As filed with the Securities and Exchange Commission on December 29, 1999.
Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933

EQUINIX, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware	4813	77-0487526
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

901 Marshall Street
Redwood City, CA 94063
(650) 298-0400
(Address, Including zip code, and telephone number, including area code, of registrant's principal executive offices)

ALBERT M. AVERY, IV
President and Chief Executive Officer
Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
(650) 298-0400
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
SCOTT C. DETTMER
RENEE F. LANAM
BRANDI L. GALVIN
MARGARET E. PAIGE
Gunderson Dettmer Stough Villeneuve
Franklin & Hachigian, LLP
155 Constitution Drive
Menlo Park, California 94025
(650) 321-2400

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. [_]

If this Form is filed to register additional securities for an offering pursuant to rule 462(b) under the Securities Act of 1933, as amended (the "Securities Act"), check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If this Form is a post-effective amendment filed pursuant to rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

Title of each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
<S>	<C>	<C>	<C>	<C>

13% Senior Notes due 2007.....	$200,000,000	100%	$200,000,000	$52,800.00

</TABLE>
(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f) under the Securities Act.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

++
+The information in this preliminary prospectus is not complete and may be +
+changed. We may not exchange these securities until the registration +
+statement filed with the Securities and Exchange Commission is effective. +
+This preliminary prospectus is not an offer to sell or exchange these +
+securities and it is not soliciting an offer to buy or exchange these +
+securities in any state where the offer or sale is not permitted. +
++

SUBJECT TO COMPLETION, DATED [ ], 2000

PRELIMINARY PROSPECTUS

EQUINIX, INC.

Exchange Offer for
$200,000,000 of its
13% Senior Notes Due 2007

TERMS OF THE EXCHANGE OFFER:

- --It expires at 5:00 p.m., New York City time, on, 2000, unless extended.

- --All initial notes that are validly tendered and not withdrawn will be exchanged.

- --We believe that the exchange of initial notes will not be a taxable exchange for United States federal income tax purposes, but you should see the section entitled "United States Federal Income Tax Consequences" on page 88 for more information.

- --Tenders of initial notes may be withdrawn at any time before the expiration of the exchange offer.

- --The terms of the exchange notes we will issue in the exchange offer are substantially identical to those of the initial notes, except that transfer restrictions and registration rights relating to the initial notes will not apply to the exchange notes.

- --We will not receive any proceeds from the exchange offer.

- --The exchange notes are new securities and there is currently no established market for them.

See the "Description of the Exchange Notes" section on page 58 for more information about the exchange notes to be issued in this exchange offer.

BEFORE PARTICIPATING IN THIS EXCHANGE OFFER PLEASE REFER TO THE SECTION IN THIS PROSPECTUS ENTITLED "RISK FACTORS" COMMENCING ON PAGE 10.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved the notes to be distributed in the exchange offer or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this Prospectus is , 2000.

TABLE OF CONTENTS

<TABLE>
<CAPTION>

</TABLE>

SUMMARY

This summary may not contain all of the information that may be important to you. You should read the entire prospectus, including the financial data and related notes, before deciding whether to tender your initial notes in the exchange offer.

The Company

Overview

Equinix's business is to design, build and operate the first neutral Internet Business Exchange, or IBX, facilities. By providing a neutral meeting ground for Internet businesses to interconnect with each other, our IBX facilities will serve as a catalyst for Internet business growth and development. We provide equipment colocation, direct high-speed connections, switched interconnections and professional services to our e-commerce related and Internet business customers who include content providers, or CPs, Internet service providers, or ISPs, carriers and component service providers, or CSPs. By locating at our IBX facilities, our customers place their Internet operations at a central exchange point for Internet traffic while gaining the benefits of the highest level of security, redundancy, scalability and service. As a result, our customers are better positioned to capitalize on market opportunities, expand their business offerings and enter new markets. We intend to open approximately 30 IBX facilities in major Internet markets in the U.S., Europe, Asia, South America and Australia. In July 1999, we opened the Washington, D.C. IBX facility, our first IBX facility, located in Ashburn, Virginia. In December 1999 we opened our second IBX facility in Newark, New Jersey, and intend to open IBX facilities in San Jose and Los Angeles, California, during the first quarter of 2000. Our current customers include Akamai, Cable & Wireless, Concentric Network, Ernst & Young Technologies, iBeam Broadcasting, MCI WorldCom, NaviNet, NetRail, NorthPoint Communications and Teleglobe.

We were founded in June 1998 and are led by Albert M. Avery, IV, our president and chief executive officer, and Jay S. Adelson, our vice president, engineering and chief technology officer, who were responsible for designing, building and operating the Palo Alto Internet Exchange, or PAIX, one of the most active global Internet traffic exchange points. PAIX launched commercial service in July 1996 and was functioning at full capacity within one year of introduction.

Since March 1999, we have raised more than $300 million to fund the rollout of our IBX facilities. Our stockholders are many of the most influential companies driving the development, operation and utilization of the Internet and its transformation to a reliable, trusted medium for commerce. They include America Online, Artemis S.A., Benchmark Capital, the Carlyle Group, Cisco Systems, Comdisco Ventures, Dell Corporation, E*Trade Group, Enron Corporation, epartners Capital (News Corp.), Finlayson Investments (Temasek), Microsoft Corporation, Millennium System Trading Limited (Pacific Century Group), Morgan Stanley Dean Witter, NorthPoint Communications, Reuters and Salomon Smith Barney.

Market Opportunity

Since the early 1990s, the Internet has experienced tremendous growth and is emerging as a global medium for communications and commerce. This growth has led to chronic problems in the quality and reliability of Internet-related services delivered to the end user. Infrastructure has not kept pace with demand. Businesses have tried to alleviate these problems by relocating Internet content closer to core communications centers, upgrading network bandwidth and employing technologies such as web page caching. Unfortunately, these attempts have not been sufficient to ensure consistently high service quality. As broadband access, e-commerce and streaming media applications continue to gain market acceptance, businesses must find new solutions to

ensure that the Internet infrastructure will meet their needs for Internet commerce.

The distribution of content and delivery of services between thousands of individual networks that make up the Internet has traditionally occurred at network access points, or NAPs. These original NAPs were typically built in pre-existing telecommunications carrier facilities and are run by companies such as MCI WorldCom, Sprint and Pacific Bell. Because operating the NAPs is not a core business for these carriers, they have not made the necessary investments in the NAPs to effectively manage the rapid growth in Internet traffic. As a result, these NAPs have emerged as one of the primary bottlenecks to improved Internet communications. The problems inherent in the NAPs stem from a number of sources, including carrier circuit monopoly, limited scalability and legacy technologies. Moreover, the lack of AC power, poor air conditioning, lack of financial-grade security, inadequately trained support staff and limited facility access has made it impractical for content providers to locate their content at these central communications exchange points. In addition, the limited number of NAPs outside the U.S. has caused routing inefficiencies, burdening international ISPs with high operating costs and resulting in slow and unreliable transmissions. As a result of these problems, businesses have been restrained in their ability to effectively grow and manage their Internet operations and employ the Internet as a commerce medium.

A variety of businesses, including emerging carriers, Web site hosting companies, ISPs and more focused new entrants are beginning to provide improved colocation services for Internet content. Forrester Research predicts that a combination of rapid Internet growth and increased outsourcing of Internet-related services will create an acute need for Internet-related hosting and colocation services, producing revenue growth from approximately $875 million in 1998 to approximately $14.6 billion by 2003 in the U.S. While the demand for these colocation services is significant, most new colocation facilities are being constructed by telecommunications carriers and ISPs. Internet and e-commerce companies who choose to colocate equipment at these facilities typically have no choice but to purchase bandwidth from the owner of the facility. This can be costly, given the lack of competition, and a significant risk if the facility owner's network were to fail or have performance problems.

The Equinix Solution

Our neutral IBX facilities are designed to solve many of the infrastructure problems facing Internet businesses today. These facilities will provide environments that stimulate efficient business growth by encouraging independent Internet supplier companies to deliver a wide diversity of services. We provide the following key benefits to our customers:

Choice. We believe that the ability of customers to choose among a variety of product and service providers is the fundamental driver of dynamic growth in commerce. By offering the crucial element of choice, our IBX facilities are designed to serve as a catalyst for our customers that creates synergy among them and makes it possible for them to adapt their business models to successfully scale with the growth of each other and of the Internet.

Opportunity to Increase Revenues and Reduce Costs. As a result of the proposed size of our IBX facilities and the anticipated large amount of Internet and e-commerce related business in these centers, our customers will have a better opportunity to increase the size of their addressable markets, accelerate revenue growth and improve the quality of their services. In addition, participants will be able to enhance their ability to control costs by aggregating their service purchases at a single location and through improved purchasing power.

Scalability. We design our IBX facilities for physical scalability and scalability from the perspective of an individual customer's ability to transact business. As a result, our IBX facilities will both stimulate and support the efficient growth of our customers. In addition, through our global presence we will have a broad capacity to meet customers' multi-market and multi-geographic requirements.

Reliability. Our IBX design provides our customers with highly reliable and disaster-resistant facilities that are necessary for optimum Internet commerce interconnection. We believe that the level of excellence and consistency achieved in our IBX architecture and design will result in premium, secure, fault-tolerant exchanges.

Value-Added Services. In addition to our core services, we offer advanced products and value-added services that are intended to assist customers in improving the quality of their interconnection and traffic exchange. Such services include high-speed interconnects through our

central switching fabric, route servers, root DNS servers, rubidium-disciplined clock sources and NTP servers. We also provide a collaborative research environment where Equinix customers and Equinix engineers work side-by-side on developing Internet technologies.

Equinix Strategy

Our objective is to be the market leader for business-to-business Internet communications for Internet commerce by attracting a wide variety of complementary business partners and providing the highest level of service in our IBX facilities. To accomplish this objective we are employing the following strategies:

Capitalize on Our Neutrality. IBX neutrality means we provide our customers with free choice of their preferred product and service providers. We believe that this is a significantly improved approach from the current Internet model where ISPs and telecommunications carriers own the majority of colocation and exchange facilities.

Target a Balanced IBX Customer Base. As a key aspect to fostering efficient interaction and promoting choice, reliability and redundancy, we intend to actively manage our customer base at each IBX facility to include a balanced number of Internet and e-commerce related businesses.

Expand Globally and Capitalize on First Mover Advantage. We currently plan to launch an aggressive IBX rollout program over the next twelve to eighteen months and open a total of 12 IBX facilities in the United States and internationally. We believe the demand for our international IBX facilities and services will be significant due to the early stage of Internet infrastructure deployment outside of the U.S.

Establish Equinix as the Leading Brand for IBX facilities. We plan to establish Equinix as the industry standard for the highest quality Internet connections. Through brand awareness and promotion, we intend to create a strong following among all leading CPs, ISPs, carriers and CSPs.

Leverage Blue-Chip Investor Base. Our stockholders are many of the most influential companies driving the development, operation and utilization of the Internet. They provide us with invaluable technical and business insight, industry contacts and customer relationships to help expedite the expansion of our business. These stockholders include America Online, Artemis S.A., Benchmark Capital, the Carlyle Group, Cisco Systems, Comdisco Ventures, Dell Corporation, E*Trade Group, Enron Corporation, epartners Capital (News Corp.), Finlayson Investments (Temasek), Microsoft Corporation, Millennium System Trading Limited (Pacific Century Group), Morgan Stanley Dean Witter, NorthPoint Communications, Reuters and Salomon Smith Barney.

Continue Providing Leading-Edge Products and Services. We encourage our customers to research and test their new technologies within our state-of-the-art research and development environment. By collaborating with leading technology companies we believe we are positioned at the forefront of Internet technology development.

Recent Developments

On November 16, 1999, we entered into a definitive agreement with MCI WorldCom, or MCI, whereby MCI agreed to install high-bandwidth Internet connectivity at our first seven U.S. IBX facilities in exchange for

warrants to purchase common stock in our company. Among other things, MCI has agreed to provide timely and sufficient connectivity to fulfill the requirements of all customers in the designated IBX facility locations. Pursuant to the terms of this agreement, MCI has installed Internet connectivity in our Washington D.C. IBX facility.

On December 18, 1999, we entered into a definitive agreement with Bechtel Corporation, or Bechtel, whereby Bechtel has agreed to act as our exclusive contractor for our IBX facilities worldwide. In this regard, they have agreed to assist us with site identification and evaluation, design, build-out, and testing of our IBX facilities in exchange for a warrant to purchase common stock in our company.

Equinix is located at 901 Marshall Street, Redwood City, California 94063. Our phone number is (650) 298-0400.

Summary of the Exchange Offer

Securities Offered.....
Up to $200 million principal amount of 13% Senior Notes due 2007, which will be

	registered under the Securities Act. The terms of the exchange notes and the initial notes are identical except for transfer restrictions and registration rights relating to the initial notes that will not be applicable to the exchange notes.
Issuance of Initial Notes.....	The initial notes were issued on December 1, 1999 to Salomon Smith Barney Inc., Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co., who placed the initial notes with qualified institutional buyers and institutional accredited investors, and to buyers in offshore transactions in reliance on Regulation S under the Securities Act.
The Exchange Offer.....	We are offering to exchange $1,000 principal amount of exchange notes for each $1,000 principal amount of initial notes. There are $200 million aggregate principal amount of initial notes outstanding. The issuance of the exchange notes is intended to satisfy our obligations contained in the registration rights agreement we entered into with Salomon Smith Barney Inc., Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. in connection with the issuance of the initial notes.
Conditions to the Exchange Offer.....	The exchange offer is not conditioned upon any minimum principal amount of initial notes being tendered for exchange. However, the exchange offer is subject to customary conditions, which may be waived by us. See "The Exchange Offer--Conditions." Except for the requirements of applicable federal and state securities laws, there are no federal or state regulatory requirements to be complied with or obtained by us in connection with the exchange offer.
Procedures for Tendering.....	If you want to tender your initial notes in the exchange offer, you must complete, sign and date the letter of transmittal according to the instructions contained in this prospectus and the letter of transmittal. You must then mail or fax the letter of transmittal, together with any other required documents, to the exchange agent, either with the initial notes to be tendered or in compliance with the specified procedures for guaranteed delivery of initial notes. You should allow sufficient time to ensure timely delivery. Some brokers, dealers, commercial banks, trust companies and other nominees may also effect tenders by book-entry transfer. If you own initial notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you are urged to contact that person promptly if you wish to tender initial notes in the exchange offer. Letters of transmittal and certificates representing the initial notes should not be sent to Equinix.

	These documents should only be sent to the exchange agent. Questions regarding how to tender initial notes and requests for information should also be directed to the exchange agent. See "The Exchange Offer--Procedures for Tendering Initial Notes."
Expiration Date; Withdrawal.....	The exchange offer will expire at 5:00 p.m., New York City time on , 2000. We will accept for exchange any and all initial notes that are validly tendered in the exchange offer on or before 5:00 p.m., New York City time, on the expiration date. The tender of initial notes may be withdrawn at

	any time before the expiration date. Any initial note not accepted for exchange for any reason will be returned without expense to the tendering holder as promptly as practicable after the expiration or termination of the exchange offer. The exchange notes issued in the exchange offer will be delivered promptly following the expiration date. See "The Exchange Offer--Expiration of the Exchange Offer" and "--Withdrawal of Tenders."
Guaranteed Delivery Procedures.....	If you wish to tender your initial notes and (1) your initial notes are not immediately available or (2) you cannot deliver your initial notes together with the letter of transmittal to the exchange agent before the expiration date, you may tender your initial notes according to the guaranteed delivery procedures contained in the letter of transmittal. See "The Exchange Offer--Guaranteed Delivery Procedure."
Acceptance of Initial Notes and Delivery of Exchange Notes.....	Upon effectiveness of the registration statement of which this prospectus constitutes a part and consummation of the exchange offer, we will accept any and all initial notes that are properly tendered in the exchange offer on or before 5:00 p.m., New York City time, on the expiration date. The exchange notes issued pursuant to the exchange offer will be delivered promptly after acceptance of the initial notes. See "The Exchange Offer--Acceptance of Initial Notes for Exchange; Delivery of Exchange Notes."
Tax Considerations.....	For U.S. federal income tax purposes, the exchange of initial notes for exchange notes should not be considered a sale or exchange or otherwise a taxable event to the holders of notes. See "United States Federal Income Tax Considerations."
Use of Proceeds.....	We will receive no proceeds from the exchange offer.
Exchange Agent.....	State Street Bank and Trust Company of California, N.A. is serving as exchange agent in connection with the exchange offer.
Fees and Expenses.....	We will bear all expenses related to the exchange offer. See "The Exchange Offer--Fees and Expenses."

Consequences of Not Exchanging the Initial Notes.....	If you do not tender your initial notes or your initial notes are not properly tendered, the existing transfer restrictions will continue to apply. The initial notes are currently eligible for sale pursuant to Rule 144A through the PORTAL Market. Because we anticipate that most holders will elect to exchange initial notes for exchange notes due to the absence of restrictions on the resale of exchange notes under the Securities Act in most cases, we anticipate that the liquidity of the market for any initial notes remaining after the consummation of the exchange offer may be substantially limited. See "Risk Factors--There could be negative consequences to you if you do not exchange your initial notes for exchange notes."

Summary Description of the Exchange Notes

The terms of the exchange notes and the initial notes are identical in all respects, except that the terms of the exchange notes do not include the transfer restrictions and registration rights relating to the initial notes. The initial notes and the exchange notes are referred to collectively as the notes.

The exchange notes will bear interest from the most recent date to which interest has been paid on the initial notes. Accordingly, registered holders of exchange notes on the relevant record date for the first interest payment date following the completion of the exchange offer will receive interest accruing from the most recent date on which interest has been paid. Initial notes accepted for exchange will cease to accrue interest from and after the date of completion of the exchange offer. Holders of initial notes whose initial notes are accepted for exchange will not receive any payment in respect of interest on the initial notes otherwise payable on any interest payment date that occurs on or after completion of the exchange offer.

Maturity Date.....	December 1, 2007.
Interest.....	The interest on the notes will be payable semi-annually in arrears on each June 1 and December 1, commencing on June 1, 2000.
Interest Escrow.....	We have deposited with the escrow agent an amount of cash or U.S. government securities totaling approximately $37.0 million that, together with the proceeds from the investment thereof, will be sufficient to pay, when due, the first three interest payments on the notes, with us retaining any balance. The notes will be collateralized by a first priority security interest in the escrow account.
Sinking Fund.....	None
Optional Redemption.....	Generally, we may not redeem the notes before December 1, 2003. On or after December 1, 2003, we may redeem the notes, in whole or in part, at any time, at the redemption prices set forth under the section entitled "Description of the Exchange Notes" together with accrued and unpaid interest, if any, to the redemption date.
Change of Control.....	Upon a "Change of Control" as defined under the section entitled "Description of the Notes," you as a holder of notes will have the right to require us to repurchase all of your notes at a repurchase price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest, if any, through the date of repurchase.
Ranking.....	Except for the noteholders' security interest in the escrow account, the notes will be general unsecured obligations, will rank without preference with all of our other existing and future senior unsecured indebtedness and will be effectively subordinated to all our existing and future secured indebtedness to the extent of the value of the assets that secure such indebtedness and to all of our subsidiaries' existing or future indebtedness, whether or not secured.
Restrictive Covenants....	The indenture under which the notes will be issued will limit: . the incurrence of additional indebtedness or preferred stock by us and our subsidiaries; . the payment of dividends on, and repurchase or redemption of, our capital stock and our subsidiaries' capital stock and the repurchase or redemption of our subordinated obligations; . our making of investments; . the selling of our assets or the stock of our subsidiaries; . transactions with our affiliates;

. the incurrence of additional liens;

. our ability to permit restrictions to exist on the ability of our subsidiaries to pay dividends or make payments to us; and

. our ability to engage in consolidations, mergers and transfers of all or substantially all of our assets.

All of these limitations and prohibitions will be subject to a number of important qualifications and exceptions. See "Description of the Exchange Notes."

Exchange Rights.....

Holders of the exchange notes will not be entitled to any exchange or registration rights relating to the exchange notes. Holders of the initial notes are entitled to certain exchange rights pursuant to the registration rights agreement entered into concurrently with the initial offering between us and Salomon Smith Barney Inc., Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. This exchange offer is intended to satisfy our obligations under the registration rights agreement. Once the exchange offer is consummated, we will have no further obligations to register any of the initial notes not tendered by the holders for exchange. See "Risk Factors--There could be negative consequences to you if you do not exchange your initial notes for exchange notes."

Risk Factors

You should carefully consider the information provided in the section in this prospectus entitled "Risk Factors" beginning on page 10 and all the other information provided to you in this prospectus in deciding whether to tender your initial notes in the exchange offer.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following summary consolidated financial data should be read in conjunction with our consolidated financial statements and their related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus. The consolidated statement of operations data for the period from June 22, 1998 (inception) to December 31, 1998 and the balance sheet data as of December 31, 1998 are derived from, and are qualified by reference to, the audited consolidated financial statements and their related notes, which are included in this prospectus. The consolidated statement of operations data for the nine months ended September 30, 1999 and the balance sheet data as of September 30, 1999 are derived from, and qualified by reference to, our unaudited condensed interim consolidated financial statements and their related notes included in this prospectus. The Pro Forma column gives effect to the issuance of additional Series B preferred stock from October through December 1999 and the additional drawing of debt. The Pro Forma As Adjusted column gives effect to the issuance of the initial notes.

<TABLE>
<CAPTION>

	Period from June 22, 1998 (inception) to December 31, 1998	Nine Months Ended September 30, 1999
	(in thousands)	
<S>	<C>	<C>
Statement of Operations Data:		
Revenues	$ --	$ --
Operating expenses		
Selling, general, and administrative expenses	782	6,860
Depreciation and amortization	4	248
Stock-based compensation	--	306
Total operating expenses	786	7,414
Loss from operations	(786)	(7,414)
Interest expense	--	138
Interest income	(150)	(267)
Interest charge on beneficial		

conversion of convertible debt.....	220	--
Net loss.....	$ (856)	$(7,285)
Other Financial Data:		
EBITDA (1).....	$ (782)	$(7,166)
Net cash provided by (used in) operating activities.....	(544)	349
Net cash used in investing activities..	(5,517)	(62,961)
Net cash provided by financing activities.....	10,226	62,029
Ratio of earnings to fixed charges(2)..	--	--

		As of September 30, 1999		
	As of December 31, 1998	Actual	Pro Forma	Pro Forma As Adjusted
		(in thousands)		
Balance Sheet Data:				
Cash, cash equivalents and short-term investments.....	$9,165	$46,489	$84,150	$239,838
Restricted cash(3).....	--	--	--	37,012
Property and equipment, net...	482	2,879	2,879	2,879
Construction in progress.....	31	22,590	22,590	22,590
Total assets.....	10,001	75,353	113,014	313,014
Total long-term debt, excluding current portion....	--	3,734	10,877	201,873
Total stockholders' equity....	9,590	59,855	87,516	96,520

- --------
(1) EBITDA consists of the net loss excluding interest, depreciation and amortization of capital assets. EBITDA is presented to enhance an understanding of our operating results and is not intended to represent cash flow or results of operations in accordance with generally accepted accounting principles for the period indicated and may be calculated differently than EBITDA for other companies.
(2) In calculating the ratio of earnings to fixed charges, earnings consist of net loss before income tax expense and fixed charges. Fixed charges consist of interest expense. The ratio of earnings to fixed charges was less than 1.0 to 1.0 for each of the periods presented. Earnings available for fixed charges were thus inadequate to cover fixed charges. The coverage deficiency for the period from June 22, 1998 (inception) to December 31, 1998 and the nine months ended September 30, 1999 was $856,000 and $7,285,000 respectively.
(3) Reflects the portion of the net proceeds from the issuance of the initial notes to be used to purchase a portfolio of U.S. government securities to fund the first three scheduled interest payments on the notes.

RISK FACTORS

You should carefully consider the information set forth under the caption "Risk Factors" and all other information in this prospectus before tendering your initial notes in the exchange offer, including information in the section of this prospectus entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations--Special Note Regarding Forward-Looking Statements."

Risks Related to Our Business

We are an early-stage company, which makes evaluating our business difficult.

We were founded in June 1998. The construction of our first IBX facility was completed in July 1999, and we began accepting customers the same month. We did not recognize any revenue until November 1999. Our limited history and lack of meaningful financial or operating data makes evaluating our business operations difficult. Moreover, the neutrality aspect of our business model is unique and largely unproven. We expect that we will encounter challenges and difficulties frequently experienced by early-stage companies in new and rapidly evolving markets, such as our ability to generate cash flow, hire and train sufficient operational and technical talent, and implement our plan with minimal delays. We may not successfully address any or all of these challenges and the failure to do so would seriously harm our business and operating results.

We have incurred losses since inception and we expect future losses.

As an early-stage company without recognized revenues, we have experienced operating losses since inception. As of September 30, 1999, we had cumulative net losses of $8.1 million and cumulative cash used by operating activities of

$195,000 since inception. We expect to incur significant losses in the future. In addition, as we commence operations, our losses will increase as we:

- increase the number of IBX facilities;
- increase our sales and marketing activities, including expanding our direct sales force; and
- enlarge our customer support and professional services organizations.

Our IBX facilities may not generate sufficient revenue to achieve profitability. Our ability to generate sufficient revenues to achieve profitability will depend on a number of factors, including:

- the timely completion of our IBX facilities;
- demand for space and services at our IBX facilities;
- our pricing policies and the pricing policies of our competitors;
- the timing of customer installations and related payments;
- competition in our markets;
- the timing and magnitude of our expenditures for sales and marketing;
- direct costs relating to the expansion of our operations;
- growth of Internet use;
- economic conditions specific to the Internet industry; and
- general economic factors.

Some of these factors are beyond our control.

We are substantially leveraged and we may not generate sufficient cash flow to meet our debt service and working capital requirements.

We are highly leveraged since the issuance of the initial notes. We have total indebtedness of $215.0 million. Our highly leveraged position could have important consequences, including:

- impairing our ability to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes;
- requiring us to dedicate a substantial portion of our operating cash flow to paying principal and interest on our indebtedness, thereby reducing the funds available for operations;
- limiting our ability to grow and make capital expenditures due to the financial covenants contained in our debt arrangements;
- impairing our ability to adjust rapidly to changing market conditions, invest in new or developing technologies, or take advantage of significant business opportunities that may arise; and
- making us more vulnerable if a general economic downturn occurs or if our business experiences difficulties.

In the past, we have experienced unforeseen delays in connection with our IBX construction activities. We will need to successfully implement our current rollout schedule and our business strategy to meet our debt service and working capital needs. We may not successfully implement our business strategy, and even if we do, we may not realize the anticipated results of our strategy or generate sufficient operating cash flow to meet our debt service obligations and working capital needs.

In the event our cash flow is inadequate to meet our obligations, we could face substantial liquidity problems. If we are unable to generate sufficient cash flow or otherwise obtain funds needed to make required payments under our indebtedness, or if we breach any covenants under our indebtedness, we would be in default under the terms thereof, and the holders of such indebtedness may be able to accelerate the maturity of such indebtedness, which could cause defaults under our other indebtedness. Any such default would have a material adverse effect on our business, results of operations and financial condition.

We will need significant additional funds, which we may not be able to obtain.

We currently intend to pursue a rollout strategy of approximately 30 IBX facilities in major Internet markets around the world over the next four years. We intend to finance these IBX facilities through our internal cash flow and approximately $750.0 million of additional financing. We currently have $221.9

million in cash, cash equivalents and short-term investments available to us. We anticipate that the funds available to us after the issuance of the initial notes will be sufficient to fund the capital expenditure and working capital requirements, including operating losses associated with the initial rollout of eight IBX facilities and expansion projects within three of those IBX facilities. To complete the implementation of our approximately 30 site rollout plan within our proposed time frame we anticipate that we will need to raise funds through additional debt or equity financing. In the past, we have had difficulties obtaining debt financing due to the early stage of our company. Financing may not be available to us at the time we seek to raise additional funds, or if such financing is available, it may only be available on terms, or in amounts, which are unfavorable to us. If we cannot raise sufficient additional funds on acceptable terms we may delay the rollout of additional IBX facilities or permanently reduce our rollout plans.

The anticipated timing and amount of our capital requirements is forward-looking and therefore inherently uncertain. In the past, we have experienced unforeseen delays and expenses in connection with our IBX construction activities. Our future capital requirements may vary significantly from what we currently project and the timing of our rollout plan may be affected by unforeseen construction delays and expenses and the amount of time it takes us to lease space within our IBX facilities. If we encounter any of these problems or if we have underestimated our capital expenditure requirements or the operating losses or working capital requirements, we may require significantly more financing than we currently anticipate.

Our rollout plan is preliminary and we may need to reallocate funds.

Our IBX facility rollout plan is preliminary and has been developed from our current market data and research, projections and assumptions. We expect to continually reevaluate our business and rollout plan in light of evolving competitive and market conditions, and as a result, we may alter our IBX facility rollout and reallocate funds if there are:

- changes or inaccuracies in our market data and research, projections or assumptions;
- unexpected results of operations or strategies in our target markets;
- regulatory, technological, and competitive developments (including additional market developments and new opportunities); or
- changes in, or discoveries of, specific market conditions or factors favoring expedited development in other markets.

We must manage our growth and expansion.

Our anticipated growth may significantly strain our resources as a result of an increase in the number of our employees, the number of operating IBX facilities and our international expansion. Any failure to manage growth effectively could seriously harm our business and operating results. To succeed, we will need to:

- hire and train new employees and qualified engineering personnel at each IBX facility;
- implement additional management information systems;
- locate additional office space for our corporate headquarters;
- improve our operating, administrative, financial and accounting systems and controls; and
- maintain close coordination among our executive, engineering, accounting, finance, marketing, sales and operations organizations.

We face risks associated with international operations that could harm our business.

We intend to construct IBX facilities outside of the United States and we will commit significant resources to our international sales and marketing activities. Our management has limited experience conducting business outside of the United States and we may not be aware of all the factors that affect our business in foreign jurisdictions. We will be subject to a number of risks associated with international business activities that may increase our costs, lengthen our sales cycles and require significant management attention. These risks include:

- increased costs and expenses related to the leasing of foreign facilities;
- difficulty or increased costs of constructing IBX facilities in foreign countries;

- difficulty in staffing and managing foreign operations;
- increased expenses associated with marketing services in foreign countries;
- business practices that favor local competition and protectionist laws;
- difficulties associated with enforcing agreements through foreign legal systems;
- general economic and political conditions in international markets;
- potentially adverse tax consequences, including complications and restrictions on the repatriation of earnings;
- currency exchange rate fluctuations;
- unusual or burdensome regulatory requirements or unexpected changes thereto;

- tariffs, export controls and other trade barriers; and
- longer accounts receivable payment cycles and difficulties in collecting accounts receivable.

To the extent that our operations are incompatible with, or not economically viable within, any given foreign market, we may not be able to locate an IBX facility in that particular foreign jurisdiction.

We depend on third parties to provide bandwidth connectivity to our IBX facilities.

The presence of diverse bandwidth fiber from communications carriers' fiber networks to an Equinix IBX facility is critical to our ability to attract new customers. To date, we have been successful in selling our services before establishing such carrier presence, however, we believe that the availability of such carrier capacity will directly affect our ability to achieve our projected results.

We are not a communications carrier, and as such rely on third parties to provide our customers with carrier facilities. We intend to rely primarily on revenue opportunities from our customers to encourage carriers to incur the expenses required to build facilities from their points of presence to our IBX facilities. Carriers will likely evaluate the revenue opportunity of an IBX facility based on the assumption that the environment will be highly competitive. There can be no assurance that, after conducting such an evaluation, any carrier will elect to offer its services within our IBX facilities.

The construction required to connect multiple carrier facilities to our IBX facilities is complex and involves factors outside of our control, including regulatory processes and the availability of construction resources. If the establishment of highly diverse bandwidth connectivity to our IBX facilities does not occur or is materially delayed, our operating results and cash flow will be adversely affected.

We have a new management team; we must retain and attract key personnel.

We have recently hired many key personnel, including our chief financial officer, vice president of operations, vice president of worldwide sales, director of business development, vice president of marketing and vice president of IBX development. As a result, our management team has worked together for only a brief time. Our ability to effectively execute our strategies will depend in part upon our ability to integrate our current and future managers into our operations. If our executives are unable to operate together effectively, our business, results of operations and financial condition will be materially adversely affected.

We require the services of additional management personnel in positions related to our growth. For example, we need to expand our marketing and direct sales operations to increase market awareness of our IBX facilities, market our services to a greater number of enterprises and generate increased revenues. As a result, we plan to hire additional personnel in related capacities. Our success depends on our ability to identify, hire, integrate and retain additional qualified management personnel, particularly in areas related to our anticipated growth and geographic expansion.

We may not be successful in attracting, assimilating or retaining qualified personnel. In addition, due to generally tight labor markets, our industry, in particular, suffers from a lack of available qualified personnel. Moreover, none of our present senior management or other key personnel is bound by an

employment agreement. If we lose one or more of our key employees, we may not be able to find a replacement and our business and operating results could be adversely affected.

We will operate in a new highly competitive market and we may be unable to compete successfully against new entrants and established companies with greater resources.

We believe that our market will likely have an increasing number of competitors. To be successful in this emerging market, we must be able to differentiate ourself from existing colocation and web hosting companies. We may also face competition from persons seeking to replicate our IBX concept. We may not be successful in differentiating ourself or achieving widespread market acceptance of our business. Furthermore, enterprises that

have already invested substantial resources in peering arrangements may be reluctant or slow to adopt our approach that may replace, limit or compete with their existing systems. If we are unable to complete our IBX facilities in a timely manner, other companies may be able to attract the same customers that we are targeting. Once the customers are located in our competitors' facilities, it will be extremely difficult to convince them to relocate to our IBX facilities.

We may encounter competition from a number of sources, some of which may also be our customers, including:

- Web site hosting, colocation and ISP companies such as AboveNet, Digital Island, Exodus, Frontier GlobalCenter, Globix, PSINet and Verio;
- established communications carriers such as AT&T, Level 3, MCI WorldCom, Qwest and Sprint; and
- emerging colocation service providers such as Colo.com, IX Europe, Neutral Nap and Telehouse.

Potential competitors may bundle their products or incorporate colocation services in a manner that is more attractive to our potential customers than purchasing cabinet space in our IBX facilities and utilizing our services. Furthermore, new competitors or alliances among competitors may emerge and rapidly acquire significant market share. Our competitors may be able to respond more quickly to new or emerging technologies and changes in customer requirements than we can.

Some of our potential competitors have longer operating histories and significantly greater financial, technical, marketing and other resources than we do. In particular, carriers and several web hosting and colocation companies have extensive customer bases and broad customer relationships that they can leverage, including relationships with many of our potential customers. These companies also have significantly greater customer support and professional services capabilities than we do. Because of their greater financial resources, some of these companies have the ability to adopt aggressive pricing policies. As a result, in the future, we may suffer from pricing pressure which would adversely affect our ability to generate revenues and affect our operating results.

We may experience fluctuations in our operating results.

Our operating results may fluctuate significantly depending upon a variety of factors. These factors include:

- the timing of capital expenditures related to our rollout;
- our customer retention rate;
- changes in pricing policies by our competitors; and
- changes in demand for network and Internet services.

Due to the foregoing factors, we believe that period-to-period comparisons of our operating results may not necessarily be meaningful and that such comparisons may not be an indication of our future performance.

Any failure of our physical infrastructure or services could lead to significant costs and disruptions which could reduce our revenue and harm our business reputation and financial results.

Our business depends on providing our customers with highly reliable service. The services we provide are subject to failure resulting from numerous factors, including:

- human error;

. physical or electronic security breaches;

. fire, earthquake, flood and other natural disasters;

. power loss; and

. sabotage and vandalism.

Problems at one or more of our sites, whether or not within our control, could result in service interruptions or significant equipment damage. Any loss of services, particularly in the early stage of our development, could reduce the confidence of our customers and could consequently impair our ability to obtain and retain customers which would adversely affect our ability to generate revenues and affect our operating results.

Our computer systems and those of third parties with whom we do business may not be year 2000 compliant, which may cause system failure and disruptions of operations.

Currently, many computer and software products are coded to accept two digit entries in the date code field. These date code fields will need to accept four digit entries to distinguish a date using "00" as the year 1900 rather than the year 2000. As a result, many companies' software and computer systems may need to be upgraded or replaced to comply with year 2000 requirements. We recognize the need to ensure that our operations will not be adversely impacted by year 2000 software and computer system failures.

We have completed assessments of the year 2000 readiness of our information technology systems. In addition, we have assurances from our material hardware and software vendors that their products are year 2000 compliant. Although we have not incurred any material expenditure in connection with identifying or evaluating year 2000 compliance issues to date, we do not at this time possess the information necessary to estimate the potential costs of revisions or replacements to our software and systems or third-party software, hardware or services that are determined not to be year 2000 compliant. Such expenses could have a material adverse effect on our business.

We are not aware of any year 2000 compliance problems relating to our information technology systems that would have a material adverse effect on our business, however, we cannot assure you that we will not discover any such compliance problems. Our failure to fix or replace our software, hardware or services on a timely basis could result in lost revenues, increased operating costs and the loss of customers and other business interruptions, any of which could have a material adverse effect on our business. Moreover, the failure to adequately address year 2000 compliance issues in our information technology systems could result in claims of mismanagement, misrepresentation or breach of contract and related litigation, which could be costly and time-consuming to defend.

We depend on the development and growth of a balanced customer base.

Our ability to maximize revenues depends on our ability to develop and grow a balanced customer base as we roll out our IBX facilities. Our ability to attract customers to our IBX facilities will depend on a variety of factors, including the presence of multiple carriers, the overall mix of our customers, our operating reliability and security and our ability to effectively market our services. Construction delays, our inability to find suitable locations to build additional IBX facilities, equipment and material shortages or our inability to obtain necessary permits on a timely basis could delay our IBX facility rollout schedule and prevent us from developing our anticipated customer base. If we fail to develop and grow our customer base, our business and operating results will be materially adversely affected.

A customer's decision to lease cabinet space in our IBX facilities typically involves a significant commitment of resources and will be influenced by, among other things, the customer's confidence that other Internet and e-commerce related businesses will be located in a particular IBX facility. In particular, some customers will be reluctant to commit to locating in our IBX facilities until they are confident that the IBX facility has adequate carrier connections.

In addition, some of our customers will be Internet companies that face many competitive pressures and that may not ultimately be successful. If these customers do not succeed, they will not continue to use our IBX facilities. This may be disruptive to our business and may adversely affect our operating results.

Risks Related to Our Industry

We depend on continued use of the Internet and growth of electronic business.

Rapid growth in the use of and interest in the Internet has occurred only recently. Acceptance and use may not continue to develop at historical rates and a sufficiently broad base of consumers may not adopt or continue to use the Internet and other online services as a medium of commerce. Demand and market acceptance for recently introduced Internet services and products are subject to a high level of uncertainty and there are few proven services and products. As a result, we cannot be certain that a viable market for our IBX facilities will emerge or be sustainable. If our market fails to develop, or develops more slowly than expected, our business and operating results would be materially adversely affected.

We must respond to rapid technological change and evolving industry standards.

The market for IBX facilities will be marked by rapid technological change, frequent enhancements, changes in customer demands and evolving industry standards. Our success will depend, in part, on our ability to address the increasingly sophisticated and varied needs of our current and prospective customers. Our failure to adopt and implement the latest technology in our business could negatively affect our business and operating results.

In addition, we have made and will continue to make assumptions about the standards that may be adopted by our customers and competitors. If the standards adopted differ from those on which we have based anticipated market acceptance of our services or products, our existing services could become obsolete. This would have a material adverse effect on our businesses.

Government regulation may adversely effect the use of the Internet and our business.

Laws and regulations governing Internet services, related communications services and information technologies, and electronic commerce are beginning to emerge but remain largely unsettled, even in areas where there has been some legislative action. It may take years to determine whether and how existing laws, such as those governing intellectual property, privacy, libel, telecommunications, and taxation, apply to the Internet and related services such as ours. In addition, the development of the market for online commerce and the displacement of traditional telephony services by the Internet and related communications services may prompt increased calls for more stringent consumer protection laws or other regulation, both in the United States and abroad, that may impose additional burdens on companies conducting business online and their service providers. The adoption or modification of laws or regulations relating to the Internet, or interpretations of existing law, could have a material adverse effect on our business.

Risks Related to the Exchange Offer

There could be negative consequences to you if you do not exchange your initial notes for exchange notes.

Following the consummation of the exchange offer, holders who did not tender their initial notes generally will not have any further rights under the registration rights agreement and these initial notes will continue to be subject to restrictions on transfer. As a result of making the exchange offer, we will have fulfilled our obligations under the registration rights agreement. Holders who do not tender their initial notes generally will not have any further registration rights or rights to receive the liquidated damages specified in the registration rights agreement for our failure to register the exchange notes. In addition, the initial notes that are not

exchanged for exchange notes will remain restricted securities. Accordingly, the initial notes may be resold only:

- to Equinix or one of its subsidiaries;
- to a qualified institutional buyer;
- to an institutional accredited investor;
- to a party outside the United States under Regulation S under the Securities Act;
- under an exemption from registration provided by Rule 144 under the Securities Act; or
- under an effective registration statement.

The issuance of the exchange notes may adversely affect the market for the initial notes.

Following commencement of the exchange offer, you may continue to trade the initial notes on the Private Offerings, Resales and Trading through Automated Linkages, or PORTAL, market. However, if initial notes are tendered for exchange and accepted in the exchange offer, the trading market for untendered

and tendered but unaccepted initial notes could be adversely affected. Any initial notes tendered and exchanged in the exchange offer will reduce the aggregate principal amount of initial notes outstanding. Because we anticipate that most holders will elect to exchange their initial notes for exchange notes due to the absence of most restrictions on the resale of exchange notes, we anticipate that the liquidity of the market for any initial notes remaining outstanding after the exchange offer may be substantially limited.

You may find it difficult to sell your exchange notes.

The exchange notes will be registered under the Securities Act but will not be eligible for trading on the PORTAL market. The exchange notes will constitute a new issue of securities with no established trading market, and there can be no assurance as to:

- the development of any market for the exchange notes;
- the liquidity of any market for the exchange notes that may develop;
- your ability to sell your exchange notes; or
- the price at which you would be able to sell your exchange notes.

We have been advised by the initial purchasers for the initial notes that they presently intend to make a market in the exchange notes. However, they are not obligated to do so and may discontinue any market-making activity relating to the exchange notes at any time without notice. If a market for the exchange notes were to exist, the exchange notes could trade at prices that may be higher or lower than their principal amount or purchase price, depending on many factors, including prevailing interest rates, the market for similar debentures and our financial performance. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the exchange notes. We cannot assure you that the market for the exchange notes, if any, will not be subject to similar disruptions. Any disruption may adversely affect you as a holder of the exchange notes.

Some people who participate in the exchange offer must deliver a prospectus in connection with resales of the exchange notes.

Based on certain no-action letters issued by the staff of the Securities and Exchange Commission, we believe that you may offer for resale, resell or otherwise transfer the exchange notes without compliance with the registration and prospectus delivery requirements of the Securities Act. However, in some instances described in this prospectus under "The Exchange Offer," you will remain obligated to comply with the registration and prospectus delivery requirements of the Securities Act to transfer your exchange notes. In these

cases, if you transfer any exchange note without delivering a prospectus meeting the requirements of the Securities Act or without an exemption from registration of your exchange notes under this Act, you may incur liability under the Securities Act. We do not and will not assume or indemnify you against this liability.

Risks Related to the Exchange Notes

The exchange notes are unsecured and effectively rank behind our secured indebtedness.

The exchange notes will be general unsecured senior obligations and will rank equally in right of payment with all our existing and future senior indebtedness. The exchange notes will be effectively subordinated to all of our secured indebtedness to the extent of the value of the assets securing such indebtedness. All of the obligations under our current credit facilities are either secured by all of the assets of Equinix-DC, Inc. or the assets purchased from the proceeds of specific indebtedness. We anticipate that all of the obligations under our future credit facilities will be secured. In a bankruptcy, liquidation or reorganization of our company, our assets securing other indebtedness will be available to pay obligations on the exchange notes only after all indebtedness secured by such assets has been paid in full, at which point there may not be sufficient proceeds remaining to pay amounts due on the exchange notes then outstanding.

Management discretion relating to certain business matters will be limited by restrictive covenants contained in our indebtedness.

Our credit facilities contain, and the indenture governing the exchange notes contains, a number of restrictive covenants that will limit the discretion of our management relating to certain business matters. We expect that our future indebtedness will also contain similar restrictive covenants. These covenants, among other things, will restrict our ability to incur additional indebtedness, pay dividends and make other distributions, prepay subordinated indebtedness, make investments and other restricted payments,

engage in mergers and consolidations, create liens, sell assets, and enter into certain transactions with affiliates. There can be no assurance that such covenants will not adversely affect our ability to finance our future operations or capital needs or to engage in other business activities which may be in the interests of our company.

We may not have sufficient funds to purchase the exchange notes as required upon a change of control.

The indenture governing the exchange notes contains provisions relating to certain events constituting a "change in control" of Equinix. Upon the occurrence of such a change in control, we will be required to make an offer to purchase all outstanding exchange notes at a purchase price equal to 101% of the aggregate principal amount thereof, in addition to the accrued and unpaid interest (if any) up to the purchase date. We cannot assure you that we would have sufficient funds to pay the purchase price for exchange notes tendered by holders seeking to accept such an offer to purchase. Our failure to purchase all exchange notes validly tendered pursuant to such an offer to purchase would result in an event of default under the indenture.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. These statements relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology--for instance, may, will, should, expect, plan, anticipate, believe, estimate, predict, potential or continue, the negative of these terms or other comparable terminology. These statements are only predictions. Actual events or results may differ materially. In evaluating these statements, you should specifically consider various factors, including the risks outlined in the Risk Factors section. These factors may cause our actual results to differ materially from any forward-looking statement.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We are under no duty to update any of the forward-looking statements after the date of this prospectus to conform these statements to actual results or to changes in our expectations.

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes in exchange for the outstanding initial notes. The exchange offer is intended solely to satisfy certain of our obligations under the registration rights agreement. In consideration for issuing the exchange notes, we will receive initial notes in like aggregate principal amount.

The net proceeds to us from the original issuance of the initial notes, after deducting discounts, commissions, expenses and restricted cash were approximately $155.7 million. We invested approximately $37.0 million of the net proceeds in a portfolio of U.S. government securities, which were then pledged as security for the payment in full of interest on the initial notes through June 1, 2001. We intend to use the balance of such net proceeds for the buildout of our IBX facilities in the United States and abroad and for other capital expenditures, working capital and general corporate purposes, including possible acquisitions of other companies or assets. We currently intend to allocate substantial proceeds to each of these uses. However, the precise allocation of funds among these uses will depend on future technological, regulatory and other developments in or affecting our business, the competitive climate in which we operate and the emergence of future opportunities.

We have invested such proceeds in U.S. government securities or other short-term, interest bearing, investment grade securities. We are not currently and do not expect as a result to become subject to the registration requirements of the Investment Company Act of 1940, as amended. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

CAPITALIZATION

The following unaudited table sets forth our capitalization as of September 30, 1999:

- on an actual basis;
- pro forma to give effect to the issuance of additional Series B preferred stock from October through December 1999 and the additional drawing of

debt; and

. pro forma as adjusted to give effect to the issuance of the initial notes.

Please read this table in conjunction with our consolidated financial statements, the related notes to the financial statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this offering memorandum.

<TABLE>
<CAPTION>

	September 30, 1999		
	Actual	Pro Forma	Pro Forma As Adjusted
	(in thousands)		
<S>	<C>	<C>	<C>
Cash, cash equivalents and short-term investments	$46,489	$84,150	$239,838
Restricted cash (1)	$ --	$ --	$ 37,012
Current portion of debt and capital lease obligations	$ 1,706	$ 4,563	$ 4,563
Long-term debt, net of current portion:			
Debt and capital lease obligations	3,734	10,877	10,877
13% Senior notes due 2007	--	--	190,996
Total long-term debt	3,734	10,877	201,873
Stockholders' equity			
Series A convertible preferred stock, $0.001 par value; 14,000,000 shares authorized; 12,455,000 shares issued and outstanding (2)	12	12	12
Series B convertible preferred stock, $0.001 par value; 16,000,000 shares authorized actual, pro forma and pro forma as adjusted; 6,731,290 shares issued and outstanding actual and 10,511,125 issued and outstanding pro forma and pro forma as adjusted	7	11	11
Common stock, $0.001 par value; 75,000,000 shares authorized; 6,987,464 shares issued and outstanding (3)	7	7	7
Additional paid-in capital	69,056	96,713	105,717
Deferred stock-based compensation	(1,233)	(1,233)	(1,233)
Accumulated other comprehensive income	147	147	147
Deficit accumulated during the development stage	(8,141)	(8,141)	(8,141)
Total stockholders' equity	59,855	87,516	96,520
Total capitalization	$63,589	$98,393	$298,393

</TABLE>

- --------

(1) Reflects the portion of the net proceeds from this offering to be used to purchase a portfolio of U.S. government securities to fund the first three scheduled interest payments on the notes.

