

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (date of earliest event reported): March 20, 2010**

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**Equinix, Inc.**

(Exact Name of Registrant as Specified in its Charter)

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**Delaware**  
(State or Incorporation)

**000-31293**  
(Commission File Number)

**77-0487526**  
(I.R.S. Employer  
Identification Number)

**301 Velocity Way, 5th Floor  
Foster City, California 94404  
(650) 513-7000**  
(Addresses of principal executive offices)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement.**

On March 20, 2010, Equinix, Inc. ("Equinix"), Switch & Data Facilities Company, Inc. ("Switch and Data") and Sundance Acquisition Corporation, a wholly-owned subsidiary of Equinix ("Merger Sub"), entered into a First Amendment to the Agreement and Plan of Merger (the "Amendment"), which amends that certain Agreement and Plan of Merger dated October 21, 2009 by and among Equinix, Switch and Data and Merger Sub (the "Merger Agreement").

The Amendment extends the date on which either Equinix or Switch and Data may terminate the Merger Agreement (the "End Date") if the merger has not become effective from March 21, 2010 to April 21, 2010.

Under the terms of the Amendment and the Merger Agreement, either Equinix or Switch and Data may terminate the Merger Agreement if the merger has not become effective on or before April 21, 2010; except that the Merger Agreement may not be terminated by a party whose breach of the Merger Agreement has resulted in such failure; and provided that the End Date will be automatically extended to June 21, 2010 if any applicable antitrust or competition law approvals have not been received but all other conditions to the closing of the merger have been satisfied.

Completion of the merger remains subject to the expiration or termination of the waiting period imposed by the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, and the satisfaction or waiver of the other closing conditions specified in the Merger Agreement. Switch and Data will announce the expected closing date of the merger by issuing a press release and filing that press release on Form 8-K with the Securities and Exchange Commission no later than five business days before the expected closing date.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibits are filed herewith:

- 2.1 First Amendment to the Agreement and Plan of Merger dated March 20, 2010, by and among Equinix, Inc., Switch & Data Facilities Company, Inc. and Sundance Acquisition Corporation.

***Important Information for Investors and Stockholders***

In connection with the proposed transaction involving Equinix and Switch and Data, Equinix has filed with the SEC a registration statement on Form S-4 containing a proxy statement/prospectus. The proxy statement/prospectus was first mailed to stockholders of Switch and Data on or about December 23, 2009. **SWITCH AND DATA STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT/PROSPECTUS AND OTHER DOCUMENTS FILED WITH THE SEC CAREFULLY IN THEIR ENTIRETY BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION.**

Switch and Data stockholders may obtain free copies of the registration statement and the proxy statement/prospectus and other documents filed with the SEC by Equinix and Switch and Data through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov). In addition, Switch and Data stockholders may obtain free copies of the registration statement and the proxy statement/prospectus and other documents filed with the SEC from Equinix by directing a request to Equinix, Inc., 301 Velocity Way, Fifth Floor, Foster City, CA 94404, Attention: Investor Relations (telephone: 888-222-1162) or going to Equinix's corporate website at [www.equinix.com](http://www.equinix.com), or from Switch and Data by directing a request to Switch & Data Facilities Company, Inc., 1715 Westshore Boulevard, Suite 650, Tampa, FL 33607, Attention: Investor Relations (telephone: 866-797-2633) or going to Switch and Data's corporate website at [www.switchanddata.com](http://www.switchanddata.com).

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

March 22, 2010

Equinix, Inc.

By: \_\_\_\_\_ /s/ KEITH D. TAYLOR  
Name: **Keith D. Taylor**  
Title: **Chief Financial Officer**

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**EXHIBIT INDEX**

**Exhibit  
No.**

**Description**

2.1 First Amendment to the Agreement and Plan of Merger dated March 20, 2010, by and among Equinix, Inc., Switch & Data Facilities Company, Inc. and Sundance Acquisition Corporation.

**FIRST AMENDMENT TO THE AGREEMENT AND PLAN OF MERGER**

Amendment dated as of March 20, 2010 (this "**Amendment**") to the Agreement and Plan of Merger dated as of October 21, 2009 (the "**Merger Agreement**"), among Equinix, Inc., a Delaware corporation, Switch & Data Facilities Company, Inc., a Delaware corporation, and Sundance Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Equinix, Inc. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, Section 11.03 of the Merger Agreement permits the parties to amend the Merger Agreement by an instrument in writing and signed by each party thereto; and

WHEREAS, the parties desire to amend the Merger Agreement as provided herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

A. Amendment of Section 10.01. Section 10.01(b)(i) of the Merger Agreement is hereby amended to replace the words "on or before five months from the date of this Agreement" with "on or before six months from the date of this Agreement".

B. Effect of Amendment. Except as expressly set forth herein, the Merger Agreement shall not by implication or otherwise be supplemented or amended by virtue of this Amendment, but shall remain in full force and effect, as amended hereby. This Amendment, the unaltered portions of the Merger Agreement, the Non-Disclosure Agreement and the Voting Agreement constitute the entire agreement between the parties with respect to the subject matter of this Amendment and supersede all prior agreements and understanding, both oral and written, between the parties with respect to the subject matter of this Amendment. To the extent that there is a conflict between the terms and provisions of the Merger Agreement and this Amendment, the terms and provisions of this Amendment shall govern for purposes of the subject matter of this Amendment only.

C. Severability. If any provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, illegal or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be effected, impaired or invalidated.

D. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

E. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

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F. Effective Date of Amendment. This Amendment shall be deemed effective as of the date first written above, as if executed on such date.

G. Descriptive Headings. Descriptive headings appear herein for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the date set forth above.

EQUINIX, INC.

By: /s/ Steve Smith

Name: Steve Smith

Title: CEO and President

SWITCH & DATA FACILITIES COMPANY, INC.

By: /s/ William K. Luby

Name: William K. Luby

Title: Chairman of the Board of Directors

SUNDANCE ACQUISITION CORPORATION

By: /s/ Steve Smith

Name: Steve Smith

Title: CEO and President