(2) Excludes 830,000 shares of Series A preferred stock issuable upon the exercise of outstanding warrants.

(3) Excludes 910,430 shares of common stock issuable upon the exercise of outstanding warrants, 530,000 shares of common stock issued between September 30, 1999 and November 30, 1999 upon the exercise of options and 1,748,596 shares of common stock issuable upon the exercise of outstanding options as of November 30, 1999.

SELECTED CONSOLIDATED FINANCIAL DATA

The following statement of operations data for the periods from our inception on June 22, 1998 to December 31, 1998, and for the nine months ended September 30, 1999, and the balance sheet data as of December 31, 1998 and September 30, 1999 (actual) have been derived from our consolidated financial statements and the related notes to the financial statements. The statement of operations data for the nine months ended September 30, 1999 and balance sheet data as of September 30, 1999, were derived from our unaudited condensed interim consolidated financial statements included elsewhere in this prospectus, which, in the opinion of management, include all adjustments, consisting only of normal recurring adjustments, which we consider necessary for a fair presentation of our financial position and results of operations for

this period. Our historical results are not necessarily indicative of the results to be expected for the full year or future periods. The Pro Forma column gives effect to the issuance of additional Series B preferred stock from October through December 1999 and the additional drawing of debt. The Pro Forma As Adjusted column gives effect to the issuance of the initial notes. The following selected financial data should be read in conjunction with our consolidated financial statements and the related notes to the consolidated financial statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

<TABLE>
<CAPTION>

	Period from June 22, 1998 (inception) to December 31, 1998	Nine Months Ended September 30, 1999
	(in thousands)	
<S>	<C>	<C>
Statement of Operations Data:		
Revenues	$ --	$ --
Operating expenses		
Selling, general, and administrative expenses	782	6,860
Depreciation and amortization	4	248
Stock-based compensation	--	306
Total operating expenses	786	7,414
Loss from operations	(786)	(7,414)
Interest expense	--	138
Interest income	(150)	(267)
Interest charge on beneficial conversion of convertible debt	220	--
Net loss	$ (856)	$(7,285)
Other Financial Data:		
EBITDA (1)	$ (782)	$(7,166)
Net cash provided by (used in) operating activities	(544)	349
Net cash used in investing activities	(5,517)	(62,961)
Net cash provided by financing activities	10,226	62,029
Ratio of earnings to fixed charges (2)	--	--

</TABLE>

<TABLE>
<CAPTION>

		As of September 30, 1999		
	As of December 31, 1998	Actual	Pro Forma	Pro Forma As Adjusted
	(in thousands)			
<S>	<C>	<C>	<C>	<C>
Balance Sheet Data:				
Cash, cash equivalents and short-term investments	$9,165	$46,489	$84,150	$239,838
Restricted cash (3)	--	--	--	37,012
Property and equipment, net	482	2,879	2,879	2,879
Construction in progress	31	22,590	22,590	22,590
Total assets	10,001	75,353	113,014	313,014
Total long-term debt, excluding current portion	--	3,734	10,877	201,873
Total stockholders' equity	9,590	59,855	87,516	96,520

</TABLE>

- --------

(1) EBITDA consists of the net loss excluding interest, depreciation and amortization of capital assets. EBITDA is presented to enhance an understanding of our operating results and is not intended to represent cash flow or results of operations in accordance with generally accepted accounting principles for the period indicated and may be calculated differently than EBITDA for other companies.

(2) In calculating the ratio of earnings to fixed charges, earnings consist of net loss before income tax expense and fixed charges. Fixed charges consist of interest expense. The ratio of earnings to fixed charges was less than 1.0 to 1.0 for each of the periods presented. Earnings available for fixed charges were thus inadequate to cover fixed charges. The coverage deficiency for the period from June 22, 1998 (inception) to December 31, 1998 and the nine months ended September 30, 1999 was $856,000 and $7,285,000, respectively.

(3) Reflects the portion of the net proceeds from the issuance of the initial notes to be used to purchase a portfolio of U.S. government securities to fund the first three scheduled interest payments on the notes.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Equinix's business is to design, build and operate the first neutral Internet Business Exchange, or IBX, facilities. By providing a neutral meeting ground for Internet businesses to connect with each other, our IBX facilities will serve as a catalyst for Internet business growth and development. We provide equipment colocation, direct high-speed connections, switched interconnections and professional services to our e-commerce related and Internet business customers. Over the next four years, we intend to open approximately 30 IBX facilities in major Internet markets in the U.S., Europe, Asia and Australia. In July 1999, we opened our first IBX facility in the Washington, D.C. area. We opened our second IBX facility in Newark, New Jersey, in December 1999 and intend to open our facilities in San Jose and Los Angeles, California during the first quarter of 2000. From our inception on June 22, 1998 through September 30, 1999, our operating activities consisted primarily of designing and building our initial IBX facilities in Washington, D.C. and Newark, N.J., searching for space for additional IBX facilities, developing our management team and raising private equity and third party debt to fund the design and building of our IBX facilities.

We intend to generate revenues primarily from the leasing of cabinet space and the provisioning of direct interconnections between our customers. In addition, we intend to offer value-added services which include interconnection services to our customers through our centrally located switches and access to our research and development testing environment and professional services including "Smart Hands" service for customer equipment installations and maintenance, and network consulting and system integration activities. Customer contracts for the lease of cabinets, interconnections and switch ports are renewable and typically range from one to three years with payments for services on a monthly basis. We entered into our first customer contract in April 1999. Our non-recurring revenues are comprised of installation charges that are billed upon successful installation of our customer cabinets, interconnections and switch ports.

Cost of revenues will consist primarily of rental payments on our IBX facilities, amortization and depreciation of IBX facility build-out costs and equipment, utility costs, engineering power, redundancy and security systems support and services and site employee's salaries and benefits. We expect that our cost of revenues will increase significantly as we continue our rollout of additional IBX facilities.

Our selling, general and administrative expenses consist primarily of costs associated with recruiting, training and managing new employees, salaries and related costs of our operations, marketing and sales, customer fulfillment and support functions costs, administrative and finance personnel and professional fees. To date, we have had no significant sales and marketing activities. We also intend to expand our sales force. As a result, we expect to significantly increase our sales and marketing activities.

We expect increased competition in our market and, as a result, a key aspect of our strategy is to capitalize on our first mover advantage and to execute our rapid IBX facility rollout program. The rollout of these additional IBX facilities will significantly increase our fixed and operating expenses, including expenses associated with hiring, training and managing new employees, purchasing new equipment, implementing power and redundancy systems, including engineering support, implementing security services, leasing additional real estate and related costs and depreciation.

Results of Operations

Period from Inception (June 22, 1998) through December 31, 1998 and the Nine Month Period ended September 30, 1999

Since our inception in June 1998, we have experienced operating losses and negative cash flows from operations in each quarter. As of September 30, 1999, we had an accumulated deficit of $8.1 million. The revenue and income potential of our business and market is unproven, and our short operating history makes an

evaluation of our business and prospects difficult. There can be no assurance that we will ever achieve profitability on a quarterly or annual basis or, if achieved, will sustain such profitability. See "Risk Factors--We are an early-stage company, which makes evaluating our business difficult."

Net Revenues. We did not offer IBX facility colocation or interconnection exchange services from inception through September 30, 1999 as our first IBX facility in Washington, D.C. had not yet obtained its fiber connectivity from

its telecommunication carriers. We have, however, entered into contracts with customers and allocated cabinet space to these customers as of September 30, 1999. Although we entered into these customer contracts, including the collection and receipt of installation fees and other customer deposits, we have not recognized such amounts as revenues as the sales cycle was not yet complete. Accordingly, no net revenues were recorded from the date of inception to December 31, 1998 or during the nine month period ended September 30, 1999.

Cost of Revenues. We did not offer IBX facility colocation or interconnection exchange services from inception through September 30, 1999 as our first IBX facility in Washington, D.C. had not yet obtained its fiber connectivity from its telecommunication carriers. Accordingly, no cost of revenues was recorded from the date of inception to December 31, 1998 or during the nine month period ended September 30, 1999.

Selling, General and Administrative. Selling, general and administrative expenses were $786,000 from the date of inception to December 31, 1998 and $7.1 million in the nine month period ended September 30, 1999. We anticipate that selling, general and administrative expenses will increase due to increased sales and marketing activity coinciding with the launch of the our services, increased staffing levels consistent with the growth in the our infrastructure, and related operating costs associated with our regional and corporate expansion efforts.

Stock Based Compensation. As of September 30, 1999, we recorded deferred stock-based compensation expense aggregating $1.5 million for the difference at the date of grant between the exercise price and the fair value of the common stock underlying stock options granted to employees and for the unvested options held by nonemployees which are subject to revaluation at each balance sheet date based on the then current fair market value. Of this amount $306,000 was recognized in the nine month period ended September 30, 1999.

Interest Income, net. Interest expense, net of interest income earned on our cash and cash equivalent balances of $150,000, was $70,000 from the date of inception to December 31, 1998. Interest income, net of interest expense of $139,000, was $128,000 in the nine month period ended September 30, 1999. Interest income consists of short-term interest earned on our cash and cash equivalent balances for the period ended September 30, 1999.

Liquidity and Capital Resources

From inception through September 30, 1999, we have financed our operations and capital requirements primarily through the private sale of Series A preferred stock, Series B preferred stock and partial debt financings for aggregate gross proceeds of approximately $72.1 million. During 1998, cash utilized by operating activities was $544,000. The cash utilized in 1998 reflected working capital necessary for employee-related expenses and facilities expenses.

Our principal source of liquidity as of December 31, 1998 consisted of $9.2 million in cash, cash equivalents and short-term investments. In March 1999, we entered into a loan and security agreement in the amount of $7.0 million bearing interest at 7.5% to 9.0% per annum repayable in 36 to 42 equal monthly payments with a final payment equal to 15% of the advance amounts due at maturity. In May 1999, we entered into a master lease agreement in the amount of $1.0 million. This master lease agreement was increased by addendum in August 1999 by $5.0 million. This agreement bears interest at either 7.5% or 8.5% and is repayable over 42 months in equal monthly payments with a final payment equal to 15% of the advance amounts due on maturity. In August 1999, we entered into a loan agreement in the amount of $10.0 million. This loan agreement bears interest at 8.5% and is repayable over 42 months in equal monthly payments with a

final payment equal to 15% of the advance amounts due on maturity. At November 30, 1999, we had total debt and capital lease financing available of $23.0 million. Of this amount, $15.2 million was outstanding at November 30, 1999.

On December 10, 1999, we completed the private sale of Series B preferred stock in the aggregate amount of $82.8 million. As of such date, we had $221.9 million of cash, cash equivalents and short-term investments.

We currently intend to open approximately 30 IBX facilities over the next four years, 12 of which we expect to complete by the end of 2000. We intend to finance these IBX facilities through cash flow from our existing IBX facilities and approximately $750.0 million of additional financing. Currently we have $221.9 million in cash, cash equivalents and short-term investments available to us. We anticipate that the funds currently available to us are sufficient to fund the capital expenditure and working capital requirements, including operating losses, associated with the initial rollout of eight IBX facilities and three IBX facility expansion projects, which we expect to complete by the end of 2000. To complete the implementation of our approximately 30 site rollout plan within our proposed time frame we anticipate that we will need to raise funds through a combination of additional debt or equity financing. If we

cannot raise sufficient additional funds on acceptable terms, or in amounts required by us, we may delay the rollout of additional IBX facilities or permanently reduce our rollout plans. We anticipate each IBX facility will be able to generate cash flows sufficient to cover its costs and expenses. If we are unable to raise additional funds to further our rollout, we anticipate that the cash flow generated from the IBX facilities, for which we will have obtained financing, will be sufficient to meet the working capital, debt service and corporate overhead requirements associated with those IBX facilities.

The anticipated operating results of our IBX facilities are projections and are inherently uncertain. When you evaluate this information, you should consider the information contained in the risk factors section of this prospectus.

Recent Accounting Pronouncements

In June 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards, or SFAS, No. 133, Accounting for Derivative Instruments and Hedging Activities. SFAS No. 133 establishes accounting and reporting standards for derivative instruments, including derivative instruments embedded in other contracts, and for hedging activities. SFAS No. 133, as amended by SFAS No. 137, Deferral of the Effective Date of FASB Statement No. 133, is effective for all fiscal quarters of fiscal years beginning after June 15, 2000. This statement does not currently apply to us and we do not have any derivative instruments or hedging activities.

Year 2000 Compliance

The year 2000 issue is the result of computer programs written using two digits rather than four to define the applicable year, the "year 2000 issue." Computer programs that have such date-sensitive software may recognize a date using "00" as the year 1900 rather than the year 2000. This could result in a system failure or miscalculations causing disruptions of operations, including, among other things, a temporary inability to process transactions, send invoices or engage in similar normal business activities.

We are heavily dependent upon the proper functioning of our own computer or data-dependent systems. This includes, but is not limited to, our information systems in business, finance, operations and service. Any failure or malfunctioning on the part of these or other systems could adversely affect us in ways that are not currently known, discernible, quantifiable or otherwise anticipated by us.

We have conducted and completed an initial review of our critical internal financial, informational and operational systems to identify and evaluate those areas that may be affected by the year 2000 issue. We are currently devising a plan to implement and test any necessary modifications to these key areas to ensure that they are year 2000 compliant. We anticipate that this plan will include:

- independent validation of our year 2000 assessment procedures;
- initiation of formal communications with all of our significant suppliers, large customers and tools vendors to determine the extent to which we are vulnerable to those third parties' failure to remedy their own year 2000 issues;
- testing of critical systems to the extent possible; and
- the development of contingency plans to address situations that may result if we are unable to achieve year 2000 readiness of our critical operations.

We anticipate that any required remediation programs will be completed by the end of calendar 1999.

To date, we have not incurred incremental material costs associated with efforts to become year 2000 compliant, as the majority of the costs have recently been incurred in the normal course of business. Furthermore, we believe that future costs associated with our year 2000 compliance efforts will not be material.

In addition to the risks associated with our own systems, we have relationships with, and are to varying degrees dependent upon, a large number of third parties that provide information, goods and services to us. Our business and results of operations could experience material adverse effects if our key suppliers were to experience year 2000 related problems that caused them to delay manufacturing or shipment of finished product to us. In addition, our results of operations could be materially adversely affected if any of our key customers encounter year 2000 related problems that cause them to delay or cancel substantial purchase orders or delivery of our product. We have begun to initiate formal communications to ascertain the year 2000 compliance of our key

suppliers and determine the extent to which we may be vulnerable to those third parties' failure to remedy their own year 2000 issues.

While we plan to complete modifications or upgrades of our business-critical systems prior to the year 2000, we cannot be certain that we will be able to upgrade any or all of our major systems in accordance with such plan. If such modifications or upgrades or modifications by key suppliers or customers are not completed in a timely manner or are not successful, we may be unable to conduct our business, which would substantially harm our operations and financial position. In addition, we cannot be certain that any such upgrades will effectively address the year 2000 issue. Furthermore, there can be no guarantee that the systems of other companies on which we rely for the manufacture of our products will be timely converted, or that a failure to convert by another company, or a conversion that is incompatible with our systems, would not have a material adverse effect on our business. We cannot predict the extent of any such impact.

We cannot be certain that we or any third party will be able to avoid any unforeseen problems with respect to any of our systems, which unforeseen problems could have a material adverse effect on our operations and financial position. We are currently evaluating possible actions, including accumulating excess inventory of our finished products, to be taken in the event that the assessment of the year 2000 issue is not successfully completed on a timely basis. However, we have not yet established a formal contingency plan.

Quantitative and Qualitative Disclosures About Market Risk

Equinix has limited exposure to financial market risks, including changes in interest rates. An increase or decrease in interest rates would not significantly increase or decrease interest expense on debt obligations due to the fixed nature of our debt obligations. Our interest income is sensitive to changes in the general level of U.S. interest rates, particularly since the majority of our investments are in short-term instruments. Due to the short-term nature of our investments, we believe that we are not subject to any material market risk exposure. Equinix does not currently have any foreign operations and thus is not currently exposed to foreign currency fluctuations.

BUSINESS

Overview

Equinix's business is to design, build and operate the first neutral Internet Business Exchange, or IBX, facilities. By proving a neutral meeting ground for Internet businesses to interconnect with each other, our IBX facilities are designed to serve as a catalyst for Internet business growth and development. We provide equipment colocation, direct high-speed connections, switched interconnections and professional services to our e-commerce related and Internet business customers that include content providers, or CPs, Internet service providers, or ISPs, carriers and component service providers, or CSPs. By locating at our IBX facilities, our customers place their Internet operations at a central exchange point for Internet traffic while gaining the benefits of the highest level of security, redundancy, scalability and service. As a result, our customers are better positioned to capitalize on market opportunities, expand their business offerings and enter new markets. We intend to open approximately 30 IBX facilities in major Internet markets in the U.S., Europe, Asia, South America and Australia. In July 1999, we opened our first IBX facility in the Washington, D.C. area and in December 1999 we opened our second IBX facility in Newark, New Jersey. We intend to open IBX facilities in San Jose and Los Angeles, California, during the first quarter of 2000. Our current customers include Akamai, Cable & Wireless, Concentric Network, Ernst & Young Technologies, iBeam Broadcasting, MCI WorldCom, NaviNet, NetRail, NorthPoint Communications and Teleglobe.

We were founded in June 1998 and are led by Albert M. Avery, IV, our president and chief executive officer, and Jay S. Adelson, our vice president, engineering and site development and chief technology officer, who were responsible for designing, building and operating the Palo Alto Internet Exchange, or PAIX, one of the most active global Internet traffic exchange points. PAIX launched commercial service in July 1996 and was functioning at full capacity within one year of introduction.

Since March 1999, we have raised more than $300 million to fund the rollout of our IBX facilities. Our stockholders are many of the most influential companies driving the development, operation and utilization of the Internet and its transformation to a reliable, trusted medium for commerce. They include America Online, Artemis S.A., Benchmark Capital, the Carlyle Group, Cisco Systems, Comdisco Ventures, Dell Corporation, E*Trade Group, Enron Corporation, epartners Capital (News Corp.), Finlayson Investments (Temasek), Microsoft Corporation, Millennium System Trading Limited (Pacific Century Group), Morgan Stanley Dean Witter, NorthPoint Communications, Reuters and Salomon Smith Barney.

Market Opportunity

Since the early 1990s, the Internet has experienced tremendous growth and is emerging as a global medium for communications and commerce. According to International Data Corporation, or IDC, the number of Internet business-to-business users worldwide will increase from approximately 142 million at the end of 1998 to approximately 502 million by 2003. In addition, according to Forrester Research, the number of Internet sites worldwide is expected to grow from fewer than 500,000 in 1997 to approximately 4.0 million in 2002. IDC also states that worldwide Internet business commerce sales are forecast to grow from approximately $50 billion at the end of 1998 to approximately $1.3 trillion by the end of 2003.

The Internet's explosive growth has led to chronic problems in the quality and reliability of Internet-related services delivered to the end user. Infrastructure has not kept pace with demand. Businesses have tried to alleviate these problems by relocating Internet content closer to core communications centers, upgrading network bandwidth and employing technologies such as web page caching. Unfortunately, these attempts have not been sufficient to ensure consistently high quality service. As broadband access, e-commerce and streaming media applications continue to gain market acceptance, businesses must find new solutions to ensure that the Internet infrastructure will meet their needs for Internet commerce.

Traditionally, the Internet was thought of as just a network of networks. The distribution of content and delivery of services between thousands of individual networks occurred at network access points, or NAPs. These original NAPs were typically built in pre-existing telecommunications carrier facilities and run by

companies such as MCI WorldCom, Sprint and Pacific Bell. Because operating the NAPs is not a core business for these carriers, they have not made the necessary investments in the NAPs to effectively manage the rapid growth in Internet traffic. As a result, these NAPs have emerged as one of the primary bottlenecks to improved Internet communications. The problems inherent in the NAPs stem from a number of sources:

- Carrier monopoly. Ownership by the major carriers results in a lack of neutrality, essentially providing the carriers with a monopoly on all communications services provided. This can cause the services to be costly and provides no redundancy to the ISPs and other carriers within the facilities.

- Limited scalability. There are a limited number of NAPs in the U.S. that handle the majority of Internet traffic exchange. These NAPs are physically constrained and unable to handle the tremendous growth in Internet traffic. As a result, only the largest carriers and ISPs receive preferential space allocation at the NAPs, leaving small and mid-sized companies without the ability to colocate at these facilities.

- Legacy technologies. The NAPs were designed around outdated technologies that have limited their capacity. For example, the core switches in these facilities cannot scale to meet the traffic growth, which in some cases has resulted in significant packet loss and latency. The lack of direct connections between ISPs within the NAPs has compounded this problem.

On the Internet today, business content has become more valuable than many of the networks that support it. In the legacy NAPs, however, the lack of AC power, poor air conditioning, lack of financial-grade security, inadequately trained support staff and limited facility access have made it impractical for content providers to locate their content at central communications exchange points.

A variety of businesses, including emerging carriers, Web site hosting companies, ISPs and more focused new entrants are beginning to provide improved colocation services for Internet content. Forrester Research predicts that a combination of rapid Internet growth and increased outsourcing of Internet-related services will create an acute need for Internet-related hosting and colocation services, producing revenue growth in the U.S. from approximately $875 million in 1998 to approximately $14.7 billion by 2003. While the demand for these colocation services is significant, most new colocation facilities are being constructed by telecommunications carriers and ISPs. Internet and e-commerce companies who choose to colocate equipment at these facilities typically have no choice but to purchase bandwidth from the owner of the facility. This can be costly, given the lack of competition, and a significant risk if the facility owner's network were to fail or have performance problems.

IDC estimates that the number of non-U.S. Internet users will grow from approximately 79 million at the end of 1998 to approximately 325 million by the end of 2003. Rapid growth of international Internet usage has created an unprecedented need for additional internationally-based central Internet traffic exchange points. Unfortunately, there are a limited number of NAPs outside of the U.S. As a result, non-U.S. traffic is often routed through one of the U.S. NAPs, whether or not that serves as the most efficient route,

resulting in inefficiency and wasted resources. These routing inefficiencies burden international ISPs with high operating costs and often result in slow, unreliable transmissions.

As a result of tremendous competitive, time-to-market and technological pressures, Internet and e-commerce companies are demanding facilities that provide multiple interconnections with a broad cross-section of service providers and customers in a neutral environment conducive to rapid growth and optimal flexibility. Unfortunately, the tremendous growth of Internet usage and e-commerce has aggravated the inefficiencies of the current Internet architecture, which has constrained businesses' abilities to effectively grow and manage their Internet operations.

The Equinix Solution

Our neutral IBX facilities are designed to solve many of the infrastructure problems facing Internet businesses today. They will provide environments that stimulate efficient business growth by encouraging

independent Internet supplier companies to deliver a wide variety of services. We are able to provide the following key benefits to our customers:

Choice. We believe that the ability of customers to choose among a variety of product and service providers is the fundamental driver of dynamic growth in commerce. By offering this crucial element of choice, our IBX facilities are designed to serve as a catalyst for our customers that creates synergy among them and makes it possible for them to adapt their business models to successfully scale with the growth of each other and of the Internet. Internet and e-commerce related businesses view the IBX facility as a forum to attract additional customers and diversify sources of supply for their businesses.

Opportunity to Increase Revenues and Reduce Costs. As a result of the proposed size of our IBX facilities and the anticipated large amount of Internet and e-commerce related business we expect to attract, our customers will have access to a multitude of potential business partners. Accordingly, our customers will have a better opportunity to increase the size of their addressable markets, accelerate revenue growth and improve the quality of their services at our IBX facilities. In addition, participants will be able to enhance their ability to control costs by aggregating their service purchases at a single location and through improved purchasing power.

Scalability. We design our IBX facilities for physical scalability and scalability from the perspective of an individual customer's ability to transact business. As a result, our IBX facilities will both stimulate and support the efficient growth of our customers. From a facility perspective, we construct our IBX facilities to be large enough to accommodate our customers' short-term needs, and our plan is to maintain sufficient available expansion space to meet their long-term growth needs where possible. In addition, through our global presence we will have a broad capacity to meet customers' multi-market and multi-geographic requirements. On an individual basis, customers are able to design their own unique cabinet configurations within a shared or private cage environment. As the need arises, customers can expand within their original cage or upgrade into a cage which meets their expanded requirements. We predict that customers will require this added capacity as they interconnect with each other and expand their customer reach.

Reliability. Our IBX design provides our customers with reliable and disaster-resistant environments that are necessary for optimum Internet commerce interconnection. We believe that the level of excellence and consistency achieved in our IBX architecture and design results in premium, secure, fault-tolerant exchanges. Our IBX facilities are designed to offer our customers redundant, high-bandwidth Internet connectivity through multiple third-party connections. Additionally, our solutions include multi-level financial grade security, scalable cabinet space availability, on-site trained staff 24x365, dedicated areas for customer care and equipment staging, redundant AC/DC power systems and multiple other redundant, fault-tolerant infrastructure systems.

Value Added Services. In addition to our core services, we offer advanced products and value-added services that are intended to assist customers in improving the quality of their interconnection and traffic exchange. Such services include high-speed interconnects through our central switching fabric, route servers, root DNS servers, rubidium-disciplined clock sources and NTP servers, as well as a collaborative research environment. In addition, we enable collaborative research activities amongst our customers, which provide our customers with the opportunity to test their advanced products and services in a high-bandwidth production setting as well as gain exposure to leading-edge Internet products and technologies.

Equinix Strategy

Our objective is to be the business-to-business Internet communications market leader for Internet commerce by attracting a wide variety of

complementary business partners and providing the highest level of service in our IBX facilities. To accomplish this objective we are employing the following strategies:

Capitalize on Our Neutrality. IBX neutrality means we provide our customers with the freedom to choose their preferred product and service providers. We call this a neutral environment and it is one of the fundamental characteristics of an IBX facility. This is a significantly improved approach compared with the

current Internet model where ISPs and telecommunications carriers own and operate the majority of colocation and exchange facilities. Our customers benefit from a neutral environment that stimulates efficient business growth through accelerated network economics created by the efficient and rapidly growing interaction between business Internet service providers, sometimes called "network effects."

Target a Balanced IBX Customer Base. As a key aspect to fostering efficient interaction and promoting choice, reliability and redundancy, we intend to actively manage our customer base at each IBX facility to include a balanced number of Internet and e-commerce related businesses. For example, we will seek to ensure that an e-mail service provider located in an Equinix IBX facility will be able to market its services to many CPs, ISPs, or, a CP located in an Equinix IBX facility will have a choice of multiple bandwidth providers to establish redundancy while commanding the purchasing leverage to demand higher service quality at a lower bandwidth cost.

Expand Globally and Capitalize on First Mover Advantage. We believe that capitalizing on our first mover advantage is essential to establishing leadership in the rapidly developing neutral Internet business exchange market. As a result, we currently plan to launch an aggressive IBX facility rollout program over the next twelve to eighteen months and open a total of 12 IBX facilities in the United States and internationally. Three additional IBX facilities are scheduled to open in the United States by the end of the first quarter of 2000. Another eight IBX facilities are scheduled to open in 2000 in the U.S., Europe, Asia and Australia. We believe the demand for our international IBX facilities and services will be significant due to the early stage of Internet infrastructure deployment outside of the U.S.

Establish Equinix as the Leading Brand for IBX facilities. We plan to establish Equinix as the industry standard for the highest quality Internet connections. Through brand awareness and promotion we intend to create a strong following among all top CPs, ISPs, carriers and CSPs. We believe that this strong brand awareness, combined with our ability to provide the highest quality Internet interconnection services and physical facilities and professional services will provide us with a competitive advantage in our market.

Leverage Blue-Chip Investor Base. Our stockholders are some of the most influential companies driving the development, operation and utilization of the Internet. They provide us with invaluable technical and business insight, industry contacts and customer relationships to help expedite the expansion of our business. These stockholders include America Online, Artemis S.A., Benchmark Capital, the Carlyle Group, Cisco Systems, Comdisco Ventures, Dell Corporation, E*Trade Group, Enron Corporation, epartners Capital (News Corp.), Finlayson Investments (Temasek), Microsoft Corporation, Millennium System Trading Limited (Pacific Century Group), Morgan Stanley Dean Witter, NorthPoint Communications, Reuters and Salomon Smith Barney.

Continue Providing Leading-Edge Products and Services. Part of our competitive advantage is our ability to provide leading edge products and services to our customers. To this end, we encourage our customers to research and test their new technologies within our state-of-the-art research and development environment. We make available our on-site support and research areas and enable our customers to house their own equipment within the IBX facility. By collaborating with leading technology companies we believe we are positioned at the forefront of Internet technology development. As we increase our scale and customer base, we will have numerous opportunities to cross-sell additional infrastructure services such as measurement and testing, network-monitoring, network consulting and design and system integration.

Customers

Customers typically sign renewable contracts of one to three years in length, often with options on additional space. Our current customers, including Akamai, Cable & Wireless, Concentric Network, Ernst & Young Technologies, iBeam Broadcasting, MCI WorldCom, NaviNet, NetRail, NorthPoint Communications, Teleglobe and others, have subscribed for approximately 27% of the capacity of our Washington, D.C. IBX facility. Additionally, Akamai, NetRail and NorthPoint Communications have signed multi-site agreements.

Historically, Internet businesses have been vertically integrated and provided all services directly to their customers. These services typically include marketing, access and backbone connectivity, server hosting, and other services such as e-mail and usenet newsgroups. Continued rapid growth, innovation, competition and scarce human resources have opened the door for companies to specialize in core Internet services and turn to best-of-breed suppliers to provide other elements of their product. These specialized players include:

- content providers supplying information, education or entertainment content and conducting the sale of goods and services;
- Internet service providers offering end-users Internet access and customer support;
- carriers, such as long haul and local loop fiber, DSL and fixed wireless access; and
- component service providers offering ASP and web hosting, e-mail, usenet newsgroups and content distribution.

We consider these specialized players to be the core of our customer base and we offer each customer solutions that are designed to meet their unique and changing needs.

We believe our IBX facilities provide the following benefits to our customers:

Type of Customer:	Benefits
Content Providers	. Choice among multiple bandwidth providers and CSPs . Avoidance of local loop and transport charges . Scalable, flexible, fault-tolerant environment . Cost savings through aggregating purchases at a single location . Expedited provisioning of services . Minimize packet loss and latency issues . Colocation at a central exchange point for Internet traffic . Financial grade security and 24x7 Internet trained staff
Internet Service Providers	. Direct peering with other ISPs over private high-speed dedicated interconnections . Simplified outsourcing of various component services, including DSL, e-mail, usenet and content distribution . Expedited, flexible, scalable and cost-efficient bandwidth provisioning . Elimination of capital investments for facilities . Centralized audience for products and services
Carriers	. Economies of scale with reduced capital costs . Ability to focus on core competencies . Centralized market with access to dozens of potential customers
Component Service Providers	. Proximity to customers reduces operations, technology and marketing costs and speeds service deployment . Avoidance of local loop and transport charges . Improved quality of service through direct connections

Services

Within our IBX facilities we provide our customers with equipment colocation and interconnection, value-added services, and professional services.

Equipment Colocation Services

Within our IBX facilities, customers can colocate and interconnect their equipment and perform high bandwidth communications while bypassing the public Internet and avoiding local loop and transport charges often associated with such arrangements. Customers can use these interconnections for a variety of purposes, including private peering, delivery of services or connecting to private WANs.

Cabinets. Customers have the choice of colocating their equipment in shared cages or in their own locked, secure cabinets and, in either case, are able to design their own unique cabinet configurations. Cabinet spaces are available in

half height (42), sufficient for a basic networking presence or full height (84), suitable for networking and server colocation. Cable trays support cables between and among cabinets. Stationary or slide shelves and enclosed cabinets are available upon request. As a customer's colocation requirements increase, they can expand within their original cage or upgrade into a cage that meets their expanded requirements.

Shared Cages. A shared cage environment is designed for customers needing less than ten full cabinets to house their equipment. Each cabinet in a shared cage is individually secured with an advanced trackable electronic locking system and the cage itself is secured with a biometric hand-geometry system.

Private Cages. Customers that contract for a minimum of ten full cabinets can use a private cage to house their equipment. Private cages are also available in larger full cabinet sizes. Each private cage is individually secured with a biometric hand-geometry system.

Direct Connections. Customers requiring a dedicated communications link may directly connect to each other. Direct connections are Any Mode Any Speed, which means they can include single-mode fiber, multi-mode fiber, and other media upon request, as well as handle any speed required by the customer. These cross connections are customized and terminated per customer instructions and may be implemented within 24 hours of request.

Value-Added Services

Central Switching Fabric. Customers may choose to connect to our redundant central switching fabric rather than purchase direct connections. Our central switching fabric can accommodate select port connections at speeds of OC-3, OC-12 and OC-48c with transmission speeds of 155 Mbps, 622 Mbps and 2,488 Mbps, respectively.

Core Infrastructure Services. Those customers with a port connection on the central switching fabric have access to multiple core infrastructure services. These services address critical intelligent networking requirements and assist customers in improving the quality of their interconnection and traffic exchange. Current core infrastructure services include route servers, root DNS servers, rubidium-disciplined clock sources and NTP servers.

Emerging Technologies Environment. Our IBX customers enjoy access to a research and development environment for testing new products and technology in a production setting. For example, this environment features alternative central switching fabric platforms on various participating vendor's equipment, each operating with simulated production-level traffic, dedicated cabinet space and on-site and remote technical support. Customers can connect to these systems to perform various tests. Other technologies, such as new protocols, server-based information services, multicast and caching may be staged and tested in our IBX facilities. Our philosophy is to collaborate with our customers and work independently to test, prove and select the best technologies and solutions for next-generation networking to enhance the scalability of Internet-related businesses. Current projects address monitoring and caching technologies, multicast networks and systems and various switching products.

Professional Services

Our IBX facilities are staffed with highly trained Internet and telecommunications specialists who are available on a 24x365 basis. These professionals are trained to perform installations of customer equipment and cross connections, and integration and support services.

"Smart Hands" Services. Our customers can take advantage of our professional "Smart Hands" service, which gives customers access to our IBX staff for a variety of troubleshooting tasks, when their own staff is not on site. These tasks include power cycling, card swapping, and performing emergency equipment replacement. Services are available on-demand or by customer contract.

Other Professional Services. We also provide network consulting and system integration services to our customers.

IBX Design and Staffing

Our IBX facilities are designed to provide a state-of-the-art, secure, full-service, neutral operating environment of typically 900 cabinets (50,000 square feet) in the first-phase buildout for colocation of customer equipment. The IBX facilities are designed to provide specific and compelling improvements over legacy facilities, including improved security, redundancy of all key infrastructure systems and improved customer care. An IBX facility is divided into six basic functional areas--access, customer care, colocation, telecommunications access, mechanical and power systems and operations.

Access Area. The access area includes a bullet-resistant guard booth; a welcome area, a hand-geometry enrollment station, and a mantrap to further

control access to the IBX facility. All doors and access ways are secured with biometric hand-geometry readers to ensure absolute identification and authentication. All customers and Equinix employees entering an Equinix IBX facility must be cleared through this secured zone.

Customer Care Area. The customer care area includes a seating section, conference rooms, Internet workstations, customer equipment preparation work areas, equipment lockers, a game room, bathrooms, showers and a kitchen.

Colocation Area. The colocation area is divided into large cages to house networking and customer computer equipment that is secured by biometric security access systems. This area includes dual independent AC and DC power distribution systems, full-automated CCTV digital camera security surveillance, and a tamper-proof overhead cable-management system with separate trays for fiber and copper data, AC power and DC power cables. Access to the colocation area is through the customer care area.

Telecommunications Access Area. All IBX facilities will have a minimum of two dedicated fiber entry vaults for telecommunications carrier access to the colocation area. In addition, every IBX facility has roof space or a separate platform for customers who access the IBX facility via wireless devices such as satellite dishes, radio antennae and microwave.

Mechanical and Power Systems Area. The mechanical and power systems area includes machine rooms and space used to house all mechanical, power safety and security equipment. Fully redundant heating, ventilation, air conditioning and power systems, as well as dual electric utility feeds support all areas of the IBX facility. Power systems are designed and periodically tested to transparently handle rapid transition from public utility power to back-up power. The AC uninterruptable power supply and DC battery systems are configured to operate a fully occupied IBX facility for a minimum of fifteen minutes. If there is a utility power failure, the on-site generator system could be brought on-line in less than eight seconds through an automatic transfer switch to supply seamless, uninterrupted power to the IBX facility. The emergency generators, located in a specially equipped area, supply power to the AC and DC systems. On-site fuel tanks store sufficient fuel to power a fully occupied IBX facility for a minimum of 48 hours.

Operations Area. The operations area houses the IBX manager's office, an operations center for staff technicians and office space for visiting Equinix employees. It includes consoles for monitoring all IBX environmental systems and for tracking all activities at the IBX facility. In selected IBX facilities, this area will house regional operations centers that will monitor the operations of several IBX facilities.

Other Specifications

Security System. All access controls and other security functions are connected to a central security computer system that controls access to the interior and exterior perimeters of the IBX facilities. An armed security guard located behind the bullet-resistant security console controls access to the colocation area. The caged sections of the colocation area can only be accessed through hand-geometry readers located on cage doors. CCTV digital cameras connected to a central system at the security console monitor and record all activity within the IBX facility, as well as the perimeter and the roof.

Staffing. A typical IBX facility is staffed with nine Equinix employees, including one IBX manager and eight technical service personnel who provide 24x365 coverage for customer support needs. In addition, an IBX facility has two armed security guards on duty at all times, a chief engineer and 24-hour technical support.

Other. For security purposes, an Equinix IBX facility is anonymous. No indications of facility ownership or function are visible from the exterior. In addition, there are no raised floors and all walls are airtight and without windows. Our IBX facilities are designed with advanced fire suppression systems, either a FM-200 gas type or a multi-zoned dry-pipe system, both of which are armed with sensory mechanisms to sample the air and raise alarms before pressurization or release. Finally, an Equinix IBX facility is designed to withstand a seismic event of 7.5 as measured on the Richter scale.

IBX Rollout Schedule

The objective of our global rollout strategy is to rapidly establish a leadership position in the mission critical Internet and e-commerce market. We intend to open approximately 30 IBX facilities in major Internet markets in the U.S., Europe, Asia, South America and Australia over the next four years. We opened our first IBX facility in July 1999 in Ashburn, Virginia, our Washington, D.C. IBX facility, and, in December 1999, we opened our second IBX facility in Newark, New Jersey. During the first quarter of 2000, we intend to open additional IBX facilities in San Jose and Los Angeles, California. Through the remainder of 2000, our rollout consists of opening IBX facilities in Chicago, Illinois; Atlanta, Georgia; London, England; Hong Kong; Dallas, Texas;

Amsterdam, Netherlands; Paris, France; and Frankfurt, Germany. In addition, we are planning major expansions to our Washington, D.C. and San Jose IBX facilities. The scalable nature of our IBX model enables us to be flexible in response to changing market opportunities. As a result, the timing and placement of our IBX facilities will vary depending on numerous factors, including competitive, technological, regulatory and other developments.

Sales and Marketing

Sales

We use a direct sales force to market our services to Internet and e-commerce related businesses. We are organizing our sales force by customer segments as well as establishing a sales presence in diverse geographic regions, which will enable efficient servicing of the customer base from a network of regional offices. A regional office is comprised of a manager, sales representatives and technical support personnel. While we may contemplate other distribution channels and reseller arrangements in the future, through the year 2000 substantially all revenues will be generated by direct sales.

Before opening an IBX facility, we will focus on securing key anchor customers and generating sales commitments for at least 20% of the available capacity. Our sales strategy is to focus our efforts on the top 25 companies in our customer segments, which include content providers, ISPs, carriers and CSPs. Momentum in

the selling process and the presence of anchor customers are important to attracting additional potential customers who see the IBX facility as an opportunity to generate new customers and revenues in a business exchange environment and to improve the quality of their colocation services. We expect a substantial number of customers to contract for services at multiple IBX facilities and have already received orders from three such customers. At each IBX facility, our sales representatives will screen prospective customers and will manage the population of the IBX facility to ensure an appropriate mix of customer types.

Marketing

To support our sales effort and to actively promote and solidify the Equinix brand, we plan to conduct comprehensive marketing programs. Our marketing strategies will include an active public relations campaign, print advertisements, online advertisements, trade shows, speaking engagements, strategic partnerships and on-going customer communications programs. We are focusing our marketing effort on business and trade publications, online media outlets, industry events and sponsored activities. We participate in a variety of Internet, computer and financial industry conferences and encourage our officers and employees to pursue speaking engagements at these conferences. In addition to these activities, we intend to build recognition through sponsoring industry technical forums, participating in Internet industry standard-setting bodies, such as the Internet Engineering Task Force, and delivering white papers that address Internet infrastructure issues at conferences.

Competition

Our market is new, rapidly evolving, and likely to have an increasing number of competitors. To be successful in this emerging market, we must be able to differentiate ourselves from existing colocation and web hosting companies. We may also face competition from persons seeking to replicate our IBX concept. We may not be successful in differentiating ourselves or achieving widespread market acceptance of our business. Furthermore, enterprises that have already invested substantial resources in peering arrangements may be reluctant or slow to adopt our approach that may replace, limit or compete with their existing systems. If we are unable to complete our IBX facilities in a timely manner, other companies will be able to attract the same customers that we are targeting. Once the customers are located in our competitors' facilities, it will be very difficult, if not impossible, to convince them to relocate to our IBX facilities.

We may encounter competition from a number of sources, some of which may also be our customers, including:

- Web site hosting, colocation and ISP companies such as AboveNet, Digital Island, Exodus, Frontier GlobalCenter, Globix, PSINet and Verio;
- established communications carriers such as AT&T, Level 3, MCI WorldCom, Qwest and Sprint; and
- emerging colocation service providers such as Colo.com, IX Europe, Neutral Nap and Telehouse.

Potential competitors may bundle their products or incorporate colocation services in a manner that is more attractive to our potential customers than

purchasing cabinet space in our IBX facilities and utilizing our services. Furthermore, new competitors or alliances among competitors may emerge and rapidly acquire significant market share. Our competitors may be able to respond more quickly to new or emerging technologies and changes in customer requirements than we can.

Some of our potential competitors have longer operating histories and significantly greater financial, technical, marketing and other resources than we do. In particular, carriers and several hosting and colocation companies have extensive customer bases and broad customer relationships that they can leverage, including relationships with many of our potential customers. These companies also have significantly greater customer support and professional service capabilities than we do. Because of their greater financial resources, some of these companies have the ability to adopt aggressive pricing policies. As a result, in the future we may have to

adopt pricing strategies that compete with such competitors to attract and retain customers. Any such pricing pressures would adversely affect our ability to generate revenues.

Employees

As of November 30, 1999, we had 85 full-time employees and two full-time consultants. We had 67 employees based at our corporate headquarters in Redwood City, California and our regional sales offices in New York, NY and Reston, VA, and 18 employees based at our Washington, D.C. and Newark, N.J. IBX facilities. Of those employees, 49 were in engineering and operations, 20 were in sales and marketing and 16 were in management and finance.

Properties

Our executive offices are located in Redwood City, CA. We have entered into lease commitments for IBX facilities in Ashburn, VA, Newark, NJ, San Jose and Los Angeles, CA and Chicago, IL. Relating to future IBX facilities, we do not intend to own real estate or buildings but rather continue to enter into lease agreements with a minimum term of ten years, renewal options and rights of first refusal on space for expansion.

Legal Proceedings

We are currently not involved in any litigation.

MANAGEMENT

Officers, Key Employees and Directors

Our officers, key employees and directors, and their ages as of December 29, 1999, are as follows:

<TABLE>
<CAPTION>

Name	Age	Position
<S>	<C>	<C>
Albert M. Avery, IV.....	56	President, Chief Executive Officer and Director
Jay S. Adelson.....	29	Vice President, Engineering, Chief Technology Officer and Director
Philip J. Koen.....	47	Chief Financial Officer and Secretary
Marjorie S. Backaus.....	37	Vice President, Marketing
Roy A. Earle.....	43	Vice President, IBX Development
Peter T. Ferris.....	42	Vice President, Worldwide Sales
Gregory F. McHugh.....	50	Vice President, Operations
William B. Norton.....	35	Director of Business Development
Andrew S. Rachleff.....	40	Director
Michelangelo Volpi.....	33	Director

</TABLE>

Albert M. Avery, IV, one of our founders, has served as Equinix's president, chief executive officer and a director since our inception in June 1998. During the period from February 1996 to June 1998, Mr. Avery was general manager of the Palo Alto Internet Exchange (PAIX) of Digital Equipment Corporation (DEC), a division of Compaq. During the period from March 1994 to February 1996, Mr. Avery served as chief of staff to the vice president of research and advanced development at DEC. Before holding this position, Mr. Avery held a variety of sales, business and engineering management roles at DEC, which he joined in 1968. Mr. Avery holds a B.S. in electrical engineering from Lafayette College and an M.S. in computing from the University of California at Los Angeles.

Jay S. Adelson, one of our founders, has served as Equinix's vice president, engineering, chief technology officer and a director since our inception in June 1998. During the period from February 1997 to June 1998, Mr. Adelson was

operations manager at PAIX. Before joining PAIX, Mr. Adelson was a founding member of Netcom On-Line Communications, Inc., an Internet services corporation, where, during the period from January 1994 to February 1997, he managed both access and network operations. Mr. Adelson holds a B.S. in communications from Boston University.

Philip J. Koen has served as Equinix's chief financial officer and secretary since July 1999. Before joining Equinix, Mr. Koen was employed at PointCast, Inc., an Internet company, where he served as chief executive officer during the period from March 1999 to June 1999; chief operating officer during the period from November 1998 to March 1999; and chief financial officer and executive vice president responsible for software development, network operations, finance, information technology, legal and human resources during the period from July 1997 to November 1998. From December 1993 to May 1997, Mr. Koen was vice president of finance and chief financial officer of Etec Systems, Inc., a semi-conductor equipment company. Mr. Koen currently serves as a director of Zitel Corporation and of Centura Software Corp., both public companies. Mr. Koen holds a B.A. in economics from Claremont McKenna University and an M.B.A. from the University of Virginia.

Marjorie S. Backaus has served as Equinix's vice president, marketing since November 1999. During the period from August 1996 to November 1999, Ms. Backaus was vice president of marketing at Global One, a telecommunications company. From November 1987 to August 1996, Ms. Backaus served in various positions at AT&T, including that of division manager, DirecTV. Ms. Backaus holds a B.B.A.A. in accounting from Kennesaw State University and an M.B.A. from Emory University.

Roy A. Earle has served as Equinix's vice president, IBX development since November 1999. Before joining Equinix, Mr. Earle was employed at Etec Systems, a semiconductor equipment company where he served as vice president and general manager of display products from September 1997 to November 1999 and

as vice president for operations from October 1995 to September 1997. From July 1994 to October 1995, Mr. Earle served as chief operating officer and plant manager at Temic Siliconix, a semiconductor company. Mr. Earle holds a B.S. in chemistry from the University College in Dublin, Ireland and an M.S. in materials science from the University of Sheffield, United Kingdom.

Peter T. Ferris has served as Equinix's vice president, worldwide sales since July 1999. During the period from June 1997 to July 1999, Mr. Ferris was vice president of sales for Frontier Global Center, a provider of complex web site hosting services. From June 1996 to June 1997, Mr. Ferris served as vice president, eastern sales at Genvity Inc., an Internet services provider. From December 1993 to June 1996, Mr. Ferris was vice president, mid-Atlantic sales at MFS DataNet Inc., a telecommunications services provider. Mr. Ferris holds a B.A. in economics from Ohio Wesleyan University.

Gregory F. McHugh has served as Equinix's vice president, operations since March 1999. During the period from February 1996 to March 1999, Mr. McHugh was a principal at Pittiglio, Rabin, Todd & McGrath, a high-technology consulting firm. During the period from September 1993 to November 1995, Mr. McHugh was vice president of operations for Cadence Design Systems, an electronic design firm. Mr. McHugh has held a number of executive roles in information systems for such companies as Quantum, Analog Devices, National Semiconductor and Motorola. He also has experience managing service operations and Internet services at Pacific Bell. Mr. McHugh holds a B.S. in engineering from San Francisco State University and an M.S.E.E. in electrical engineering from Stanford University.

William B. Norton, one of our founders, has served as Equinix's director of business development since October 1998. During the period from October 1987 to September 1998, Mr. Norton, an industry-recognized speaker and panelist, was manager of Internet engineering at Merit Network, Inc., a not-for-profit corporation in support of higher education networks, and led the North American Network Operators Group, the Internet network operations forum for the United States and Canada. Mr. Norton holds a B.A. in computer science from the State University of New York, Potsdam and an M.B.A. from the University of Michigan School of Business Administration.

Andrew S. Rachleff has served as a director of Equinix since September 1998. Mr. Rachleff has served as a general partner of Benchmark Capital, a Menlo Park-based venture capital firm, since its founding in May 1995. Since May 1986, Mr. Rachleff has served as a general partner of Merrill, Pickard, Anderson & Eyre. Mr. Rachleff currently serves as a director of several privately held companies and of NorthPoint Communications, Inc., a public company and one of our stockholders. Mr. Rachleff holds a B.S. from the University of Pennsylvania and an M.B.A. from the Stanford Graduate School of Business.

Michelangelo Volpi has served as a director of Equinix since November 1999. Mr. Volpi has served in various capacities at Cisco Systems, a data communications equipment manufacturer, since 1994, most recently as senior vice

president, business development. Mr. Volpi holds a B.S. and an M.S. in mechanical engineering from Stanford University and an M.B.A. from the Stanford Graduate School of Business.

Director Compensation

Directors do not receive compensation for services provided as a director or for participation on any committee of the board of directors. Directors are not reimbursed for their out-of-pocket expenses in serving on the board of directors or any committee thereof. Directors are eligible for option grants under our 1998 Stock Plan.

Compensation Committee Interlocks and Insider Participation

No interlocking relationship exists between any member of our board of directors and any member of the board of directors or compensation committee of any other company, and no such interlocking relationship has existed in the past. Currently, we do not have a compensation committee. Instead, compensation related decisions are made by the entire board of directors.

Indemnification

To the fullest extent permitted by applicable law, our amended and restated certificate of incorporation authorizes us to provide indemnification of, and advancement of expenses to, our agents and any other persons to whom the Delaware General Corporation Law permits us to provide indemnification, in excess of the indemnification and advancement otherwise permitted by the Delaware General Corporation Law. Our authorization is subject only to limits created by the Delaware General Corporation Law relating to actions for breach of duty to Equinix, our stockholders and others.

Our bylaws provide for mandatory indemnification of our directors to the fullest extent permitted by Delaware law and for permissive indemnification of any person, other than a director, made party to any action, suit or proceeding by reason of the fact that he or she is or was our officer or employee.

We have also entered into indemnification agreements with our officers and directors containing provisions that may require us to indemnify such officers and directors against liabilities that may arise by reason of their status or service as directors or officers, other than liabilities arising from willful misconduct of a culpable nature, and to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Executive Compensation

The following table sets forth compensation information for the period from June 1998 through December 31, 1998 paid by us for services by our chief executive officer and our other highest-paid executive officer whose total annualized salary and bonus for such fiscal year exceeded $100,000:

<TABLE>
<CAPTION>

	Annual Compensation		Long-Term Compensation Awards		
Name and Principal Position	Salary($)	Bonus($)	Restricted Stock Awards	Securities Underlying Options(#)	All Other Compensation($)
<S>	<C>	<C>	<C>	<C>	<C>
Albert M. Avery, IV..... President, Chief Executive Officer and Director	$ 81,193(1)	$ --	1,818,000(3)	0	--
Jay S. Adelson..... Vice President, Engineering and Site Development, Chief Technology Officer and Director	$ 76,776(2)	--	1,818,000(3)	0	--

</TABLE>

(1) Mr. Avery has been employed by Equinix since June 1998.
(2) Mr. Adelson has been employed by Equinix since June 1998.
(3) Each of Messrs. Avery and Adelson purchased 2,020,000 shares of common stock on June 22, 1998 pursuant to a stock purchase agreement. Each agreed to amend their stock purchase agreement on July 30, 1998 to subject 1,818,000 of the shares to vesting restrictions. Pursuant to the amendment, the 1,818,000 shares will vest in 48 monthly installments from June 22, 1998. The purchaser will also vest in 25% of the shares if his employment is involuntarily terminated and will vest in all of the shares if his employment is involuntarily terminated within 12 months following a change in control of Equinix. As of December 31, 1998, Messrs. Avery and Adelson

had vested in none of the restricted shares and the restricted shares had a value of $180,891, which represents 1,818,000 shares valued at $0.10 per share less $0.0005, the price paid per share.

Option Grants in Last Fiscal Year

No stock options or stock appreciation rights were granted to our chief executive officer and our other highest-paid executive officer during the last fiscal year.

Aggregated Option Exercises in Last Fiscal Year and Fiscal Year-End Option Values

No stock options or stock appreciation rights were exercised by our chief executive officer and our other highest-paid executive officer in 1998, and no stock options or stock appreciation rights were held by such officers at the end of that year.

Employee Benefit Plan

1998 Stock Plan

Share Reserve. Our board of directors adopted our 1998 Stock Plan on September 10, 1998. Our stockholders have also approved this plan. We have reserved 8,008,540 shares of our common stock for issuance under the 1998 Stock Plan. In general, if options or shares awarded under the 1998 Stock Plan are forfeited, then those options or shares will again become available for awards under the 1998 Stock Plan.

Administration. Our board of directors administers the 1998 Stock Plan. The board has the complete discretion to make all decisions relating to the interpretation and operation of our 1998 Stock Plan. The board has the discretion to determine who will receive an option, what type of option it will be, how many shares will be covered by the option, what the vesting requirements will be, if any, and what the other features and conditions of each option will be. The board may also reprice outstanding options and modify outstanding options in other ways.

Eligibility. The following groups of individuals are eligible to participate in the 1998 Stock Plan:

- Employees;
- Non-employee members of our board of directors; and
- Consultants.

Types of Awards. The 1998 Stock Plan provides for the following types of awards:

- Incentive stock options to purchase shares of our common stock;
- Nonstatutory stock options to purchase shares of our common stock; and
- Restricted stock.

Options. An optionee who exercises an incentive stock option may qualify for favorable tax treatment under Section 422 of the Internal Revenue Code of 1986. However, nonstatutory stock options do not qualify for such favorable tax treatment. The exercise price for incentive stock options granted under the 1998 Stock Plan may not be less than 100% of the fair market value of our common stock on the option grant date. In the case of nonstatutory stock options, the minimum exercise price is 85% of the fair market value of our common stock on the option grant date. Optionees may pay the exercise price by using:

- Cash;
- Shares of common stock that the optionee already owns;
- An immediate sale of the option shares through a broker designated by us; or
- A loan from a broker designated by us, secured by the option shares.

Options vest at the time or times determined by our board of directors. In most cases, our options will vest over a four-year period following the date of grant. Options generally expire 10 years after they are granted, however they generally expire earlier if the optionee's service terminates earlier.

Restricted Shares. Restricted shares may be awarded under the 1998 Stock Plan in return for:

. Cash;

. Services previously provided to us; and

. Services to be provided to us in the future, except that the par value of such shares, if newly issued, shall be paid in cash.

Restricted shares vest at the time or times determined by the board.

Change in Control. If a change in control of Equinix occurs, an option or restricted stock award under the 1998 Stock Plan will generally become fully vested. However, if the surviving corporation assumes the option stock award or option or replaces it with a comparable option, then vesting will not accelerate. An option or stock award will become fully exercisable and fully vested if the holder's employment or service is involuntarily terminated within 12 months following the change in control. A change in control includes:

. A merger or consolidation of Equinix with or into another entity or any other corporate reorganization, if persons who were not our shareholders immediately before the transaction own immediately after the transaction 50% or more of the voting power of the outstanding securities of each of (A) the continuing or surviving entity and (B) any direct or indirect parent corporation of such continuing or surviving entity; after which our own stockholders own 50% or less of the surviving corporation (or its parent company); or

. A sale of all or substantially all of our assets.

Amendments or Termination. Our board of directors may amend or terminate the 1998 Stock Plan at any time. If our board amends the plan, stockholder approval is not required unless such approval is otherwise required under applicable law. The 1998 Stock Plan will continue in effect until September 9, 2008, unless the board decides to terminate the plan earlier.

Employment Agreements and Change of Control Arrangements

The board of directors, as plan administrator of the 1998 Stock Plan, has the authority to provide for accelerated vesting of the shares of common stock subject to outstanding options held by our officers and any other person in connection with certain changes in control of Equinix. In connection with our adoption of the 1998 Stock Plan, we have provided that upon a change in control of Equinix, each outstanding option and all shares of restricted stock will generally become fully vested unless the surviving corporation assumes the option or award or replaces it with a comparable award.

Except for Mr. Ferris, none of the executive officers have employment agreements with Equinix, and their employment may be terminated at any time. Equinix has entered into an agreement with Mr. Ferris, our Vice President of Sales, dated June 28, 1999 which provides that his salary shall be $190,000 per year and he is eligible for a target bonus of $60,000. The agreement provides for the grant of an option to purchase 340,000 shares of common stock at the fair market value on the grant date vesting over 4 years. The agreement also provides that we will extend a loan to Mr. Ferris of up to $750,000. Should Equinix be acquired before an initial public offering of its equity securities, we have agreed to pay Mr. Ferris a cash bonus equal to the difference between $1,000,000 and the amount Mr. Ferris receives for his shares of Equinix stock. The agreement also provides for acceleration of vesting of option shares as if Mr. Ferris remained employed for one additional year if there are certain changes in control of Equinix. We also agreed to indemnify Mr. Ferris for any claims brought by his former employer under an employment and non-compete agreement he had with this employer.

RELATED-PARTY TRANSACTIONS

Since inception, there has not been, nor is there currently proposed, any transaction or series of similar transactions to which we were or are to be a party in which the amount involved exceeds $60,000 and in which any director, executive officer or holder of more than 5% of our common stock, on an as converted basis, or an immediate family member of any of these individuals or entities, had or will have a direct or indirect interest other than:

. compensation arrangements, which are described where required under "Management;" and

. the transactions described below.

Sale of Common Stock. In June 1998, we issued and sold 2,020,000 shares of our common stock to Albert M. Avery, IV, our president, chief executive officer and director, at a per share purchase price of $0.0005 (which accounts for a 2.02 for one stock split on August 31, 1998).

In June 1998, we issued and sold 2,020,000 shares of our common stock to Jay S. Adelson, our vice president, engineering and site development, chief technology officer and director, at a per share purchase price of $0.0005 (which accounts for a 2.02 for one stock split on August 31, 1998).

Series A Preferred Stock Financing. In September 1998, we issued and sold 5,015,000 shares of our Series A preferred stock to Benchmark Capital Partners II, L.P., a 5% stockholder of us, at a per share purchase price of $1.00. One of our directors, Andrew S. Rachleff, is a general partner of Benchmark Capital, the general partner of Benchmark Capital Partners II, L.P.

In September 1998, we issued and sold 3,850,000 shares of our Series A preferred stock to Cisco Systems, Inc., a 5% stockholder of us, at a per share purchase price of $1.00. One of our directors, Michelangelo Volpi, is a senior vice president of Cisco Systems, Inc.

In January 1999, we issued and sold 2,000,000 shares of our Series A preferred stock to Microsoft Corporation, a 5% stockholder of us, at a per share purchase price of $1.00.

Series B Preferred Stock Financing. In August through November 1999, we issued and sold 675,000 shares of our Series B preferred stock to Benchmark Capital Partners II, L.P., at a per share purchase price of $8.00.

In September 1999, we issued and sold 456,250 shares of our Series B preferred stock to Cisco Systems, Inc., at a per share purchase price of $8.00.

In September 1999, we issued and sold 237,500 shares of our Series B preferred stock to Microsoft Corporation, at a per share purchase price of $8.00.

In September 1999, we issued and sold 625,000 shares of our Series B preferred stock to NorthPoint Communications, Inc. at a per share purchase price of $8.00. One of our directors, Andrew S. Rachleff, is also a director of NorthPoint Communications, Inc.

Lease Agreement with Entity Affiliated with 5% Stockholder. In March 1999, we entered into an equipment lease facility with Cisco Systems Credit Corporation, an entity affiliated with Cisco Systems, Inc., under which we leased $137,293 of equipment for a 24-month term. See "Description of Other Indebtedness--Cisco Systems Credit Corporation Lease Facility" for a description of this lease facility.

Warrants to Purchase Common Stock. In August 1999, we issued warrants to purchase 225,430 shares of our common stock, at a purchase price of $0.80 per share, to NorthPoint Communications, Inc. in connection with a strategic agreement.

Loan to Executive Officer. In September 1999, we loaned an aggregate of $750,000 to Peter Ferris, one of our executive officers, to purchase a principal residence. The non-interest bearing note is secured by a second deed of trust on the residence, a promissory note and a stock pledge agreement, and has a term of five years.

Relocation Allowance to Executive Officers. In July 1999, we granted a relocation allowance in the amount of $60,000 to Peter Ferris. The full amount of the allowance has been paid to Peter Ferris. In November 1999, we granted a relocation allowance in the amount of $60,000 to Marjorie Backaus. To date, Marjorie Backaus has not received any amount under the allowance.

Founders' Registration Rights. We have entered into an investors' rights agreement that provides for registration rights in favor of Albert M. Avery, IV and Jay S. Adelson if there are public issuances of our common stock. See "Description of Capital Stock--Registration Rights" for a description of these registration rights.

Option Grants. In the past, we have granted options to our executive officers. We may grant options to our directors and executive officers in the future. See "Management--Option Grants in Last Fiscal Year."

Indemnification. We have entered into an indemnification agreement with each of our officers and directors. See "Management--Indemnification" for a description of the indemnification available to our officers and directors under these indemnification agreements.

PRINCIPAL STOCKHOLDERS

The table on the next page presents selected information regarding beneficial ownership of our outstanding common stock, on an as converted basis, as of November 30, 1999 for:

- each person known by us to own beneficially more than five percent, in the aggregate, of the outstanding shares of our common stock on an as converted basis;

- each of our directors, our chief executive officer and our four other highest-paid executive officers; and

- all of our directors and executive officers as a group.

Under the rules of the Securities and Exchange Commission, beneficial ownership includes sole or shared voting or investment power over securities and includes the shares issuable under stock options that are exercisable within 60 days of November 30, 1999. Shares issuable under stock options exercisable within 60 days are considered outstanding for computing the percentage of the person holding the options but are not considered outstanding for computing the percentage of any other person.

Percentage ownership calculations are based on 29,981,339 shares of common stock outstanding as of November 30, 1999, as adjusted to reflect the conversion of all outstanding shares of preferred stock into common stock. Unless otherwise indicated, the address for each listed stockholder is c/o Equinix, Inc., 901 Marshall Street, Redwood City, California 94063. To our knowledge, except as indicated in the footnotes to this table and under applicable community property laws, the persons or entities identified in this table have sole voting and investment power relating to all shares of stock shown as beneficially owned by them.

<TABLE>
<CAPTION>

Name of Beneficial Owner	Number of Beneficially Owned Shares	Percentage Beneficially Owned
<S>	<C>	<C>
Albert M. Avery, IV(1)	1,720,000	5.7%
Jay S. Adelson (2)	2,020,000	6.7
Philip J. Koen (3)	440,000	1.5
Peter T. Ferris (4)	340,000	1.1
Michelangelo Volpi (5) 170 West Tasman Drive San Jose, CA 95134	--	--
Andrew S. Rachleff (6) 2480 Sand Hill Road, Suite 200 Menlo Park, CA 94025	5,690,000	19.0
Entities affiliated with Benchmark Capital (7) 2480 Sand Hill Road, Suite 200 Menlo Park, CA 94025	5,690,000	19.0
Cisco Systems, Inc. 170 West Tasman Drive San Jose, CA 95134	4,306,250	14.4
Microsoft Corporation One Microsoft Way Redmond, WA 98052	2,237,500	7.5
All directors and executive officers as a group (9 persons) (8)	11,035,000	36.0

</TABLE>

(1) Includes 1,174,125 shares subject to a right of repurchase by us as of November 30, 1999.
(2) Includes 1,174,125 shares subject to a right of repurchase by us as of November 30, 1999.
(3) Includes 385,000 shares subject to a right of repurchase by us as of November 30, 1999.
(4) Includes 170,000 shares subject to options that are exercisable within 60 days of November 30, 1999 and 170,000 shares subject to a right of repurchase by us as of November 30, 1999.

(5) Mr. Volpi is a senior vice president of Cisco Systems, Inc., which holds 4,306,250 shares of Equinix.
(6) Includes shares held by Benchmark Capital Partners II, L.P., Benchmark Founders' Fund II, L.P., Benchmark Founders' Fund II-A, L.P., and Benchmark Members' Fund II, L.P. Mr. Rachleff is a managing member of Benchmark Capital Management Co. II, L.L.C., which is the general partner of Benchmark Capital Partners II, L.P., Benchmark Founders' Fund II, L.P., Benchmark Founders' Fund II-A, L.P., and Benchmark Members' Fund II, L.P. Mr. Rachleff shares voting and dispositive power relating to the shares held by each such entity and disclaims beneficial ownership of these shares, except to the extent of his pecuniary interest in Benchmark Capital Management Co. II, L.L.C., arising from his general partnership interest.
(7) Includes shares held by Benchmark Capital Partners II, L.P., Benchmark Founders' Fund II, L.P., Benchmark Founders' Fund II-A, L.P., and Benchmark Members' Fund II, L.P.

(8) Includes the shares described in Notes 1 through 6. Also includes 825,000 shares subject to options that are exercisable within 60 days of November 30, all of which are subject to a right of repurchase by us as of November 30, 1999.

DESCRIPTION OF OTHER INDEBTEDNESS

Venture Lending & Leasing Equipment Acquisition Loan Facility

In August 1999, we entered into a $10.0 million equipment acquisition loan facility with Venture Lending & Leasing, Inc. II, as the agent and principal lender. The facility lenders will make advances up to:

- 85% of the acquisition cost of the equipment and tenant improvements for our Newark, New Jersey IBX facility; and
- 100% of the acquisition cost, to the extent that such cost does not exceed $1.0 million, of certain customer acquisition and serving software that we acquire for our headquarters.

Our obligations under the facility are secured by a first priority security interest against the assets financed with the facility advances and the customer acquisition and serving software that the facility lenders have agreed to finance. We can request facility advances until June 2000. As of November 30, 1999 we have drawn the entire $10.0 million against this loan facility.

Interest will accrue on the facility advances at the annual rate of 8.5%, and the advances will be repaid in 42 equal monthly installments. In connection with the last installment we will pay a final amount equal to 15% of the original advance amount. We will have the right to prepay the advances, in whole or in part, provided that we pay a prepayment premium equal to the following percentage of the principal prepaid:

<TABLE>
<CAPTION>

Month of Term of Advance Prepaid	Percentage
<S>	<C>
1-6	8%
7-12	7%
13-18	6%
19-24	5%
25-30	4%
31-36	3%
37-42	2%

</TABLE>

In connection with this facility, we issued to the lenders warrants to purchase Series A preferred stock at an exercise price of $4.50 per share. In total, 200,000 shares can be acquired under the warrants, for an aggregate exercise price equal to 9% of the facility commitment. The fair value of these warrants, as determined using an option pricing model, has been recorded as a deferred debt facility cost and will be amortized to interest expense on a straight-line basis over the term of the facility.

The facility contains customary covenants that restrict our operations relating to, among other things, incurring debt, granting security interests, merging or consolidating with other entities, making loans and investments, entering into affiliate transactions and changing our business. It does not have any financial covenants. The facility contains customary events of default, including non-payment of amounts due under the facility, default under certain of our other obligations, breach of covenants set forth in the facility, the existence of certain unstayed or undischarged judgments, the making of materially false or misleading representations or warranties, the commencement of reorganization, bankruptcy, insolvency or similar proceedings, the occurrence of certain ERISA events or certain change of control events.

Comdisco Equipment Lease Facility

In May 1999, we entered into a $1.0 million equipment lease finance facility with Comdisco, Inc. In August 1999, Comdisco amended this facility and increased its total lease financing commitment by $5 million.

Under the original $1.0 million commitment, which we can draw down through May 2000, Comdisco will lease to us equipment, software and tenant improvements for our corporate headquarters, on the condition that the dollar amount of the software and tenant improvements financed does not exceed 20% of this commitment. Each lease schedule under this commitment is for 42 months, with monthly lease payments in the amount of

2.698% of the acquisition cost of the leased property, for an implied annual

interest rate of 16.2%. When the term for a schedule covering equipment expires, we will have the option of returning the leased property to Comdisco, negotiating with Comdisco for an extension of the lease term or purchasing the property at its then fair market value, to the extent that such value does not exceed 15% of the equipment's original acquisition cost. When the term for a schedule covering software and tenant improvements expires, we must make a final payment equal to 15% of the original acquisition cost of the software and tenant improvements. As of November 30, 1999, we have leased a total of $661,000 in equipment under this facility.

Under the $5.0 million increased commitment, which we can draw down until August 2000, Comdisco will lease to us equipment, software and tenant improvements for our San Jose, California IBX facility, provided that the dollar amount of the software and tenant improvements financed does not exceed 57% of this commitment. Each lease schedule under this commitment is for 42 months, with monthly lease payments in the amount of 2.742% of the acquisition cost of the leased property, for an implied annual interest rate of 8.5%. Upon executing a lease schedule, we must pay the first and last months rent in advance. When the term for a schedule covering the San Jose IBX facility expires, we must make a final payment equal to 15% of the original acquisition cost of the property financed under the schedule. To date, we have not leased any amount under this commitment.

In connection with the original $1.0 million lease commitment, we issued to Comdisco a warrant to acquire 20,000 shares of Series A preferred stock at a purchase price of $2.50 per share. In connection with the $5.0 million increase in the facility commitment, we issued to Comdisco a warrant to acquire 100,000 shares of Series A preferred stock at a purchase price of $4.50 per share. The fair value of these warrants, as determined using an option pricing model, has been recorded as a deferred debt facility cost and will be amortized on a straight-line basis to interest expense over the term of the facility.

The facility restricts our ability to merge or consolidate with another entity. It does not contain any financial covenants. The facility contains customary equipment lease events of default, including non-payment of amounts due under the facility, breach of covenants set forth in the facility, the making of materially false or misleading representations or warranties under the facility, and the commencement of reorganization, bankruptcy, insolvency or similar proceedings involving us.

Comdisco Equipment Loan Facility

In March 1999, Equinix-DC, Inc., our wholly owned subsidiary and the operator of our Washington, D.C. IBX facility, entered into a $7.0 million equipment acquisition loan facility with Comdisco, Inc. Until March 2000, Comdisco will make advances up to 100% of the acquisition cost of equipment, tenant improvements and software for our Washington, D.C. IBX facility, provided that no more than 57% of the loan commitment may be used to finance tenant improvements and software. Comdisco holds a first priority security interest in all of Equinix-DC's assets as collateral for the facility obligations.

Advances that finance equipment acquisitions will accrue interest at the annual rate of 7.5% and will be repaid in 42 monthly installments, and in connection with the last installment we will pay a final amount equal to 15% of the original advance amount. Advances that finance tenant improvements and software acquisitions will accrue interest at the annual rate of 9% and will be repaid in 36 monthly installments. In connection with the last installment, we will pay a final amount equal to 15% of the original advance amount. We will have the right to prepay the advances, in whole or in part, without paying any penalty or premium. As at November 30, 1999, we have borrowed a total of $5.5 million under this facility.

In connection with this facility, we issued to Comdisco a warrant to acquire 510,000 shares of our Series A preferred stock at a purchase price of $1.00 per share. The fair value of these warrants, as determined using an option pricing model, has been recorded as a deferred debt facility cost and will be amortized on a straight-line basis to interest expense over the term of the facility.

The facility contains covenants that restrict Equinix-DC's right to, among other things, grant security interests, declare dividends, dispose of a material portion of its assets, and enter into settlements with customers relating to outstanding accounts. It does not have any financial covenants. The facility contains customary events of default, including non-payment of amounts due under the facility, default by Equinix-DC relating to certain of its other obligations, breach of covenants set forth in the facility, the existence of certain unstayed or undischarged judgments against Equinix-DC, the making of materially false or misleading representations or warranties under the facility, and the commencement of reorganization, bankruptcy, insolvency or similar proceedings involving Equinix-DC.

Fore Financial Services Equipment Lease Facility

In June 1999, we entered into an equipment lease facility with Fore Financial Services. Under the first lease schedule, we leased $197,440 in equipment and software for our corporate headquarters. We are required to make 36 monthly lease payments of $5,943. Upon expiration of the initial lease term, the term can be extended for another 6 months, or we can purchase the leased property at its then fair market value. Under the second lease schedule, we leased $208,298 in equipment and software for the Washington, D.C. IBX facility. We are required to make 36 monthly lease payments of $6,270. Upon expiration of the initial lease term, the term can be extended for another 6 months, or we can purchase the leased property at its then fair market value. Under the third lease schedule, we leased $210,300 in equipment and software for our Newark, New Jersey IBX facility, effective November 1999. We are required to make 36 monthly lease payments of $6,379. Upon the expiration of the initial lease term, the term can be extended for another 6 months, or we can purchase the lease property at its then fair market value.

The facility restricts our ability to merge or consolidate with another entity or to sell all or substantially all of our assets, by treating such events as defaults. It does not contain any financial covenants. The facility contains customary equipment lease events of default, including non-payment of amounts due under the facility, breach of covenants set forth in the facility, the making of materially false or misleading representations or warranties under the facility, and the commencement of reorganization, bankruptcy, insolvency or similar proceedings involving us.

Cisco Systems Credit Corporation Lease Facility

In March 1999, we entered into an equipment lease facility with Cisco Systems Credit Corporation. Under this facility, we have leased, for a 24-month term, $137,293 in Cisco and Cisco-related equipment for our corporate headquarters. We paid the first and last months' rent payments upon signing the lease schedule. Each rent payment is $5,463. When the term expires, we will have the option to purchase the leased property at its then fair market value. The option will terminate, however, if default occurs during the term. If we do not purchase the leased property, we will have the right to extend the lease term in one-year increments with the same monthly payments.

The facility contains customary equipment lease events of default, including non-payment of amounts due under the facility, breach of covenants set forth in the facility and the commencement of reorganization, bankruptcy, insolvency or similar proceedings involving us.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

Under the registration rights agreement, we are required to use our reasonable best efforts to file not later than February 29, 2000 (90 days following the date of original issuance of the initial notes (the closing date)) the registration statement of which this prospectus is a part for a registered exchange offer relating to an issue of new notes substantially identical in all material respects to the initial notes except that the new notes will be registered under the Securities Act, will not bear legends restricting their transfer and will not be entitled to registration rights under the registration rights agreement. The summary herein of certain provisions of the registration rights agreement does not purport to be complete and we refer you to the provisions of the registration rights agreement, which has been filed as an exhibit to the registration statement of which this prospectus is a part and a copy of which is available as set forth under the heading "Available Information."

Under the registration rights agreement, we are required to:

- use our reasonable best efforts to cause the registration statement to be declared effective no later than June 28, 2000 (210 days after the closing date);
- use our reasonable best efforts to consummate the exchange offer within 30 days of the registration statement being declared effective; and
- keep the exchange offer effective for not less than 30 days (or longer if required by applicable law) after the date that notice of the exchange offer is mailed to holders of the initial notes.

The exchange offer being made here, if commenced and consummated within the time periods described in this paragraph, will satisfy those requirements under the registration rights agreement.

This prospectus, together with the letter of transmittal, is being sent to all record holders of initial notes as of , 2000.

Based on interpretations by the staff of the Securities and Exchange

Commission, as set forth in no-action letters issued to third parties, we believe that the exchange notes issued pursuant to the exchange offer may be offered for resale, resold or otherwise transferred by each holder of exchange notes (other than a broker-dealer who acquires the initial notes directly from Equinix for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act, and other than any holder that is an "affiliate" (as defined in Rule 405 under the Securities Act) of Equinix) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such holder:

- is acquiring the exchange notes in the ordinary course of its business;
- is not participating in, and does not intend to participate in, a distribution of such exchange notes within the meaning of the Securities Act and has no arrangement or understanding with any person to participate in a distribution of the exchange notes within the meaning of the Securities Act; and
- is not an affiliate (as defined in Rule 405 under the Securities Act) of Equinix.

By tendering the initial notes in exchange for exchange notes, each holder, other than a broker-dealer, will be required to make representations to that effect. If a holder of initial notes is participating in or intends to participate in, a distribution of the exchange notes, or has any arrangement or understanding with any person to participate in a distribution of the exchange notes to be acquired pursuant to the exchange offer, such holder may be deemed to have received restricted securities and may not rely on the applicable interpretations of the staff of the Securities and Exchange Commission. Any such holder will have to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction.

Each broker-dealer that receives exchange notes for its own account in exchange for initial notes may be deemed to be an "underwriter" within the meaning of the Securities Act and must acknowledge that it will

deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such exchange notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with offers to resell, resales and other transfers of exchange notes received in exchange for initial notes which were acquired by such broker-dealer as a result of market making or other trading activities. We have agreed that we will make this prospectus available to any broker-dealer for a period of time not to exceed 180 days after the consummation of the exchange offer for use in connection with any such offer to resell, resale or other transfer. Please refer to the section in this prospectus entitled "Plan of Distribution."

Shelf Registration Statement

In the event that:

(i) because of any change in law or applicable interpretations thereof by the staff of the Securities and Exchange Commission, we are not permitted to effect the exchange offer; or

(ii) for any other reason, the exchange offer is not consummated within 210 days from the closing date; or

(iii) any holder of initial notes notifies us within 20 business days following the consummation of the exchange offer that (x) such holder was prohibited by law of policy of the Securities and Exchange Commission from participating in the exchange offer, or (y) such holder may not resell the exchange notes acquired by it in the exchange offer to the public without delivering a prospectus and this prospectus is not appropriate or available for such resale, or (z) such holder is a broker-dealer and holds notes acquired directly from us or any of our affiliates (within the meaning of the Securities Act), then in the case of clauses (i) through (iii) of this sentence, we will be obligated, at our sole expense, to:

- use our reasonable best efforts, as promptly as practicable and in no event more than 30 days following such request, to file with the Securities and Exchange Commission a shelf registration statement covering resales of the initial notes;
- use our reasonable best efforts to cause the shelf registration statement to be declared effective under the Securities Act within 90 days after the date we are required to file a shelf registration statement; and
- use our reasonable best efforts to keep the shelf registration statement

continuously effective, supplemented and amended as required by the Securities Act, to permit the prospectus which is a part of such shelf registration statement to be usable by holders for a period of two years after the shelf registration statement is declared effective or such shorter period of time that will terminate when all of the applicable initial notes have been sold thereunder.

We will, in the event that a shelf registration statement is filed, provide to each holder of the initial notes being registered copies of the prospectus that is a part of the shelf registration statement, notify each such holder when the shelf registration statement has become effective and take certain other actions as are required to permit unrestricted resales of the initial notes being registered. A holder that sells initial notes pursuant to the shelf registration statement will be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreement that are applicable to such a holder (including certain indemnification rights and obligations).

Liquidated Damages

In the event that:

(i) we do not file the registration statement or the shelf registration statement, as the case may be, with the Securities and Exchange Commission on or before the dates specified above for such filings;

(ii) the registration statement or the shelf registration statement, as the case may be, is not declared effective on or before the dates specified above for such effectiveness;

(iii) the exchange offer is not consummated within 30 days of the registration statement being declared effective; or

(iv) the shelf registration statement is filed and declared effective but thereafter ceases to be effective or usable in connection with its intended purpose (each such event referred to in clauses (i) through (iv), a "Registration Default");

then we will be obligated to pay to each holder of transfer restricted securities (as defined in the registration rights agreement) liquidated damages. Liquidated damages will accrue and be payable semi-annually on the initial notes and the exchange notes (in addition to the stated interest on the initial notes and the exchange notes) in an amount equal to 0.50% per year during the first 90-day period, which will increase by 0.50% per year for each subsequent 90-day period, but in no event will such rate exceed 1.50% per year in the aggregate, regardless of the number of registration defaults. Liquidated damages will accrue from the date a registration default occurs until the date on which:

- the registration statement is filed;
- the registration statement or shelf registration statement is declared effective and the exchange offer is consummated;
- the shelf registration statement is declared effective; or
- the shelf registration statement again becomes effective or made usable, as the case may be.

Following the cure of all registration defaults, the accrual of liquidated damages will cease.

Upon consummation of the exchange offer, subject to certain exceptions, holders of initial notes who do not exchange their initial notes for exchange notes in the exchange offer will no longer be entitled to registration rights and will not be able to offer or sell their initial notes, unless such initial notes are subsequently registered under the Securities Act (which, subject to certain limited exceptions, we will have no obligation to do), or pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. Please refer to the section in this prospectus entitled "Risk Factors--There could be negative consequences to you if you do not exchange your initial notes for exchange notes."

Expiration of the Exchange Offer

The exchange offer will expire at 5:00 p.m., New York City time, on , 2000. The expiration date will be at least 30 days after the commencement of the exchange offer in accordance with Rule 14e-1(a) under the Securities Exchange Act of 1934 and the registration rights agreement.

Procedures for Tendering Initial Notes

To tender your initial notes in the exchange offer, you must complete, sign and date the letter of transmittal, or a facsimile thereof, have the signatures thereon guaranteed if required by the letter of transmittal, and mail or otherwise deliver the letter of transmittal or the facsimile, or an agent's message (as defined below), together with the certificates representing the initial notes being tendered and any other required documents, to the exchange agent on or before 5:00 p.m., New York City time, on the expiration date. Alternatively, you may either:

- send a timely confirmation of a book-entry transfer of such initial notes, if such procedure is available, into the exchange agent's account at The Depository Trust Company, or DTC, pursuant to the procedure for book-entry transfer described below, on or before 5:00 p.m. on the expiration date, or

- comply with the guaranteed delivery procedures described below.

The term "agent's message" means a message, transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express

acknowledgment from the participant in DTC tendering initial notes which are the subject of such book-entry confirmation that such participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against such participant.

THE METHOD OF DELIVERY OF THE INITIAL NOTES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT YOUR ELECTION AND RISK. INSTEAD OF DELIVERY BY MAIL, WE RECOMMEND THAT YOU USE AN OVERNIGHT OR HAND-DELIVERY SERVICE. IF SUCH DELIVERY IS BY MAIL, WE RECOMMEND THAT YOU USE REGISTERED MAIL, PROPERLY INSURED, WITH RETURN RECEIPT REQUESTED. IN ALL CASES, YOU SHOULD ALLOW SUFFICIENT TIME TO ASSURE TIMELY DELIVERY. YOU SHOULD NOT SEND ANY LETTERS OF TRANSMITTAL OR INITIAL NOTES TO US. You must deliver all documents to the exchange agent at its address set forth below. You may also request your respective brokers, dealers, commercial banks, trust companies or nominees to effect such tender on your behalf.

Your tender of initial notes will constitute an agreement between you and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal.

Only a holder of initial notes may tender such initial notes in the exchange offer. The term "holder" relating to the exchange offer means any person in whose name initial notes are registered on our books or any other person who has obtained a properly completed bond power from the registered holder.

If you are the beneficial owner of initial notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your initial notes, you should contact such registered holder promptly and instruct such registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, before completing and executing the letter of transmittal and delivering your initial notes, either make appropriate arrangements to register ownership of the initial notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor" institution within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, each, an "eligible institution", unless the initial notes are tendered:

- by a registered holder (or by a participant in DTC whose name appears on a security position listing as the owner) who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal if the exchange notes are being issued directly to such registered holder (or deposited into the participant's account at DTC), or

- for the account of an eligible institution.

If the letter of transmittal is signed by the recordholder(s) of the initial notes tendered, the signature must correspond with the name(s) written on the face of the initial notes without alteration, enlargement or any change whatsoever. If the letter of transmittal is signed by a participant in DTC, the signature must correspond with the name as it appears on the security position listing as the holder of the initial notes.

If the letter of transmittal is signed by a person other than the registered holder of any initial notes listed, such initial notes must be endorsed or

accompanied by bond powers and a proxy that authorize such person to tender the initial notes on behalf of the registered holder in satisfactory form to us as determined in our sole discretion, in each case as the name of the registered holder or holders appears on the initial notes.

If the letter of transmittal or any initial notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or

representative capacity, such persons should so indicate when signing. Unless waived by us, evidence satisfactory to us of their authority to so act must also be submitted with the letter of transmittal.

A tender will be deemed to have been received as of the date when the tendering holder's duly signed letter of transmittal accompanied by the initial notes tendered (or a timely confirmation received of a book-entry transfer of initial notes into the exchange agent's account at DTC with an agent's message) or a notice of guaranteed delivery from an eligible institution is received by the expiration date. Issuances of exchange notes in exchange for initial notes tendered pursuant to a notice of guaranteed delivery by an eligible institution will be made only against delivery of the letter of transmittal (and any other required documents) and the tendered initial notes (or a timely confirmation received of a book-entry transfer of initial notes into the exchange agent's account at DTC with an agent's message) with the exchange agent.

All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of the tendered initial notes will be determined by us in our sole discretion, which determination will be final and binding. We reserve the absolute right to reject any and all initial notes not properly tendered or any initial notes which, if accepted, would, in our opinion or our counsel's opinion, be unlawful. We also reserve the absolute right to waive any conditions of the exchange offer or irregularities or defects in tender as to particular initial notes. Our interpretation of the terms and conditions of the exchange offer (including the instructions in the letter of transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of initial notes must be cured within such time as we shall determine. We, the exchange agent or any other person will be under no duty to give notification of defects or irregularities relating to tenders of initial notes. None of us or the exchange agent will incur any liability for failure to give such notification. Tenders of initial notes will not be deemed to have been made until such irregularities have been cured or waived. Any initial notes received by the expiration date that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned without cost by the exchange agent to the tendering holders of such initial notes, unless otherwise provided in the letter of transmittal, as promptly as practicable following the expiration date.

In addition, we reserve the right in our sole discretion, subject to the provisions of the indenture, to:

- purchase or make offers for any initial notes that remain outstanding after the expiration date, or, as set forth under "--Expiration Date", to terminate the exchange offer in accordance with the terms of the registration rights agreement; and

- to the extent permitted by applicable law, purchase initial notes in the open market, in privately negotiated transactions or otherwise. The terms of any such purchases or offers could differ from the terms of the exchange offer.

Acceptance of Initial Notes for Exchange; Delivery of Exchange Notes

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept all initial notes properly tendered, promptly after the expiration date, and will issue the exchange notes promptly after the expiration date and acceptance of the initial notes. Please refer to the section of this prospectus entitled "--Conditions" below. For purposes of the exchange offer, initial notes will be deemed to have been accepted as validly tendered for exchange when, as and if we had given oral or written notice to the exchange agent.

In all cases, issuance of exchange notes for initial notes that are accepted for exchange pursuant to the exchange offer will be made only after timely receipt by the exchange agent of certificates for such initial notes or a timely book-entry confirmation of such initial notes into the exchange agent's account at the book-entry transfer facility, a properly completed and duly executed letter of transmittal or an agent's message and all other required documents, in each case, in form satisfactory to us and the exchange agent. If any tendered initial notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if initial notes are submitted for a greater principal amount than the holder desires to exchange, such unaccepted or non-exchanged initial notes will be returned without expense to

the tendering holder thereof (or, in the case

of initial notes tendered by book-entry transfer procedures described below, such non-exchanged initial notes will be credited to an account maintained with such book-entry transfer facility) as promptly as practicable after withdrawal, rejection of tender, the expiration date or earlier termination of the exchange offer.

Book-Entry Transfer

The exchange agent will make a request to establish an account relating to the initial notes at DTC for purposes of the exchange offer. Any financial institution that is a participant in DTC's systems may make book-entry delivery of initial notes by causing DTC to transfer such initial notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer.

However, although delivery of initial notes may be effected through book-entry transfer into the exchange agent's account at DTC, an agent's message or the letter of transmittal or facsimile thereof with any required signature guarantees and any other required documents must, in any case, be transmitted to and received by the exchange agent at the address set forth below under "--Exchange Agent" on or before the expiration date or the guaranteed delivery procedures described below must be complied with. DELIVERY OF DOCUMENTS TO DTC DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT. All references in the prospectus to deposit of initial notes will be deemed to include DTC's book-entry delivery method.

Guaranteed Delivery Procedure

If you are a registered holder of initial notes and desire to tender such initial notes, and the initial notes are not immediately available, or time will not permit your initial notes or other required documents to reach the exchange agent before the expiration date, or the procedures for book-entry transfer cannot be completed on a timely basis and an agent's message delivered, you may still tender in the exchange offer if:

- you tender through an eligible institution;
- before the expiration date, the exchange agent receives from such eligible institution a properly completed and duly executed letter of transmittal (or facsimile thereof) and notice of guaranteed delivery, substantially in the form provided by us (by facsimile transmission, mail or hand delivery), setting forth your name and address as holder of the initial notes and the amount of initial notes tendered, stating that the tender is being made thereby and guaranteeing that within five business days after the expiration date the certificates for all tendered initial notes, in proper form for transfer, or a book-entry confirmation with an agent's message, as the case may be, and any other documents required by the letter of transmittal will be deposited by the eligible institution with the exchange agent; and
- the certificates for all tendered initial notes, in proper form for transfer, or a book-entry confirmation as the case may be, and all other documents required by the letter of transmittal are received by the exchange agent within five business days after the expiration date.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, you may withdraw tenders of initial notes at any time before 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, you must send a written or facsimile transmission notice of withdrawal to the exchange agent before 5:00 p.m., New York City time, on the expiration date at the address set forth below under "--Exchange Agent" and before acceptance for exchange thereof by us. Any such notice of withdrawal must:

- specify the name of the person having tendered the initial notes to be withdrawn (the "depositor");
- identify the initial notes to be withdrawn (including, if applicable, the registration number or numbers and total principal amount of such initial notes);

- be signed by the depositor in the same manner as the original signature on the letter of transmittal by which such initial notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer sufficient to permit the trustee relating to the initial notes to register the transfer of such initial notes into the

name of the depositor withdrawing the tender;

- specify the name in which any such initial notes are to be registered, if different from that of the depositor; and

- if applicable because the initial notes have been tendered pursuant to the book-entry procedures, specify the name and number of the participant's account at DTC to be credited, if different than that of the depositor.

All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by us and our determination will be final and binding on all parties. Any initial notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any initial notes which have been tendered for exchange which are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of initial notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry transfer procedures described above, such initial notes will be credited to an account maintained with DTC for the initial notes) as promptly as practicable after withdrawal, rejection of tender, expiration date or earlier termination of the exchange offer. Properly withdrawn initial notes may be retendered by following one of the procedures described under "--Procedures for Tendering" and "--Book-Entry Transfer" above at any time on or before the expiration date.

Conditions

Notwithstanding any other term of the exchange offer, we will not be required to accept initial notes for exchange, or issue exchange notes in exchange for any initial notes, if:

- a change in the current interpretation of the staff of the Securities and Exchange Commission has occurred which current interpretation permits the exchange notes issued pursuant to the exchange offer in exchange for the initial notes to be offered for resale, resold or otherwise transferred by holders thereof (other than in certain circumstances); or

- a law has been adopted or enacted which, in our judgment, would reasonably be expected to impair our ability to proceed with the exchange offer.

These conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition or may be waived by us, in whole or in part, at any time and from time to time, if we determine in our reasonable discretion that any of the foregoing events or conditions has occurred or exists or has not been satisfied, subject to applicable law. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right which we may assert at any time and from time to time.

If we determine that we may terminate the exchange offer, as provided above, we may:

- refuse to accept any initial notes and return any initial notes that have been tendered to the holders thereof;

- extend the exchange offer and retain all initial notes tendered before the expiration date, subject to the rights of such holders of tendered initial notes to withdraw their tendered initial notes; or

- waive such termination event relating to the exchange offer and accept all properly tendered initial notes that have not been withdrawn or otherwise amend the terms of the exchange offer in any respect as provided under the section in this prospectus entitled "--Expiration Date; Extensions; Amendments; Termination."

The exchange offer is not conditioned upon any minimum principal amount of initial notes being tendered for exchange.

We have no obligation to, and will not knowingly, permit acceptance of tenders of initial notes from our affiliates (within the meaning of Rule 405 under the Securities Act) or from any other holder or holders who are not eligible to participate in the exchange offer under applicable law or interpretations thereof by the Securities and Exchange Commission, or if the exchange notes to be received by such holder or holders of initial notes in the exchange offer, upon receipt, will not be tradable by such holder without restriction under the Securities Act and the Securities Exchange Act of 1934 and without material restrictions under the "blue sky" or securities laws of substantially all of the states of the United States.

Accounting Treatment

We will record the exchange notes at the same carrying value as the initial

notes, as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes. We will amortize the costs of the exchange offer and the unamortized expenses related to the issuance of the exchange notes over the term of the exchange notes.

Exchange Agent

We have appointed State Street Bank and Trust Company of California, N.A. as exchange agent for the exchange offer. All questions and requests for assistance and requests for additional copies of this prospectus or the letter of transmittal should be directed to the exchange agent as follows:

By Mail:
State Street Bank and Trust Company of California, N.A.
c/o State Street Bank and Trust Company
P.O. Box 778
Boston, MA 02101-0778
ATTN: Ralph Jones

By Hand/Overnight Delivery:
State Street Bank and Trust Company of California, N.A.
c/o State Street Bank and Trust Company
2 Avenue de Layfayette
Corporate Trust Window, 5th Floor
Boston, MA 02111-1724
ATTN: Ralph Jones

Facsimile Transmission: (617) 662-1452
Confirm by Telephone: (617) 662-1548

Fees and Expenses

We will bear the expenses of soliciting tenders pursuant to the exchange offer. The principal solicitation for tenders pursuant to the exchange offer is being made by mail; however, our offices and regular employees may make additional solicitations by telegraph, telephone, telecopy or in person.

We will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offer. However, we will pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable out-of-pocket expenses in connection with the exchange offer. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of the prospectus, letters of transmittal and related documents to the beneficial owners of the initial notes, and in handling or forwarding tenders for exchange.

We will pay the expenses incurred in connection with the exchange offer, including fees and expenses of the exchange agent and trustee and accounting, legal, printing and related fees and expenses.

We will pay all transfer taxes, if any, applicable to the exchange of initial notes pursuant to the exchange offer. However, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder if:

- certificates representing exchange notes or initial notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the initial notes tendered; or

- tendered initial notes are registered in the name of any person other than the person signing the letter of transmittal; or

- a transfer tax is imposed for any reason other than the exchange of initial notes pursuant to the exchange offer.

If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

The Failures to Participate in the Exchange Offer will have Adverse Consequences

If you do not exchange your initial notes for exchange notes pursuant to the exchange offer, you will not be able to resell, offer to resell or otherwise transfer the initial notes unless they are registered under the Securities Act or unless you resell them, offer to resell or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act. In addition, you will no longer be able to obligate us to register the initial notes under the Securities Act except in the limited circumstances provided under the registration rights agreement. The

restrictions on transfer of your initial notes arise because we issued the initial notes pursuant to exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In addition, if you want to exchange your initial notes in the exchange offer for the purpose of participating in a distribution of the exchange notes, you may be deemed to have received restricted securities, and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. To the extent the initial notes are tendered and accepted in the exchange offer, the trading market, if any, for the initial notes would be adversely affected. Please refer to the section in this prospectus entitled "Risk Factors."

DESCRIPTION OF THE EXCHANGE NOTES

General

The form and terms of the exchange notes are the same as the form and terms of the initial notes, except that the exchange notes have been registered under the Securities Act and therefore will not bear legends restricting the transfer thereof. We issued the initial notes and will issue the exchange notes pursuant to an indenture, dated as of December 1, 1999, between Equinix and State Street Bank and Trust Company of California, N.A., as trustee. The terms of the exchange notes will include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended. The exchange notes will be subject to all such terms, and holders are referred to the indenture and the Trust Indenture Act for a statement thereof. Except as otherwise indicated, the following description relates both to the initial notes and the exchange notes. The following summary of the material provisions of the indenture does not purport to be complete and is qualified in its entirety by reference to the indenture, including the definitions therein of certain terms used below. We urge you to read the indenture because it, and not this description, defines your rights as holder of the exchange notes. We have filed copies of the indenture, escrow agreement and registration agreement as exhibits to the registration statement which includes this prospectus. The definitions of certain terms used in the following summary are set forth below under "--Certain Definitions." For purposes of this summary, the term "Equinix" refers only to Equinix, Inc. and not to any of its subsidiaries. Also, in this description "initial notes" and "exchange notes" are collectively referred to as the "notes."

As of the Issue Date, all of our Subsidiaries will be Restricted Subsidiaries. Under certain circumstances, we will be able to designate existing or future Subsidiaries as Unrestricted Subsidiaries. Unrestricted Subsidiaries will not be subject to many of the restrictive covenants contained in the indenture.

Terms of Notes

Except as set forth under "--Escrow Account; Disbursement of Funds," the notes will be our senior unsecured obligations, ranking pari passu in right of payment with all our other existing and future senior debt and senior to all our existing and future subordinated debt. Holders of our secured Indebtedness, however, will have claims that are before the claims of the holders relating to the assets securing such other debt except to the extent the notes are equally and ratably secured by such assets. The indenture will permit us to incur certain secured debt.

The notes will be effectively subordinated to all Indebtedness and other liabilities and commitments (including trade payables and lease obligations) of our subsidiaries, including any Guarantees of such subsidiaries. Any right of ours to receive assets of any of our subsidiaries upon the latter's liquidation or reorganization (and the consequent right of the holders to participate in those assets) will be effectively subordinated to the claims of that subsidiary's creditors, except to the extent that we are recognized as a creditor of such subsidiary, in which case our claims would still be subordinate to any secured claim to the assets of such subsidiary and any Indebtedness of such subsidiary that is senior to that held by us.

Principal, Maturity and Interest

The notes will be limited in aggregate principal amount to $200,000,000 and will mature on December 1, 2007. Interest on the notes will accrue at the rate of 13% per annum and will be payable semi-annually in arrears on June 1 and December 1, commencing on June 1, 2000, to holders as of the immediately preceding May 15 and November 15. Interest on the notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of original issuance. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Principal, premium, if any, and interest on the notes will be payable at the office or agency of Equinix maintained for such purpose within the City and State of New York or, at the option of Equinix, payment of interest on the notes may be made by check mailed to the holders at their respective addresses set forth in the register

of holders. Until otherwise designated by

Equinix, Equinix's office or agency in New York will be the office of the trustee maintained for such purpose. The notes will be issued in denominations of $1,000 and integral multiples thereof. The trustee initially will be paying agent and registrar under the indenture, and we may act as paying agent or registrar under the indenture.

Escrow Account; Disbursement of Funds

The notes will be collateralized, pending disbursement pursuant to the escrow agreement dated as of December 1, 1999, among Equinix, the trustee and State Street Bank and Trust Company of California, N.A., as escrow agent, by a pledge of the escrow account referred to in the escrow agreement, which will initially contain approximately $37.0 million of the net proceeds from the sale of the notes to be issued pursuant to the offering, representing funds that, together with the proceeds from the investment thereof, will be sufficient to pay interest on the notes for three scheduled interest payments (but not any liquidated damages described under "Exchange Offer; Registration Rights").

We will enter into the escrow agreement providing for the grant by Equinix to the trustee, for the benefit of the holders, of a first priority security interest in the escrow collateral. All such security interests will collateralize the payment and performance when due of all our obligations under the indenture and the notes, as provided in the escrow agreement. The Liens created by the escrow agreement will be first priority security interests in the Escrow Collateral. The ability of holders to realize upon any such funds or securities may be subject to certain bankruptcy law limitations if there is a bankruptcy of Equinix.

Pursuant to the escrow agreement, funds may be disbursed from the escrow account only to pay interest on the notes. If a portion of the notes has been retired by Equinix, funds representing the lesser of

(i) the excess of the amount sufficient to pay interest through and including June 1, 2001 on the notes not so retired; and

(ii) the interest payments which have not previously been made on such retired notes for each interest payment date through and including the interest payment date to occur on June 1, 2001

shall be paid to Equinix if no Default then exists under the indenture.

Pending such disbursements, all funds contained in the escrow account will be invested in U.S. Government Securities. Interest earned on the U.S. Government Securities will be placed in the escrow account. Upon the acceleration of the maturity of the notes, the escrow agreement will provide for the foreclosure by the trustee upon the net proceeds of the escrow account. Under the terms of the indenture, the proceeds of the escrow account shall be applied, first, to amounts owing to the trustee in respect of fees and expenses of the trustee and, second, to all obligations under the notes and the indenture. Under the escrow agreement, assuming that we make the first three scheduled interest payments on the notes in a timely manner with funds or U.S. Government Securities held in the escrow account, any remaining U.S. Government Securities will be released from the escrow account.

Optional Redemption

Except as set forth below, the notes will not be redeemable at our option before December 1, 2003. Thereafter, the notes will be subject to redemption at any time at our option, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon to the applicable redemption date (subject to the right of holders as of the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period beginning on December 1 of the years indicated below:

<TABLE>
<CAPTION>

Year	Percentage
<S>	<C>
2003	106.500%
2004	103.250%
2005 and thereafter	100.000%

</TABLE>

Selection and Notice

If less than all of the notes are to be redeemed at any time, selection of

notes for redemption will be made by the trustee in compliance with the requirements of the principal national securities exchange, if any, on which the notes are then listed, or, if the notes are not so then listed, on a pro rata basis, by lot or by such method as we shall deem fair and appropriate. No notes of $1,000 or less shall be redeemed in part. Notices of redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address. Notices of redemption may not be conditional. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original Note. Notes called for redemption will become due on the date fixed for redemption. On and after the redemption date, interest will cease to accrue on notes or portions thereof called for redemption unless we default in the payment thereof.

Mandatory Redemption

Except as provided under "--Repurchase at the Option of Holders," we will not be required to make mandatory redemption or sinking fund payments relating to the notes.

Repurchase at the Option of Holders

Change of Control

Upon the occurrence of a Change of Control, each holder will have the right to require us to purchase all or any part (equal to $1,000 or an integral multiple thereof) of such holder's notes pursuant to the offer described below at a purchase price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest (and liquidated damages, if any) thereon to the date of purchase (subject to the right of holders as of a record date to receive interest due on the relevant interest payment date); provided, that, we shall not be obligated to repurchase notes pursuant to a change of control offer in the event that we have exercised our rights to redeem all of the notes pursuant to the indenture. Within 30 days following any change of control, we will mail a notice to each holder describing the transaction or transactions that constitute the change of control and offering to purchase notes on the date specified in such notice, which date shall be no earlier than 30 and no later than 60 days from the date such notice is mailed, in accordance with the procedures required by the indenture and described in such notice.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws and regulations are applicable in connection with the purchase of notes as a result of a change of control. To the extent that the provisions of any securities laws or regulations conflict with any of the provisions of this covenant, we will comply with the applicable securities laws and regulations and will be deemed not to have breached its obligations under this covenant by virtue thereof.

On the change of control payment date, we will, to the extent lawful:

- accept for payment all notes or portions thereof properly tendered pursuant to the change of control offer;
- deposit with the paying agent an amount equal to the change of control payment plus accrued and unpaid interest thereon and liquidated damages, if any, in respect of all notes or portions thereof so tendered; and
- deliver or cause to be delivered to the trustee notes so accepted together with an Officers' Certificate stating the aggregate principal amount of notes or portions thereof being purchased by us.

The paying agent will promptly mail or deliver to each holder of notes so tendered the change of control payment plus accrued and unpaid interest thereon and liquidated damages, if any, for such notes, and the trustee will promptly authenticate and mail or deliver (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of notes surrendered, if any; provided that each such new note will be in a principal amount of $1,000 or an integral multiple thereof. We will publicly announce the results of the change of control offer on or as soon as practicable after the change of control payment date.

The change of control provisions described above will be applicable whether or not any other provisions of the indenture are applicable. Except as described above relating to a change of control, the indenture will not contain provisions that permit the holders to require that we purchase or redeem the notes if there is a takeover, recapitalization or similar transaction. Our ability to purchase notes upon a change of control may be limited by our then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any such required purchases. See "Risk Factors--We might not have sufficient funds to purchase the exchange notes as

required upon a change in control." We shall not be required to make a change of control offer if a third party makes the change of control offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture and purchases all notes validly tendered and not withdrawn.

Asset Sales

We will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly, consummate any Asset Sale, unless:

(i) we (or such Restricted Subsidiary, as the case may be) receive consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Board of Directors (including as to the value of all noncash consideration) and set forth in an Officer's Certificate delivered to the trustee) of the assets or Equity Interests issued or sold or otherwise disposed of;

(ii) at least 75% of the consideration therefor is in the form of cash and/or Cash Equivalents or Qualified Consideration; and

(iii) the Net Cash Proceeds received by Equinix (or such Restricted Subsidiary, as the case may be) from such Asset Sale are applied within 360 days following the receipt of such Net Cash Proceeds, to the extent Equinix (or such Restricted Subsidiary, as the case may be) elects:

(a) to the redemption or repurchase of outstanding Indebtedness, (I) that is either (A) secured Indebtedness or (B) Indebtedness of Equinix that ranks equally with the notes but has a maturity date that is before the maturity date of the notes, in either case other than Subordinated Indebtedness, or (II) that is Indebtedness of a Restricted Subsidiary; and/or

(b) to reinvest such Net Cash Proceeds (or any portion thereof) in properties or assets (including Equity Interests of a Person that will become a Restricted Subsidiary as a result of such investment) that will be used in a Permitted Business.

The balance of such Net Cash Proceeds, after the application of such Net Cash Proceeds as described in the immediately preceding clauses (a) and (b), shall constitute "Excess Proceeds."

When the aggregate amount of Excess Proceeds equals or exceeds $10 million (taking into account income earned on such Excess Proceeds), we will be required to make a pro rata offer to all holders and pari passu Indebtedness with comparable provisions requiring such Indebtedness to be purchased with the proceeds of such Asset Sale, called an Asset Sale Offer, to purchase the maximum principal amount or accreted value in the case of Indebtedness issued with an original issue discount of notes and pari passu Indebtedness that may be purchased out of the Excess Proceeds, at a purchase price in cash in an amount equal to 100% of the principal amount thereof or the accreted value thereof, as applicable, plus accrued and unpaid interest thereon

to the date of purchase (subject to the right of holders as of the relevant record date to receive interest due on the relevant interest payment date), in accordance with the procedures set forth in the indenture and the agreements governing such pari passu Indebtedness. To the extent that any Excess Proceeds remain after consummation of an Asset Sale Offer, Equinix may use such Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and pari passu Indebtedness tendered into such Asset Sale Offer surrendered by holders thereof exceeds the amount of Excess Proceeds, the trustee shall select the notes and pari passu Indebtedness to be purchased on a pro rata basis in proportion to the respective principal amounts (or accreted values in the case of Indebtedness issued with an original issue discount) of the notes and such other Indebtedness. Upon completion of such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero for purposes of the first sentence of this paragraph.

The amount of:

(i) any liabilities (as shown on Equinix's (or such Restricted Subsidiary's, as the case may be) most recent balance sheet), other than Subordinated Indebtedness, of Equinix or any Restricted Subsidiary, that are assumed by the transferee of any such assets pursuant to an agreement that immediately releases Equinix and all of the Restricted Subsidiaries from all liability in respect thereof;

(ii) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, if Equinix and all of the Restricted Subsidiaries immediately are released from all Guarantees of payment of such Indebtedness and such Indebtedness is no longer the liability of Equinix or any of the Restricted Subsidiaries;

and

(iii) any securities, notes or other obligations received by Equinix (or such Restricted Subsidiary, as the case may be) from such transferee that are converted by Equinix (or such Restricted Subsidiary, as the case may be) into cash and/or Cash Equivalents within 90 days of the date of such Asset Sale (to the extent of the cash and/or Cash Equivalents received)

will be deemed to be cash and/or Cash Equivalents for purposes of this provision.

Notwithstanding any provision of this "Asset Sales" covenant, the provisions of this "Asset Sales" covenant shall not apply to any transaction constituting a Restricted Payment that is permitted by the "Restricted Payments" covenant or that otherwise constitutes a Permitted Investment.

Certain Covenants

Restricted Payments

We will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of Equinix's Equity Interests or to the direct or indirect holders of Equinix's Equity Interests in their capacity as stockholders (other than dividends or distributions payable (a) in Equity Interests (other than Disqualified Stock) of Equinix or (b) to Equinix or a Restricted Subsidiary of Equinix);

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of Equinix or any direct or indirect parent of Equinix (other than any such Equity Interests owned by Equinix or any Restricted Subsidiary of Equinix);

(iii) make any payment on or relating to, or purchase, redeem, defease or otherwise acquire or retire for value any Subordinated Indebtedness, except a payment of interest or principal at any Stated Maturity; or

(iv) make any Restricted Investment

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless:

(a) at the time of and after giving effect to such Restricted Payment, no Default or Event of Default shall have occurred and be continuing;

(b) Equinix would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to clause (i) of the first paragraph of the covenant described below under "Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Equinix and the Restricted Subsidiaries on or after the Issue Date, is less than the sum, without duplication; of

(i) the amount of Equinix's (x) Cumulative Consolidated Cash Flow determined at the time of such Restricted Payment less (y) 150% of the cumulative consolidated interest expense, determined for the period commencing on the first day of the fiscal quarter which includes the Issue Date and ending on the last day of the last fiscal quarter preceding the date on which such Restricted Payment is to be made for which reports have been filed with the Commission or provided to the trustee pursuant to the "Reports" covenant; plus

(ii) 100% of the aggregate Net Cash Proceeds received by Equinix after the Issue Date as a Capital Contribution or from the issue or sale (other than to a Subsidiary of Equinix) of Equity Interests of Equinix (other than Disqualified Stock) or from the issue or sale (other than to a Subsidiary of Equinix) of Disqualified Stock or debt securities of Equinix that have been converted or exchanged into such Equity Interests, plus the amount of Net Cash Proceeds received by Equinix upon such conversion or exchange (other than a conversion or exchange by a Subsidiary of Equinix); plus

(iii) the aggregate amount equal to the net reduction in Restricted Investments in Unrestricted Subsidiaries on or after the Issue Date resulting from (x) dividends, distributions, interest payments, return of capital, repayments of Restricted Investments

or other transfers of assets to Equinix or any Restricted Subsidiary from any Unrestricted Subsidiary and not otherwise included in the calculation of Cumulative Consolidated Cash Flow required by clause (c)(i) above, (y) proceeds realized by Equinix or any Restricted Subsidiary upon the sale of such Restricted Investment to a Person other than Equinix or any Subsidiary of Equinix, or (z) the redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary, not to exceed in the case of any of the immediately preceding clauses (x), (y) or (z) the aggregate amount of Restricted Investments made by Equinix or any Restricted Subsidiary in such Unrestricted Subsidiary on or after the Issue Date; plus

(iv) to the extent that any Restricted Investment that was made on or after the Issue Date is sold for cash or otherwise liquidated or repaid for cash, the lesser of, to the extent paid to Equinix or a Restricted Subsidiary, (A) the cash return of capital relating to such Restricted Investment (less the cost of disposition, if any) and (B) the initial amount of such Restricted Investment; minus

(v) 50% of the cumulative aggregate principal amount of any outstanding Indebtedness incurred pursuant to clause (ii) of the first paragraph of the covenant described below under "Incurrence of Indebtedness and Issuance of Preferred Stock."

So long as no Default or Event of Default shall have occurred and be continuing, the foregoing provisions will not prohibit:

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the foregoing provisions;

(ii) the redemption, repurchase, retirement, defeasance or other acquisition of any Subordinated Indebtedness or Equity Interests of Equinix in exchange for, or out of the Net Cash Proceeds of the substantially concurrent sale (other than to a Subsidiary of Equinix) of, Equity Interests of Equinix (other than any Disqualified Stock); provided that the amount of any such Net Cash Proceeds that are utilized for, and the Equity Interests issued or exchanged for, any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (c) of the preceding paragraph and each other clause of this paragraph;

(iii) the defeasance, redemption, retirement, repurchase or other acquisition of Subordinated Indebtedness with the Net Cash Proceeds from, or issued in exchange for, a substantially concurrent incurrence of Permitted Refinancing Indebtedness; provided that the amount of any such Net Cash Proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (c) of the preceding paragraph and each other clause of this paragraph;

(iv) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of Equinix held by any member of Equinix's or a Restricted Subsidiary's management; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed $3 million in any fiscal year;

(v) Restricted Investments not to exceed the aggregate fair market value (measured on the date each such Restricted Investment was made or returned, as applicable), when taken together with all other Restricted Investments made pursuant to this clause (v) that are at the time outstanding, the sum of (x) $30 million, plus (y) the amount then available for the making of Restricted Payments pursuant to clause (c) of the preceding paragraph without giving effect to subclause (i) thereof;

(vi) Restricted Investments the payment for which consists exclusively of Equity Interests (other than Disqualified Stock) of Equinix; and

(vii) the repurchase of Equity Interests of Equinix in accordance with, and only to the extent required by, dissenters rights of appraisal under applicable law.

Each Restricted Payment permitted pursuant to clauses (i), (iv), (v), (vi) and (vii) above shall be included, and each Restricted Payment permitted pursuant to clauses (ii), (iii) and (vi) above shall be excluded (except as specifically set forth in each such clause), for all purposes when performing the calculation set forth in clause (c) of the first paragraph of this covenant.

The Board of Directors may not designate any Subsidiary of Equinix (other than a newly created Subsidiary in which no Investment has previously been made

(other than any de minimus amount required to capitalize such Subsidiary in connection with its organization)) as an Unrestricted Subsidiary, a "designation," unless: (i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such designation and (ii) Equinix would not be prohibited under the indenture from making a Restricted Investment at the time of such designation (assuming the effectiveness of such designation for purposes of this covenant) in an amount equal to the fair market value of the net Investment of Equinix and all Restricted Subsidiaries in such Subsidiary on such date.

If there is any such designation, all outstanding Investments owned by Equinix and the Restricted Subsidiaries in the Subsidiary so designated will be deemed to be a Restricted Investment made as of the time of such Designation and will reduce the amount available for Restricted Payments under the first or second paragraph of this covenant. All such outstanding Investments will be deemed to constitute Restricted Payments in an amount equal to the fair market value of such Investments at the time of such designation.

The indenture will further provide that a designation may be revoked and an Unrestricted Subsidiary may thus be redesignated as a Restricted Subsidiary, a "revocation," by a resolution of the Board of Directors delivered to the trustee; provided that Equinix will not make any revocation unless: (i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such revocation; and

(ii) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such revocation would, if incurred at such time, have been permitted to be incurred at such time for all purposes under the indenture.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by Equinix (or such Restricted Subsidiary, as the case may be) pursuant to the Restricted Payment. The fair market value of any asset(s) or securities that are required to be valued by this covenant shall be determined in good faith by the Board of Directors; provided that such determination shall be supported by the opinion or appraisal of an accounting, appraisal or investment banking firm of national standing if such fair market value would exceed $10 million.

Incurrence of Indebtedness and Issuance of Preferred Stock

We will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable for, contingently or otherwise (including by way of merger, consolidation or acquisition) (collectively, "incur"), any Indebtedness and we will not issue or incur any Disqualified Stock and will not permit any of the Restricted Subsidiaries to issue or incur any shares of Preferred Stock; provided, however, that we may incur Indebtedness or issue or incur shares of Disqualified Stock and the Restricted Subsidiaries may incur Acquired Debt or Acquired Preferred Stock if either:

(i) the Consolidated Leverage Ratio at the end of Equinix's most recently ended fiscal quarter (for which a consolidated balance sheet of Equinix which has been filed with the Commission or provided to the trustee pursuant to "Reports") immediately preceding the date on which such additional Indebtedness is incurred or such Preferred Stock is issued or incurred would have been less than 6.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom); or

(ii) the Consolidated Capital Ratio at the end of the most recently ended fiscal quarter (for which a consolidated balance sheet of Equinix has been filed with the Commission or provided to the trustee pursuant to "Reports") would have been less than 2.0 to 1.0 determined on a pro forma basis (including a pro forma application of the net proceeds therefrom).

Notwithstanding the foregoing, the provisions of the paragraph set forth immediately above will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Indebtedness"):

(i) Permitted Refinancing Indebtedness;

(ii) the incurrence by Equinix of Indebtedness represented by the notes and the exchange notes;

(iii) the incurrence of Indebtedness by Equinix owing to any Restricted Subsidiary or Indebtedness of any Restricted Subsidiary owing to Equinix or any Restricted Subsidiary (but such Indebtedness shall be deemed to be incurred upon such Indebtedness being held by any person other than Equinix or such Restricted Subsidiary including upon Designation and upon such Restricted Subsidiary otherwise no longer

being a Restricted Subsidiary); provided that in the case of Indebtedness of Equinix, such obligations shall be unsecured and subordinated in all respects to Equinix's obligations pursuant to the notes;

(iv) the incurrence by Equinix of Indebtedness in an aggregate amount incurred and outstanding at any time pursuant to this clause (iv) of up to $30 million;

(v) the incurrence (A) by Equinix or any Restricted Subsidiary (other than any Foreign Subsidiary) of Senior Debt (including under one or more Permitted Credit Facilities) and (B) by any Foreign Subsidiary of Indebtedness pursuant to one or more Permitted Foreign Credit Facilities, in an aggregate amount incurred and outstanding at any time pursuant to this clause (v) of up to the sum of (x) $125 million and (y) 85% of the aggregate accounts receivable of Equinix and the Restricted Subsidiaries as of the date of the most recently available balance sheet of Equinix which has been included in a report filed with the Commission or provided to the trustee pursuant to "Reports";

(vi) the incurrence by Equinix or any Foreign Subsidiary of Purchase Money Indebtedness (A) pursuant to the terms of any Purchase Money Indebtedness facility existing and as in effect on the Issue Date or (B) constituting not more than 75% of the cost, including shipping, installation and importation costs and sales, use and similar taxes (collectively "Costs") payable upon acquisition of the subject property (determined in accordance with GAAP in good faith by the Board of Directors of Equinix), to Equinix or any such Foreign Subsidiary, as applicable, of the property so purchased, developed, acquired, constructed, improved or leased; provided, that relating to any Purchase Money Indebtedness incurred under clause (B) above, at least 25% of the Costs payable upon acquisition of the subject property shall be funded from Newly Raised Capital; provided, further, that any assets acquired by a Foreign Subsidiary pursuant to this clause (vi) are acquired for use in the ordinary course of business of such Foreign Subsidiary;

(vii) the incurrence by Equinix or any of the Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest or foreign currency exchange rate risk relating to any floating rate Indebtedness or foreign currency based Indebtedness, respectively, that is permitted by the terms of the indenture to be outstanding; provided that the notional amount of any such Hedging Obligation does not exceed the amount of Indebtedness or other liability to which such Hedging Obligation relates; and

(viii) the incurrence by Equinix and the Restricted Subsidiaries of Indebtedness solely in respect of bankers acceptances, letters of credit and performance bonds, all in the ordinary course of business.

Indebtedness or Preferred Stock of any Person which is outstanding at the time such Person becomes a Restricted Subsidiary of Equinix (including upon designation of any Subsidiary or other Person as a Restricted Subsidiary or upon a Revocation such that such Subsidiary becomes a Restricted Subsidiary) or is merged with or into or consolidated with Equinix or a Restricted Subsidiary of Equinix shall be deemed to have been incurred at the time such Person becomes such a Restricted Subsidiary of Equinix or is merged with or into or consolidated with Equinix or a Restricted Subsidiary of Equinix, as applicable.

Upon each incurrence, Equinix may designate pursuant to which provision of this covenant such Indebtedness is being incurred and such Indebtedness shall not be deemed to have been incurred by Equinix under any other provision of this covenant, except as stated otherwise in the foregoing provisions or in the next sentence. For purposes of determining compliance with this covenant, in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in clauses (i) through (viii) above, or is permitted under the first paragraph of this covenant and under one or more of such clauses, Equinix, in its sole discretion, may from time to time reclassify such item of Indebtedness.

Equinix will not, and will not permit any of the Restricted Subsidiaries (other than Foreign Subsidiaries) to, incur any Indebtedness (including Permitted Indebtedness) that is contractually subordinated in right of payment to any other Indebtedness unless such Indebtedness is also contractually subordinated in right of payment to the notes on substantially identical terms; provided, however, that no Indebtedness shall be deemed to be contractually subordinated in right of payment to any other Indebtedness solely by virtue of being unsecured.

Liens

We will not, and will not permit any of the Restricted Subsidiaries to,

directly or indirectly, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien of any kind (other than Permitted Liens) to secure Indebtedness upon any of their property or assets, now owned or hereafter acquired, or upon any income or profits therefrom unless all payments due under the indenture and the notes are secured (except as provided in the next clause) on an equal and ratable basis with the obligations so secured and no Lien shall
be granted or be allowed to exist which secures Subordinated Indebtedness except relating to Acquired Debt, in which case, however, such Liens must be made junior and subordinate to the Liens granted to the holders.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

We will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to:

(i) (a) pay dividends or make any other distributions to Equinix or any of the Restricted Subsidiaries (1) on its Capital Stock or (2) relating to any other interest or participation in, or measured by, its profits, or (b) pay any Indebtedness owed to Equinix or any of the Restricted Subsidiaries;

(ii) make loans or advances to Equinix or any of the Restricted Subsidiaries; or

(iii) transfer any of its properties or assets to Equinix or any of the Restricted Subsidiaries.

The foregoing restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(a) Existing Indebtedness as in effect on the Issue Date;

(b) any Permitted Credit Facility or Permitted Foreign Credit Facility, provided that (i) the aggregate outstanding amount of any such Indebtedness does not exceed the amount permitted under clause (v) of the definition of Permitted Indebtedness, (ii) relating to any Permitted Credit Facility, such restrictions apply only if there is a payment default under such Permitted Credit Facility, and (iii) the chief financial officer of Equinix determines in good faith that (A) any such restrictions contained in any such Permitted Credit Facility or Permitted Foreign Credit Facilities are no more restrictive, taken as a whole, than those contained in a similar credit facility with terms that are commercially reasonable for a borrower engaged in a business comparable to Equinix that has substantially comparable Indebtedness, and (B) any such restrictions will not materially affect Equinix's ability to make principal, premium or interest payments on the notes;

(c) applicable law;

(d) any instrument governing Indebtedness or Capital Stock of a Person or assets acquired by Equinix or any of the Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; provided, that in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred;

(e) customary non-assignment provisions in leases entered into in the ordinary course of business;

(f) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (iii) above on the property so acquired, constructed, leased or improved;

(g) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition, provided that the consummation of such transaction would not result in an Event of Default or an event that, with the passing of time or giving of notice or both, would constitute an Event of Default, that such restriction terminates if such transaction is not consummated and that the consummation or abandonment of such transaction occurs within one year of the date such agreement was entered into;

(h) Permitted Refinancing Indebtedness, provided that the restrictions contained in the agreements governing such Permitted Refinancing

Indebtedness are no more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(i) Liens securing Indebtedness otherwise permitted to be incurred pursuant to the provisions of the covenant described above under "Liens" that limit the right of Equinix or any of the Restricted Subsidiaries to dispose of the assets subject to such Lien; and

(j) provisions relating to the disposition or distribution of assets or property in joint venture agreements and other similar agreements entered into in the ordinary course of business.

Merger, Consolidation, or Sale of Assets

We may not, directly or indirectly, (1) consolidate or merge with or into (whether or not we are the surviving corporation), or sell, assign, transfer, convey or otherwise dispose of all or substantially all of our properties or assets, in one or more related transactions, to another Person or (2) permit any of the Restricted Subsidiaries to enter into any such transaction or series of transactions if it would result in such disposition of all or substantially all of the assets of Equinix and the Restricted Subsidiaries on a consolidated basis, unless:

(i) Equinix is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than Equinix) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(ii) the Person formed by or surviving any such consolidation or merger (if other than Equinix) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of Equinix under the registration agreement, the notes, the exchange notes and the indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the trustee;

(iii) no Default or Event of Default (or an event that, with the passing of time or giving of notice or both, would constitute an Event of Default) shall exist or shall occur immediately after giving effect on a pro forma basis to such transaction;

(iv) except in the case of a merger of Equinix with or into a Wholly Owned Restricted Subsidiary of Equinix, Equinix or the Person formed by or surviving any such consolidation or merger (if other than Equinix), or to which such sale, assignment, transfer, conveyance or other disposition shall have been made will immediately after such transaction and after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the first paragraph of the "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant;

(v) if, as a result of any such transaction, property or assets of Equinix would become subject to a Lien subject to the provisions of the indenture described under the "Liens" covenant, Equinix or the successor entity to Equinix shall have secured the notes as required by said covenant; and

(vi) Equinix shall have delivered to the trustee an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the indenture.

The indenture also provides that Equinix may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

Upon any consolidation or merger or any transfer of all or substantially all of the assets of Equinix in accordance with the foregoing, the successor corporation formed by such consolidation or into which Equinix is merged or to which such transfer is made shall succeed to and (except in the case of a lease) be substituted for, and may exercise every right and power of, Equinix under the indenture with the same effect as if such successor corporation had been named therein as Equinix, and (except in the case of a lease) Equinix shall be released from the obligations under the notes and the indenture except relating to any obligations that arise from, or are related to, such transaction.

Transactions with Affiliates

We will not, and will not permit any of the Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of our properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless:

(i) such Affiliate Transaction is on terms that are not materially less favorable to Equinix or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by Equinix or such Restricted Subsidiary with an unrelated Person; and

(ii) relating to any Affiliate Transaction or series of related Affiliate Transactions

(A) involving aggregate consideration in excess of $5 million, Equinix delivers to the trustee a resolution of the Board of Directors set forth in an Officers' Certificate that such Affiliate Transaction is approved by a majority of the disinterested members of the Board of Directors and that such Affiliate Transaction complies with clause (i) above and is in the best interests of Equinix or such Restricted Subsidiary; and

(B) if involving aggregate consideration in excess of $10 million, a favorable written opinion as to the fairness to Equinix of such Affiliate Transaction from a financial point of view is also obtained by Equinix from an accounting, appraisal or investment banking firm of national standing.

Notwithstanding the foregoing, the following items shall not be deemed to be Affiliate Transactions:

(i) (a) the entering into, maintaining or performance of any employment contract, collective bargaining agreement, benefit plan, program or arrangement, related trust agreement or any other similar arrangement for or with any employee, officer or director heretofore or hereafter entered into in the ordinary course of business, including vacation, health, insurance, deferred compensation, retirement, savings or other similar plans or (b) the payment of compensation, performance of indemnification or contribution obligations, or an issuance, grant or award of stock, options, or other equity-related interests or other securities, to employees, officers or directors in the ordinary course of business;

(ii) transactions between or among Equinix and/or the Restricted Subsidiaries;

(iii) payment of reasonable directors fees;

(iv) any sale or other issuance of Equity Interests (other than Disqualified Stock) of Equinix;

(v) Affiliate Transactions in effect or approved by the Board of Directors on the Issue Date, including any amendments thereto (provided that the terms of such amendments are not materially less favorable to Equinix than the terms of such agreement before such amendment); and

(vi) Restricted Payments that are permitted under "Restricted Payments" and Permitted Investments described under clause (d) of the definition thereof.

Business Activities

We will not, and will not permit any of the Restricted Subsidiaries to, engage, to more than a de minimus extent, in any business other than a Permitted Business.

Status as Investment Company

The indenture provides that Equinix will not, and will not permit any of its Subsidiaries or controlled affiliates to, conduct its business in a fashion that would cause Equinix to be required to register as an "investment company" (as that term is defined in the Investment Company Act of 1940, as amended), or

otherwise to become subject to regulation under the Investment Company Act. For purposes of establishing Equinix's compliance with this provision, any exemption which is or would become available under Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act will be disregarded.

Reports

The indenture provides that at all times from and after the date of the commencement of an exchange offer or the effectiveness of a shelf registration

statement relating to the notes (the "Registration"), whether or not Equinix is then required to file reports with the Commission, Equinix shall file with the Commission all such reports and other information as it would be required to file with the Commission by Sections 13(a) or 15(d) under the Exchange Act if it were subject thereto. Equinix shall supply the applicable trustee and each applicable holder or shall supply to the applicable trustee for forwarding to each such applicable holder, without cost to such holder, copies of such reports and other information. At all times before the date of the Registration, Equinix shall, at its cost, deliver to the trustee and each holder of the notes quarterly and annual reports substantially equivalent to those which would be required by the Exchange Act if Equinix were subject thereto. In addition, at all times before the Registration, upon the request of any holder or any prospective purchaser of the notes designated by a holder, Equinix shall supply to such holder or such prospective purchaser the information required under Rule 144A under the Securities Act.

Events of Default and Remedies

The indenture provides that each of the following will constitute an Event of Default:

(i) default for 30 days in the payment when due of interest on the notes; or

(ii) default in the payment when due of the principal of, or premium, if any, on, the notes; or

(iii) failure by Equinix or any of the Restricted Subsidiaries to comply with the provisions described above under the captions "--Change of Control," or "--Asset Sales"; or

(iv) failure by Equinix or any of the Restricted Subsidiaries for 60 days after notice to comply with any of its other agreements in the indenture, the notes or the escrow agreement; or

(v) the default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness of Equinix or any of the Restricted Subsidiaries (or the payment of which is Guaranteed by Equinix or any of the Restricted Subsidiaries) whether such Indebtedness or Guarantee now exists or is created after the Issue Date, and either such Indebtedness is already due and payable or such default results in the acceleration of such Indebtedness before its express maturity and, in each case, the amount of any such Indebtedness, together with the amount of any other such Indebtedness the maturity of which has been so accelerated or which is already due and payable, aggregates $10 million or more; or

(vi) one or more judgments, orders or decrees for the payment of money in excess of $10 million, individually or in the aggregate (net of applicable insurance coverage which is acknowledged in writing by the insurer), shall be entered against Equinix or any Restricted Subsidiary or any of their respective properties and shall not be discharged and there shall have been a period of 60 days or more during which a stay of enforcement of such judgment or order, by reason of pending appeal or otherwise, shall not be in effect; or

(vii) Equinix shall assert or acknowledge in writing that the escrow agreement is invalid or unenforceable; or

(viii) certain events of bankruptcy or insolvency relating to Equinix or any of its Significant Subsidiaries.

If any Event of Default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the then outstanding notes may declare all principal of, premium (if any) on and interest on the notes

to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency relating to Equinix or a Significant Subsidiary, all outstanding notes will become due and payable without further action or notice.

Holders may not directly enforce the indenture or the notes except as provided in the indenture. Subject to certain limitations, holders of a majority in principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power.

Holders of a majority in aggregate principal amount of the then outstanding notes by notice to the trustee may on behalf of all holders waive any existing Default or Event of Default and its consequences under the indenture, except a continuing Default or Event of Default in the payment of principal of, premium, if any, or interest on the notes.

We will be required to deliver to the trustee annually a statement regarding

compliance with the indenture, and we will be required upon becoming aware of any Default or Event of Default to deliver to the trustee a statement specifying such Default or Event of Default. The trustee may withhold from holders notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal of, premium, if any, or interest on, the notes) if it determines that withholding notice is in their interest.

No Personal Liability of Directors, Officers, Employees, Incorporators or Shareholders

No director, officer, employee, incorporator or shareholder of Equinix, as such, will have any liability for any obligations of Equinix relating to the notes or the indenture, or for any claim based on, or in respect or by reason of, such obligations or their creation. Each holder of notes by accepting a note will waive and release any and all such liability. Such waiver and release are part of the consideration for issuance of the notes. Such waiver may not be effective to waive liabilities under federal securities laws and it is the view of the Commission that such a waiver is against public policy.

Legal Defeasance and Covenant Defeasance

The indenture provides that Equinix may, at its option and at any time, elect to have all of its obligations discharged relating to the outstanding notes, called legal defeasance, except for:

(i) the rights of holders to receive payments in respect of the principal of, premium, if any, and interest on such notes when such payments are due from the trust referred to below;

(ii) Equinix's obligations relating to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(iii) the rights, powers, trusts, duties and immunities of the trustee, and Equinix's obligations in connection therewith; and

(iv) the legal defeasance provisions of the indenture.

In addition, Equinix may, at its option and at any time, elect to have its obligations released relating to certain covenants that are contained in the indenture, called covenant defeasance, and, thereafter, any omission to comply with such obligations will not constitute a Default or Event of Default. In the event covenant defeasance occurs, certain events, but not including non-payment, bankruptcy, receivership, rehabilitation or insolvency events, described under "--Events of Default and Remedies" will no longer constitute an Event of Default.

To exercise either legal defeasance or covenant defeasance:

(i) Equinix must irrevocably deposit, or cause to be deposited, with the trustee, in trust, for the benefit of the holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the outstanding notes on the stated maturity thereof or on the applicable redemption date, as the case may be, and Equinix must specify whether the notes are being defeased to maturity or to a particular redemption date;

(ii) in the case of legal defeasance, Equinix must deliver to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that, since the Issue Date, Equinix has received from, or there has been published by, the Internal Revenue Service a ruling, or there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders will not recognize income, gain or loss for United States federal income tax purposes as a result of such legal defeasance, and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred;

(iii) in the case of covenant defeasance, Equinix must deliver to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that the holders will not recognize income, gain or loss for United States federal income tax purposes as a result of such covenant defeasance, and such holders will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred;

(iv) no Default or Event of Default shall have occurred and be continuing on the date of such deposit, other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit;

(v) such legal defeasance or covenant defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument, other than the indenture, to which Equinix or any of the Restricted Subsidiaries is a party or by which Equinix or any of the Restricted Subsidiaries is bound;

(vi) Equinix must deliver to the trustee an Officers' Certificate stating that the deposit was not made by Equinix with the intent of preferring the holders over other creditors of Equinix, or with the intent of defeating, hindering, delaying or defrauding creditors of Equinix or others; and

(vii) Equinix must deliver to the trustee an Officers' Certificate and an opinion of counsel in the United States reasonably acceptable to the trustee, each stating that the conditions precedent provided for or relating to legal defeasance or covenant defeasance, as applicable, in the case of the Officers' Certificate, in clauses (i) through (vi) and, in the case of the opinion of counsel, in clauses (i), relating to the validity and perfection of the security interest, and clauses (ii) and (iii) of this paragraph, have been complied with.

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect, except as to surviving rights or registration of transfer or exchange of notes, as to all outstanding notes when either:

(i) all such notes theretofore authenticated and delivered, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by Equinix and thereafter repaid to Equinix or discharged from such trust, have been delivered to the trustee for cancellation; or

(ii) (a) all such notes not theretofore delivered to the trustee for cancellation have become due and payable and Equinix has irrevocably deposited or caused to be deposited with the trustee as trust

funds in trust for the purpose an amount of money sufficient to pay and discharge the entire indebtedness on the notes not theretofore delivered to the trustee for cancellation, for principal amount, premium, if any, and accrued interest to the date of such deposit; (b) Equinix has paid all sums payable by it under the indenture; and (c) Equinix has delivered irrevocable instructions to the trustee to apply the deposited money toward the payment of the notes at Stated Maturity or on the redemption date, as the case may be.

In addition, Equinix must deliver an Officers' Certificate and an opinion of counsel stating that all conditions precedent to satisfaction and discharge have been complied with.

Transfer and Exchange

A holder may transfer or exchange notes in accordance with the procedures set forth in the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents, and Equinix may require a holder to pay any taxes and fees required by law or permitted by the indenture. Equinix will not be required to transfer or exchange any note selected for redemption. Also, Equinix will not be required to transfer or exchange any note for a period of 15 days before (i) a selection of notes to be redeemed (ii) an interest payment date or (iii) the mailing of notice of a Change of Control Offer or Asset Sale Offer. The registered holder of a note will be treated as the owner of it for all purposes under the indenture.

Amendment, Supplement and Waiver

With the consent of the holders of not less than a majority in aggregate principal amount of the notes at the time outstanding, Equinix and the trustee are permitted to amend or supplement the indenture or any supplemental indenture or modify the rights of the holders; provided that no such modification may, without the consent of each holder affected thereby:

(i) reduce the principal amount of, change the fixed maturity of, or alter the redemption provisions of, the notes;

(ii) change the currency in which any notes or amounts owing thereon is payable;

(iii) reduce the percentage of the aggregate principal amount outstanding of notes which must consent to an amendment, supplement or waiver or consent to take any action under the indenture or the notes;

(iv) impair the right to institute suit for the enforcement of any payment on or relating to the notes;

(v) waive a default in payment relating to the notes;

(vi) reduce the rate or change the time for payment of interest on the notes;

(vii) following the occurrence of a Change of Control or an Asset Sale, alter Equinix's obligation to purchase the notes as a result of such Change of Control or Asset Sale in accordance with the indenture or waive any default in the performance thereof;

(viii) affect the ranking of the notes in a manner adverse to the holder of the notes; or

(ix) release any Liens created by the escrow agreement except in accordance with the terms of the escrow agreement.

Notwithstanding the foregoing, without the consent of any holder of notes, Equinix and the trustee may amend or supplement the indenture or the notes to cure any ambiguity, defect or inconsistency, to provide for uncertificated notes in addition to or in place of certificated notes, to provide for the assumption of Equinix's obligations to holders in the case of a merger or consolidation or sale of all or substantially all of Equinix's assets in accordance with the terms of the indenture, to make any change that would provide any additional rights or benefits to the holders or that does not adversely affect the legal rights under the indenture of any such

holder, or to comply with the requirements of the Commission to effect or maintain the qualification of the indenture under the Trust Indenture Act.

Concerning the Trustee

The indenture contains certain limitations on the rights of the trustee, should it become a creditor of Equinix, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest, it must eliminate such conflict within 90 days, apply to the Commission for permission to continue, or resign.

Holders of a majority in principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. In case an Event of Default shall occur (which shall not be cured), the trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in the conduct of their own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder, unless such holder shall have offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

Governing Law

The indenture and the notes will be governed by and construed in accordance with the laws of the State of New York.

Equinix will submit to the jurisdiction of the U.S. federal and New York state courts located in the Borough of Manhattan, City and State of New York for purposes of all legal actions and proceedings instituted in connection with the notes and the indenture.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"Acquired Debt" or "Acquired Preferred Stock" means, relating to any specified Person, Indebtedness or Preferred Stock of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person (including by Designation or Revocation), provided such Indebtedness or Preferred Stock is not incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling, controlled by or under direct or indirect common

control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used relating to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control.

"Asset Acquisition" means (i) any capital contribution (by means of transfers of cash or other property to others or payments for property or services for the account or use of others, or otherwise) by Equinix or any Restricted Subsidiary in any other person, or any acquisition or purchase of Capital Stock of any other person by Equinix or any Restricted Subsidiary, in either case pursuant to which such person shall (a) become a Restricted Subsidiary or (b) shall be merged with or into Equinix or any Restricted Subsidiary or (ii) any

acquisition by Equinix or any Restricted Subsidiary of the assets of any person which constitute substantially all of an operating unit or line of business of such person or which is otherwise outside of the ordinary course of business.

"Asset Sale" means (i) the sale, lease, transfer, conveyance or other disposition of any property, asset or right (including, without limitation, by way of a sale and leaseback), other than leases of space in an Exchange Facility entered into in the ordinary course of business, of Equinix or any Restricted Subsidiary, and (ii) the issue or sale by Equinix or any of the Restricted Subsidiaries of Equity Interests of any Subsidiary. Notwithstanding the foregoing, the following items shall not be deemed to be Asset Sales: (i) any disposition of properties and assets of Equinix subject to the "Merger, Consolidation or Sale of Assets" covenant, provided that any properties, assets or rights that are not included in any such dispositions shall be deemed to have been sold in a transaction constituting an Asset Sale, (ii) a transfer of properties, assets or rights by Equinix to a Restricted Subsidiary or by a Subsidiary to Equinix or to a Restricted Subsidiary, (iii) a disposition of obsolete or worn out equipment or equipment that is no longer useful in the conduct of a Permitted Business of Equinix and the Restricted Subsidiaries, (iv) the surrender or waiver by Equinix or any of the Restricted Subsidiaries of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind by Equinix or any of the Restricted Subsidiaries or the grant by Equinix or any of the Restricted Subsidiaries of a Lien not prohibited by the indenture, and (v) sales, transfers, assignments and other dispositions of assets (or related assets in related transactions) (x) in the ordinary course of business (y) with an aggregate fair market value of less than $500,000 in any fiscal year or (z) constituting the incurrence of a Capital Lease Obligation.

"Board of Directors" means the board of directors or other governing body of Equinix or, if Equinix is owned or managed by a single entity, the board of directors or other governing body of such entity, or, in either case, any committee thereof duly authorized to act on behalf of such board or governing body.

"Board Resolution" means a duly authorized resolution of the Board of Directors.

"Capital Contribution" means any contribution to the common equity of Equinix from a direct or indirect parent of Equinix for which no consideration other than the issuance of common stock with no redemption rights and no special preferences, privileges or voting rights is given.

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP.

"Capital Stock" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents" means (i) United States dollars, (ii) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than six months from the date of acquisition, (iii) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case with any domestic commercial

bank having capital and surplus in excess of $500 million and a Thompson Bank Watch Rating of "B" or better, (iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (ii) above entered into with any financial institution meeting the qualifications specified in clause (iii) above, (v) commercial paper having the highest rating obtainable from Moody's Investors Service, Inc. or Standard & Poor's Ratings Group and in each case maturing within six months after the date of acquisition and (vi) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (i)-(v) of this

definition, provided that relating to any Foreign Subsidiary, Cash Equivalents shall also mean those investments that are comparable to clauses (i) through (vi) above in such Foreign Subsidiary's country of organization or country where it conducts business operations.

"Change of Control" means the occurrence of any of the following: (i) any "person" or "group," other than a Permitted Holder, is or becomes the "beneficial owner" (as such terms are used in Section 13(d)(3) of the Exchange Act, except that a person shall be deemed to have "beneficial ownership" of all securities that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 35% or more of the Voting Stock (measured by voting power rather than number of shares) of Equinix and the Permitted Holders own, in the aggregate, a lesser percentage of the total Voting Stock (measured by voting power rather than by number of shares) of Equinix than such person and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of Equinix, (ii) during any period of two consecutive years, Continuing Directors cease for any reason to constitute a majority of the Board of Directors of Equinix, (iii) Equinix consolidates or merges with or into any other Person or Equinix and/or any Restricted Subsidiaries sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets and properties of Equinix and the Restricted Subsidiaries on a consolidated basis to any other Person, other than a Permitted Holder, other than a consolidation or merger or disposition of assets (a) of or by Equinix into or to a Wholly Owned Restricted Subsidiary of Equinix or (b) subject to clause (i) above, pursuant to a transaction in which the outstanding Voting Stock of Equinix is changed into or exchanged for securities or other property with the effect that the beneficial owners of the outstanding Voting Stock of Equinix immediately before such transaction, beneficially own, directly or indirectly, at least a majority of the Voting Stock (measured by voting power rather than number of shares) of the surviving corporation or the Person to whom Equinix's assets are transferred immediately following such transaction, or (iv) the adoption of a plan relating to the liquidation or dissolution of Equinix.

"Commission", means the Securities and Exchange Commission.

"Consolidated Capital Ratio" means, relating to Equinix as of any date, the ratio of (i) the aggregate amount of Indebtedness of Equinix and the Restricted Subsidiaries then outstanding to (ii) the Consolidated Equity Capital of Equinix and the Restricted Subsidiaries as of such date. For the purposes of calculating the "Consolidated Capital Ratio" (i) any Subsidiary of Equinix that is a Restricted Subsidiary on the Transaction Date shall be deemed to have been a Restricted Subsidiary at the end of the most recently ended fiscal quarter (the "Reference Date") and (ii) any Subsidiary of Equinix that is not a Restricted Subsidiary on the Transaction Date shall be deemed not to have been a Restricted Subsidiary on the Reference Date. In addition to, and without limiting the foregoing, for the purposes of the foregoing, "Consolidated Equity Capital" shall be calculated after giving effect on a pro forma basis as of the Reference Date for, without duplication, (i) any Asset Sales or Asset Acquisitions (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of Equinix or one of the Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as the result of the Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Debt) occurring during the period commencing on the Reference Date to and including the Transaction Date, as if such Asset Sale or Asset Acquisition occurred on the Reference Date, (ii) any issue or sale of Equity Interests (other than Disqualified Stock but including Equity Interests (other than Disqualified Stock) issued upon the exercise of options, warrants or rights to purchase such Equity Interests) of Equinix or any conversion of Disqualified Stock or debt securities of Equinix into Equity Interests (other than Disqualified Stock) occurring during the period commencing on the Reference Date to and including the Transaction Date, as if such issue, sale or conversion occurred on the Reference Date, and (iii) any Restricted Payments made by Equinix, and any sale, disposition or repayment of any Restricted Investment constituting a Restricted Payment, since the Reference Date to and including the Transaction Date, as if such Restricted Payment occurred on the Reference Date.

"Consolidated Cash Flow" means, relating to Equinix for any period, the Consolidated Net Income of Equinix and the Restricted Subsidiaries for such period plus (A) to the extent that any of the following items

were deducted in computing such Consolidated Net Income, but without duplication, (i) provision for taxes based on income or profits of Equinix and the Restricted Subsidiaries for such period, plus (ii) consolidated interest expense of Equinix and the Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations), plus (iii) depreciation, amortization (including amortization of goodwill and other intangibles, but excluding amortization of prepaid cash expenses that were paid in a prior period), and other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of Equinix and the Restricted Subsidiaries for such period, minus (B) non-cash items increasing such Consolidated Net Income for such period (other than items that were accrued in the ordinary course of business), in each case, on a consolidated basis and determined in accordance with GAAP. Notwithstanding the foregoing, the provision for taxes on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of Equinix shall be added to Consolidated Net Income to compute Consolidated Cash Flow of Equinix only to the extent that a corresponding amount would be permitted at the date of determination to be dividended or otherwise distributed to Equinix by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its shareholders.

"Consolidated Equity Capital" means, relating to Equinix as of any date, the sum (without duplication) of (i) the additional paid-in capital of the common shareholders reflected on the consolidated balance sheet of Equinix and the Restricted Subsidiaries as of such date plus (ii) the respective amounts reported on Equinix's balance sheet as of such date relating to any series of Capital Stock (other than Disqualified Stock) not included in clause (i) above, less (iii) (x) all write-ups (other than write-ups resulting from foreign currency translations and write-ups of tangible assets of a going concern business made within 12 months after the acquisition of such business) after the Issue Date in the book value of any asset owned by Equinix or a Restricted Subsidiary, (y) all outstanding net Investments as of such date in persons that are not Restricted Subsidiaries (without giving effect to any write-down or write-off thereof), and (z) the aggregate amount of all Restricted Payments declared or made on or after the Issue Date other than (I) Investments in persons that are not Restricted Subsidiaries and (II) Restricted Payments made pursuant to clause (iii) of the second paragraph of the "Restricted Payments" covenant.

"Consolidated Leverage Ratio" means, relating to Equinix, as of any date, the ratio of (i) the aggregate consolidated amount of Indebtedness of Equinix and the Restricted Subsidiaries then outstanding to (ii) the annualized Consolidated Cash Flow of Equinix and the Restricted Subsidiaries for the most recently ended fiscal quarter. For purposes of calculating "Consolidated Cash Flow" for any fiscal quarter for purposes of this definition, (i) any Subsidiary of Equinix that is a Restricted Subsidiary on the Transaction Date shall be deemed to have been a Restricted Subsidiary at all times during such fiscal quarter and (ii) any Subsidiary of Equinix that is not a Restricted Subsidiary on the Transaction Date shall be deemed not to have been a Restricted Subsidiary at any time during such fiscal quarter. In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated Cash Flow" shall be calculated after giving effect on a pro forma basis for the applicable fiscal quarter to, without duplication, any Asset Sales or Asset Acquisitions (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of Equinix or one of the Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of the Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Debt) occurring during the period commencing on the first day of such fiscal quarter to and including the Transaction Date, as if such Asset Sale or Asset Acquisition occurred on the first day of such fiscal quarter.

"Consolidated Net Income" means, relating to Equinix for any period, the aggregate of the Net Income of Equinix and the Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with

GAAP; provided that (i) the Net Income (but not loss) of any Person that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to Equinix or a Restricted Subsidiary thereof by such Person but not in excess of Equinix's

Equity Interests in such Person, (ii) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its shareholders, except that Equinix's equity in the net income of any such Restricted Subsidiary for such period may be included in such Consolidated Net Income (A) up to the aggregate amount of cash that could have been distributed by such Restricted Subsidiary during such period to Equinix as a dividend and (B) if the only restriction on the declaration or payment of dividends or similar distributions by such Restricted Subsidiary is a restriction of the type described in clause (b) of the second paragraph of the "Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries" covenant, (iii) the Net Income of any Person acquired in a pooling of interests transaction for any period before the date of such acquisition shall be excluded, (iv) the equity of Equinix or any Restricted Subsidiary in the net income (if positive) of any Unrestricted Subsidiary shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Unrestricted Subsidiary during such period to Equinix or a Restricted Subsidiary as a dividend or other distribution (but not in excess of the amount of the Net Income of such Unrestricted Subsidiary for such period), (v) the cumulative effect of a change in accounting principles shall be excluded, (vi) all extraordinary, unusual or nonrecurring gains or losses (net of fees and expenses relating to the transaction giving rise thereto) shall be excluded, (vii) any gain or loss, net of taxes, realized upon the termination of any employee pension benefit plan shall be excluded, and (viii) gains or losses in respect of any Asset Sales (net of fees and expenses relating to the transaction giving rise thereto) shall be excluded.

"Consolidated Tangible Assets" of Equinix as of any date means the total amount of assets of Equinix and the Restricted Subsidiaries (less applicable reserves) on a consolidated basis at the end of the fiscal quarter immediately preceding such date, as determined in accordance with GAAP, less: (i) unamortized debt and debt issuance expenses, deferred charges, goodwill, patents, trademarks, copyrights, and all other items which would be treated as intangibles on the consolidated balance sheet of Equinix and the Restricted Subsidiaries prepared in accordance with GAAP and (ii) appropriate adjustments on account of minority interests of other Persons holding equity investments in Restricted Subsidiaries, in the case of each of clauses (i) and (ii) above, as reflected on the consolidated balance sheet of Equinix and the Restricted Subsidiaries.

"Continuing Directors" means individuals who at the beginning of the period of determination constituted the Board of Directors of Equinix, together with any new directors whose election by the Board of Directors or whose nomination for election by the shareholders of Equinix was approved by a vote of a majority of the directors of Equinix then still in office who were either directors at the beginning of the period or whose election or nomination for election was previously so approved or is the designee of any one of the Permitted Holders or any combination thereof or was nominated or elected by any such Permitted Holder(s) or any of their designees.

"Cumulative Consolidated Cash Flow" means, as of any date of determination, the cumulative Consolidated Cash Flow realized during the period commencing on the first day of the fiscal quarter which includes the Issue Date and ending on the last day of the last fiscal quarter for which reports have been filed with the Commission or provided to the trustee pursuant to the "Reports" covenant preceding the date of the event requiring such calculation to be made.

"Currency Agreement" means, relating to any Person, any foreign exchange contract, currency swap agreement or other similar agreement as to which such Person is a party or beneficiary.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or before the date that is 91 days after the date on which the notes mature; provided, however, that any Equity Interest that would constitute Disqualified Stock solely because the holders thereof have the right to require Equinix to repurchase such Equity Interest upon the occurrence of a Change of Control or an Asset Sale shall not constitute Disqualified Stock if the terms of such Equity Interest provide that Equinix may not repurchase or redeem any such Equity Interest pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the "Restricted Payments" covenant.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Exchange Facility" means a facility providing equipment colocation, direct high-speed connections, switched interconnections and related services to third party internet related businesses and operations.

"Existing Indebtedness" means Indebtedness of Equinix and the Restricted Subsidiaries in existence on the Issue Date, until such amounts are repaid.

"Foreign Subsidiary" means any Restricted Subsidiary of Equinix which (i) is not organized under the laws of the United States, any state thereof or the District of Columbia, and (ii) conducts substantially all of its business operations outside the United States of America.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the Issue Date.

"Government Securities" means securities that are (a) direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentally thereof) the payment of which the full faith and credit of the United States of America is pledged, (b) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America or (c) obligations of a Person the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Hedging Obligations" means, relating to any Person, the obligations of such Person under any Interest Rate Agreement or Currency Agreement.

"Indebtedness" means, relating to any Person, any indebtedness of such Person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or banker's acceptances or representing Capital Lease Obligations or the balance of the deferred and unpaid purchase price of any property or representing any Hedging Obligations, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing (other than letters of credit (or reimbursement agreements in respect thereof), banker's acceptances and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, as well as all Indebtedness of others secured by a Lien on any asset of such Person (whether or not such Indebtedness is assumed by such Person), Disqualified Stock of such Person and Preferred Stock of such Person's Restricted Subsidiaries and, to the extent not otherwise included, the Guarantee by such Person of any Indebtedness of any other Person. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof, in the case of any Indebtedness issued with original issue discount, but the accretion of original issue discount in accordance with the original terms of Indebtedness issued with an original issue discount will not be deemed to be an incurrence, or (ii) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness. Notwithstanding the foregoing, money borrowed and set aside at the time of the incurrence of any Indebtedness to prefund the payment of interest on such Indebtedness shall not be deemed to be "Indebtedness" so long as such money is held to secure the payment of such interest.

"Interest Rate Agreement" means, relating to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest

rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement to which such Person is a party or beneficiary.

"Investments" means, relating to any Person, all investments by such Person in other Persons (including affiliates) in the forms of direct or indirect loans (including Guarantees of Indebtedness or other obligations), advances or capital contributions (excluding commission, travel and similar advances to directors, officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If Equinix or any of the Restricted Subsidiaries sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary, Equinix shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Equity Interests of such Restricted Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of the "Restricted Payments" covenant.

"Issue Date" means the date of first issuance of the notes under the indenture.

"Lien" means, relating to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in, and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"Net Cash Proceeds" means the aggregate amount of cash or Cash Equivalents received by Equinix in the case of a sale, or Capital Contribution in respect, of Capital Stock and by Equinix and the Restricted Subsidiaries in respect of an Asset Sale plus, in the case of an issuance of Capital Stock upon any exercise, exchange or conversion of securities (including options, warrants, rights and convertible or exchangeable debt) of Equinix that were issued for cash on or after the Issue Date, the amount of cash originally received by Equinix upon the issuance of such securities (including options, warrants, rights and convertible or exchangeable debt) less, in each case, the sum of all payments, fees, commissions and reasonable and customary expenses (including, without limitation, the fees and expenses of legal counsel and investment banking fees and expenses) incurred in connection with such Asset Sale or sale of Capital Stock, and, in the

case of an Asset Sale only, less the amount (estimated reasonably and in good faith by Equinix) of income, franchise, sales and other applicable federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability by Equinix or any of its respective Restricted Subsidiaries in connection with such Asset Sale in the taxable year that such sale is consummated or in the immediately succeeding taxable year, the computation of which shall take into account the reduction in tax liability resulting from any available operating losses and net operating loss carryovers, tax credits and tax credit carryforwards, and similar tax attributes.

"Net Income" means, relating to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (i) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (a) any Asset Sale or (b) the disposition of any securities by such Person or any of the Restricted Subsidiaries and (ii) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"Newly Raised Capital" means funds raised by Equinix and the Restricted Subsidiaries after the Issue Date.

"Non-Recourse Debt" means Indebtedness (i) as to which neither Equinix nor an Restricted Subsidiary (a) provides any Guarantee or credit support of any kind (including any undertaking, guarantee, indemnity, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable (as a guarantor or otherwise) and (ii) no default relating to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of Equinix or any Restricted Subsidiary to declare a default under such other Indebtedness or cause the payment thereof to be accelerated or payable before its Stated Maturity.

"Officer" means the President, the Chief Executive Officer, the Chief Financial Officer and any vice president of Equinix.

"Officers' Certificate" means a certificate signed by two Officers.

"pari passu Indebtedness" means Indebtedness of Equinix ranking pari passu in right of payment with the notes.

"Permitted Business" means the business of designing, constructing, owning, operating and leasing space within Exchange Facilities together with any other activity reasonably related thereto.

"Permitted Credit Facility" means any senior commercial term loan and/or revolving credit facility (including any letter of credit subfacility) entered into principally with commercial banks and/or other persons typically party to commercial loan agreements.

"Permitted Foreign Credit Facility" means any senior commercial term loan and/or revolving credit facility (including any letter of credit subfacility) entered into principally with commercial banks and/or other persons typically party to commercial loan agreements having only Foreign Subsidiaries as obligors thereunder; provided that Equinix may be a guarantor of any such Permitted Foreign Credit Facility.

"Permitted Holder" means Benchmark Capital Partners II, L.P., Cisco Systems, Inc., Microsoft Corporation, News Corp., Albert M. Avery, IV, Jay S. Adelson and their respective Related Persons.

"Permitted Investments" means (a) any Investment in Equinix or in a Restricted Subsidiary of Equinix that is engaged entirely or substantially entirely in a Permitted Business; (b) any Investment in Cash Equivalents; (c) any Investment by Equinix or any of the Restricted Subsidiaries in a Person, if as a result of such Investment (i) such Person becomes a Restricted Subsidiary of Equinix that is engaged entirely or substantially entirely in a Permitted Business or (ii) such Person is merged, consolidated or amalgamated with

or into, or transfers or conveys substantially all of its assets to, or is liquidated into, Equinix or a Restricted Subsidiary of Equinix that is engaged entirely or substantially entirely in a Permitted Business; (d) loans or advances to employees of Equinix or any Restricted Subsidiary in an amount not to exceed $5 million at any time outstanding; (e) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale made in compliance with the "Asset Sales" covenant; and (f) Investments in securities of trade creditors or customers received pursuant to any plan of reorganization or similar arrangement arising out of the bankruptcy or insolvency of such trade creditors or customers.

"Permitted Liens" means (i) Liens to secure Indebtedness (x) permitted by clauses (vi) and (vii) of the second paragraph of the "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant, provided that relating to Liens to secure Indebtedness permitted by clause (vi) thereof or any Permitted Refinancing Indebtedness of such Indebtedness, such Lien must cover only the assets acquired with such Indebtedness, and (y) incurred under a Permitted Credit Facility or a Permitted Foreign Credit Facility and permitted by clause (v) of the second paragraph of the "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant; (ii) Liens in favor of Equinix or any Restricted Subsidiary; (iii) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with Equinix or any of the Restricted Subsidiaries, provided that such Liens were in existence before the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with Equinix or such Restricted Subsidiary; (iv) Liens on property existing at the time of acquisition thereof by Equinix or any of the Restricted Subsidiaries, provided that such Liens were in existence before the contemplation of such acquisition; (v) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business; (vi) Liens existing on the Issue Date; (vii) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, provided that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor; (viii) zoning restrictions, rights-of-way, easements and similar charges or encumbrances incurred in the ordinary course which in the aggregate do not detract from the value of the property thereof; (ix) Liens securing the notes; (x) Liens incurred in the ordinary course of business of Equinix or any of the Restricted Subsidiaries relating to obligations that do not exceed 5% of Equinix's Consolidated Tangible Assets at any one time outstanding and that (a) are not incurred in connection with the borrowing of money or the obtaining of advances or credit (other than trade credit in the ordinary course of business) and (b) do not in the aggregate materially detract from the value of the property or materially impair the use thereof in the operation of business by Equinix or such Restricted Subsidiary; and (xi) Liens securing money borrowed (or any securities purchased therewith) which is (or are, in the case of securities) set aside at the time of the incurrence of any Indebtedness permitted to be incurred under the "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant to prefund the payment of interest on such Indebtedness.

"Permitted Recourse Debt" means Indebtedness as to which Equinix is contingently liable as a guarantor or indemnitor or as to which Equinix has agreed to otherwise provide credit support, in any such case to the extent that the maximum possible liability of Equinix in respect of any such Indebtedness, at the time of its incurrence by Equinix is permitted to be incurred as Permitted Indebtedness pursuant to clause (iv) of the definition thereof.

"Permitted Refinancing Indebtedness" means any Indebtedness of Equinix or any of the Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of Equinix or any of the Restricted Subsidiaries (other than Indebtedness incurred pursuant to clauses (iii), (iv), (v), (vii) or (viii) of the definition of Permitted Indebtedness); provided that: (i) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount of (or accreted value, if applicable), plus accrued interest on, the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of any premium required to be paid in connection with such refinancing pursuant to the terms of such Indebtedness or otherwise reasonably determined by Equinix to be necessary and reasonable expenses incurred in connection therewith); (ii) such

Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; (iii) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the notes, such Permitted Refinancing Indebtedness is expressly subordinated in right of payment to, the notes on terms at least as favorable to the holders as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; (iv) if such Permitted Refinancing Indebtedness refinances Indebtedness of a Restricted Subsidiary, such Permitted Refinancing Indebtedness is incurred either by Equinix or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and (v) such Permitted Refinancing Indebtedness is secured only by the assets, if any, that secured the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, incorporated or unincorporated association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof or other entity of any kind.

"Preferred Stock" means any Equity Interest of any class or classes of a Person (however designated) which is preferred as to payments of dividends, or as to distributions upon any liquidation or dissolution, over Equity Interests of any other class of such Person.

"Purchase Money Indebtedness" means Indebtedness (including Acquired Debt, in the case of Capital Lease Obligations, mortgage financings and purchase money obligations) incurred for the purpose of financing all or any part of the cost of the engineering, construction, installation, importation, acquisition, lease, development or improvement of any assets used by Equinix or any Restricted Subsidiary in a Permitted Business, including any related notes, Guarantees, collateral documents, instruments and agreements executed in connection therewith, as the same may be amended, supplemented, modified or restated from time to time. Equinix in its sole discretion shall determine whether any item of Indebtedness or portion thereof meeting the foregoing criteria shall be classified as Purchase Money Indebtedness for the purposes of the covenant "Incurrence of Indebtedness and Issuance of Preferred Stock."

"Qualified Consideration" means all assets, rights (contractual or otherwise) and properties, whether tangible or intangible, used or intended for use in a Permitted Business and the Equity Interests of a Person engaged entirely or substantially entirely in a Permitted Business.

"Related Person" means any Person who controls, is controlled by or is under common control with a Permitted Holder; provided, that for purposes of this definition "control" means the beneficial ownership of more than 50% of the total voting power of a Person normally entitled to vote in the election of directors managers or trustees, as applicable, of a Person; provided, further, that relating to any natural Person, each member of such person's immediate family shall be deemed to be a Related Person of such Person.

"Restricted Investment" means any Investment other than a Permitted Investment.

"Restricted Subsidiary" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary. Unless the context specifically requires otherwise, Restricted Subsidiary includes a direct or indirect Restricted Subsidiary of Equinix.

"Senior Debt" means all Indebtedness of Equinix which is not expressly by its terms, subordinate or junior in right of payment to the notes.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Act, as such Regulation is in effect on the Issue Date.

"Stated Maturity" means, relating to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal before the date originally scheduled for the payment thereof.

"Subordinated Indebtedness" means Indebtedness of Equinix that is subordinated in right of payment by its terms or the terms of any document or instrument or instrument relating thereto to the notes, in any respect.

"Subsidiary" means, relating to any Person, (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

"Transaction Date" means the date of the transaction giving rise to the need to calculate the Consolidated Leverage Ratio or the Consolidated Capital Ratio, as the case may be.

"Unrestricted Subsidiary" means (i) any Subsidiary of Equinix that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a Board Resolution; but only to the extent that such Subsidiary at the time of such designation: (a) has no Indebtedness other than Non Recourse Debt and Permitted Recourse Debt; (b) is a Person relating to which neither Equinix nor any of the Restricted Subsidiaries has any direct or indirect obligation to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and (c) has not Guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of Equinix or any of the Restricted Subsidiaries. Any such designation by the Board of Directors shall be evidenced by filing with the trustee a certified copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions and was permitted by the "Restricted Payments" covenant. The Board of Directors of Equinix may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of Equinix of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (i) such Indebtedness is permitted under the "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant, calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period, and (ii) no Default or Event of Default would be in existence following such designation.

"U.S. Government Securities" means securities that are direct obligations of the United States of America for the payment of which its full faith and credit is pledged.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (ii) the then outstanding principal amount of such Indebtedness.

"Wholly-Owned Restricted Subsidiary" of any Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by such Person and one or more Wholly Owned Restricted Subsidiaries of such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

BOOK-ENTRY; DELIVERY AND FORM

Except as described below, we will initially issue the exchange notes in the form of one or more registered exchange notes in global form without coupons. We will deposit each global note on the date of the closing of the exchange offer with, or one behalf of, DTC in New York, New York, and register the exchange notes in the name of DTC or its nominee, or will leave such notes in the custody of the trustee.

Depository Procedures

The descriptions of the operations and procedures of DTC, Euroclear and Cedel set forth below are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to change by them from time to time. Equinix takes no responsibility for these operations or procedures, and you are urged to contact the relevant system or its participants directly to discuss these matters.

DTC has advised us that it is (1) a limited purpose trust company organized under the laws of the State of New York; (2) a "banking organization" within the meaning of the New York Banking Law; (3) a member of the Federal Reserve System; (4) a "clearing corporation" within the meaning of the Uniform Commercial Code, as amended; and (5) a "clearing agency" registered pursuant to Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitates the clearance and settlement of securities transactions between participants through electronic book-entry changes to the accounts of its participants, thereby eliminating the need for physical transfer and delivery of certificates. DTC's participants include securities brokers and dealers, including the initial purchasers, banks and trust companies, clearing corporations and various other organizations. Indirect access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies, as indirect participants, that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Investors who are not participants may beneficially own securities held by or on behalf of DTC only through participants or indirect participants.

Equinix expects that pursuant to procedures established by DTC (1) upon deposit of each global note, DTC will credit the accounts of participants designated by the initial purchasers with an interest in such global note and (2) ownership of the notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC, relating to the interests of participants, and the records of participants and the indirect participants, relating to the interests of persons other than participants.

The laws of some jurisdictions may require that purchasers of securities take physical delivery of such securities in definitive form. Accordingly, the ability to transfer interests in the notes represented by a global note to such persons may be limited. In addition, because DTC can act only on behalf of its participants, who in turn act on behalf of persons who hold interests through participants, the ability of a person having an interest in notes represented by a global note to pledge or transfer such interest to persons or entities that do not participate in DTC's system, or to otherwise take actions in respect of such interest, may be affected by the lack of a physical definitive security in respect of such interest.

So long as DTC or its nominee is the registered owner of a global note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such global note for all purposes under the indenture. Except as provided below, owners of beneficial interests in a global note will not be entitled to have notes represented by such global note registered in their names, will not receive or be entitled to receive physical delivery of certificated notes, and will not be considered the owners or holders thereof under the indenture for any purpose, including relating to the giving of any direction, instruction or approval to the trustee thereunder. Accordingly, each holder owning a beneficial interest in a global note must rely on the procedures of DTC and, if such holder is not a participant or an indirect participant, on the procedures of the participant through which such holder owns its interest, to exercise any rights of a holder of notes under the indenture or such global note. Equinix understands that under existing industry practice, in the event that Equinix requests any action of holders of notes, or a holder that is an owner of a beneficial interest in a global note desires to take any action that DTC, as the holder of such global note, is entitled to take, DTC

would authorize the participants to take such action and the participants would authorize holders owning through such participants to take such action or would otherwise act upon the instruction of such holders. Neither Equinix nor the trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of notes by DTC, or for maintaining,

supervising or reviewing any records of DTC relating to such notes.

Payments relating to any notes (including relating to the principal of, and premium, if any, liquidated damages, if any, and interest on, any notes) represented by a global note registered in the name of DTC or its nominee on the applicable record date will be payable by the trustee, as applicable, to or at the direction of DTC or its nominee in its capacity as the registered holder of the global note representing such notes under the indenture. Under the terms of the indenture, Equinix and the trustee may treat the persons in whose names the notes, including the global notes representing such notes, are registered as the owners thereof for the purpose of receiving payment thereon and for any and all other purposes whatsoever. Accordingly, neither Equinix nor the trustee has or will have any responsibility or liability for the payment of such amounts to owners of beneficial interests in a global note (including principal, premium, if any, liquidated damages, if any, and interest on any notes). Payments by the participants and the indirect participants to the owners of beneficial interests in a global note will be governed by standing instructions and customary industry practice and will be the responsibility of the participants or the indirect participants and DTC.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds. Transfers between participants in Euroclear or Cedel will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the notes, cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Cedel participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Cedel, as the case may be, by its respective depositary; however, such crossmarket transactions will require delivery of instructions to Euroclear or Cedel, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Cedel, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Cedel participants may not deliver instructions directly to the depositories for Euroclear or Cedel.

Because of time zone differences, the securities account of a Euroclear or Cedel participant purchasing an interest in a global note from a participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Cedel participant, during the securities settlement processing day (which must be a business day for Euroclear and Cedel) immediately following the settlement date of DTC. Cash received in Euroclear or Cedel as a result of sales of interest in a global note by or through a Euroclear or Cedel participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Cedel cash account only as of the business day for Euroclear or Cedel following DTC's settlement date.

Although DTC, Euroclear and Cedel have agreed to the foregoing procedures to facilitate transfers of interests in the global notes among participants in DTC, Euroclear and Cedel, they are under no obligation to perform or to continue to perform such procedures, and such procedures may be discontinued at any time. Neither Equinix nor the trustee will have any responsibility for the performance by DTC, Euroclear or Cedel or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

DTC and Year 2000 Problems. DTC's management is aware that some computer applications, systems, and the like for processing data that are dependent upon calendar dates, including dates before, on or after

January 1, 2000, may encounter "Year 2000 problems." DTC has informed participants and other members of the financial community that it has developed and is implementing a program so that its systems, as the same relate to the timely payment of distributions (including principal and income payments) to securityholders, book-entry deliveries, and settlement of trades within DTC, continue to function appropriately. This program includes a technical assessment and a remediation plan, each of which is complete. Additionally, DTC's plan includes a testing phase, which is expected to be completed within appropriate time frames. However, DTC's ability to perform its services properly is also dependent upon other parties, including but not limited to Equinix and its agents, as well as third party vendors from whom DTC licenses software and hardware, and third party vendors on whom DTC relies for information or the provision of services, including telecommunication and electrical utility service providers, among others. DTC has informed the financial community that it is contacting, and will continue to contact, third party vendors from whom DTC acquires services to impress upon them the

importance of such services being Year 2000 compliant, and to determine the extent of their efforts for Year 2000 remediation and, as appropriate, testing of their services. In addition, DTC is in the process of developing such contingency plans as it deems appropriate.

According to DTC, the foregoing information relating to DTC has been provided to the financial community for informational purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

Certificated Notes

If (1) Equinix notifies the trustee in writing that DTC is no longer willing or able to act as a depositary or DTC ceases to be registered as a clearing agency under the Exchange Act and a successor depositary is not appointed within 90 days of such notice or cessation; (2) Equinix, at its option, notifies the trustee in writing that they elect to cause the issuance of the notes in certificated form under the indenture; or (3) upon the occurrence of other events as provided in the indenture, then, upon surrender by DTC of such global notes, Certificated Securities will be issued to each person that DTC identifies as the beneficial owner of the notes represented by such global notes. Upon any such issuance, the trustee is required to register such certificated securities in the name of such person or persons, or the nominee of any person or persons, and cause the same to be delivered to such person or persons.

Neither the Equinix nor the trustee shall be liable for any delay by DTC or any participant or indirect participant in identifying the beneficial owners of the related notes and each such person may conclusively rely on, and shall be protected in relying on, instructions from DTC for all purposes, including relating to the registration and delivery, and the respective principal amounts, of the notes to be issued.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of the material United States federal income tax considerations relevant to the exchange of the initial notes for exchange notes pursuant to the exchange offer and to the ownership and disposition of the exchange notes, but does not purport to be a complete analysis of all potential tax effects. The discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code"), U.S. Treasury Regulations, Internal Revenue Service ("IRS") rulings and pronouncements and judicial decisions all in effect as of the date hereof, all of which are subject to change at any time, and any such change may be applied retroactively in a manner that could adversely affect a holder of the initial notes or the exchange notes. The discussion does not address all of the U.S. federal income tax consequences that may be relevant to a holder in light of such holder's particular circumstances or to holders subject to special tax rules, such as certain financial institutions, insurance companies, dealers in securities or currencies, tax-exempt organizations and persons holding the initial notes or exchange notes as part of a "straddle," "hedge" or "conversion transaction." Moreover, the effect of any applicable state, local or foreign tax laws is not discussed. The discussion below assumes that the initial notes and exchange notes are held as "capital assets" within the meaning of Section 1221 of the Code. For purposes of this summary, the term "Equinix" refers only to Equinix, Inc. and not to any of its subsidiaries. Also, in this description the term "notes" refers to the "initial notes" and "exchange notes" collectively.

As used herein, "U.S. holder" means a beneficial owner of an exchange note who or that (i) is a citizen or resident of the United States, (ii) is a corporation, partnership or other entity created or organized in or under the laws of the United States or political subdivision thereof, (iii) is an estate the income of which is subject to U.S. federal income taxation regardless of its source, (iv) is a trust if (A) a U.S. court is able to exercise primary supervision over the administration of the trust and (B) one or more U.S. fiduciaries have authority to control all substantial decisions of the trust, or (v) is otherwise subject to U.S. federal income tax on a net income basis in respect of the exchange notes. As used herein, a "non-U.S. holder" means a holder who or that is not a U.S. holder.

PERSONS CONSIDERING EXCHANGING THEIR INITIAL NOTES FOR EXCHANGE NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS WITH REGARD TO THE APPLICATION OF THE UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS DISCUSSED BELOW TO THEIR PARTICULAR SITUATIONS AS WELL AS THE APPLICATION OF ANY STATE, LOCAL, FOREIGN OR OTHER TAX LAWS, INCLUDING GIFT AND ESTATE TAX LAWS ANY APPLICABLE TAX TREATY.

Federal Income Tax Consequences of the Exchange Offer

The exchange of the initial notes for the exchange notes pursuant to the exchange offer should not be treated as an exchange for federal income tax purposes because the exchange notes should not be considered to differ materially in kind or in extent from the initial notes. Rather, the exchange notes received by a holder should be treated as a continuation of the initial

notes in the hands of such holder. As a result, there should be no federal income tax consequences to holders exchanging the initial notes for exchange notes pursuant to the exchange offer, and the federal income tax consequences of holding and disposing of the exchange notes should be the same as the federal income tax consequences of holding and disposing of the initial notes. Accordingly, the holder must, among other things, continue to include original issue discount ("OID") in income as if the exchange had not occurred. See below, "--The Exchange Notes--Original Issue Discount", for a description of the OID rules applicable to the exchange notes.

U.S. Holders

The Exchange Notes

Interest. The stated interest on the exchange notes generally will be taxable to a U.S. holder as ordinary income at the time that it is paid or accrued, in accordance with the U.S. holder's method of accounting for

federal income tax purposes. Failure of Equinix to continue to cause the registration statement of which this prospectus is a part to continue to be effective or useable in connection with its intended purpose under the registration rights agreement as described under "The Exchange Offer; Purpose of the Exchange Offer" may result in the payment of predetermined liquidated damages in the manner described therein, which payments will be treated as additional interest on the notes. According to Treasury Regulations, the possibility of a change in the interest rate will not affect the amount of interest income recognized by a U.S. holder (or the timing of such recognition) if the likelihood of the change, as of the date the initial notes were issued, was remote. Equinix believes that as of the date the initial notes were issued, the likelihood of a change in the interest rate on such notes was remote and has not and does not intend to treat the possibility of a change in the interest rate as affecting the yield to maturity of any initial notes or exchange notes. There can be no assurance that the IRS will agree with such position.

Original Issue Discount. The initial notes were issued as part of an investment unit comprised of $1,000 principal amount of initial notes and one warrant to purchase shares of the common stock of Equinix. Equinix and the initial purchasers of the initial notes (the "Initial Purchasers") allocated in the purchase agreement for the initial notes a purchase price of $949.35 to each $1,000 principal amount at maturity of initial notes. This allocation reflected Equinix's and the Initial Purchasers' judgement as to the relative values of the initial notes and warrants at the time of issuance but is not binding on the IRS.

Equinix's and the Initial Purchaser's allocation of the issue price of the units will be binding on U.S. holders of exchange notes who acquire such notes in the exchange offer in exchange for initial notes that were in turn acquired by such holder directly from Equinix, unless the U.S. holder discloses the use of a different allocation in a statement attached to its timely federal income tax return for the year in which the unit was acquired. If a U.S. holder acquired a unit at a price different from that on which Equinix's and the Initial Purchaser's allocation is based, such holder may be treated as having acquired the initial notes for an amount greater or less than the amount allocated to such notes as set forth above thereby resulting in market discount or bond premium, as discussed below. U.S. holders considering the use of an issue price allocation different from that described above should consult their tax advisors as to the consequences thereof.

The initial notes will have OID in an amount equal to the excess of the stated redemption price at maturity over the issue price of such initial notes (as discussed above) and the exchange notes that are acquired in the exchange offer will have the same amount of OID. U.S. holders will be required to include OID in ordinary income over the period that they hold the exchange notes in advance of the receipt of cash attributable thereto. The amount of OID to be included in income will be an amount equal to the sum of the daily portions of OID for each day during the taxable year in which the exchange notes are held.

The daily portions of OID are determined by allocating to each day in an accrual period (which may be of any length and may vary over the term of the exchange notes, at the option of the holder, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest on the exchange notes occurs on the first or last day of an accrual period) the pro rata portion of the OID allocable to the accrual period. The amount of OID that is allocable to an accrual period generally will be the excess of the product of the adjusted issue price of the exchange note at the beginning of the accrual period (the issue price of the exchange note determined as described above, generally increased by all prior accruals of OID) and the yield to maturity of the exchange note (calculated on a constant yield basis appropriately adjusted for the length of the accrual period) over the stated interest paid during the accrual period or on the first day of the succeeding accrual period. In general, the constant yield method will result in a greater

portion of such discount being included in income in the later part of the term of the exchange note. Any amount of OID included in income will increase a U.S. holder's tax basis in the exchange notes.

Equinix is required to furnish certain information to the IRS, and will furnish annually to record holders of exchange notes, information relating to OID accruing during the calendar year. That information will be based upon the adjusted issue price of the initial notes that were exchanged for the exchange notes as if the holder were the original holder of the initial notes.

A U.S. holder who purchases an exchange note for an amount other than the adjusted issue price of the initial notes and/or on a date other than the end of an accrual period will be required to determine for itself the amount of OID, if any, it is required to include in gross income for U.S. federal income tax purposes.

Optional Redemption. Under the Treasury Regulations, for purposes of computing OID, Equinix will be presumed to exercise its option to redeem the exchange notes if, by utilizing the date of exercise of the call option as the maturity date and the redemption price as the stated redemption price at maturity, the yield on the exchange notes would be lower than such yield would be if the option were not exercised. See "Description of the Exchange Notes--Optional Redemption."

If Equinix's option to redeem the exchange notes were presumed exercised on a given date (the "Presumed Exercise Date"), the exchange notes would bear additional OID in an amount equal to the amount for which the exchange notes could be redeemed (the "Redemption Amount") over their issue price. For purposes of calculating the current inclusion of such discount, the yield on the exchange notes would be computed on their issue date by treating the Presumed Exercise Date as the maturity date of the exchange notes and the Redemption Amount as their stated principal amount due at maturity. If Equinix's option to redeem the exchange notes were presumed exercised but were not exercised in fact on the Presumed Exercise Date, the exchange notes would be treated, for certain purposes, as if the option were exercised and new debt instruments were issued on the Presumed Exercise Date for an amount of cash equal to the Redemption Amount. In such case, it appears that any payment of stated interest due under the exchange notes after the Presumed Exercise Date would constitute qualified stated interest (rather than OID) and would be taxable as ordinary interest income at the time such interest was accrued or was received, in accordance with such U.S. holder's regular method of accounting for tax purposes.

Market Discount and Bond Premium. If a U.S. holder purchases exchange notes or has purchased initial notes for an amount that is less than the adjusted issue price of such exchange notes or initial notes, as the case may be, the amount of difference will generally be treated as market discount for U.S. Federal income tax purposes. In such case, any principal payment on and gain realized on the sale, exchange or retirement of the exchange notes and unrealized appreciation on certain nontaxable dispositions of the exchange notes will be treated as ordinary income to the extent of any market discount that has not previously been included in gross income and that is treated as having accrued on such exchange notes or initial notes that were exchanged for such exchange notes, by the time of such payment or disposition. If a U.S. holder makes a gift of exchange notes, accrued market discount, if any, will be recognized as if such holder has sold such exchange notes for a price equal to their fair market value. In addition, the U.S. holder may be required to defer, until the maturity of the exchange notes or their earlier disposition in a taxable transaction, the deduction of a portion of the interest expense on any indebtedness incurred or continued to purchase or carry such exchange notes or initial notes that were exchanged for such exchange notes.

Unless the U.S. holder elects to treat market discount as accruing on a constant yield method, market discount will be treated as accruing on a straight-line basis over the remaining term of the exchange notes. An election made to include market discount in income as it accrues will apply to all debt instruments acquired by the U.S. holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

If a U.S. holder purchases an exchange note for an amount in excess of all amounts payable on the exchange note after the purchase date, other than payments of stated interest, such excess will be treated as bond premium. In general, a U.S. holder may elect to amortize bond premium over the remaining term of the exchange note on a constant yield method. The amount of bond premium allocable to any accrual period is offset against the stated interest allocable to such accrual period (any excess may be deducted, subject to certain limitations). An election to amortize bond premium applies to all taxable debt instruments held at the beginning of the first taxable year to which such election applies and thereafter acquired by the U.S. holder and may be revoked only with the consent of the IRS.

Sale or Retirement of Exchange Notes. Upon the sale, retirement, redemption or other taxable disposition of exchange notes, a U.S. holder will generally recognize gain or loss in an amount equal to the difference between (a) the amount of cash and the fair market value of other property received in exchange therefor (other than amounts attributable to accrued but unpaid stated interest) and (b) the U.S. holder's adjusted tax basis in such exchange notes. Any gain or loss recognized will generally be capital gain or loss, and such capital gain or loss will generally be long-term capital gain or loss if the exchange notes have been held by the U.S. holder for more than one year (including, in the case of a U.S. holder who acquired the exchange notes in exchange for initial notes, the period of time the initial notes were held by such U.S. holder) and otherwise will be a short-term capital gain or loss.

A U.S. holder's tax basis in an exchange note that was acquired in exchange for an initial note that was in turn acquired in the initial issuance from Equinix will generally be equal to the issue price allocated to such initial note as described above under "--The Exchange Notes--Original Issue Discount", increased by the amount of OID, if any, included in gross income before the date of the disposition, and decreased by the amount of any payment, other than stated interest, on such note before disposition.

U.S. holders should be aware that the resale of the exchange notes may be affected by the market discount rules of the Code as described above under "--The Exchange Notes--Market Discount and Bond Premium" under which a purchaser of an initial note or an exchange note acquiring such note at a market discount generally would be required to include as ordinary income a portion of the gain realized upon the disposition or retirement of such note, to the extent of the market discount that has accrued but not been included in income while such note was held by such purchaser.

Non-U.S. Holders

Interest or redemption proceeds paid to non-U.S. holders of the exchange notes generally will not be subject to U.S. Federal withholding tax provided that (a) the non-U.S. holder does not actually or constructively own 10 percent or more of a total combined voting power of all classes of stock of Equinix entitled to vote, (b) the non-U.S. holder is not a "controlled foreign corporation" (within the meaning of the Code) that is related to Equinix through stock ownership, (c) either (1) the beneficial owner of the exchange notes provides Equinix or its agent with a statement signed under penalties of perjury that includes its name and address and certifies that it is not a United States person or (2) a securities clearing organization, bank, or other financial institution that holds customers' securities in the ordinary course of its business (a "financial institution") certifies to Equinix or its agent, under penalties of perjury, that such a statement has been received from the beneficial owner by it or another financial institution and furnished to Equinix or its agent a copy thereof and (d) the exchange notes are in registered form. If these requirements cannot be met, a non-U.S. holder will be subject to U.S. withholding tax at a rate of 30 percent (or lower treaty rate, if applicable) on interest payments. Although U.S. tax will also be imposed against OID on the exchange notes before payment, such tax will only be withheld from stated interest payments on the exchange notes. However, such additional withholding may result in U.S. withholding tax on stated interest payments exceeding 30 percent.

In general, any gain realized by any non-U.S. Holder upon the sale, exchange or redemption of an exchange note will not be subject to Federal income or withholding tax unless (i) a non-U.S. holder is an individual and is present in the U.S. for a total of 183 days or more during the taxable year in which the gain is realized, (ii) the gain is effectively connected with the conduct of a trade or business of the holder in the U.S., or in the case of certain residents of countries which have an income tax treaty in force with the U.S., attributable to a permanent establishment (or in the case of an individual a fixed base) in the U.S. as such terms are defined in the applicable tax treaty, (iii) the holder is subject to tax pursuant to the provisions of U.S. tax law applicable to certain U.S. expatriates (including certain former citizens or residents of the U.S.) or (iv) Equinix is or has been a "United States real property holding corporation" at any time within the shorter of the five-year period preceding such disposition or such holder's holding period. Equinix does not believe that is its currently a "United States real property holding corporation", or that it will become one in the future.

Deductibility of Interest and Original Issue Discount

The Code contains various limitations and restrictions on the deductibility of interest and/or OID. Some of these limitations and restrictions may be applicable to the interest and/or the OID associated with the notes. In such event, some or all of the interest or OID associated with the notes may not be deductible by Equinix.

Information Reporting and Backup Withholding

In general information reporting requirements will apply to OID, payments of principal, premium, if any, and interest on the exchange notes and payments of the proceeds of the sale of the exchange notes, and a 31% backup withholding tax may apply to such payments if the holder either (i) fails to demonstrate that the holder comes within certain exempt categories of holders or (ii) fails to furnish or certify his correct taxpayer identification number to the payer in the manner required, is notified by the IRS that he has failed to report payments of interest and dividends properly, or under certain circumstances, fails to certify that he has not been notified by the IRS that he is subject to backup withholding for failure to report interest and dividend payments. Any amounts withheld under the backup withholding rules from a payment to a holder will be allowed as a credit against such holder's United States federal income tax and may entitle the holder to a refund, provided that the required information is furnished to the IRS.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of those exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in the exchange offer where the outstanding exchange notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the consummation of the exchange offer, we will make this prospectus, as amended and supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 2000, all dealers effecting transactions in the exchange notes issued in the exchange offer may be required to deliver a prospectus.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. exchange notes received by broker-dealers for their own account in the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or to or though brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account in the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act, and profit on any such resale of exchange notes issued in the exchange and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the consummation of the exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer, including the expenses of one counsel for the holders of the exchange notes, other than the commissions or concessions of any broker-dealers and will indemnify the holders of the exchange notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act. We note, however, that, in the opinion of the SEC, indemnification against liabilities arising under federal securities laws is against public policy and may be unenforceable.

LEGAL MATTERS

Legal matters as to the validity of the exchange notes offered by this prospectus will be passed on for us by Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, Menlo Park, California. As of the date of this prospectus, some members and employees of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP beneficially owned an aggregate of 50,000 shares of our Series A preferred stock and 6,250 shares of our Series B preferred stock.

EXPERTS

The consolidated financial statements of Equinix, Inc. and subsidiary as of December 31, 1998 and for the period from June 22, 1998 (inception) to December 31, 1998, have been included herein and in the registration statement in reliance on the report of KPMG LLP, independent certified public accountants, appearing elsewhere herein, and upon the authority of that firm as experts in accounting and auditing.

AVAILABLE INFORMATION

We have filed a registration statement on Form S-4 with the Securities and Exchange Commission covering the exchange notes, and this prospectus is part of our registration statement. For further information on Equinix and the exchange notes, you should refer to our registration statement and its exhibits. This prospectus summarizes material provisions of contracts and other documents that we refer to you. Since the prospectus may not contain all the information that you may find important, you should review the full text of these documents. We have included copies of these documents as exhibits to our registration statement.

In addition, the indenture requires that we file reports under the Securities Exchange Act of 1934 with the Securities and Exchange Commission and provide those reports to the trustee and holders of the notes. You can inspect and copy at prescribed rates the reports and other information that we file with the Securities and Exchange Commission at the public reference facilities maintained by the Securities and Exchange Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and also at the regional offices of the Securities and Exchange Commission located at 7 World Trade Center, Suite 1300, New York, New York 10048 and the Citicorp Center at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. You may obtain information on the operation of the public reference facilities by calling the Securities and Exchange Commission at 1-800-SEC-0330. The Securities and Exchange Commission also maintains an internet web site at http://www.sec.gov that contains reports, proxy and information statements and other information. You can also obtain copies of such materials from us upon request.

We have agreed that, whether or not we are required to do so by the rules and regulations of the Securities and Exchange Commission, for so long as any of the exchange notes remain outstanding, we will furnish you as a holder of the exchange notes and will, if permitted, file with the Securities and Exchange Commission (1) all quarterly and annual financial information that would be required to be contained in a filing with the Securities and Exchange Commission on Forms 10-Q and 10-K if we were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, relating to the annual information only, a report thereon by our certified independent accountants, and (2) all reports that would be required to be filed with the Securities and Exchange Commission on Form 8-K if we were required to file such reports. In addition, for so long as any of the exchange notes remain outstanding, we have agreed to make available to any prospective purchaser of the exchange notes or beneficial owner of the notes in connection with any sale of these notes the information required by Rule 144A under the Securities Act.

EQUINIX, INC. AND SUBSIDIARY
(A Development Stage Enterprise)

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

INDEPENDENT AUDITORS' REPORT

The Board of Directors
Equinix, Inc.:

We have audited the accompanying consolidated balance sheet of Equinix, Inc. and subsidiary (Equinix), a development stage enterprise, as of December 31, 1998, and the related consolidated statements of operations, stockholders' equity, and cash flows for the period from June 22, 1998 (inception) to December 31, 1998. These consolidated financial statements are the responsibility of Equinix's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audit

provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Equinix, Inc. and subsidiary, a development stage enterprise, as of December 31, 1998, and the results of their operations and their cash flows for the period from June 22, 1998 (inception) to December 31, 1998, in conformity with generally accepted accounting principles.

KPMG LLP

Mountain View, California
July 31, 1999, except as to Note 9,
which is as of December 18, 1999.

EQUINIX, INC. AND SUBSIDIARY
(A Development Stage Enterprise)

CONSOLIDATED BALANCE SHEETS

<TABLE>
<CAPTION>

	December 31, 1998	September 30, 1999
		(Unaudited)
<S>	<C>	<C>
Assets		
Current assets:		
Cash and cash equivalents	$ 4,164,500	$ 3,582,100
Short-term investments	5,000,000	42,907,100
Prepaids and other current assets	167,600	1,204,900
Total current assets	9,332,100	47,694,100
Property and equipment, net	482,000	2,879,100
Construction in progress	30,700	22,589,600
Other assets	156,400	2,190,200
Total assets	$10,001,200	$75,353,000
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 159,200	$ 864,400
Accrued construction costs	252,300	8,938,800
Current portion of long-term debt and capital lease obligations	--	1,705,800
Total current liabilities	411,500	11,509,000
Long-term debt and capital lease obligations, less current portion	--	3,734,100
Other liabilities	--	255,100
Total liabilities	411,500	15,498,200
Commitments		
Stockholders' equity:		
Series A convertible preferred stock, $0.001 per value per share; 11,000,000 and 14,000,000 shares authorized in 1998 and 1999, respectively; 10,465,000 and 12,455,000 shares issued and outstanding in 1998 and 1999, respectively	10,400	12,400
Series B convertible preferred stock, $0.001 par value per share; none and 16,000,000 shares authorized in 1998 and 1999, respectively; none and 6,731,290 shares issued and outstanding in 1998 and 1999, respectively; liquidation value of none and $53,850,320 in 1998 and 1999, respectively	--	6,700
Common stock, $0.001 par value per share; 29,000,000 and 75,000,000 shares authorized in 1998 and 1999, respectively; 4,100,000 and 6,987,464 shares issued and outstanding in 1998 and 1999, respectively	4,100	7,000
Additional paid-in capital	10,431,000	69,056,100
Deferred stock-based compensation	--	(1,233,500)
Accumulated other comprehensive income	--	147,300
Deficit accumulated during the development stage	(855,800)	(8,141,200)
Total stockholders' equity	9,589,700	59,854,800
Total liabilities and stockholders' equity	$10,001,200	$75,353,000

</TABLE>

See accompanying notes to consolidated financial statements.

EQUINIX, INC. AND SUBSIDIARY
(A Development Stage Enterprise)

CONSOLIDATED STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

	Period from June 22, 1998 (inception) to December 31, 1998	Nine months ended September 30, 1999	Period from June 22, 1998 (inception) to September 30, 1999
		(Unaudited)	(Unaudited)
<S>	<C>	<C>	<C>
Selling, general, and administrative expenses	$ 785,700	$7,108,000	$7,893,700
Stock-based compensation expense	--	305,700	305,700
Loss from operations	785,700	7,413,700	8,199,400
Interest income	(149,900)	(266,900)	(416,800)
Interest expense	--	138,600	138,600
Interest charge on beneficial conversion of convertible debt	220,000	--	220,000
Net loss	$ 855,800	$7,285,400	$8,141,200

</TABLE>

See accompanying notes to consolidated financial statements.

EQUINIX, INC. AND SUBSIDIARY
(A Development Stage Enterprise)

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

Period from June 22, 1998 (inception) to September 30, 1999
(Information as of September 30, 1999 and for the nine-month period then ended is unaudited)

<TABLE>
<CAPTION>

	Series A convertible preferred stock		Series B convertible preferred stock		Common stock		Additional paid-in capital	Deferred stock-based compensation	Accumulated other comprehensive income	Deficit accumulated during the development stage	
	Shares	Amount	Shares	Amount	Shares	Amount					
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Issuance of common stock for cash in June 1998	--	$ --	--	$ --	4,040,000	$4,000	$ --	$ --	$ --	$ --	$ --
Issuance of common stock upon exercise of common stock options	--	--	--	--	60,000	100	5,900	--	--	--	--
Issuance of Series A preferred stock in September 1998	10,025,000	10,000	--	--	--	--	9,985,500	--	--	--	--
Conversion of debt to Series A preferred stock in September											

1998.....	440,000	400	--	--	--	--	439,600	--	--	--
Net loss.....	--	--	--	--	--	--	--	--	--	(855,800)
Balance as of December 30, 1998.....	10,465,000	10,400	--	--	4,100,000	4,100	10,431,000	--	--	(855,800)
Issuance of Series A preferred stock in January 1999 (unaudited).....	2,000,000	2,000	--	--	--	--	1,998,000	--	--	--
Repurchase of Series A preferred stock in August 1999 (unaudited).....	(10,000)	--	--	--	--	--	(10,000)	--	--	--
Issuance of Series B preferred stock in August and September 1999 (unaudited).....	--	--	6,731,290	6,700	--	--	53,843,600	--	--	--
Issuance of common stock upon exercise of common stock options (unaudited).....	--	--	--	--	2,887,464	2,900	287,200	--	--	--
Issuance of Series A preferred stock warrants (unaudited).....	--	--	--	--	--	--	600,600	--	--	--
Issuance of common stock warrants (unaudited).....	--	--	--	--	--	--	366,500	--	--	--
Deferred stock-based compensation (unaudited).....	--	--	--	--	--	--	1,539,200	(1,539,200)	--	--
Amortization of stock-based compensation (unaudited).....	--	--	--	--	--	--	--	305,700	--	--
Comprehensive income (loss) (unaudited):										
Net loss (unaudited).....	--	--	--	--	--	--	--	--	--	(7,285,400)
Unrealized appreciation on short-term investments (unaudited).....	--	--	--	--	--	--	--	--	147,300	--
Net comprehensive loss (unaudited).....	--	--	--	--	--	--	--	--	147,300	(7,285,400)
Balances as of September 30, 1999 (unaudited).....	12,455,000	$12,400	6,731,290	$6,700	6,987,464	$7,000	$69,056,100	$(1,233,500)	$147,300	$(8,141,200)

<CAPTION>

	Total stockholders' equity
<S>	<C>
Issuance of common stock for cash in June 1998.....	$ 4,000
Issuance of common stock upon exercise of common stock options.....	6,000
Issuance of Series A preferred stock in September 1998.....	9,995,500
Conversion of debt to Series A preferred stock in September 1998.....	440,000
Net loss.....	(855,800)
Balance as of December 30, 1998.....	9,589,700
Issuance of Series A preferred stock in January 1999 (unaudited).....	2,000,000
Repurchase of Series A preferred stock in August 1999 (unaudited).....	(10,000)
Issuance of Series B preferred stock in August and September 1999 (unaudited).....	53,850,300
Issuance of common stock upon exercise of common stock options (unaudited).....	290,100
Issuance of Series A preferred stock warrants (unaudited).....	600,600
Issuance of common stock warrants (unaudited).....	366,500
Deferred stock-based compensation (unaudited).....	--
Amortization of stock-based compensation (unaudited).....	305,700
Comprehensive income (loss) (unaudited):	
Net loss (unaudited).....	(7,285,400)
Unrealized appreciation on short-term investments (unaudited).....	147,300
Net comprehensive loss (unaudited).....	(7,138,100)

Balances as of September 30, 1999 (unaudited).....	$59,854,800

</TABLE>

See accompanying notes to consolidated financial statements.

EQUINIX, INC. AND SUBSIDIARIES
(A Development Stage Enterprise)

CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

	Period from June 22, 1998 (Inception) to December 31, 1998	Nine months ended September 30, 1999	Period from June 22, 1998 (Inception) to September 30, 1999
		(Unaudited)	(Unaudited)
<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Net loss.....	$ (855,800)	$(7,285,400)	$(8,141,200)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation.....	4,200	248,100	252,300
Interest charge on beneficial conversion of convertible debt...	220,000	--	220,000
Amortization of deferred stock-based compensation.....	--	305,700	305,700
Amortization of deferred debt facility costs.....	--	138,600	138,600
Expense for warrants issued for strategic agreement.....	--	366,500	366,500
Changes in operating assets and liabilities:			
Prepaids and other current assets.....	(167,600)	(1,037,300)	(1,204,900)
Accrued construction costs.....	252,300	8,686,500	8,938,800
Accounts payable, accrued expenses and other liabilities....	159,200	960,300	1,119,500
Other assets.....	(156,400)	(2,033,800)	(2,190,200)
Net cash provided by (used in) operating activities.....	(544,100)	349,200	(194,900)
Cash flows from investing activities:			
Purchases of property and equipment.....	(486,200)	(2,645,200)	(3,131,400)
Additions to construction in progress.....	(30,700)	(22,558,900)	(22,589,600)
Purchase, sales and maturities of short-term investments.....	(5,000,000)	(37,756,500)	(42,756,500)
Net cash used in investing activities.....	(5,516,900)	(62,960,600)	(68,477,500)
Cash flows from financing activities:			
Proceeds from issuance of common stock.....	4,000	--	4,000
Proceeds from exercise of stock options.....	6,000	290,100	296,100
Proceeds from issuance of long-term debt.....	--	5,453,800	5,453,800
Repayment of long-term debt.....	--	(157,600)	(157,600)
Proceeds from sale-leaseback transaction.....	--	660,700	660,700
Debt issuance costs.....	--	(68,300)	(68,300)
Proceeds from issuance of promissory notes.....	220,000	--	220,000
Proceeds from issuance of convertible preferred stock.....	9,995,500	55,850,300	65,845,800
Net cash provided by financing activities.....	10,225,500	62,029,000	72,254,500
Net increase (decrease) in cash and			

cash equivalents	4,164,500	(582,400)	3,582,100
Cash and cash equivalents at beginning of period	--	4,164,500	--
Cash and cash equivalents at end of period	$ 4,164,500	$ 3,582,100	$ 3,582,100
Supplemental disclosure of cash flow information:			
Cash paid for taxes	$ --	$ 67,500	$ 67,500
Cash paid for interest	$ --	$ 53,500	$ 53,500
Noncash financing and investing activities:			
Preferred stock warrants issued for financing commitments	$ --	$ 600,600	$ 600,600
Common stock warrants issued for strategic agreement	$ --	$ 366,500	$ 366,500
Conversion of notes payable to convertible preferred stock	$ 440,000	$ --	$ 440,000
Unrealized appreciation on investments	$ --	$ 147,300	$ 147,300
Assets recorded under capital lease	$ --	$ 660,700	$ 660,700
Deferred compensation on grants of stock options	$ --	$ 1,539,200	$ 1,539,200

</TABLE>

See accompanying notes to consolidated financial statements.

EQUINIX, INC. AND SUBSIDIARY
(A Development Stage Enterprise)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(information as of September 30, 1999 and for the nine-month period then ended is unaudited)

(1)Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Equinix, Inc. (Equinix or the Company) was incorporated as Quark Communications, Inc. in Delaware on June 22, 1998. The Company changed its name to Equinix, Inc. on October 13, 1998. Equinix designs, builds, and operates neutral Internet Business Exchange (IBX) facilities.

Equinix is in the development stage, and its primary activities to date have included raising capital necessary for infrastructure buildout and acquiring property and equipment.

(b) Basis of Presentation

The accompanying consolidated financial statements include the accounts of Equinix and its wholly owned subsidiary, Equinix-DC, Inc. All significant intercompany accounts and transactions have been eliminated in consolidation.

(c) Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

(d) Unaudited Interim Consolidated Financial Statements

The accompanying unaudited interim consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information. In the opinion of management, the accompanying unaudited interim consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements, and include all adjustments, consisting only of normal recurring adjustments, necessary for the fair presentation of the Company's

financial position as of September 30, 1999 and the results of their operations and cash flows for the nine months ended September 30, 1999. The results for the nine months ended September 30, 1999 are not necessarily indicative of results that may be expected for the fiscal year ended December 31, 1999.

(e) Cash, Cash Equivalents and Short-Term Investments

The Company considers all highly liquid instruments with a maturity from the date of purchase of three months or less to be cash equivalents. Cash equivalents consist of money market mutual funds and certificates of deposit with financial institutions with original maturities of between 7 and 60 days.

Short-term investments generally consist of certificates of deposits with maturities of between 90 and 180 days and highly liquid debt and equity securities of corporations, municipalities and the U.S. government. Short-term investments are classified as "available-for-sale" and are carried at fair value based on quoted market prices, with unrealized gains and losses reported in stockholders' equity. The cost of securities sold is based on the specific identification method. Realized gains and losses were not material during all periods presented. As of September 30, 1999, an unrealized gain of approximately

$147,300 has been recorded as a separate component of other comprehensive income in stockholders' equity. The following is a summary of cash and cash equivalents and short-term investments:

<TABLE>
<CAPTION>

	December 31, 1998	September 30, 1999
		(Unaudited)
<S>	<C>	<C>
Cash and cash equivalents:		
Cash	$ 42,800	$ 3,062,800
Certificates of deposit	3,792,900	--
Money market mutual funds	328,800	519,300
	4,164,500	3,582,100
Short-term investments:		
Certificates of deposit	5,000,000	--
Corporate debt	--	42,907,100
	5,000,000	42,907,100
	$9,164,500	$46,489,200

</TABLE>

(f) Financial Instruments and Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist of cash, cash equivalents and short-term investments. Management believes that the financial risks associated with such financial instruments are minimal.

(g) Property and Equipment

Property and equipment are stated at original cost. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets, generally 2 to 5 years for non-IBX facility equipment and seven to ten years for IBX facility equipment. Leasehold improvements and assets acquired under capital lease are amortized over the shorter of the lease term or the estimated useful life of the asset or improvement.

(h) Construction in Progress

Construction in progress includes direct expenditures for the construction of IBX facilities and is stated at original cost. Capitalized costs include costs incurred under the construction contract, interest and amortized finance costs during the construction phase. Once an IBX facility has become operational, capitalized costs are depreciated at the

appropriate rate based on company policy.

Interest incurred is capitalized in accordance with Statement of Financial Accounting Standards (SFAS) No. 34, Capitalization of Interest Costs. Total interest capitalized to construction in progress during all periods presented is not material.

(i) Impairment of Long-Lived Assets and Long-Lived Assets to be Disposed Of

In accordance with SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of, the Company considers the impairment of long-lived assets and certain identifiable intangibles whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the

amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. No impairment of long-lived assets has been recorded as of December 31, 1998 and September 30, 1999.

(j) Revenue Recognition

Revenues are expected to consist of monthly fees from customer use of the IBX facilities and related services and installation. Revenues from customer use of the IBX facilities are expected to be billed monthly and recognized ratably over the term of the contract, generally one year. Installation and service fees are expected to be recognized as the services are performed.

(k) Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are established when necessary to reduce tax assets to the amounts expected to be realized.

(l) Stock-Based Compensation

The Company accounts for its stock-based compensation plans in accordance with SFAS No. 123, Accounting for Stock-Based Compensation. As permitted under SFAS No. 123, the Company uses the intrinsic value-based method of Accounting Principles Board (APB) Opinion No. 25, Accounting for Stock Issued to Employees, to account for its employee stock-based compensation plans.

The Company accounts for stock-based compensation arrangements with nonemployees in accordance with the Emerging Issues Task Force Abstract (EITF) No. 96-18, Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling Goods or Services. Accordingly, unvested options held by nonemployees are subject to revaluation at each balance sheet date based on the then current fair market value.

Unearned deferred compensation resulting from employee and nonemployee option grants is amortized on an accelerated basis over the vesting period of the individual options, generally in accordance with FASB Interpretation No. 28, Accounting for Stock Appreciation Rights and Other Variable Stock Option or Award Plans.

(m) Segment Reporting

The Company has adopted the provisions of SFAS No. 131, Disclosures about Segments of an Enterprise and Related Information. SFAS No. 131 establishes annual and interim reporting standards for operating segments

of a company. The statement requires disclosures of selected segment-related financial information about products, major customers and geographic areas.

(n) Comprehensive Income

The Company has adopted the provisions of SFAS No. 130, Reporting Comprehensive Income. SFAS No. 130 establishes standards for the reporting and display of comprehensive income and its components; however, the adoption of this statement had no impact on the Company's net loss or stockholders' equity.

SFAS No. 130 requires unrealized gains or losses on the Company's available-for-sale securities to be included in other comprehensive income (loss). Comprehensive income (loss) consists of net loss and other comprehensive income.

(o) Recent Accounting Pronouncements

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, Accounting for Derivative Instruments and Hedging Activities. SFAS No. 133 establishes accounting and reporting standards for derivative instruments, including derivative instruments embedded in other contracts, and for hedging activities. SFAS No. 133, as amended by SFAS No. 137, Deferral of the Effective Date of FASB Statement No. 133, is effective for all fiscal quarters of fiscal years beginning after September 15, 2000. This statement does not currently apply to the Company as the Company does not have any derivative instruments or hedging activities.

(2)Balance Sheet Components

(a) Property and Equipment

Property and equipment is comprised of the following:

<TABLE>
<CAPTION>

	December 31, 1998	September 30, 1999
		(Unaudited)
<S>	<C>	<C>
Leasehold improvements	$240,600	$ 414,800
Computer equipment and software	77,000	2,084,500
IBX equipment	--	308,000
Furniture and fixtures	168,600	324,100
Total	486,200	3,131,400
Less accumulated depreciation	4,200	252,300
	$482,000	$2,879,100

</TABLE>

(b) Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consisted of the following:

<TABLE>
<CAPTION>

	December 31, 1998	September 30, 1999
		(Unaudited)
<S>	<C>	<C>
Accounts payable	$ 33,800	$523,800
Accrued compensation	23,200	118,500
Deferred rent	42,400	24,100
Income taxes payable	39,800	--
Other	20,000	198,000
	$159,200	$864,400

</TABLE>

Leasehold improvements and certain computer equipment and software and furniture and fixtures, recorded under capital leases, aggregated none and

$660,700 as of December 31, 1998 and September 30, 1999, respectively. Amortization on the assets recorded under capital leases is included in depreciation expense.

(3)Long-Term Debt and Capital Lease Obligations

In March 1999, Equinix-DC entered into a $7,000,000 Loan and Security Agreement with Comdisco, Inc. (the Comdisco Loan and Security Agreement). Under the terms of the Comdisco Loan and Security Agreement,

Comdisco may lend the Company up to $3,000,000 for equipment (referred to as the "hard loan") and up to $4,000,000 for software and tenant improvements ("soft loan") for the Ashburn, Virginia IBX facility buildout. The loans are available in minimum advances of $1,000,000 and each loan is evidenced by a secured promissory note. The hard and soft loans outstanding bear interest at rates of 7.5% and 9% per annum, respectively, and are repayable in 36 and 42 equal monthly installments, respectively, plus a final payment equal to 15% of the advance amount due at maturity. As of September 30, 1999, $5,296,200 was outstanding under the Comdisco Loan and Security Agreement.

In May 1999, the Company entered into a Master Lease Agreement with Comdisco, Inc. (the Comdisco Master Lease Agreement). Under the terms of the Comdisco Master Lease Agreement, the Company sells equipment to Comdisco, which it will then lease back. The amount of financing to be provided is up to $1,000,000. Repayments are made monthly over 42 months with a final payment equal to 15% of the balance amount due at maturity and interest accrues at 7.5%. As of September 30, 1999, $660,700 was outstanding under the Comdisco Master Lease Agreement.

In August 1999, the Company amended the Comdisco Master Lease Agreement. Under the terms of the Comdisco Master Lease Agreement Addendum, the Company sells equipment (hard items) and software and tenant improvements (soft items) in its San Jose IBX facility to Comdisco, which it then leases back. The amount of additional financing to be provided is up to $2,150,000 for hard items and up to $2,850,000 for soft items. Repayments are made monthly over the course of 42 months with a final payment equal to 15% of the advance and interest accrues at 8.5%. As of September 30, 1999, no amount was outstanding under the Comdisco Master Lease Agreement Addendum.

In August 1999, the Company entered into a Loan Agreement with Venture Lending & Leasing II, Inc. and other lenders ("VLL" and the "Venture Leasing Loan Agreement"). The Venture Leasing Loan Agreement provides financing for equipment and tenant improvements at the Newark, New Jersey IBX facility and a secured term loan facility for general working capital purposes. The amount of financing to be provided is up to $10,000,000, which may be used to finance up to 85% of the projected cost of tenant improvements and equipment for the Newark IBX facility. Notes issued bear interest at a rate of 8.5% per annum and are repayable in 42 equal monthly installments plus a final payment equal to 15% of the advance amount due at maturity. As of September 30, 1999, no amount was outstanding under the Venture Leasing Loan Agreement.

(4)Stockholders' Equity

(a) Preferred Stock

On September 10, 1998, 10,025,000 shares of Series A preferred stock were issued at a price of $1.00 per share. Concurrent with the issuance of the Series A preferred stock, promissory notes of $220,000 were converted into 440,000 shares of Series A preferred stock. During July 1998, the Company had borrowed $220,000 in the aggregate under a convertible loan arrangement with a number of individual investors. The loans accrued interest of 5.83% per annum while outstanding, which amount was paid in cash. During the period ended December 31, 1998, the Company recorded a charge of $220,000 to account for the "in the money" conversion right of the convertible loan arrangement. On January 27, 1999, 2,000,000 shares of Series A preferred stock were issued, at a price of $1.00 per share in the second closing of the Series A financing.

In August 1999, the Company amended and restated its Certificate of Incorporation to increase the authorized share capital to 75,000,000 shares of common stock and 30,000,000 shares of preferred stock, of which 14,000,000 has been designated as Series A and 16,000,000 as Series B.

During August and September 1999, the Company issued 6,731,290 shares of Series B preferred stock, at a price of $8.00 per share.

The rights, preferences, and privileges of the Series A and Series B preferred stock are as follows:

- Dividends are noncumulative and are payable only upon declaration by the Board of Directors at a rate of $0.08 and $0.64 per share for Series A and B, respectively.
- Holders of Series A and B preferred stock have a liquidation preference of $1.00 and $8.00 per share, respectively, plus all declared but unpaid dividends.
- Each share of Series A and B preferred stock is convertible, at the option of the holder, into common stock at a conversion price equal to the respective original preferred stock issue price. The conversion price is subject to adjustment for stock splits and combinations and will automatically convert into common stock in the event of either (i) an underwritten public offering with an aggregate gross offering price of at least $25,000,000 or (ii) upon a vote of the holders of a majority of the then outstanding shares of preferred stock.
- Each share of Series A and Series B preferred stock has voting rights equal to that of common stock on an "as if converted" basis.
- The holders of Series A and B preferred stock are entitled to elect two and one directors, respectively, to the Company's Board of Directors so long as 25% of the shares of Series A and B preferred stock originally issued remain outstanding.
- Series A and B preferred stock is not redeemable at any time.

(b)Warrants

In March 1999, in connection with the Comdisco Loan and Security Agreement, the Company granted Comdisco warrants to purchase 510,000 shares of the Company's Series A preferred stock at $1.00 per share. The warrants are immediately exercisable and expire in ten years from date of grant.

In May 1999, in connection with the Comdisco Master Lease Agreement, the Company granted Comdisco warrants to purchase 20,000 shares of the Company's Series A preferred stock at $2.50 per share. The warrants are immediately exercisable and expire in ten years from date of grant.

In August 1999, in connection with the Comdisco Master Lease Agreement Addendum, the Company granted Comdisco warrants to purchase 100,000 shares of the Company's Series A preferred stock at an exercise price of $4.50 per share. The warrants are exercisable for seven years from the grant date or three years from the effective date of the Company's initial public offering, whichever is shorter.

In August 1999, in connection with the Venture Leasing Loan Agreement, the Company granted VLL warrants to purchase 200,000 shares of the Company's Series A preferred stock at an exercise price of $4.50 per share. The warrants are exercisable from date of grant until June 30, 2006.

In August 1999, the Company entered into a strategic alliance with NorthPoint Communications, Inc. (NorthPoint). As part of the agreement, the Company granted NorthPoint warrants to purchase 225,430 shares of the Company's common stock at $0.80 per share. The NorthPoint warrants are immediately exercisable and expire in five years from date of grant.

The fair value of all warrants was calculated using an option pricing model with the following assumptions: dividends yield of 0%; contractual life of five, seven or ten years, as applicable; risk-free interest rate of 5%; and expected volatility of 80%. The fair value of the warrants issued in connection with the Comdisco Loan and Security Agreement, the Comdisco Master Lease Agreement and the Comdisco Master Lease Agreement Addendum was determined to be $428,800, $15,000 and $52,300, respectively. The fair

value of the warrants issued in connection with the Venture Leasing Loan Agreement was determined to be $104,500. These deferred debt facility costs which are recorded as an offset to the long-term debt are being amortized as interest expense on a straight-line basis over the term of the respective agreements. The fair market value of the warrants issued to NorthPoint was determined to be $366,500 and was immediately expensed to selling, general, and administrative expenses.

(c)Common Stock

The Company's founders purchased 4,040,000 shares of stock. Approximately 3,636,000 shares are subject to restricted stock purchase agreements whereby the Company has the right to repurchase the stock upon voluntary or involuntary termination of the founder's employment with the Company at $0.0005 per share. The Company's repurchase right lapses at a rate of 25% per year. As of December 31, 1998 and September 30, 1999, 3,257,250 and 2,348,250 shares are subject to repurchase at a price of $0.0005 per share.

Certain option holders have exercised unvested options to purchase 2,947,464 shares of common stock. Such shares are unvested and the Company has the right to repurchase all unvested shares at the original exercise price in the event of employee termination. As of December 31, 1998 and September 30, 1999, there were 30,000 and 2,686,631 shares, respectively, subject to repurchase at $0.10 per share.

(d)Stock Plan

In September 1998, the Company adopted the 1998 Stock Plan (the Plan) under which nonstatutory stock options and restricted stock may be granted to employees, outside directors, and consultants, and incentive stock options may be granted to employees. Accordingly, the Company has reserved a total of 5,508,540 shares of the Company's common stock for issuance upon the grant of restricted stock or exercise of options granted pursuant to the Plan. Options granted under the Plan generally expire 10 years following the date of grant and are subject to limitations on transfer. The Plan is administered by the Board of Directors.

The Plan provides for the granting of incentive stock options at not less than 100% of the fair market value of the underlying stock at the grant date. Nonstatutory options may be granted at not less than 85% of the fair market value of the underlying stock at the date of grant.

Option grants under the Plan are subject to various vesting provisions, all of which are contingent upon the continuous service of the optionee and may not impose vesting criterion more restrictive than 20% per year. Options and restricted stock generally become fully vested upon a change in control of the Company unless the surviving company assumes the options or restricted stock or replaces it with a comparable award. Stock options may be exercised at anytime subsequent to grant. Stock obtained through exercise of unvested options is subject to repurchase at the original purchase price. The Company's repurchase right decreases as the shares vest under the original option terms.

Options granted to stockholders who own greater than 10% of the outstanding stock are for periods not to exceed five years and must be issued at prices not less than 110% of the fair market value of the stock on the date of grant as determined by the Board of Directors. Upon a change of control, all shares granted under the Plan shall immediately vest. Unless otherwise terminated by the Board of Directors, the Plan automatically terminates in September 2008.

(e)Stock Based Compensation

The Company uses the intrinsic-value method prescribed in APB No. 25 in accounting for its stock-based compensation arrangements with employees. Stock-based compensation expense is recognized for employee stock option grants in those instances in which the fair value of the underlying common stock exceeds the exercise price of the stock options at the date of grant. The Company recorded deferred stock-based compensation expense of $1,539,200 during the nine months ended September 30, 1999.

This amount is being amortized consistent with the method described in FASB Interpretation No. 28 over the vesting period of the individual options.

In connection with its grant of options, the Company has recognized stock-based compensation expense of $305,700 for the nine months ended September 30, 1999. Of this amount, $167,700 related to options granted to employees. The remaining $138,000 relates to the fair value of option grants to nonemployees determined using an option pricing model.

A summary of the Company's stock option plan is as follows:

<TABLE>
<CAPTION>

	December 31, 1998		September 30, 1999	
	Shares	Weighted-average exercise price	Shares	Weighted-average exercise price
<S>	<C>	<C>	<C>	<C>
Outstanding at beginning of period	--	$--	1,382,700	$0.10
Granted	1,442,700	0.10	2,894,360	0.10
Forfeited	--		(212,000)	0.10
Exercised	(60,000)	0.10	(2,887,464)	0.10
Outstanding at end of period	1,382,700	0.10	1,177,596	0.10
Shares available for future grant	4,065,840	0.10	1,383,480	0.10
Exercisable at end of period	13,334		0	
Weighted-average grant date fair value of options granted during the period at fair value		0.02		0.02
Weighted-average grant date fair value of options granted during the period at below fair value		--		1.18

</TABLE>

The following table summarizes information about stock options outstanding as of September 30, 1999:

<TABLE>
<CAPTION>

	Outstanding		
Exercise Price	Number of Shares	Weighted-average Remaining Contractual Life	Weighted-average Exercise Price
<S>	<C>	<C>	<C>
$0.10	1,137,596	9.47	$0.10
$0.20	40,000	9.40	0.20
	1,177,596	9.47	0.10

</TABLE>

The weighted-average remaining contractual life of options outstanding at December 31, 1998 was 9.81 years.

Had compensation costs been determined using the fair value method for the Company's stock-based compensation plans, net loss attributable to common stockholders would have been changed to the amounts indicated below:

<TABLE>
<CAPTION>

	Period from June 22, 1998 (inception) to	Nine Months ended

	December 31, 1998	September 30, 1999
<S>	<C>	<C>
Net loss:		
As reported	$855,800	$7,285,400
Pro forma	$857,500	$7,297,900

The Company's calculations for employee grants were made using the minimum value method with the following weighted average assumptions for the period from June 22, 1998 (inception) to December 31, 1998 and the nine months ended September 30, 1999: dividend yield of 0%; expected volatility of 0%; risk-free interest rates of 5.77% in the period from June 22, 1998 (inception) to December 31, 1998 and 5.44% in the nine months ended September 30, 1999; and expected lives of 2.67 years in the period from June 22, 1998 (inception) to December 31, 1998 and 2.53 years in the nine months ended September 30, 1999. The Company's calculations for non-employee grants were made using the Black-Scholes option pricing model with the following weighted average assumptions for the nine months ended September 30, 1999: dividend yield of 0%; expected volatility of 80%; risk-free interest rate of 5.44%; and contractual life of 10 years.

(5) Income Taxes

The components of the provision for income taxes (benefit) are as follows:

	December 31, 1998	September 30, 1999
		(Unaudited)
<S>	<C>	<C>
Current:		
Federal	$ 29,300	$ 18,800
State	10,500	2,800
Total current	39,800	21,600
Deferred:		
Federal	(29,300)	(12,400)
State	(10,500)	10,500
Total deferred	(39,800)	(1,900)
Total	$ --	$ 19,700

Income tax expense is included in selling, general and administrative expenses for the nine months ended September 30, 1999.

Actual income tax expense differs from the expected tax benefit computed by applying the statutory federal income tax rate of approximately 24.8% and 35.0% for the periods ended December 31, 1998 and September 30, 1999, respectively, as a result of the following:

	December 31, 1998	September 30, 1999
		(Unaudited)
<S>	<C>	<C>
Computed tax benefit at statutory rate	$(212,300)	$(2,599,700)
State taxes, net of federal benefit	--	13,300
Start up expenses and temporary differences for which no tax benefit is recognized	211,900	2,561,700
Other	400	4,400
Total	$ --	$ 19,700

The tax effect of temporary differences that give rise to significant portions of the deferred tax assets as of December 31, 1998 and September 30, 1999 is presented as follows:

	December 31, 1998	September 30, 1999 (Unaudited)
Deferred tax assets:		
Other assets	$ 1,100	$ --
Start-up expenses	326,000	2,899,200
Total deferred tax assets	327,100	2,899,200
Less valuation allowance	(287,300)	(2,857,500)
Net deferred tax assets	$ 39,800	$ 41,700

Net deferred tax assets are included in prepaids and other current assets at December 31, 1998 and September 30, 1999.

The net change in the total valuation allowance for the period from June 22, 1998 (inception) to December 31, 1998 and the nine month period ended September 30, 1999, was an increase of $287,300 and $2,570,200, respectively.

Deferred tax assets arise primarily as a result of start-up expenses that are expensed for financial reporting purposes but not deductible for income tax purposes while the Company is in the development stage. Once the Company commences its principal operations, the start-up expenses will be deductible for income tax purposes and the resulting net operating loss will be carried back to recapture the taxes paid while the Company was in the development stage. The Company expects to commence its principal operations during the year ending December 31, 1999.

(6) Lease Commitments

The Company leases its facilities and certain equipment under noncancelable operating lease agreements expiring through 2014. The facilities lease agreements typically provide for base rental rates which increase at defined intervals during the term of the lease. In addition, the Company has negotiated rent expense abatement periods to better match the phased build-out of its facilities. The Company also leases certain leasehold improvements, computer equipment and software and furniture and fixtures under capital leases under the

Comdisco Master Lease Agreement. These leases were entered into as sale-leaseback transactions. The Company has deferred a gain of $77,700 related to the sale-leaseback in July 1999, which is being amortized in proportion to the amortization of the leased assets.

Minimum future lease payments as of September 30, 1999 are summarized as follows:

Year Ending	Capital Leases	Operating Leases
2000	$199,200	$ 5,268,000
2001	185,300	7,940,000
2002	172,400	7,710,400
2003	120,700	7,495,100
2004	--	7,728,000
Thereafter	--	83,350,400
Total minimum lease payments	$677,600	$119,491,900
Less amount representing imputed interest	144,900	
Present value of minimum lease payments	532,600	
Less current portion	173,600	
Capital lease obligations, less current portion	$359,000	

========

</TABLE>

Total rent expense was approximately $165,000 and $746,000 for the period from June 22, 1998 (inception) to December 31, 1998 and for the nine months ended September 30, 1999, respectively.

Deferred rent included in accounts payable and accrued expenses was $42,400 and $180,300 as of December 31, 1998 and September 30, 1999, respectively.

(7) Pretax Savings Plan

During the nine months ended September 30, 1999, the Company adopted the Equinix 401(k) Plan (the 401(k) Plan). All employees are eligible to participate on the first day of the month following their first day of employment. Under the 401(k) Plan, eligible employees are entitled to make tax-deferred contributions and the Company may, at its discretion, make matching or discretionary contributions to the 401(k) Plan. During the nine months ended September 30, 1999, the Company made no matching or discretionary contributions.

(8) Segment Information

During the nine months ended September 30, 1999, the Company adopted the provisions of SFAS No. 131, Disclosures about Segments of an Enterprise and Related Information. SFAS No. 131 requires disclosures of selected segment-related financial information about products, major customers and geographic areas.

The Company's chief operating decision-maker (CODM) is considered to be the Company's CEO. The CODM evaluates performance, makes operating decisions and allocates resources based on financial data consistent with the presentation in the accompanying consolidated financial statements. Therefore, the Company operates in a single segment for purposes of disclosure under SFAS No. 131.

As of December 31, 1998 and September 30, 1999, all of the Company's operations and assets are based in the United States.

(9) Subsequent Events

In October 1999, the Company completed subsequent closings of the Series B preferred stock financing. The Company raised $26,149,700 and issued 3,268,710 shares of Series B preferred stock.

In November 1999, the Company entered into a definitive agreement with MCI Worldcom ("MCI") whereby MCI agreed to install high-bandwidth Internet connectivity to the Company's first seven IBX facilities in exchange for warrants to purchase 450,000 shares of common stock of the Company at $1.00 per share. The warrants are immediately exercisable and expire five years from the date of issuance. Warrants for 350,000 shares are subject to repurchase at the original exercise price, if certain performance criteria are not met by MCI.

In November 1999, the Company borrowed $10,000,000 under the Venture Leasing Loan Agreement.

In November 1999, the Company increased the number of shares reserved for issuance under the Plan by 2,500,000 shares. Accordingly, the Company has reserved a total of 8,008,540 shares of the Company's common stock for issuance under the plan.

In December 1999, the Company issued 200,000 units, each consisting of a $1,000 principal amount 13% Senior Note due 2007 and one warrant to purchase 11.255 shares (for an aggregate of 2,251,000 shares) of common stock, $0.001 par value, for aggregate net proceeds of $192,700,000 (net of offering expenses). Of this amount $37,011,500 has been deposited with an escrow agent to be used to pay the first three interest payments. Interest is payable semi-annually in arrears on June 1and December 1 of each year, commencing on June 1, 2000. Subject to certain exceptions, the indenture restricts, among other things, the Company's ability to incur additional indebtedness and the use of proceeds therefrom, pay dividends, incur certain liens to secure indebtedness or engage in merger transactions.

In December 1999, the Company received $2,800,000 from its lead underwriter in the offering of its Senior Notes and issued 350,000 shares of Series B preferred stock.

In December 1999, the Company entered into a definitive agreement with Bechtel Corporation ("Bechtel") whereby Bechtel has agreed to act as the exclusive contractor for the Company's IBX facilities. In conjunction with the agreement, the Company issued a warrant to purchase 235,000 shares of the Company's common stock at $1.50 per share.

- ---
- ---

Equinix, Inc.

Exchange Offer for
$200,000,000 13% Senior Notes due 2007

LOGO

, 2000

- ---
- ---

PART II

Information Not Required in Prospectus

Item 20. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law authorizes a court to award or a corporation's board of directors to grant indemnification to directors and officers in terms sufficiently broad to permit indemnification under limited circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act of 1933, as amended (the "Securities Act"). Article VII, Section 7.6 of our bylaws provides for mandatory indemnification of our directors and permissive indemnification of our officers and employees to the maximum extent permitted by the Delaware General Corporation Law. Our Certificate of Incorporation provides that our directors shall not be liable for monetary damages for breach of the directors' fiduciary duty as directors to our stockholders and us to the fullest extent permitted by the Delaware General Corporation Law. This provision in the Certificate of Incorporation does not eliminate the directors' fiduciary duty, and in appropriate circumstances, equitable remedies like injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, each director will continue to be subject to liability for breach of the director's duty of loyalty to us for acts or omissions not in good faith or involving intentional misconduct, for knowing violations of law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. The provision also does not affect a director's responsibilities under any other law, like the federal securities laws or state or federal environmental laws. We have entered into indemnification agreements with our officers and directors, a form of which is attached as Exhibit 10.5 and incorporated herein by reference. The indemnification agreements provide our officers and directors with further indemnification to the maximum extent permitted by the Delaware General Corporation Law.

Item 21. Exhibits and Financial Statement Schedules

(a) Exhibits

<TABLE>
<CAPTION>
Exhibit No.	Description
<C>	<S>
3.1	Amended and Restated Certificate of Incorporation of the Registrant.
3.2	Bylaws of the Registrant.
4.1	Reference is made to Exhibits 3.1 and 3.2.
4.2*	Form of Old Note.
4.3*	Form of New Note.
4.4	Escrow agreement, dated as of December 1, 1999, by and among the Registrant and State Street Bank and Trust Company of California, N.A. (as escrow agent and trustee).
4.5	Indenture (See Exhibit 10.1).
4.6	Common Stock Registration Rights Agreement (See Exhibit 10.3).
4.7	Registration Rights Agreement (See Exhibit 10.4).
4.8	Purchase Agreement, dated as of November 24, 1999, by and among the Registrant and Salomon Smith Barney Inc., Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (collectively, the "Initial Purchasers").
4.9	Amended and Restated Investors' Rights Agreement (See Exhibits 10.6 and 10.7).

5.1*	Opinion of Counsel.
10.1	Indenture, dated as of December 1, 1999, by and among the Registrant and State Street Bank and Trust Company of California, N.A. (as trustee).
10.2	Warrant Agreement, dated as of December 1, 1999, by and among the Registrant and State Street Bank and Trust Company of California, N.A. (as warrant agent).
10.3	Common Stock Registration Rights Agreement, dated as of December 1, 1999, by and among the Registrant, Benchmark Capital Partners II, L.P., Cisco Systems, Inc., Microsoft Corporation, ePartners, Albert M. Avery, IV and Jay S. Adelson (as investors), and the Initial Purchasers.

Exhibit No.	Description
10.4	Registration Rights Agreement, dated as of December 1, 1999, by and among the Registrant and the Initial Purchasers.
10.5	Form of Indemnification Agreement between the Registrant and each of its officers and directors.
10.6	Amended and Restated Investors' Rights Agreement, dated as of August 26, 1999, by and between the Registrant, the Series A Purchasers, the Series B Purchasers and members of the Registrant's management.
10.7	Amendment No.1 to the Amended and Restated Investors' Rights Agreement and Amended and Restated Voting Agreement, dated as of August 26, 1999, by and between the Registrant, the Series A Purchasers, the Series B Purchasers and members of the Registrant's management, effective as of November 30, 1999.
10.8	The Registrant's 1998 Stock Option Plan.
10.9*	Lease Agreement with Carlyle-Core Chicago LLC, dated as of September 1, 1999.
10.10*	Lease Agreement with Market Halsey Urban Renewal, LLC, dated as of May 3, 1999.
10.11*	Lease Agreement with Laing Beaumeade, dated as of November 18, 1998.
10.12*	Lease Agreement with Rose Ventures II, Inc., dated as of June 10, 1999.
10.13*	Lease Agreement with 600 Seventh Street Associates, Inc., dated as of August 6, 1999.
10.14*	Lease Agreement with Trizechahn Centers, Inc. (dba Trizechahn Beaumeade Corporate Management), dated as of October 28, 1999.
21.1	List of Subsidiaries of the Registrant.
23.1	Consent of KPMG LLP, independent auditors.
23.2*	Consent of Counsel. Reference is made to Exhibit 5.1.
24.1	Power of Attorney (See page II-5).
25.1*	Form of T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of State Street Bank and Trust Company of California, N.A.
27.1	Financial Data Schedule.
99.1*	Form of Letter of Transmittal relating to the Exchange Offer.
99.2*	Form of Notice of Guaranteed Delivery.

- --------
* To be filed by amendment.

(b) Financial Statement Schedules

All schedules have been omitted because the information required to be presented in them is not applicable or is shown in the consolidated financial statements or related notes.

Item 22. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 20 above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission this indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities, other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding, is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final

adjudication of this issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by us under Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of these securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) It will respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed after the effective date of the registration statement through the date of responding to the request.

(4) It will supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(5) It will file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(a) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(b) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(c) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement.

(6) For the purpose of determining any liability under the Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) It will remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(8) Prior to any public reoffering of the securities registered hereunder through use of a prospectus which is part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c) the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other Items of the applicable form.

(9) Every prospectus (i) that is filed pursuant to the paragraph immediately preceding, or (ii) that purports to meet the requirements of section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Redwood City, State of California, on this 29th day of December, 1999.

Equinix, Inc.

/s/ Albert M. Avery, IV
By:_____
Albert M. Avery, IV
President, Chief Executive Officer
and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Albert M. Avery, IV and Philip J. Koen, and each of them, his or her true and lawful attorneys-in-fact and agents with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective on filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or her or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

<TABLE>
<CAPTION>

Signature	Title	Date
<S>	<C>	<C>
/s/ Albert M. Avery, IV Albert M. Avery, IV	President, Chief Executive Officer (Principal Executive Officer) and Director	December 29, 1999
/s/ Jay S. Adelson Jay S. Adelson	Vice President, Engineering and Site Development, Chief Technology Officer and Director	December 29, 1999
/s/ Philip J. Koen Philip J. Koen	Chief Financial Officer (Principal Financial and Accounting Officer)	December 29, 1999
/s/ Andrew S. Rachleff Andrew S. Rachleff	Director	December 29, 1999
/s/ Michelangelo Volpi Michelangelo Volpi	Director	December 29, 1999

</TABLE>

INDEX TO EXHIBITS

<TABLE>
<CAPTION>

Exhibit No.	Description
<C>	<S>
3.1	Amended and Restated Certificate of Incorporation of the Registrant.
3.2	Bylaws of the Registrant.
4.1	Reference is made to Exhibits 3.1 and 3.2.
4.2*	Form of Old Note.
4.3*	Form of New Note.
4.4	Escrow agreement, dated as of December 1, 1999, by and among the Registrant and State Street Bank and Trust Company of California, N.A. (as escrow agent and trustee).

4.5	Indenture (See Exhibit 10.1).
4.6	Common Stock Registration Rights Agreement (See Exhibit 10.3).
4.7	Registration Rights Agreement (See Exhibit 10.4).
4.8	Purchase Agreement, dated as of November 24, 1999, by and among the Registrant and Salomon Smith Barney Inc., Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (collectively, the "Initial Purchasers").
4.9	Amended and Restated Investors' Rights Agreement (See Exhibits 10.6 and 10.7).
5.1*	Opinion of Counsel.
10.1	Indenture, dated as of December 1, 1999, by and among the Registrant and State Street Bank and Trust Company of California, N.A. (as trustee).
10.2	Warrant Agreement, dated as of December 1, 1999, by and among the Registrant and State Street Bank and Trust Company of California, N.A. (as warrant agent).
10.3	Common Stock Registration Rights Agreement, dated as of December 1, 1999, by and among the Registrant, Benchmark Capital Partners II, L.P., Cisco Systems, Inc., Microsoft Corporation, ePartners, Albert M. Avery, IV and Jay S. Adelson (as investors), and the Initial Purchasers.
10.4	Registration Rights Agreement, dated as of December 1, 1999, by and among the Registrant and the Initial Purchasers.
10.5	Form of Indemnification Agreement between the Registrant and each of its officers and directors.
10.6	Amended and Restated Investors' Rights Agreement, dated as of August 26, 1999, by and between the Registrant, the Series A Purchasers, the Series B Purchasers and members of the Registrant's management.
10.7	Amendment No.1 to the Amended and Restated Investors' Rights Agreement and Amended and Restated Voting Agreement, dated as of August 26, 1999, by and between the Registrant, the Series A Purchasers, the Series B Purchasers and members of the Registrant's management, effective as of November 30, 1999.
10.8	The Registrant's 1998 Stock Option Plan.
10.9*	Lease Agreement with Carlyle-Core Chicago LLC, dated as of September 1, 1999.
10.10*	Lease Agreement with Market Halsey Urban Renewal, LLC, dated as of May 3, 1999.
10.11*	Lease Agreement with Laing Beaumeade, dated as of November 18, 1998.
10.12*	Lease Agreement with Rose Ventures II, Inc., dated as of June 10, 1999.
10.13*	Lease Agreement with 600 Seventh Street Associates, Inc., dated as of August 6, 1999.
10.14*	Lease Agreement with Trizechahn Centers, Inc. (dba Trizechahn Beaumeade Corporate Management), dated as of October 28, 1999.
21.1	List of Subsidiaries of the Registrant.
23.1	Consent of KPMG LLP, independent auditors.
23.2*	Consent of Counsel. Reference is made to Exhibit 5.1.

Exhibit No.	Description
24.1	Power of Attorney (See page II-5).
25.1*	Form of T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of State Street Bank and Trust Company of California, N.A.
27.1	Financial Data Schedule.
99.1*	Form of Letter of Transmittal relating to the Exchange Offer.
99.2*	Form of Notice of Guaranteed Delivery.

- --------
* To be filed by amendment.

EXHIBIT 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
EQUINIX, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Equinix, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is Equinix, Inc.

SECOND: That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety as follows:

ARTICLE I

The name of this corporation is Equinix, Inc.

ARTICLE II

The address of the registered office of this corporation in the State of Delaware is 15 E. North St., P.O. Box 899, in the City of Dover, County of Kent. The name of its registered agent at such address is Incorporating Services, Ltd.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

A. Classes of Stock. This corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares that this corporation is authorized to issue is one hundred and five million (105,000,000) shares. Seventy-five million (75,000,000) shares shall be Common Stock and

thirty million (30,000,000) shares shall be Preferred Stock, each with a par value of $0.001 per share.

B. Rights, Preferences and Restrictions of Preferred Stock. The Preferred Stock authorized by this Restated Certificate of Incorporation may be issued from time to time in one or more series. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Preferred Stock, which series shall consist of fourteen million (14,000,000) shares (the "Series A Preferred Stock") and the Series B Preferred Stock, which series shall consist of sixteen million (16,000,000) shares (the "Series B Preferred Stock") are as set forth below in this Article IV(B).

1. Dividend Provisions.

(a) The holders of the Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive dividends at the rate of $0.08 per share and $0.64 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares) per annum, respectively, payable out of funds legally available therefor. Such dividends shall be payable only when, as, and if declared by the Board of Directors and shall be noncumulative.

(b) No dividends (other than those payable solely in the Common Stock of the corporation) shall be paid on any Common Stock of the corporation during any fiscal year of the corporation until dividends in the total amount of $0.08 per share and $0.64 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares) on the Series A Preferred Stock and Series B Preferred Stock, respectively, shall have been paid or declared and set

apart during that fiscal year and no dividends shall be paid on any share of Common Stock unless a dividend (including the amount of any dividends paid pursuant to the provisions of subsection (a) above) is paid with respect to all outstanding shares of Series A Preferred Stock and Series B Preferred Stock in an amount for each such share of Series A Preferred Stock and Series B Preferred Stock equal to or greater than the aggregate amount of such dividends for all shares of Common Stock into which each such share of Series A Preferred Stock or Series B Preferred Stock could then be converted.

(c) In the event of a conversion of the Series A Preferred Stock or Series B Preferred Stock pursuant to Section 4 hereof, any accrued and unpaid dividends shall be paid at the election of the holder in cash or Common Stock at its then fair market value, as determined by the Board of Directors.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of this corporation, either voluntary or involuntary, the holders of Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of this corporation to the holders of Common Stock by reason of their ownership thereof, (A) in the case of the Series A Preferred Stock an amount per share equal to the sum of (i) $1.00 for each outstanding share of Series A Preferred Stock (the "Original Series A Issue Price"), and (ii) an amount equal to declared but unpaid dividends on such share (subject to adjustment of such fixed dollar amounts for any stock splits, stock dividends, combinations, recapitalizations or the like), and (B) in the

case of the Series B Preferred Stock, an amount per share equal to the sum of (i) $8.00 for each outstanding share of Series B Preferred Stock (the "Original Series B Issue Price"), and (ii) an amount equal to declared but unpaid dividends on such share (subject to adjustments of such fixed dollar amounts for any stock splits, stock dividends, combinations, recapitalizations or the like). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock and Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then, the entire assets and funds of this corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock and Series B Preferred Stock in proportion to the full preferential amount each such holder is otherwise entitled to receive under this subsection (a).

(b) Upon the completion of the distribution required by subsection (a) of this Section 2 all of the remaining assets of this corporation available for distribution to stockholders shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each.

(c)

(i) For purposes of this Section 2, a liquidation, dissolution or winding up of this corporation shall be deemed to be occasioned by, or to include (unless the holders of at least a majority of the Preferred Stock then outstanding shall determine otherwise), (A) the acquisition of this corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of this corporation; or (B) a sale of all or substantially all of the assets of this corporation.

(ii) In any of such foregoing events, if the consideration received by this corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange or through the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) day period ending three (3) days prior to the closing;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period ending three (3) days prior to the closing; and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by this corporation and the holders of at least a majority of the voting power of all then outstanding shares of Preferred Stock.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined by this corporation and the holders of at least a majority of the voting power of all then outstanding shares of such Preferred Stock.

(iii) In the event the requirements of this subsection 2(c) are not complied with, this corporation shall forthwith either:

(A) cause such closing to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(c)(iv) hereof.

(iv) This corporation shall give each holder of record of Preferred Stock written notice of such impending transaction not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and this corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after this corporation has given the first notice provided for herein or sooner than ten (10) days after this corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least a majority of the voting power of all then outstanding shares of such Preferred Stock.

3. Redemption. The Preferred Stock is not redeemable.
---

4. Conversion. The holders of the Preferred Stock shall have
---
conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series A Preferred Stock and
---
Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of this corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price for such series by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price for shares of Series A Preferred Stock shall be the Original Series A Issue Price and the initial Conversion Price for shares of Series B Preferred Stock shall be the Original Series B Issue Price, subject to adjustment as set forth in Section 4(d) hereof.

(b) Automatic Conversion. Each share of Series A Preferred Stock and
---
Series B Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect for such Series A Preferred Stock immediately upon the earlier of (i) this corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 or Form SB-2 under the Securities Act of 1933, as amended, provided that the aggregate gross offering price is at least $25,000,000 or (ii) upon vote of the holders of a majority of the then outstanding shares of Preferred Stock (which provision may be amended only by a majority vote of the holders of the Preferred Stock).

(c) Mechanics of Conversion. Before any holder of Preferred Stock
---
shall be entitled to convert the same into shares of Common Stock, he or she shall surrender the certificate or certificates therefor, duly endorsed, at the office of this corporation or of any transfer agent for the Preferred Stock, and shall give written notice to this corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such

conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Certain Splits and Combinations. The Conversion Price of the Series A Preferred Stock and Series B Preferred Stock shall be subject to adjustment from time to time as follows:

(i) (A) If this corporation shall issue, after the date upon which any shares of Series A Preferred Stock or Series B Preferred Stock were first issued (the "Purchase Date" with respect to such series, any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for such series in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to be issued pursuant to subsection 4(d)(i)(E)(1) or (2)) plus the number of shares of Common Stock that the aggregate consideration received by this corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to

be issued pursuant to subsection 4(d)(i)(E)(1) or (2)) plus the number of shares of Additional Stock.

(B) No adjustment of the Conversion Price for the Series A Preferred Stock or Series B Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections (E)(3) and (E)(4), no adjustment of such Conversion Price pursuant to this subsection 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors as determined in good faith irrespective of any accounting treatment.

(E) In the case of the issuance (whether before, on or after the applicable Purchase Date) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this subsection 4(d)(i) and subsection 4(d)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)), if any, received by this corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights

were issued and for a consideration equal to the consideration, if any, received by this corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof (unless such options or rights or convertible or exchangeable securities were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of subsection 4(d)(i)(A)), the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities (unless such options or rights were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of subsection 4(d)(i)(A)), shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by this corporation after the Purchase Date other than:

(A) Common Stock issued pursuant to a transaction described in subsection 4(d)(iii) hereof;

(B) Shares of Common Stock issuable or issued to employees, consultants, directors or vendors (if in transactions with primarily non-financing purposes) of

this corporation directly or pursuant to a stock option plan or restricted stock plan approved by the Board of Directors of this corporation;

(C) The issuance of stock, warrants or other securities or rights upon approval by the Company's Board of Directors (including the Series B Director) to persons or entities with which the Company has business relationships provided such issuances are for other than primarily equity financing purposes;

(D) The issuance of securities pursuant to a bona fide, firmly underwritten public offering of shares of Common Stock, registered under the Act resulting in proceeds to the Company of at least $25,000,000 in the aggregate;

(E) The issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities; or

(F) The issuance of securities in connection with a bona fide business acquisition of or by the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise.

(iii) In the event this corporation should at any time or from time to time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series A Preferred Stock and Series B Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.

(iv) If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Series A Preferred Stock and Series B Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(i), then, in each such case for the purpose of this subsection 4(e), the holders of the Series A Preferred Stock and Series B Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of

shares of Common Stock of this corporation into which their shares of Series A Preferred Stock and/or Series B Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or Section 2) provision shall be made so that the holders of the Series A Preferred Stock and Series B Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock and/or Series B Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Series A Preferred Stock and Series B Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Series A Preferred Stock and Series B Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) No Impairment. This corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock and Series B Preferred Stock against impairment.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Series A Preferred Stock or Series B Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such

conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock and/or Series B Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Series A Preferred Stock or Series B Preferred Stock pursuant to this Section 4, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock and Series B Preferred Stock a certificate executed by the Corporation's President or Chief Financial Officer setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of Series A Preferred Stock or Series B Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred

Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Series A Preferred Stock or Series B Preferred Stock.

(i) Notices of Record Date. In the event of any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this corporation shall mail to each holder of Series A Preferred Stock and Series B Preferred Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock and Series B Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock and Series B Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock and Series B Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to this Restated Certificate of Incorporation.

(k) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Series A Preferred Stock and Series B Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of this corporation.

5. Voting Rights.

(a) General Voting Rights. Subject to the provisions of Section 5(b) hereof, the holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) Voting for the Election of Directors. As long as at least twenty-

five percent (25%) of the shares of Series A Preferred Stock originally issued remain outstanding, the holders of such shares of Series A Preferred Stock shall be entitled to elect two (2) directors of this corporation at each annual election of directors. The holders of outstanding Common Stock shall be entitled to elect two (2) directors of this corporation at each annual election of directors. As long as at least twenty-five percent (25%) of the shares of Series B Preferred Stock originally issued remain outstanding, the holders of such shares of Series B Preferred Stock shall be entitled to elect one (1) director of this corporation at each annual election of directors acceptable to the other directors. The holders of Series A Preferred Stock and Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect any remaining directors of this corporation, provided such directors are approved by the directors elected by the holders of Common Stock and the directors elected by the holders of Preferred Stock.

In the case of any vacancy (other than a vacancy caused by removal) in the office of a director occurring among the directors elected by the holders of a class or series of stock pursuant to this Section 5(b), the remaining directors so elected by that class or series may by affirmative vote of a majority thereof (or the remaining director so elected if there be but one, or if there are no such directors remaining, by the affirmative vote of the holders of a majority of the shares of that class or series), elect a successor or successors to hold office for the unexpired term of the director or directors whose place or places shall be vacant. Any director who shall have been elected by the holders of a class or series of stock or by any directors so elected as provided in the immediately preceding sentence hereof may be removed during the aforesaid term of office, either with or without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to unanimous written consent.

6. Protective Provisions. So long as 3,000,000 shares of Preferred Stock are outstanding, this corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock and Series B Preferred Stock (voting together as a single class and not as a separate series, and on an as-converted basis; provided, however that such majority vote shall include the vote of at least 1,250,000 shares of the holders of Series B Preferred Stock):

(a) sell, convey, or otherwise dispose of all or substantially all of its property or business or merge into or consolidate with any other corporation (other than a wholly-owned subsidiary corporation) or effect any transaction or series of related transactions in which more than fifty percent (50%) of the voting power of this corporation is disposed of;

(b) increase the total number of authorized shares of Series A Preferred Stock or Series B Preferred Stock;

(c) authorize or issue, or obligate itself to issue, any equity security other than that authorized herein, including any other security convertible into or exercisable for any equity

security having a preference over or greater rights than the Series A Preferred Stock or Series B Preferred Stock with respect to dividends, liquidation, redemption, conversion or voting;

(d) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which this corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment;

(e) alter or change the rights, preferences or privileges of the shares of Series A Preferred Stock or Series B Preferred Stock so as to affect adversely the shares;

(f) pay any dividends on this corporation's Common Stock; or

(g) increase the authorized number of directors of this corporation.

7. Status of Converted Stock. In the event any shares of Series A Preferred Stock or Series B Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be

issuable by this corporation. The Restated Certificate of Incorporation of this corporation shall be appropriately amended to effect the corresponding reduction in this corporation's authorized capital stock.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of this corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this corporation, the assets of this corporation shall be distributed as provided in Section 2 of Division (B) of Article IV hereof.

3. Redemption. The Common Stock is not redeemable.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE V

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of this corporation.

ARTICLE VI

The number of directors of this corporation shall be fixed from time to time by a bylaw or amendment thereof duly adopted by the Board of Directors or by the stockholders.

ARTICLE VII

Elections of directors need not be by written ballot unless the Bylaws of this corporation shall so provide.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of this corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of this corporation.

ARTICLE IX

A director of this corporation shall, to the fullest extent permitted by the General Corporation Law as it now exists or as it may hereafter be amended, not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended, after approval by the stockholders of this Article, to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended.

Any amendment, repeal or modification of this Article IX, or the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this Article IX, by the stockholders of this corporation shall not apply to or adversely affect any right or protection of a director of this corporation existing at the time of such amendment, repeal, modification or adoption.

ARTICLE X

This corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI

To the fullest extent permitted by applicable law, this corporation is authorized to provide indemnification of (and advancement of expenses to) agents of this corporation (and any other persons to which General Corporation Law permits this corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law, subject only to limits created by applicable General Corporation Law (statutory or non-statutory), with respect to actions for breach of duty to this corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director, officer, agent, or other person existing at the time of, or increase the liability of any director of this corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

* * *

THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the General Corporation Law.

FOURTH: That said amendment and restatement was duly adopted in accordance with the provisions of Section 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by the President of this corporation on this 24th day of August, 1999.

/s/ Albert M. Avery, IV

Albert M. Avery, IV
President and Chief Executive Officer

EXHIBIT 3.2

BYLAWS OF

Equinix, Inc.

A DELAWARE CORPORATION

TABLE OF CONTENTS

<TABLE>
<CAPTION>

</TABLE>

BYLAWS
OF
EQUINIX, INC.

ARTICLE I
OFFICES

1.1 The registered office shall be in the City of Dover, County of Kent, State of Delaware.

1.2 The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

2.1 All meetings of the stockholders for the election of directors shall be held in the City of San Jose State of California, at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 Annual meetings of stockholders, commencing with the year 1998, shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

2.3 Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

2.4 The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose

germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.5 Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning at least fifty percent 50%) in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

2.6 Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting.

2.7 Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

2.8 The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.9 When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

2.10 Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

2.11 Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting

at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III
DIRECTORS

3.1 The number of directors that shall constitute the whole Board of Directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting of the stockholders, except as provided in Section 3.2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

3.2 Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless

sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board of Directors (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

3.3 The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

3.4 The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

3.5 The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

3.6 Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

3.7 Special meetings of the Board of Directors may be called by the president on two (2) days' notice to each director by mail or forty-eight (48) hours notice to each director either personally or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) directors unless the Board of Directors consists of only one director, in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director.

3.8 At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.9 Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

3.10 Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

COMMITTEES OF DIRECTORS

3.11 The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the

corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the General Corporation Law of Delaware to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these bylaws.

3.12 Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

COMPENSATION OF DIRECTORS

3.13 Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

REMOVAL OF DIRECTORS

3.14 Unless otherwise restricted by the certificate of incorporation or these bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV
NOTICES

4.1 Whenever, under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

4.2 Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V
OFFICERS

5.1 The officers of the corporation shall be chosen by the Board of Directors and shall be a president, treasurer and a secretary. The Board of Directors may elect from among

its members a Chairman of the Board and a Vice Chairman of the Board. The Board of Directors may also choose one or more vice-presidents, assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

5.2 The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a president, a treasurer, and a secretary and may choose vice-presidents.

5.3 The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

5.4 The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

5.5 The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

THE CHAIRMAN OF THE BOARD

5.6 The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he shall be present. He shall have and may exercise such powers as are, from time to time, assigned to him by the Board of Directors and as may be provided by law.

5.7 In the absence of the Chairman of the Board, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he shall be present. He shall have and may exercise such powers as are, from time to time, assigned to him by the Board of Directors and as may be provided by law.

THE PRESIDENT AND VICE-PRESIDENTS

5.8 The president shall be the chief executive officer of the corporation; and in the absence of the Chairman and Vice Chairman of the Board he shall preside at all meetings of the stockholders and the Board of Directors; he shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

5.9 He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

5.10 In the absence of the president or in the event of his inability or refusal to act, the vice-president, if any, (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

5.11 The secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

5.12 The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

5.13 The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

5.14 He shall disburse the funds of the corporation as may be ordered

by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

5.15 If required by the Board of Directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or

removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

5.16 The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI
CERTIFICATE OF STOCK

6.1 Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the Chairman or Vice Chairman of the Board of Directors, or the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation.

Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

6.2 Any of or all the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

6.3 The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to

have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFER OF STOCK

6.4 Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

FIXING RECORD DATE

6.5 In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholder or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

6.6 The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII
GENERAL PROVISIONS
DIVIDENDS

7.1 Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at

any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

7.2 Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

7.3 All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

FISCAL YEAR

7.4 The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

SEAL

7.5 The Board of Directors may adopt a corporate seal having inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

INDEMNIFICATION

7.6 The corporation shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented

from time to time, indemnify any director made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a director of the corporation or a predecessor corporation or, at the corporation's request, a director or officer of another corporation; provided, however, that the corporation shall indemnify any such agent in connection with a proceeding initiated by such agent only if such proceeding was authorized by the Board of Directors of the corporation. The indemnification provided for in this Section 7.6 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a director, and (iii) inure to the benefit of the heirs, executors and administrators of such a person. The corporation's obligation to provide indemnification under this Section 7.6 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the corporation or any other person.

Expenses incurred by a director of the corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that he is or was a director of the corporation (or was serving at the corporation's request as a director or officer of another corporation) shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized by relevant sections of the General Corporation Law of Delaware. Notwithstanding the foregoing, the corporation shall not be required to advance such expenses to an agent who is a party to an action, suit or proceeding brought by the corporation and approved by a majority of the Board of Directors of the corporation that alleges willful misappropriation of corporate assets by such agent, disclosure of confidential information in violation of such agent's fiduciary or contractual obligations to the corporation or any other willful and deliberate breach in bad faith of such agent's duty to the corporation or its stockholders.

The foregoing provisions of this Section 7.6 shall be deemed to be a contract between the corporation and each director who serves in such capacity at any time while this bylaw is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

The Board of Directors in its discretion shall have power on behalf of the corporation to indemnify any person, other than a director, made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was an officer or employee of the corporation.

To assure indemnification under this Section 7.6 of all directors, officers and employees who are determined by the corporation or otherwise to be or to have been "fiduciaries" of any employee benefit plan of the corporation that may exist from time to time, Section 145 of the General Corporation Law of Delaware shall, for the purposes of this Section 7.6, be interpreted as follows: an "other enterprise" shall be deemed to include such an employee benefit plan, including without limitation, any plan of the corporation that is governed by the Act of Congress entitled "Employee Retirement Income Security Act of 1974," as amended from time to time; the corporation shall be deemed to have requested a person to serve an employee benefit plan where the performance by such person of his duties to the corporation also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to an employee benefit plan pursuant to such Act of Congress shall be deemed "fines."

ARTICLE VIII
AMENDMENTS

8.1 These bylaws may be altered, amended or repealed or new bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the certificate of incorporation at any regular meeting of the stockholders

or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the Board of Directors by the certificate or incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.

ARTICLE IX
RIGHT OF FIRST REFUSAL

9.1 No stockholder shall sell, assign, pledge, or in any manner transfer any of the shares of Common Stock of the corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transfer which meets the requirements hereinafter set forth in this bylaw:

(a) If the stockholder desires to sell or otherwise transfer any of his shares of Common Stock, then the stockholder shall first give written notice thereof to the corporation. The notice shall name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer.

(b) For fifteen (15) days following receipt of such notice, the corporation shall have the option to purchase all or any lesser part of the shares specified in the notice at the price and upon the terms set forth in such notice. In the event the corporation elects to purchase all the shares, it shall give written notice to the selling stockholder of its election and settlement for said shares shall be made as provided below in paragraph (d).

(c) In the event the corporation does not elect to acquire all of the shares specified in the selling stockholder's notice, the Secretary of the corporation shall, within fifteen (15) days of receipt of said selling stockholder's notice, give written notice thereof to the stockholders of the corporation other than the selling stockholder. Said written notice shall state the number of shares that the corporation has elected to purchase and the number of shares remaining available for purchase (which shall be the same as the number contained in said selling stockholder's notice, less any such shares that the corporation has elected to purchase). Each of the other stockholders shall have the option to purchase that proportion of the shares available for purchase as the number of shares owned by each of said other stockholders (calculated on an as-converted basis) bears to the total issued and outstanding shares of the corporation (calculated on an as-converted basis), excepting those shares owned by the selling stockholder. A stockholder electing to exercise such option shall, within ten (10) days after receipt of the corporation's notice, give notice to the corporation specifying the number of shares such stockholder will purchase. Within such ten (10) day period, each of said other stockholders shall give written notice stating how many additional shares such stockholder will purchase if additional shares are made available. Failure to respond in writing to the notice given by the Secretary of the corporation within said ten (10) day period shall be deemed a rejection of such stockholder's right to acquire a proportionate part of the shares of the selling stockholder. In the event one or more stockholders do not elect to acquire the shares available to them, said shares

shall be allocated on a pro rata basis to the stockholders who requested shares in addition to their pro rata allotment.

(d) In the event the corporation and/or stockholders, other than the selling stockholder, elect to acquire any of the shares of the selling stockholder as specified in said selling stockholder's notice, the Secretary of the corporation shall so notify the selling stockholder and settlement thereof shall be made in cash within thirty (30) days after the Secretary of the corporation receives said selling stockholder's notice; provided that if the terms of payment set forth in said selling stockholder's notice were other than cash against delivery, the corporation and/or its other stockholders shall pay for said shares on the same terms and conditions set forth in said selling stockholder's notice.

(e) In the event the corporation and/or its other stockholders do not elect to acquire all of the shares specified in the selling stockholder's notice, said selling stockholder may, within the sixty (60) day period following the expiration of the option rights granted to the corporation and other stockholders herein, sell elsewhere the shares specified in said selling stockholder's notice which were not acquired by the corporation and/or its other stockholders, in accordance with the provisions of paragraph (d) of this bylaw, provided that said sale shall not be on terms and conditions more favorable to the purchaser than those contained in the bona fide offer set forth in said selling stockholder's notice. All shares so sold by said selling stockholder shall continue to be subject to the provisions of this bylaw in the same manner as before said transfer.

(f) Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the provisions of this bylaw:

(1) A stockholder's transfer of any or all shares held either during such stockholder's lifetime or on death by will or intestacy to such stockholder's immediate family or to any custodian or trustee for the account of such stockholder or such stockholder's immediate family. "Immediate family" as used herein shall mean spouse, lineal descendant, father, mother, brother, or sister of the stockholder making such transfer.

(2) A stockholder's bona fide pledge or mortgage of any shares with a commercial lending institution, provided that any subsequent transfer of said shares by said institution shall be conducted in the manner set forth in this bylaw.

(3) A stockholder's transfer of any or all of such stockholder's shares to the corporation or to any other stockholder of the corporation.

(4) A stockholder's transfer of any or all of such stockholder's shares to a person who, at the time of such transfer, is an officer or director of the corporation.

(5) A corporate stockholder's transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, reclassification of shares or capital reorganization of the corporate stockholder, or pursuant to a sale of all or substantially all of the stock or assets of a corporate stockholder.

(6) A corporate stockholder's transfer of any or all of its shares to any or all of its stockholders.

(7) A transfer by a stockholder which is a limited or general partnership to any or all of its partners or former partners.

(8) A transfer by a stockholder who obtained his or her stock through the exercise of a warrant obtained in connection with the sale by the Company of notes and warrants pursuant to the Purchase Agreement dated November 24, 1999 by and between the Company and Salomon Smith Barney Inc., Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated.

In any such case, the transferee, assignee, or other recipient shall receive and hold such stock subject to the provisions of this bylaw, and there shall be no further transfer of such stock except in accord with this bylaw.

(g) The provisions of this Bylaw may be waived with respect to any transfer either by the corporation, upon duly authorized action of the Board of Directors, or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation (excluding the votes represented by those shares to be transferred by the transferring stockholder). This bylaw may be amended or repealed either by a duly authorized action of the Board of Directors or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation.

(h) Any sale or transfer, or purported sale or transfer, of securities of the corporation shall be null and void unless the terms, conditions, and provisions of this bylaw are strictly observed and followed.

(i) The foregoing right of first refusal shall terminate on either of the following dates, whichever shall first occur:

(1) On June 30, 2008 or

(2) Upon the date of consummation of the corporation's first firm commitment underwritten public offering of its common stock registered under the Securities Act of 1933, as amended.

(j) The certificates representing shares of stock of the corporation shall bear on their face the following legend so long as the foregoing right of first refusal remains in effect:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE BYLAWS OF THE CORPORATION."

ARTICLE X
LOANS TO OFFICERS

10.1 The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a Director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

EXHIBIT 4.4

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement"), dated as of December 1, 1999, by and among STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., a national banking association, as escrow agent and securities intermediary (in such capacities, "Escrow Agent"), STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as Trustee (in such capacity, "Trustee") under the Indenture (as defined herein), and EQUINIX, INC., a Delaware corporation ("Company").

R E C I T A L S :

A. Pursuant to the Indenture, dated as of December 1, 1999 (the "Indenture"), by and between the Company and Trustee, the Company is issuing $200,000,000 principal amount of its 13% Senior Notes due 2007 (the "Securities") as part of the offering of 200,000 units (the "Units") consisting of the Securities and warrants to purchase 2,251,000 shares of Common Stock, par value $.001 per share, of the Company.

B. As security for its obligations under the Securities and the Indenture, the Company hereby grants to Trustee, for the benefit of the holders of the Securities, a Lien upon the Escrow Account (as defined herein) on the terms and conditions set forth herein.

C. The parties have entered into this Agreement in order to set forth their security agreement with respect to the Lien described above and the conditions upon which, and the manner in which, funds will be disbursed from the Escrow Account and released from such Lien.

A G R E E M E N T :

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All terms used but not defined herein shall have the respective meanings ascribed to them in the Indenture. In addition to any other defined terms used herein, the following terms shall constitute defined terms for purposes of this Agreement and shall have the meanings set forth below:

"Affiliate" of any specified person means any other Person which, directly or indirectly, controls, is controlled by or is under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" means this Escrow Agreement, as amended from time to time.

"Applied" means that disbursed funds have been applied (i) to the payment of interest on the Securities, (ii) pursuant to Section 3(c), or (iii) pursuant to Section 6(b)(iii) hereof.

"Available Funds" means, at any date, (A) the sum of (i) the Pledged Securities and any funds and (ii) interest earned or dividends paid on the Pledged Securities and any funds, less (B) the aggregate disbursements made prior to such date pursuant to this Agreement.

"Beneficiaries" see Section 2(b).

"Book-Entry Securities" means Securities maintained in the form of entries (including, without limitation, the Securities Entitlements in such Securities) in the commercial book-entry system of the Federal Reserve Bank of Boston.

"Business Day" means any day that is not a Saturday, a Sunday or a day on which banking institutions in California, Boston or Los Angeles are required by law, regulation or executive order to remain closed.

"Company" see the introductory paragraph hereto.

"Company Funds" see Section 3(c).

"Entitlement Holder" means an "Entitlement Holder" as defined (i) in Section 8 102(a)(7) of the Revised UCC and (ii) with respect to Book-Entry Securities governed by the Federal Book-Entry Regulations, in 31 C.F.R. (S) 357.2.

"Escrow Account" means the escrow account established pursuant to Section 2.

"Escrow Account Statement" see Section 2(f).

"Escrow Agent" see the introductory paragraph hereto.

"Escrow Collateral" see Section 6(a).

"Escrow Funds" see Section 6(c).

"Fed Member Securities Account" means, in respect of any Person, an account in the name of such Person in the commercial book-entry system of the Federal Reserve Bank of Boston.

"Federal Book-Entry Regulations" means (i) the federal regulations contained in Subpart B ("Treasury/Reserve Automated Debt Entry System (TRADES) governing Book-Entry Securities consisting of U.S. Treasury bonds, notes and bills and Subpart D ("Additional Provisions")) of 31 C.F.R. Part 357, 31 C.F.R. (S) 357.10 through (S) 357.41 and (S) 357.41 through (S) 357.44, including related defined terms in 31 C.F.R. (S) 357.27; and (ii) to the extent substantially identical to the Federal Book-Entry Regulations referred to in clause (i) above, the federal regulations governing other Book-Entry Securities.

"Financial Asset" has the meaning set forth in Section 8-102(a) of the Revised UCC.

"Government Securities" means direct obligations of, or obligations guaranteed by, the United States of America for the payment of which obligations the full faith and credit of the United States is pledged.

"Indenture" see the recitals hereto.

"Initial Escrow Amount" shall mean $37,011,520.

"Interest Payment Date" means June 1 and December 1 of each year, commencing on June 1, 2000 until the Securities are paid in full.

"Payment Notice and Disbursement Request" means a notice sent by the Company to Escrow Agent requesting a disbursement of funds from the Escrow Account, in substantially the form of Exhibit A hereto. Each Payment Notice and Disbursement Request shall be signed by an officer of the Company.

"Pledged Securities" means the Government Securities, as more fully described on Schedule I attached hereto, purchased by the Company (or by Salomon Smith Barney Inc. at the direction of the Company), deposited with the Escrow Agent with a portion of the net proceeds from the offering of the Units and deposited into the Escrow Account.

"Revised UCC" means the Uniform Commercial Code as in effect in the

State of California.

"Secured Obligations" see Section 6(a).

"Securities" see the recitals hereto.

"Securities Intermediary" has the meaning specified (i) in Section 8 102(a)(14) of the Revised UCC and (ii) with respect to Book-Entry Securities governed by the Federal Book-Entry Regulations, in 31 C.F.R. (S) 357.2.

"Securities Intermediary's Jurisdiction" has the meaning specified (i) in Section 8 110(e) of the Revised UCC and (ii) with respect to Book-Entry Securities in, 31 C.F.R. (S) 357.11(b).

"Securities Account" has the meaning set forth in Revised UCC Section 8 501(a).

"Security Control" means "Control" as defined in Section 9115(e) of the Revised UCC.

"Security Entitlement" has the meaning specified in (i) Sections 8 102(a)(17) of the Revised UCC and (ii) with respect to Book-Entry Securities governed by the Federal Book-Entry Regulations, 31 C.F.R. (S) 357.2.

"Trustee" see the introductory paragraph hereto.

2. Escrow Account; Escrow Agent

(a) Appointment of Escrow Agent. The Company and Trustee hereby appoint Escrow Agent, and Escrow Agent hereby accepts appointment, as escrow agent, under the terms and conditions of this Agreement.

(b) Establishment of Escrow Account.

(i) On the Issue Date, Escrow Agent shall establish an escrow account in the name of the Trustee entitled the "Escrow Account by Equinix, Inc. to State Street Bank and Trust Company of California, N.A., Trustee" (the "Escrow Account") at its corporate trust office located at 633 West 5th Street, 12th Floor, Los Angeles, CA 90071. The Escrow Account shall be maintained by Escrow Agent as a Securities Account. All funds, including the Initial Escrow Amount and the Pledged Securities shall be held by the Escrow Agent for the exclusive benefit of Trustee, any predecessor Trustee under the Indenture and holders of the Securities, as secured parties hereunder (collectively, the "Beneficiaries") and shall be treated as Financial Assets. The Trustee will be entitled to all rights and remedies to which a Person in control of Financial Assets is entitled pursuant to Chapter 5 of Article 8 and Article 9 of the Revised UCC. All such funds shall be held in the Escrow Account until disbursed or paid in accordance with the terms hereof. Without limiting the foregoing, if at any time Escrow Agent shall receive an "entitlement order" (as such term is defined in Section 8 102(a)(8) of the Revised UCC) issued by Trustee and relating to the Escrow Account, Escrow Agent shall comply with such entitlement order without further consent of the Company or any other Person and will accept "entitlement orders" from no other party. The Trustee has and will have exclusive (and no other Person has or will have any) Security Control over the Escrow Account and all assets, properties and items from time to time deposited or credited thereto.

(ii) On the Issue Date, the Company shall purchase, or cause the purchase of, the Pledged Securities with all of the Initial Escrow Amount, and deliver, or cause the delivery of, the Pledged Securities to Escrow Agent for deposit into the Escrow Account against Escrow Agent's written acknowledgment and receipt of the Initial Escrow Amount. The Pledged Securities shall be held by Escrow Agent and deposited into the Escrow Account for the exclusive benefit of the Beneficiaries. All payments of interest and principal on the Pledged Securities shall be deposited into the Escrow Account to be paid or disbursed in accordance with the terms hereof.

(c) Escrow Agent Compensation. The Company shall pay to

Escrow Agent such compensation for services to be performed by it under this Agreement as the Company and Escrow Agent may agree in writing from time to time. Escrow Agent shall be paid any compensation owed to it directly by the Company and shall not disburse from the Escrow Account any such amounts nor shall Escrow Agent have any interest in the Escrow Account with respect to such amounts.

The Company shall reimburse Escrow Agent upon request for all reasonable expenses, disbursements, and advances incurred or made by Escrow Agent in implementing any

of the provisions of this Agreement, including compensation and the reasonable expenses and disbursements of its counsel. Escrow Agent shall be paid any such expenses owed to it directly by the Company and shall not disburse from the Escrow Account any such amounts nor shall Escrow Agent have any interest in the Escrow Account with respect to such amounts.

(d) Investment of Funds in Escrow Account. Any funds on deposit in the Escrow Account which are not invested may be reinvested, at the Company's option, only upon the following terms and conditions:

(i) Acceptable Investments. All funds deposited or held in the Escrow Account at any time shall be invested by Escrow Agent in Government Securities in accordance with the Company's written instructions from time to time to Escrow Agent; provided, however, that (1) the Company shall only designate investment of funds in Government Securities maturing in an amount sufficient to and/or generating interest income sufficient to, when added to the balance of funds held in the Escrow Account, provide for the payment of interest on the outstanding Securities on each Interest Payment Date beginning on and including June 1, 2000 and through and including the Interest Payment Date on June 1, 2001, and, and the Company shall designate, and hereby designates, that all cash which may from time to time be placed or deposited in or credited, transferred or delivered to such Escrow Account, be invested as promptly as and to the fullest extent practicable in Government Securities and (2) any such written instruction shall specify the particular investment to be made, shall state that such investment is authorized to be made hereby and in particular satisfies the requirements of the preceding clause (1) of this proviso, shall contain the certification referred to in Section 2(d)(ii), if required, and shall be executed by an Officer of the Company. Escrow Agent shall have no responsibility for determining whether funds held in the Escrow Account shall have been invested in such a manner so as to comply with the requirements of this clause (i). All Government Securities shall be assigned to and held in the possession of, or, in the case of Government Securities maintained in book entry form with the Federal Reserve Bank (i.e., TRADES), transferred to a book entry account in the name of Escrow Agent for the benefit of the Beneficiaries, with such guarantees as are customary, except that Government Securities maintained in book entry form with the Federal Reserve Bank shall be transferred to a book entry account in the name of Escrow Agent at the Federal Reserve Bank that includes only Government Securities held by Escrow Agent for its customers and segregated by separate recordation in the books and records of Escrow Agent. Escrow Agent shall not be liable for losses on any investments made by it pursuant to and in compliance with such written instructions. In the absence of instructions from the Company that meet the requirements of this Section 2(d)(i), Escrow Agent shall have no obligation to invest funds held in the Escrow Account.

(ii) Security Interest in Investments. No investment of funds in the Escrow Account shall be made unless the Company has certified to Escrow Agent and Trustee that, upon such investment, Trustee will have a first priority perfected security interest in the applicable investment. If a certificate as to a class of investments has been provided to Escrow Agent, a certificate need not be issued with respect to individual investments in securities in that class if the certificate applicable to the class remains accurate with respect to such individual investments, which continued accuracy Escrow Agent may conclusively assume. On the date of this Agreement, and on each anniversary thereof, until the date upon which the

balance of the Available Funds shall have been reduced to zero, each of Trustee and Escrow Agent shall receive an Opinion of Counsel to the Company, dated each such date as applicable, which opinion shall meet the requirements of Section 314(b) of the United States Trust Indenture Act of 1939, as amended and shall comply with Section 11.01(d) of the Indenture.

(iii) Interest and Dividends. All interest earned and dividends paid on the Pledged Securities or any funds invested in Government Securities shall be deposited in the Escrow Account as additional Escrow Collateral for the

exclusive benefit of the Beneficiaries and, if not required to be disbursed in accordance with the terms hereof, subject to subsections 6(b)(iii), 6(e) and 6(f), shall be reinvested in accordance with the terms hereof at the Company's written instruction unless a Default or Event of Default has occurred or Trustee has notified Escrow Agent that it should only take direction from Trustee or should no longer take direction from the Company. For tax reporting purposes, all interest earned and dividends received shall be allocable to the Company.

(iv) Limitation on Escrow Agent's Responsibilities. Escrow Agent's sole responsibilities under this Section 2 shall be (A) to retain possession of funds and to be the registered or designated owner of the Pledged Securities, (B) to follow the Company's written instructions given in accordance with Section 2(d)(i), and (C) to invest and reinvest funds pursuant to this Section 2(d). In connection with clause (A) above, Escrow Agent will maintain continuous possession in the jurisdiction of its principal place of business of funds included in the Escrow Collateral and will cause the Pledged Securities to be registered in the book-entry system of, and transferred to an account of Escrow Agent or a sub-agent of Escrow Agent at, any Federal Reserve Bank. Except as provided in Section 6, Escrow Agent shall have no other responsibilities with respect to perfecting or maintaining the perfection of the security interest in the Escrow Collateral and shall not be required to file any instrument, document or notice in any public office at any time or times. The provisions of this Section 2(d)(iv) shall be without prejudice to the Escrow Agent's obligations as Securities Intermediary under this Agreement.

(e) Substitution of Escrow Agent. Escrow Agent may resign by giving no less than 25 days' prior written notice to the Company and Trustee. Such resignation shall take effect upon the later to occur of (i) delivery of all funds and the Pledged Securities maintained by Escrow Agent hereunder and copies of all books, records, plans and other documents in Escrow Agent's possession relating to such funds, the Pledged Securities or this Agreement to a successor escrow agent mutually approved by the Company and Trustee (which approvals shall not be unreasonably withheld or delayed) and the taking of such other steps as may be necessary to give the successor escrow agent a first priority security interest in the Pledged Securities and (ii) the Company, Trustee and such successor escrow agent entering into this Agreement or any written successor agreement no less favorable to the interests of the Company, holders of the Securities and Trustee than this Agreement; and Escrow Agent shall thereupon be discharged of all obligations under this Agreement and shall have no further duties, obligations or responsibilities in connection herewith, except as set forth in Section 4. If a successor escrow agent has not been appointed or has not accepted such appointment within 30 days after notice of resignation is given to the Company, Escrow Agent may at the sole cost of the Company apply to a court of competent jurisdiction for the appointment of a successor escrow agent.

(f) Escrow Account Statement. At least 30 days prior to each Interest Payment Date, Escrow Agent shall deliver to the Company and Trustee a statement setting forth with reasonable particularity the balance of funds then in the Escrow Account and the manner in which such funds are invested ("Escrow Account Statement"). The parties hereto irrevocably instruct Escrow Agent that on the first date upon which the balance in the Escrow Account is reduced to zero, Escrow Agent shall deliver to the Company and to Trustee a notice that the balance in the Escrow Account has been reduced to zero.

3. Disbursements.

(a) Payment Notice and Disbursement Request; Disbursements. At least five Business Days prior to an Interest Payment Date, the Company may submit to Escrow Agent, with a copy to Trustee, a completed Payment Notice and Disbursement Request.

Escrow Agent's disbursement pursuant to any Payment Notice and Disbursement Request shall be subject to the satisfaction of the applicable conditions set forth in Section 3(b). Provided such Payment Notice and Disbursement Request is not rejected by it as a result of the nonsatisfaction of the conditions set forth in Section 3(b), Escrow Agent, as soon as reasonably practicable on the Interest Payment Date, but in no event later than 12:00 Noon (New York City time) on the Interest Payment Date, shall disburse the funds requested in such Payment Notice and Disbursement Request by wire or book-entry transfer of immediately available funds to the account of Trustee for the benefit of the Beneficiaries or the Company in accordance with Section 3(c), as applicable. Escrow Agent shall notify the Company and Trustee as soon as reasonably possible (but not later than two (2) Business Days from the date of receipt of the Payment Notice and Disbursement Request) if any Payment Notice and Disbursement Request is rejected and the reason(s) therefor. In the event such rejection is

based upon nonsatisfaction of the condition in Section 3(b)(I), the Company shall thereupon resubmit the Payment Notice and Disbursement Request with appropriate changes.

(b) Conditions Precedent to Disbursement. Escrow Agent's payment of any disbursement shall be made only if: (I) the Company shall have submitted, in accordance with the provisions of Section 3(a), a completed Payment Notice and Disbursement Request to Escrow Agent with blanks appropriately filled in, and (II) Escrow Agent shall not have received any notice from Trustee that as a result of an Event of Default the indebtedness represented by the Securities has been accelerated and has become due and payable in accordance with the terms of the Indenture (in which event Escrow Agent shall apply all Available Funds as required by Section 6(b)(iii)).

(c) Company Payments. If the Company makes any interest payment or portion of an interest payment on the Securities from a source of funds other than the Escrow Account ("Company Funds"), the Company may, after payment in full of such interest payment, direct Escrow Agent to release to the Company or at the direction of the Company an amount of funds from the Escrow Account less than or equal to the amount of the Company Funds so expended. Upon receipt of a request from the Company (including the certificate described in the following sentence and with a copy to the Trustee), Escrow Agent will pay over to the Company the requested amount. Concurrently with any release of funds to the Company pursuant to this Section 3(c), the Company will deliver to Escrow Agent a certificate signed by

an authorized signatory of the Company referencing this Section 3(c) and stating that such release is permitted by this Section 3(c) and has been duly authorized by all necessary corporate action, and does not contravene, or constitute a default under, any provision of applicable law or regulation or of the Certificate of Incorporation of the Company or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Company or result in the creation or imposition of any Lien on any assets of the Company.

(d) If at any time the principal of and interest on the Escrow Collateral exceeds 100% of the amount sufficient, in the written opinion of a nationally recognized firm of independent accountants selected by the Company and delivered to Escrow Agent and Trustee, to provide for payment in full of the interest on outstanding Securities on each Interest Payment Date beginning on and including June 1, 2000, and through and including the Interest Payment Date on June 1, 2001 (or, in the event one or more interest payments have been made thereon, an amount sufficient to provide for the payment in full of any and all interest payments on the Securities then remaining, up to and including the sixth scheduled interest payment), the Company may direct Escrow Agent and Trustee to release any such overfunded amount to the Company or to such other party as the Company may direct. Upon receipt of written instructions executed by the Company in the form of an Officers' Certificate, Trustee shall pay, or shall cause the payment, over to the Company or the Company's designee, as the case may be, any such overfunded amount.

4. Escrow Agent.

(a) Limitation of Escrow Agent's Liability; Responsibilities of Escrow Agent. Escrow Agent's responsibility and liability under this Agreement shall be limited as follows: (i) Escrow Agent does not represent, warrant or guaranty to the holders of the Securities from time to time the performance of the Company; (ii) Escrow Agent shall have no responsibility to the Company or the holders of the Securities or Trustee from time to time as a consequence of performance or non-performance by Escrow Agent hereunder, except for any gross negligence or willful misconduct of Escrow Agent; (iii) the Company shall remain solely responsible for all aspects of the Company's business and conduct; and (iv) Escrow Agent is not obligated to supervise, inspect or inform the Company or any third party of any matter referred to above. In no event shall Escrow Agent be liable (A) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from the Company or any entity acting on behalf of the Company, (B) for any consequential, punitive or special damages, (C) for the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians or (D) for an amount in excess of the value of the Escrow Account, valued as of the date of deposit.

No implied covenants or obligations shall be inferred from this Agreement against Escrow Agent, nor shall Escrow Agent be bound by the provisions of any agreement beyond the specific terms hereof. Specifically and without limiting the foregoing, Escrow Agent shall in no event have any liability in connection with its investment, reinvestment or liquidation, in good faith and in accordance with the terms hereof, of any funds or the Pledged Securities, including without limitation any liability for any delay not

resulting from gross negligence or willful misconduct in such investment, reinvestment or liquidation, or for any loss of principal or income incident to any such delay.

Escrow Agent shall be entitled to rely upon any judicial or administrative order or judgment, upon any opinion of counsel or upon any certification, instruction, notice, or other writing delivered to it by the Company or Trustee in compliance with the provisions of this Agreement without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of service thereof. Escrow Agent may act in reliance upon any instrument comporting with the provisions of this Agreement or signature believed by it to be genuine and may assume that any person purporting to give notice or receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

At any time Escrow Agent may request in writing an instruction in writing from the Company (other than any disbursement pursuant to Section 6(b)(iii)), and may at its own option include in such request the course of action it proposes to take and the date on which it proposes to act, regarding any matter arising in connection with its duties and obligations hereunder; provided, however, that Escrow Agent shall state in such request that it
- -------- -------
believes in good faith that such proposed course of action is consistent with another identified provision of this Agreement. Escrow Agent shall not be liable to the Company for acting without the Company's consent in accordance with such a proposal on or after the date specified therein if (i) the specified date is at least five Business Days after the Company receives Escrow Agent's request for instructions and its proposed course of action, and (ii) prior to so acting, Escrow Agent has not received the written instructions requested from the Company.

At the expense of the Company, Escrow Agent may act pursuant to the advice of counsel chosen by it with respect to any matter relating to this Agreement and (subject to clause (ii) of the first paragraph of this Section 4(a)) shall not be liable for any action taken or omitted in good faith in accordance with such advice.

Escrow Agent shall not be called upon to advise any party as to selling or retaining, or taking or refraining from taking any action with respect to any funds securities or other property deposited hereunder.

In the event of any ambiguity in the provisions of this Agreement with respect to any funds, securities or property deposited hereunder, Escrow Agent shall be entitled to refuse to comply with any and all claims, demands or instructions with respect to such funds, securities or property, and Escrow Agent shall not be or become liable for its failure or refusal to comply with conflicting claims, demands or instructions. Escrow Agent shall be entitled to refuse to act until either any conflicting or adverse claims or demands shall have been finally determined by a court of competent jurisdiction or settled by agreement between the conflicting claimants as evidenced in a writing, reasonably satisfactory to Escrow Agent, or Escrow Agent shall have received security or an indemnity satisfactory to Escrow Agent sufficient to save Escrow Agent harmless from and against all loss, liability or expense which Escrow Agent may incur by reason of its acting. Escrow Agent may in addition elect in its sole option to commence an interpleader action or seek other judicial relief or orders as Escrow Agent may deem necessary. The reasonable out-of-pocket costs and expenses (including reasonable attorney's fees and expenses) incurred in connection with such proceedings shall be paid by, and shall be deemed an obligation of the Company.

No provision of this Agreement shall require Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

5. Indemnity.

The Company shall indemnify, hold harmless and defend Trustee and Escrow Agent and their respective directors, officers, agents, employees and controlling persons, from and against any and all claims, actions, obligations, liabilities and expenses, including reasonable defense costs, reasonable investigative fees and costs, reasonable legal fees, and claims for damages, arising from Trustee's or Escrow Agent's performance or non-performance, or in

connection with Escrow Agent's acceptance of appointment as Escrow Agent under this Agreement, except to the extent that such liability, expense or claim is attributable to the gross negligence or willful misconduct of any of the foregoing persons. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Company shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by any of the Persons to be indemnified hereunder. The provisions of this Section 5 shall survive any termination, satisfaction or discharge of this Agreement as well as the resignation or removal of Escrow Agent.

6. Grant of Security Interest; Instructions to Escrow Agent.

(a) The Company hereby irrevocably grants a first priority security interest in and Lien on, and pledges, assigns, transfers and sets over to Trustee for the ratable benefit of the Beneficiaries, all of the Company's right, title and interest in the Escrow Account, and all Financial Assets, property or other assets now or hereafter placed or deposited in or credited to, or delivered to Escrow Agent for placement or deposit in or credit to, the Escrow Account (whether consisting of certificated securities, uncertificated securities, accounts, chattel paper, documents, Financial Assets, Security Entitlements, general intangibles, instruments, deposit accounts, bank accounts, securities accounts or other collateral accounts, money, proceeds or other items comprising such property, whether now owned by the Company or hereafter acquired and whether now existing or hereafter coming into existence, or other investment property), including, without limitation, the Pledged Securities and all funds held therein by (or otherwise maintained in the name of) Escrow Agent pursuant to Section 2, and all proceeds thereof (including, without limitation, all interest, dividends or other earnings, income, collections and distributions from or in respect of, or from or in respect of investments or reinvestments of the Escrow Collateral), whether now existing or hereafter arising or acquired, as well as all rights of the Company under this Agreement (collectively, the "Escrow Collateral"), in order to secure all obligations and indebtedness of the Company under the Indenture, the

Securities and any other obligation, now or hereafter arising, of every kind and nature, owed by the Company under the Indenture or the Securities to the Holders of the Securities or to Trustee or any predecessor Trustee (the "Secured Obligations"). Escrow Agent hereby acknowledges Trustee's security interest and Lien as set forth above. The Company shall take all actions necessary on its part to insure the continuance of a first priority security interest in the Escrow Collateral in favor of Trustee in order to secure all the Secured Obligations.

(b) The Company and Trustee hereby irrevocably instruct Escrow Agent to, and Escrow Agent shall:

(i) (A) maintain the Escrow Account for the sole dominion and control of the Trustee in the name of and on behalf of the Beneficiaries over the Pledged Securities and funds in the Escrow Account for the benefit of Trustee to the extent specifically required herein, (B) maintain, or cause its agent within the State of California to maintain, possession of all Government Securities pledged hereunder that are physically possessed by Escrow Agent in order for Trustee to enjoy a continuous perfected first priority security interest therein under the law of the State of California, (C) maintain the Escrow Collateral free and clear of all Liens, security interests, safekeeping or other charges, demands and claims against Escrow Agent of any nature now or hereafter existing in favor of anyone other than Trustee, (D) be and remain a Securities Intermediary and act as such with respect to the Escrow Account, the Escrow Collateral and the Trustee, which is the Entitlement Holder and has (and which the Escrow Agent shall treat as the Person with) sole dominion and control (including, without limitation, Security Control) over the Escrow Account and the Escrow Collateral, (E) maintain and continue to maintain, on behalf of its customers, (I) at least one customer Securities Account with (or at least one Securities Intermediary that maintains, on behalf of its customers, customer Securities Accounts with) the Depository Trust Company and (II) a Securities Account with at least one Person that is and will be eligible to have, and in fact has and will continue to have, a Fed Member Securities Account for its customers, (F) as Securities Intermediary, credit to the Escrow Account any and all assets and properties required to be transferred, placed, delivered or created therein or thereto, and (G) maintain the Escrow Account and the Escrow Collateral in the State of California;

(ii) promptly notify Trustee and the Company if Escrow Agent receives written notice that any Person other than Escrow Agent has a Lien or upon any portion of the Escrow Collateral; and

(iii) in addition to disbursing amounts held in escrow

pursuant to any Payment Notice and Disbursement Request given to it pursuant to Section 3, upon receipt of written notice from Trustee of the acceleration of the maturity of the Securities in accordance with the Indenture, and direction from Trustee to disburse all Available Funds to Trustee, as promptly as practicable, disburse all funds held in the Escrow Account to Trustee and transfer title to all Government Securities held by Escrow Agent hereunder to Trustee and notify the Company of such disbursement. In addition, upon an Event of Default and for so long as such Event of Default continues, Trustee may, and Escrow Agent shall on behalf of Trustee when instructed by Trustee, exercise in respect of the Escrow Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the Revised UCC or other applicable law, and Trustee may, and Escrow Agent shall

on behalf of Trustee when instructed by Trustee, also upon obtaining possession of the Escrow Collateral as set forth herein, without notice to the Company except as specified below, sell the Escrow Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of Trustee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Trustee may deem commercially reasonable. The Company acknowledges and agrees that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale. The Company agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Company of the time and place of any public sale or the time after which any private sale is to be made shall constitute commercially reasonable notification. Trustee shall not be obligated to make any sale regardless of notice of sale having been given. Trustee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. At any time during which this Agreement shall not have been terminated in accordance with its terms, any Beneficiary or any of their respective affiliates may be the purchaser of any or all of the Escrow Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Escrow Collateral sold at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of any Escrow Collateral payable by such Person at such sale. Each purchaser at any such sale shall acquire the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Escrow Agent shall not be obligated to make any sale of Escrow Collateral regardless of notice of sale having been given. Escrow Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Company hereby waives, to the fullest extent permitted by law, any claims against Escrow Agent arising by reason of the fact that the price at which any Escrow Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Escrow Agent accepts the first offer received and does not offer such Escrow Collateral to more than one offeree.

The Lien provided for by this Section 6 shall automatically terminate and cease as to, and shall not extend or apply to, and Trustee and Escrow Agent shall have no security interest in, any funds disbursed by Escrow Agent whether for payment of interest or to the Company pursuant to this Agreement to the extent not inconsistent with the terms hereof. Notwithstanding any other provision contained in this Agreement, Escrow Agent shall act solely as Trustee's agent in connection with its duties under this Section 6 or any other duties herein relating to the Escrow Account or the Pledged Securities or any funds held thereunder. Escrow Agent shall not have any right to receive compensation from Trustee and shall have no authority to obligate Trustee or to compromise or pledge its security interest hereunder. Accordingly, Escrow Agent is hereby directed to cooperate with Trustee in the exercise of its rights in the Escrow Collateral provided for herein.

(c) Any money collected by Trustee pursuant to Section 6(b)(iii) shall be applied as provided in Article 11 of the Indenture. Any surplus of such cash or cash proceeds held by Trustee and remaining after payment in full of all the obligations under the Indenture

(the "Escrow Funds") shall be paid over to the Company upon the Company request
or as a court of competent jurisdiction may direct.

(d) The Company hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with Escrow Agent's taking possession or Escrow Agent's disposition of any of the Escrow Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which the Company would

otherwise have under law, and the Company hereby further waives, to the full extent permitted by applicable law: (i) all damages occasioned by such taking of possession; (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of Escrow Agent's rights hereunder; and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. To the fullest extent permitted by law, any sale of, or the grant of options to purchase, or any other realization upon, any Escrow Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Company therein and thereto, and shall be a perpetual bar both at law and in equity against the Company and against any and all Persons claiming or attempting to claim the Escrow Collateral so sold, optioned or realized upon, or any part thereof, from, through or under the Company.

(e) Notwithstanding any other provision of this Agreement to the contrary, if, after giving effect to any sale, transfer or other disposition of any or all of the Escrow Collateral pursuant hereto and after the application of the proceeds hereunder, any Secured Obligations remain unpaid or unsatisfied, the Company shall remain liable for the unpaid and unsatisfied amount of such Secured Obligations for which the Company is otherwise liable pursuant to the Indenture or otherwise.

(f) The Company will execute and deliver or cause to be executed and delivered, or use its best efforts to procure, all stock powers, proxies, assignments, instruments and other documents, deliver any instruments to Trustee and take any other actions that are necessary or desirable to perfect, continue the perfection of, or protect the first priority of Trustee's Lien in and to the Escrow Collateral, to protect the Escrow Collateral against the rights, claims, or interests of third Persons or to effect the purposes of this Agreement. The Company also hereby authorizes Trustee to file any financing or continuation statements with respect to the Escrow Collateral without the signature of the Company (to the extent permitted by applicable law). The Company will pay all reasonable costs incurred in connection with any of the foregoing. It is understood that Trustee has no duty to determine whether to file or record any document or instrument relating to Escrow Collateral.

(g) The Company hereby appoints Trustee as its attorney-in-fact with full power of substitution to do any act which the Company is obligated hereto to do, and Trustee may, but shall not be obligated to, exercise such rights as the Company might exercise with respect to the Escrow Collateral and take any action in the Company's name to protect Trustee's security interest hereunder.

7. Termination. This Agreement and the security interest in the Escrow Collateral evidenced by this Agreement and the Power of Attorney described in Section 10 shall terminate automatically and be of no further force or effect upon the payment in full in cash of

all interest (including any Additional Amounts) due through the Interest Payment Date occurring on June 1, 2001 and the Escrow Collateral shall promptly be paid over and transferred to the Company; provided, however, that the obligations of the Company under Section 2(c) and Section 5 (and any existing claims thereunder) shall survive termination of this Agreement and the resignation of Escrow Agent. At such time, Escrow Agent shall, pursuant to a certificate of an officer of the Company, reassign and redeliver to the Company all of the Escrow Collateral hereunder that has not been sold, disposed of, retained or applied by Escrow Agent in accordance with the terms of this Agreement and the Indenture. Such reassignment and delivery shall be without warranty by or recourse to Escrow Agent in its capacity as such, except as to the absence of any liens on the Escrow Collateral created by or arising through Escrow Agent, and shall be at the sole expense of the Company.

8. Representations and Warranties.

The Company hereby represents and warrants to the Escrow Agent and the Trustee that:

(a) The execution, delivery and performance by the Company of this Agreement are within the Company's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the Certificates of Incorporation of the Company or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Company or result in the creation or imposition of any Lien on any assets of the Company, except for the security interests granted under this Agreement.

(b) The Company is the beneficial owner of the Escrow Collateral, free and clear of any Lien or claims of any Person (except for the Lien granted under this Agreement). No financing statement covering the Escrow Collateral is on file in any public office other than the financing statements, if any, filed pursuant to this Agreement.

(c) This Agreement has been duly executed and delivered by the Company and assuming the due authorization and valid execution and delivery of this Agreement by Trustee and Escrow Agent and enforceability of this Agreement against Escrow Agent and Trustee in accordance with its terms, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, (ii) general principles of equity and commercial reasonableness, (iii) with respect to the exculpation provisions and rights to indemnification hereunder, U.S. federal and state securities laws and public policy considerations and (iv) the waiver of rights and defenses contained in Sections 15(j) and 15(o).

(d) Upon the delivery to Escrow Agent of the certificates or instruments, if any, representing the Escrow Collateral and the filing of financing statements, if any, required by the Revised UCC, and the transfer and pledge to Escrow Agent of the Escrow Collateral, the acquisition by Escrow Agent of a Security Entitlement thereto in accordance with Section 6 and continuous possession of the Escrow Collateral by the Escrow Agent, the pledge of

the Escrow Collateral pursuant to this Agreement creates a valid and perfected first priority Lien in and to the Escrow Collateral, securing the payment of the Secured Obligations for the benefit of the Beneficiaries, enforceable as such against all creditors of the Company and any Persons purporting to purchase any of the Escrow Collateral from the Company other than as permitted by the Indenture.

(e) No consent of any other Person and no consent, authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the pledge by the Company of the Escrow Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Company (except for any filings necessary to perfect Liens on the Escrow Collateral) or (ii) for the exercise by Trustee of the rights provided for in this Agreement or the remedies in respect of the Escrow Collateral pursuant to this Agreement, except, in each case, as may be required in connection with such disposition by laws affecting the offering and sale of securities.

(f) No litigation, investigation or proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of the Company, threatened by or against the Company with respect to this Agreement or any of the transactions contemplated hereby.

(g) The pledge of the Escrow Collateral pursuant to this Agreement is not prohibited by any applicable law or governmental regulation, release, interpretation or opinion of the Board of Governors of the Federal Reserve System or other regulatory agency (including, without limitation, Regulations T, U and X of the Board of Governors of the Federal Reserve System).

(h) The scheduled payments of principal and interest on the Pledged Securities will be sufficient to provide for the payment in full of the interest due on the Securities on the first three scheduled Interest Payment Dates commencing June 1, 2000 and ending June 1, 2001.

9. Covenants.

The Company covenants and agrees with the Beneficiaries from and after the date of this Agreement until the earlier of payment in full in cash of (A) all interest due through the Interest Payment Date occurring on June 1, 2001 or (B) all obligations due and owing under the Indenture and the Securities in the event such obligations become due and payable prior to the payment of the first three scheduled interest payments on the Securities:

(a) The Company agrees that it will not (i) sell or otherwise dispose of, or grant any option or warrant with respect to, any of the Escrow Collateral or (ii) create or permit to exist any Lien upon or with respect to any of the Escrow Collateral (except for the Lien created pursuant to this Agreement) and at all times will be the sole beneficial owner of the Escrow Collateral.

(b) The Company agrees that it will not (i) enter into any agreement or understanding that purports to or may restrict or inhibit Trustee's rights or remedies hereunder, including, without limitation, Trustee's right to sell or otherwise dispose of the Escrow Collateral

or (ii) fail to pay or discharge any tax, assessment or levy of any nature not later than five days prior to the date of any proposed sale under any judgment, writ or warrant of attachment with regard to the Escrow Collateral.

10. Power of Attorney.

In addition to all of the powers granted to Trustee pursuant to Article 7 of the Indenture, the Company hereby appoints and constitutes Trustee as the Company's attorney-in-fact to exercise to the fullest extent permitted by law all of the following powers upon and at any time after the occurrence and during the continuance of an Event of Default: (i) collection of proceeds of any Escrow Collateral; (ii) conveyance of any item of Escrow Collateral to any purchaser thereof; (iii) giving of any notices or recording of any Liens under Section 6; (iv) making of any payments or taking any acts under Section 11; and (v) paying or discharging taxes or Liens levied or placed upon the Escrow Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Trustee in its sole discretion, and such payments made by Trustee to become the obligations of the Company to Trustee, due and payable immediately upon demand. Trustee's authority hereunder shall include, without limitation, the authority to endorse and negotiate any checks or instruments representing proceeds of Escrow Collateral in the name of the Company, execute and give receipt for any certificate of ownership or any document constituting Escrow Collateral, transfer title to any item of Escrow Collateral, sign the Company's name on all financing statements (to the extent permitted by applicable law) or any other documents deemed necessary or appropriate by Trustee to preserve, protect or perfect this security interest in the Escrow Collateral and to file the same, prepare, file and sign the Company's name on any notice of Lien, to take any other actions arising from or incident to the powers granted to Trustee in this Agreement; provided that this Section 10 does not create any obligation on the part of the Trustee to perform any of the acts authorized hereby. This power of attorney is coupled with an interest and is irrevocable by the Company.

11. Trustee May Perform.

If the Company fails to perform any agreement required to be performed by it herein, Trustee may itself perform, but shall not be obligated to perform, or cause performance of, such agreement, and the reasonable expenses of Trustee incurred in connection therewith shall be payable by the Company under Section 13 hereof.

12. No Assumption of Duties; Reasonable Care.

The rights and powers granted to Trustee hereunder are being granted in order to preserve and protect Trustee's and the Holders' of Securities Lien in and to the Escrow Collateral granted hereby and shall not be interpreted to, and shall not, impose any duties on Trustee in connection therewith other than those imposed under applicable law. Except as provided by applicable law or by the Indenture, Trustee shall be deemed to have exercised reasonable care in the custody and preservation of the Escrow Collateral in its possession if the Escrow Collateral is accorded treatment substantially equal to that which Trustee accords similar property in similar situations, it being understood that Trustee shall not have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities,

tenders or other matters relative to any Escrow Collateral, whether or not Trustee has or is deemed to have knowledge of such matters or (ii) taking any necessary steps to preserve rights against any parties with respect to any Escrow Collateral; provided, however, that nothing contained in this Agreement shall relieve Trustee of any responsibilities as a Securities Intermediary under applicable law.

13. Expenses.

The Company will upon demand pay to Trustee the amount of all reasonable out-of-pocket expenses, including, without limitation, the reasonable fees, expenses and disbursements of its counsel, experts and agents retained by Trustee that Trustee may actually incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Escrow Collateral, (iii) the exercise or enforcement of any of the rights of the Beneficiaries hereunder, or (iv) the failure by the Company to perform or observe any of the provisions hereof.

14. Security Interest Absolute.

All rights of the Beneficiaries and security interests hereunder, and all obligations of the Company hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Indenture or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Indenture;

(c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar event of the Company or any of its Subsidiaries;

(d) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or the Indenture except as specifically set forth in a waiver granted pursuant to the provisions of Section 15(a) hereof;

(e) any exchange, surrender, release or non-perfection of any Liens on any other Escrow Collateral for all or any of the Secured Obligations; or

(f) to the extent permitted by applicable law, any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Company in respect of the Secured Obligations or of this Agreement.

15. Miscellaneous.

(a) Waiver. Any party hereto may specifically waive any breach of this Agreement by any other party, but no such waiver shall be deemed to have been given unless

such waiver is in writing, signed by the waiving party and specifically designating the breach waived, nor shall any such waiver constitute a continuing waiver of similar or other breaches.

(b) Invalidity. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid in a particular case or in all cases, such circumstances shall not have the effect of rendering any of the other provisions of this Agreement inoperative, unenforceable or invalid, and the inoperative, unenforceable or invalid provision shall be construed as if it were written so as to effectuate, to the maximum extent possible, the parties' intent.

(c) Assignment. This Agreement is personal to the parties hereto, and the rights and duties of any party hereunder shall not be assignable except with the prior written consent of the other parties. Notwithstanding the foregoing, this Agreement shall inure to and be binding upon the parties and their successors and permitted assigns.

(d) Benefit. The parties hereto and their successors and permitted assigns, but no others, shall be bound hereby and entitled to the benefits hereof; provided, however, that the Beneficiaries (including holders of the Securities) and their assigns shall be entitled to the benefits hereof and to enforce this Agreement.

(e) Time. Time is of the essence with respect to each provision of this Agreement.

(f) Entire Agreement; Amendments. This Agreement and the Indenture contain the entire agreement among the parties with respect to the subject matter hereof and supersede any and all prior agreements, understandings and commitments, whether oral or written. Any amendment or waiver of any provision of this Agreement and any consent to any departure by the Company from any provision of this Agreement shall be effective only if made or duly given in compliance with all of the terms and provisions of the Indenture, and none of the Company, Escrow Agent, Trustee or any Holder of Securities shall be deemed, by any act, delay, indulgence, omission or otherwise, to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. Failure of the Company, Escrow Agent, Trustee or any Holder of Securities to exercise, or delay in exercising, any right, power or privilege hereunder shall not operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A

waiver by the Company, Escrow Agent, Trustee or any Holder of Securities of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Company, Escrow Agent, Trustee or such Holder of Securities would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

(g) Notices. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given and received when actually received, including: (a) on the day of hand

delivery; (b) three Business Days following the day sent, when sent by United States certified mail, postage and certification fee prepaid, return receipt requested, addressed as set forth below; (c) when transmitted by telecopy with verbal confirmation of receipt by the telecopy operator to the telecopy number set forth below; or (d) one Business Day following the day timely delivered to a next-day air courier addressed as set forth below:

To Escrow Agent:
State Street Bank and Trust Company
of California, N.A.
633 West 5th Street, 12th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Administration (Equinix, Inc. 1999 Escrow)

Telecopy: (213) 362-7357
Telephone: (213) 362-7369
To Trustee:
State Street Bank and Trust Company
of California, N.A.
633 West 5th Street, 12th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Administration (Equinix, Inc. 1999 Escrow)

Telecopy: (213) 362-7357
Telephone: (213) 362-7369
To the Company:
Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Attention: Chief Executive Officer

Telecopy: (650) 298-0427
Telephone: (650) 298-0400
With a copy to:
Gunderson Dettmer Stough Villeneuve
Franklin & Hachigian, LLP
155 Constitution Drive
Menlo Park, CA 94025
Attention: Scott C. Dettmer

Telecopy: (650) 321-2800
Telephone: (650) 321-2400

or at such other address as the specified entity most recently may have designated in writing in accordance with this Section.

Notwithstanding the foregoing, any notice addressed to the Escrow Agent or the Trustee shall be effective only when an officer in its corporate trust administration department

has received it. If any notice or other document is required to be delivered to Escrow Agent or the Trustee and any other person, the Escrow Agent or Trustee may assume that such notice or other document was received on the date on which it was received by the Escrow Agent or the Trustee, but the Escrow Agent or the Trustee need not inquire into or verify such receipt.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(i) Captions. Captions in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation of this Agreement.

(j) GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL;

WAIVER OF DAMAGES.
- -----------------

(i) THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE CREATION, PERFECTION, EFFECTS OF PERFECTION AND PRIORITY OF THE LIENS AND SECURITY INTERESTS GRANTED HEREIN) SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THE COMPANY, ESCROW AGENT, TRUSTEE AND THE HOLDERS OF SECURITIES IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING (TO THE GREATEST EXTENT PERMITTED BY LAW) ANY RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA. THE "SECURITIES INTERMEDIARY'S JURISDICTION" OF THE ESCROW AGENT IS AND WILL CONTINUE TO BE THE STATE OF CALIFORNIA.

(ii) THE COMPANY AGREES THAT TRUSTEE SHALL, IN ITS CAPACITY AS TRUSTEE OR IN THE NAME AND ON BEHALF OF ANY HOLDER OF SECURITIES, HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE COMPANY OR ITS PROPERTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH (AND HAVING PERSONAL OR IN REM JURISIDICTION OVER THE COMPANY OR ITS PROPERTY, AS THE CASE MAY BE) TO ENABLE TRUSTEE TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF TRUSTEE. THE COMPANY AGREES THAT IT WILL NOT ASSERT ANY COUNTERCLAIMS, SETOFFS OR CROSSCLAIMS IN ANY PROCEEDING BROUGHT BY TRUSTEE TO REALIZE ON SUCH PROPERTY OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF TRUSTEE, EXCEPT FOR SUCH COUNTERCLAIMS, SETOFFS OR CROSSCLAIMS WHICH, IF NOT ASSERTED IN ANY SUCH PROCEEDING, COULD NOT OTHERWISE BE BROUGHT OR ASSERTED. THE COMPANY WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH TRUSTEE HAS COMMENCED A PROCEEDING DESCRIBED IN

THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(iii) THE COMPANY, ESCROW AGENT AND TRUSTEE EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(iv) THE COMPANY AGREES THAT NONE OF ESCROW AGENT, TRUSTEE OR ANY HOLDER OF SECURITIES SHALL HAVE ANY LIABILITY TO THE COMPANY (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) FOR LOSSES SUFFERED BY THE COMPANY IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE TRANSACTIONS CONTEMPLATED AND THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A FINAL AND NONAPPEALABLE JUDGMENT OF A COURT THAT IS BINDING ON ESCROW AGENT, TRUSTEE OR SUCH HOLDER OF SECURITIES, AS THE CASE MAY BE, THAT SUCH LOSSES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF ESCROW AGENT, TRUSTEE OR SUCH HOLDER OF SECURITIES, AS THE CASE MAY BE, CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(v) TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE COMPANY WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE TRUSTEE OR ANY HOLDER OF SECURITIES OF ITS RIGHTS DURING THE CONTINUANCE OF AN EVENT OF DEFAULT TO REPOSSESS THE ESCROW COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE ESCROW COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ESCROW AGENT, TRUSTEE OR ANY HOLDER OF SECURITIES IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE ESCROW COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF ESCROW AGENT, TRUSTEE OR ANY HOLDER OF SECURITIES, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER OR PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN THE COMPANY ON THE ONE HAND AND ESCROW AGENT, TRUSTEE AND/OR THE HOLDERS OF SECURITIES ON THE OTHER HAND.

(k) No Adverse Interpretation of Other Agreements. This Agreement
---
may not be used to interpret another pledge, security or debt agreement of the Company or any

Subsidiary thereof. No such pledge, security or debt agreement may be used to interpret this Agreement.

(l) Benefits of Agreement. Nothing in this Agreement, express or
---
implied, shall give to any Person, other than the parties hereto and their

successors hereunder, and the Holders of Securities (in accordance with the terms of the Indenture), any benefit or any legal or equitable right, remedy or claim under this Agreement.

(m) Interpretation of Agreement. All terms not defined herein or in the Indenture shall have the meaning set forth in the Revised UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Indenture, the Indenture shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(n) Survival of Provisions. All representations, warranties and covenants of the Company contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the termination of this Agreement.

(o) Waivers. The Company waives presentment and demand for payment of any of the Secured Obligations, protest and notice of dishonor or default with respect to any of the Secured Obligations, and all other notices to which the Company might otherwise be entitled, except as otherwise expressly provided herein or in the Indenture.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Escrow Agreement as of the day first above written.

STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A., as
Escrow Agent and Securities Intermediary

By: /s/ Scott C. Emmons

Name: Scott C. Emmons
Title: Vice President

STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A., as
Trustee

By: /s/ Scott C. Emmons

Name: Scott C. Emmons
Title: Vice President

EQUINIX, INC.

By: /s/ Jay S. Adelson

Name: Jay S. Adelson
Title: Secretary

EXHIBIT A

Form of Payment Notice and Disbursement Request

[Letterhead of Equinix, Inc.]

[Date]

STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A., as Escrow Agent
633 West 5th Street, 12th Floor
Los Angeles, CA 90071

Attention: Corporate Trust Administration (Equinix, Inc. 1999 Escrow)

Re: Disbursement Request No. ____
[indicate whether revised]

Ladies and Gentlemen:

We refer to the Escrow Agreement, dated as of December 1, 1999 (the "Escrow Agreement") among you (the "Escrow Agent"), State Street Bank and Trust Company of California, N.A., as Trustee, and Equinix, Inc., a Delaware corporation (the "Company"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Payment Notice and Disbursement Request under the Escrow Agreement.

[choose one of the following, as applicable]

[The undersigned hereby notifies you that a scheduled interest payment in the amount of $_____ is due and payable on _____, ____ and requests a disbursement of funds contained in the Escrow Account in such amount to Trustee.]

[The undersigned hereby notifies you and certifies to you that the release of $_____ funds in the Escrow Account to the Company (to an account designated by the Company in writing), is currently permitted to be released in accordance with Section 3(c) of the Escrow Agreement and such amount shall be so remitted to the Company.]

[The undersigned hereby notifies you that the Escrow Agreement has been terminated in accordance with Section 7 thereof and requests that you release the Escrow Account to the Company.]

[The undersigned hereby notifies you that there has been an acceleration of the maturity of the Securities under the Indenture. Accordingly, you are hereby requested to

disburse all remaining funds contained in the Escrow Account to Trustee such that the balance in the Escrow Account is reduced to zero.]

In connection with the requested disbursement, the undersigned hereby notifies you that:

(i) [The Securities have not, as a result of an Event of Default (as defined in the Indenture), been accelerated and become due and payable.]

(ii) All prior disbursements from the Escrow Account have been Applied.

(iii) [add wire instructions]

Escrow Agent is entitled to rely on the foregoing in disbursing funds relating to this Payment Notice and Disbursement Request.

EQUINIX, INC.
By: _____
Name:_____
Title:_____

Schedule A

Transaction Summary:

Trade Date: 11/30/99
Settlement Date: 12/1/99

State Street Bank (Escrow Agent) purchased the Treasury Strips noted below on behalf of The Company as specified in the Escrow Agreement between the Escrow Agent and The Company

	Face Amount	Coupon Payment Date	Collateral Maturity	Cost	CUSIP
1	$13,000,000	1-Jun-00	15-May-00	$12,699,440.00	912833FL9
2	$13,000,000	1-Dec-00	15-Nov-00	$12,342,850.00	912833FM7
3	$13,000,000	1-Jun-01	15-May-01	$11,969,230.00	912833FN5
	$39,000,000			$37,011,520.00	

EXHIBIT 4.8

==========

Equinix, Inc.

200,000 Units Consisting of
$200,000,000 of
13% Senior Notes due 2007
and
Warrants to Purchase 2,251,000
Shares of Common Stock

PURCHASE AGREEMENT

Dated as of November 24, 1999

==========

Equinix, Inc.

200,000 Units Consisting of
$200,000,000 of
13% Senior Notes due 2007
and
Warrants to Purchase 2,251,000
Shares of Common Stock

PURCHASE AGREEMENT

November 24, 1999

Salomon Smith Barney Inc.
Morgan Stanley & Co. Incorporated
Goldman, Sachs & Co.
c/o Salomon Smith Barney Inc.
as Representative of the Initial Purchasers
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

Equinix, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), proposes to issue and sell to the several parties named on Schedule I hereto (the "Initial Purchasers"), for whom Salomon Smith Barney Inc. (the "Representative") is acting as representative, 200,000,000 units (the "Units"), consisting of $200,000,000 aggregate principal amount of the Company's 13% Senior Notes due 2007 (the "Notes") and an aggregate of 200,000 Warrants (each, a "Warrant") each entitling the holder to purchase 11.255 shares of the Company's Common Stock (the "Common Shares"). Each Unit will consist of $1,000 principal amount of Notes and one Warrant. The Units, Notes and Warrants are hereinafter referred to collectively as the "Securities."

The Notes are to be issued under an indenture (the "Indenture") dated as of December 1, 1999 between the Company and State Street Bank and Trust Company, as trustee (the "Trustee"). The Warrants are to be issued under a warrant agreement (the "Warrant Agreement") dated as of December 1, 1999 between the Company and State Street Bank and Trust Company, as warrant agent (the "Warrant Agent"). State Street Bank and Trust Company will serve as the unit agent (the "Unit Agent") for the Units.

On the Closing Date (as defined herein) and simultaneously with delivery and payment pursuant to Section 3 hereof, the Company will place approximately $36,837,000 (representing that portion of the proceeds from the sale of the Securities by the Company to the Initial Purchasers that will be sufficient to pay when due the first 3 interest payments on the Notes) (the "Escrow Amount") into a collateral account and will pledge such account to the Trustee, for the benefit of the holders of the Notes and the Trustee (in its capacity as such under the Indenture) pursuant to the Escrow Agreement, dated as of December 1, 1999 (the "Escrow Agreement") among the Company, State Street Bank and Trust Company, as escrow agent (the

"Escrow Agent"), and the Trustee, pending release in accordance with the terms of the Escrow Agreement.

The Initial Purchasers and the direct and indirect transferees of the Notes will be entitled to the benefits of a Registration Rights Agreement (the "Registration Rights Agreement") dated as of December 1, 1999, between the Company and the Initial Purchasers, pursuant to which the Company will agree to

register the Notes under the Act subject to the terms and conditions therein specified. The Initial Purchasers and the direct and indirect transferees of the Warrants will be entitled to the benefits of a Common Stock Registration Rights Agreement (the "Common Stock Registration Rights Agreement"), dated as of December 1, 1999, by and among the Company, the Investors (as defined therein) and the Initial Purchasers, pursuant to which holders of the Warrants will have (i) certain rights to Demand Registrations (as defined therein) or Piggy-Back Registrations (as defined therein), (ii) a Tag-Along Right (as defined therein) and (iii) a requirement to sell Warrants or other Registrable Securities (as defined therein), in each case, in accordance with the provisions of the Common Stock Registration Rights Agreement.

The sale of the Securities to the Initial Purchasers will be made without registration of the Securities under the Act in reliance upon exemptions from the registration requirements of the Act. In connection with the sale of the Securities, the Company has prepared a preliminary offering memorandum, dated November 19, 1999 (including any and all exhibits thereto and any information incorporated by reference therein, the "Preliminary Memorandum"), and a final offering memorandum, dated November 24, 1999 (including any and all exhibits thereto and any information incorporated by reference therein, the "Final Memorandum"). Each of the Preliminary Memorandum and the Final Memorandum sets forth certain information concerning the Company and the Securities. The Company hereby confirms that it has authorized the use of the Preliminary Memorandum and the Final Memorandum, and any amendment or supplement thereto, in connection with the offer and sale of the Securities by the Initial Purchasers.

The Company understands that the Initial Purchasers propose to make an offering of the Securities only on the terms and in the manner set forth in the Final Memorandum and herein as soon as the Initial Purchasers deem advisable after this Agreement has been executed and delivered, to persons in the United States whom the Initial Purchasers reasonably believe to be qualified institutional buyers ("QIBs") as defined in Rule 144A under the Act, as such rule may be amended from time to time ("Rule 144A"), in transactions under Rule 144A, and outside the United States to certain persons in reliance on Regulation S under the Act.

The Indenture, the Warrant Agreement, the Securities, the Exchange Securities (as defined in the Registration Rights Agreement), the Registration Rights Agreement, the Common Stock Registration Rights Agreement and the Escrow Agreement are referred to collectively as the "Securities Documents" and this Agreement and the Securities Documents are collectively referred to as the "Operative Documents." The term "you" as used herein shall mean the Representative and the term "Initial Purchasers" as used herein shall mean the Initial Purchasers listed on Schedule I. Certain terms used herein are defined in Section 17 hereof and certain other terms used herein and not otherwise defined have the meanings ascribed to such terms in the Final Memorandum.

1. Representations and Warranties. The Company represents and warrants to and agrees with each Initial Purchaser that:

(a) The Preliminary Memorandum, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Final Memorandum (as supplemented or amended) does not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation or warranty as to the information contained in or omitted from the Preliminary Memorandum or the Final Memorandum, or any amendment or supplement thereto, in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Initial Purchasers specifically for inclusion therein.

(b) Neither the Company nor any of its affiliates (as defined in Rule 501(b) of Regulation D under the Act, an "Affiliate") has, directly or indirectly, made offers or sales of any security, or solicited offers to buy any security, which is or will be integrated with the sale of the Securities in a manner that would require the registration of the Securities under the Act.

(c) The Securities satisfy the eligibility requirements of Rule 144A(d)(3) under the Act.

(d) Neither the Company nor any of its Affiliates or any person (other than the Initial Purchasers, as to which the Company makes no representation) acting on the Company's behalf has engaged, in connection with the offering of the Securities, (A) in any form of general solicitation or general advertising within the meaning of Regulation D under the Act, (B) in any directed selling efforts within the meaning of Rule 902 under the Act in the United States in connection with the Securities being offered and sold pursuant

to Regulation S under the Act, (C) in any manner involving a public offering within the meaning of Section 4(2) of the Act or (D) in any action which would require the registration of the offering and sale of the Securities pursuant to this Agreement or which would violate applicable state "blue sky" laws.

(e) Assuming that the representations and warranties of the Initial Purchasers contained in Section 4 are true, correct and complete, and assuming compliance by the Initial Purchasers with their covenants in Section 4, and assuming that the representations and warranties deemed to be made by non-U.S. persons and QIBs purchasing Securities are true and correct as of the Closing Date, it is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers in the manner contemplated by, or in connection with the initial resale of such Securities by the Initial Purchasers in accordance with, this Agreement to register the Securities under the Act or to qualify the Indenture under the Trust Indenture Act.

(f) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds therefrom as described in the Final

Memorandum will not be, an "investment company" or a company "controlled" by an "investment company" as such terms are defined in the Investment Company Act.

(g) The Company has not paid or agreed to pay to any person any compensation for soliciting another to purchase any of the Securities (except as contemplated by this Agreement).

(h) The Company has not taken, directly or indirectly, any action designed to cause or to result in, or that has constituted or that might reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(i) The information provided by the Company pursuant to Section 5(g) hereof will not, at the date thereof, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) The only subsidiaries (direct and indirect) of the Company on the Closing Date will be those listed on Schedule II hereto (each of such
---
subsidiaries are referred to herein as the "Subsidiaries"). Each of the Company and the Subsidiaries has been duly incorporated, is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, with full requisite corporate or other power and authority to own, lease and operate its properties and conduct its business as described in the Final Memorandum, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification, except where the failure to be so qualified could not reasonably be expected to have a material adverse effect on (i) the business, condition (financial or otherwise), assets, earnings, results of operations, business affairs or business prospects of the Company or (ii) the ability of the Company to duly and punctually perform any of its obligations under the Operative Documents or to consummate the transactions contemplated hereby and thereby (a "Material Adverse Effect"); and, to the knowledge of the Company, no revocation or limitation or variation of any such authorization or approval, is threatened.

(k) All the outstanding shares of capital stock of the Company and the Subsidiaries have been duly and validly authorized and issued and are fully paid and nonassessable, and were not issued in violation of preemptive or similar rights, and all outstanding shares of capital stock of the Subsidiaries are owned by the Company free and clear of any security interests, claims, liens, encumbrances or restrictions on transferability (other than those imposed by the Act, state securities or "Blue Sky" laws and other similar laws of the relevant jurisdiction of incorporation or organization) or voting. Except as pursuant to the Common Stock Registration Rights Agreement and except as otherwise set forth in the Final Memorandum, no options, warrants or other rights to purchase, agreements or other obligations to issue, or other rights to convert any obligation into, or exchange any securities for, shares of capital stock or equity interests of the Company or any Subsidiary are outstanding and no holder of securities of the Company or any Subsidiary is entitled to have such securities registered under the Act.

(l) As of the Closing Date, the Company will have the authorized, issued and outstanding capitalization set forth in the Final Memorandum under the heading "Capitalization."

(m) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Units. The Units have been duly and validly authorized by the Company and, when executed and delivered

by the Company (assuming the due countersignature, execution and delivery by the Unit Agent), will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except that the enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws (and judicially developed doctrines in the area such as substantive consolidation or equitable subordination) now or hereafter in effect relating to or affecting creditors' rights generally, or (ii) general principles of equity and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding at law or in equity) (collectively, the "Enforceability Limitations").

(n) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Notes and the Exchange Securities. The Notes and the Exchange Securities have been duly and validly authorized by the Company for issuance. The Notes, when executed, authenticated and issued in accordance with the provisions of the Indenture, and delivered to and paid for by the Initial Purchasers in accordance with the terms hereof, will have been duly executed, issued and delivered and (assuming the due authentication by the Trustee) will constitute valid and legally binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, and the Exchange Securities, when executed, authenticated, issued and delivered in the manner contemplated by the Registration Rights Agreement and the Indenture, will have been duly executed, issued and delivered and (assuming the due authentication by the Trustee) will constitute valid and legally binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except, in each case, that the enforcement thereof may be limited by the Enforceability Limitations. The Notes are in the form contemplated by the Indenture.

(o) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Indenture. The Indenture has been duly and validly authorized by the Company and, when executed and delivered by the Company (assuming the due authorization, execution and delivery by the Trustee), will constitute a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(p) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Warrant Agreement. The Warrant Agreement has been duly and validly authorized by the Company and, when executed and delivered by the Company (assuming the due authorization, execution and delivery by the Trustee), will constitute a valid and legally binding agreement of the Company, enforceable

against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(q) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Warrants. The Warrants have been duly and validly authorized by the Company and, when executed and delivered by the Company (assuming the due countersignature, execution and delivery by the Warrant Agent), will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(r) The Common Shares have been duly reserved for issuance by the Company for issuance upon exercise of the Warrants in sufficient number to cover the exercise of all of the Warrants, and the issuance of the Common Shares upon exercise of the Warrants has been duly authorized, and the Common Shares, when delivered upon exercise of and in accordance with the terms of the Warrant Agreement, will be validly issued, fully paid and non-assessable, and except as set forth in the Final Memorandum no holder of any securities of the Company has any preemptive or other similar rights to subscribe for or to purchase any common stock of the Company arising by operation of the General Corporation Law of the State of Delaware, under the Certificate of Incorporation or bylaws of the Company or pursuant to the terms of any agreement or instrument to which the Company is a party.

(s) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by the Company and (assuming the due authorization, execution and delivery by the Initial Purchasers) constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations and except as rights to indemnification and contribution may be limited under applicable law.

(t) The Company has the requisite corporate or other power and

authority to execute, deliver and perform its obligations under the Common Stock Registration Rights Agreement. The Common Stock Registration Rights Agreement has been duly and validly authorized by the Company and, when executed and delivered by the Company (assuming the due authorization, execution and delivery by the Initial Purchasers and the Investors), will constitute a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations and except as rights to indemnification and contribution may be limited under applicable law.

(u) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Registration Rights Agreement. The Registration Rights Agreement has been duly and validly authorized by the Company and, when executed and delivered by the Company (assuming the due authorization, execution and delivery by the Initial Purchasers), will constitute a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(v) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Escrow Agreement. The Escrow Agreement has been duly and validly authorized by the Company and, when executed and delivered by the Company (assuming the due authorization, execution and delivery by the Escrow Agent and the Trustee), will constitute a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(w) The Securities Documents conform in all material respects to the descriptions thereof in the Final Memorandum.

(x) No consent, waiver, approval, authorization, license, qualification, registration, filing with or order of any court or governmental agency or body (whether domestic or foreign) is required in connection with the issuance and sale of the Securities or the Exchange Securities or the performance by the Company of its obligations under the Operative Documents, or for the consummation of any of the transactions contemplated hereby or thereby, except (i) as has already been acquired or as of the Closing Date will be acquired or (ii) such as may be required (A) in connection with the registration under the Act of the Exchange Securities or the Warrants, pursuant to the Registration Rights Agreement or the Common Stock Registration Rights Agreement, as applicable, (B) in order to qualify the Indenture under the Trust Indenture Act or (C) by state securities or "blue sky" laws in connection with the offer and sale of the Securities or the registration thereof or of the Exchange Securities pursuant to the Registration Rights Agreement or the Common Stock Registration Rights Agreement, as applicable; all consents, waivers, approvals, authorizations, licenses, qualifications, registrations, filings or orders which are required to be obtained by the Closing Date will be obtained by such date and will be in full force and effect on the Closing Date.

(y) The execution, delivery or performance of the Operative Documents by the Company will not contravene (i) the certificate of incorporation or bylaws of the Company or any of the Subsidiaries, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement, note or other agreement, obligation, condition, covenant, license, permit or instrument to which the Company or any of the Subsidiaries is a party or bound or to which their property is subject or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of the Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority (whether foreign or domestic) having jurisdiction over the Company or any of the Subsidiaries or any of their properties.

(z) At the time of deposit with the Escrow Agent of the Escrow Amount, no Lien (as such term is defined in the Indenture) exists upon such Collateral (as such term is defined in the Escrow Agreement) and no right or option to acquire the same exists in favor of any other person or entity, except for the pledge and security interest in favor of the Trustee for the benefit of the holders of the Securities and the Trustee (in its capacity as such under the Indenture) to be created or provided for in the Escrow Agreement, which pledge and security interest shall constitute a first priority perfected pledge and security interest in and to all of the Collateral.

(aa) The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included in the Final Memorandum present fairly in all material respects the financial condition, results of operations and cash flows of the Company and its consolidated subsidiaries as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles in the United States ("GAAP"), applied on a consistent basis throughout the periods involved (except

as otherwise noted therein); the selected financial data set forth under the captions "Selected Consolidated Financial Data" and "Capitalization" in the Final Memorandum fairly present, on the basis stated in the Final Memorandum, the information included therein. KPMG LLP, which has examined such financial statements as set forth in the report included in the Final Memorandum, is an independent public accounting firm with respect to the Company and the Subsidiaries within the meaning of Regulation S-X under the Act.

(bb) Neither the Company nor any of the Subsidiaries has sustained since the date of the latest audited financial statements included in the Final Memorandum any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Final Memorandum; and, since the respective dates as of which information is given in the Final Memorandum, there has not been any the material adverse change, or any development involving a prospective material adverse change, in or affecting the business, condition (financial or otherwise), assets, earnings, results of operations, business affairs or business prospects of the Company.

(cc) No legal action, suit or proceeding, inquiry or investigation by or before any court or governmental agency, authority or body or any arbitrator (whether domestic or foreign) involving the Company or any of the Subsidiaries or its or their property is pending or, to the knowledge of the Company, threatened against the Company or any of the Subsidiaries that (i) could reasonably be expected to have a material adverse effect on the performance of the Operative Documents, or the consummation of any of the transactions contemplated hereby or thereby or (ii) could reasonably be expected to have a Material Adverse Effect.

(dd) Neither the Company nor any of the Subsidiaries is in violation or default of (i) any provision of its articles of incorporation or bylaws; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement, note or other agreement, obligation, condition, covenant, license, permit or instrument to which it is a party or bound or to which its property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree (whether foreign or domestic) applicable to the Company or any of the Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority (whether domestic or foreign) having jurisdiction over the Company or any of the Subsidiaries or any of their properties.

(ee) Each of the Company and the Subsidiaries has obtained all consents, approvals, orders, licenses, certificates, permits and other authorizations (collectively, the "Licenses") issued by the appropriate federal, state or foreign national governmental or regulatory authorities necessary to own, lease, license and use its properties and assets to conduct its businesses in the manner described in the Final Memorandum, except to the extent that the

failure to so obtain would not have a Material Adverse Effect. None of the Company or the Subsidiaries has received any notice of proceedings relating to the revocation or modification of any License and no event has occurred which allows, or after notice or lapse of time, or both, would allow, revocation or termination thereof or result in any other material impairment of the rights of the holder of any such License, and the Licenses referred to above place no restrictions on the Company or any of the Subsidiaries that are not described in the Final Memorandum, except where such restrictions could not, singly or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect.

(ff) There are no stamp or other issuance of transfer taxes or duties or other similar fees or charges under Federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or the issuance or sale by the Company of the Notes.

(gg) Each of the Company and the Subsidiaries has filed all foreign, federal, state and local tax returns that are required to be filed or has requested extensions thereof (except in any case in which the failure so to file would not have a Material Adverse Effect) except as set forth in or contemplated in the Final Memorandum and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not have a Material Adverse Effect, except as contemplated in the Final Memorandum.

(hh) No labor dispute with the employees of the Company or any of the Subsidiaries exists or, to the knowledge of the Company, is threatened or imminent that could result in a Material Adverse Effect, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or the Subsidiaries' principal suppliers, contractors or customers.

(ii) All descriptions in the Final Memorandum of contracts and

other documents to which the Company or any of the Subsidiaries is a party are accurate in all material respects; there are no contracts, indentures, mortgages, loan agreements, notes, leases, licenses, permits or other instruments that (i) would be required to be described in Part I of a registration statement on Form S-1 under the Act or (ii) if terminated, breached, rescinded or revoked could reasonably be expected to have or result in a Material Adverse Effect (collectively, "Material Contracts") that are not described or referred to in the Final Memorandum and listed on Schedule III hereto.

(jj) Except as described in the Final Memorandum, including the financial statements and notes thereto included therein, each of the Company and the Subsidiaries has good and marketable title to all real and personal property described in the Final Memorandum as being owned by it and good and marketable title to a leasehold estate in the real and personal property described in the Final Memorandum as being leased by it, free and clear of all liens, charges, encumbrances or restrictions, except to the extent the failure to have such title or the existence of such liens, charges, encumbrances or restrictions could not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect.

(kk) The statistical and market-related data included in the Final Memorandum are based on or derived from independent sources which the Company believes to be reliable and accurate in all material respects or represent the Company's good faith estimates that are made on the basis of data derived from such sources.

(ll) None of the Company nor any of the Subsidiaries nor any agent thereof acting on behalf of them has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T (12 C.F.R. Part 220), Regulation U (12 C.F.R. Part 221) or Regulation X (12 C.F.R. Part 224) of the Board of Governors of the Federal Reserve System.

(mm) The Company and each of the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(nn) The Company and each of the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; and neither the Company nor any such Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect except as described in or contemplated by the Final Memorandum.

(oo) The Company and the Subsidiaries possess or have applied for the patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names (collectively, "Intellectual Property") presently employed by them in connection with the businesses now operated by them, and neither the Company nor any of the Subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to the foregoing except as could not have a Material Adverse Effect. To the Company's knowledge, the use of such Intellectual Property in connection with the business and operations of the Company and its subsidiaries does not infringe on the rights of any person.

(pp) The Company and the Subsidiaries (i) are, to its knowledge, in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") and (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses as described in the Final Memorandum, except where such non-compliance with Environmental Laws, failure to receive

required permits, licenses or other approvals, or liability would not have a Material Adverse Effect.

(qq) Except as described in the Final Memorandum, the Company and

the Subsidiaries are implementing a comprehensive, detailed program to analyze and address the risk that the computer hardware and software used by them may be unable to recognize and properly execute date-sensitive functions involving certain dates prior to and any dates after December 31, 1999 (the "Year 2000 Problem"), and reasonably believe that such risk will be remedied on a timely basis without material expense and will not have a Material Adverse Effect.

(rr) Each of the Company and its subsidiaries has fulfilled its obligations, if any, under the minimum funding standards of Section 302 of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the regulations and published interpretations thereunder with respect to each "plan" (as defined in Section 3(3) of ERISA and such regulations and published interpretations) in which employees of the Company and its subsidiaries are eligible to participate and each such plan is in compliance in all material respects with the presently applicable provisions of ERISA and such regulations and published interpretations; the Company and its subsidiaries have not incurred any unpaid liability to the Pension Benefit Guaranty Corporation (other than for the payment of premiums in the ordinary course) or to any such plan under Title IV of ERISA.

(ss) No subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distributions on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other subsidiary of the Company except as described in the Final Memorandum.

(tt) Neither the Company nor any of the Subsidiaries is a "holding company" or a "subsidiary company" of a holding company, or an "affiliate" thereof required to be registered under the Public Utility Holding Company Act of 1935, as amended.

(uu) Neither the Company nor any of its subsidiaries nor, to the Company's knowledge, any employee or agent of the Company or any subsidiary has made any payment of funds of the Company or any subsidiary or received or retained any funds in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended.

Any certificate signed by any officer or authorized signatory of the Company and delivered to any of the Initial Purchasers or counsel for the Initial Purchasers in connection with the offering of the Securities shall be deemed a representation and warranty by the Company as to matters covered thereby, to each Initial Purchaser.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to the Initial Purchasers, and each Initial Purchaser agrees, severally and not jointly, to purchase from the Company, at an aggregate purchase price of $194,000,000, representing approximately $970 per

Unit, the respective number of Units set forth on Schedule I opposite such Initial Purchaser's name.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made at 9:00 A.M., New York City time, on December 1, 1999, or at such time on such later date as the Initial Purchasers shall designate, which date and time may be postponed by agreement between the Initial Purchasers and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representative for the respective accounts of the several Initial Purchasers against payment by the several Initial Purchasers of the purchase price thereof by wire transfer of immediately available funds to the account specified by the Company and in accordance with the Escrow Agreement, as applicable. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representative shall otherwise instruct.

4. Offering by Initial Purchasers.

(a) Each Initial Purchaser, severally and not jointly, represents and warrants that such Initial Purchaser is a QIB. Each Initial Purchaser, severally and not jointly, agrees with the Company that (i) it will not solicit offers for, or offer or sell, the Securities by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Act) or in any manner involving a public offering within the meaning of Section 4(2) of the Act and (ii) it will solicit offers for such Securities only from, and will offer such Securities only to, persons that it reasonably believes to be (A) in the case of offers in the United States, QIBs or other institutional accredited investors (as defined in Rule 501(a)(1),(2),(3) or (7) under the Act) ("institutional accredited investors") and (B) in the case of

offers outside the United States, to persons other than U.S. persons ("foreign purchasers," which term shall include dealers or other professional fiduciaries in the United States acting on a discretionary basis for foreign beneficial owners (other than an estate or trust)) in reliance upon Regulation S under the Act that, in each case, in purchasing such Securities are deemed to have represented and agreed as provided in the Final Memorandum under the caption "Notice to Investors."

(b) Each Initial Purchaser, severally and not jointly, represents, warrants, and agrees with respect to offers and sales outside the United States that:

(i) such Initial Purchaser understands that no action has been or will be taken in any jurisdiction by the Company that would permit a public offering of the Securities, or possession or distribution of either the Final Memorandum or any other offering or publicity material relating to the Securities, in any country or jurisdiction where action for that purpose is required;

(ii) such Initial Purchaser will comply with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Securities or has in its possession or distributes either the Final Memorandum or any such other material, in all cases at its own expense;

(iii) the Securities have not been registered under the Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 144A or Regulation S under the Act or pursuant to another exemption from the registration requirements of the Act; and

(iv) such Initial Purchaser has offered the Securities and will offer and sell the Securities (A) as part of their distribution at any time and (B) otherwise until (I) one year after the later of the commencement of the offering and the Closing Date (in the case of the Units and the Warrants) or (II) 40 days after the later of the commencement of the offering of the Securities and the Closing Date (in the case of the Notes), and in either case, only in accordance with Rule 903 of Regulation S or as otherwise permitted in Section 4(a); accordingly, subject to the foregoing, neither such Initial Purchaser, nor its Affiliates have engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Securities, and any such Initial Purchaser and its Affiliates have complied and will comply with the offering restrictions requirement of Regulation S.

5. Agreements of the Company. The Company agrees with each Initial Purchaser that:

(a) The Company will furnish to each Initial Purchaser and to counsel for the Initial Purchasers, without charge, during the period referred to in paragraph (c) below, as many copies of the Final Memorandum and any amendments and supplements thereto as each Initial Purchaser and counsel for the Initial Purchasers may reasonably request.

(b) The Company will not at any time make any amendment or supplement to the Preliminary Memorandum or the Final Memorandum to which the Initial Purchasers reasonably object.

(c) The Company will immediately notify each Initial Purchaser and confirm such notice in writing of (x) any filing made by the Company relating to the offering of the Securities with any securities exchange or any other regulatory body in the United States or any other jurisdiction and (y) prior to the completion of the placement of the Securities by the Initial Purchasers as evidenced by a notice in writing from the Initial Purchasers to the Company, any event as a result of which the Final Memorandum would include any untrue statements of material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Final Memorandum to comply with applicable law. In such event or if at any time prior to completion of the distribution of the Securities by the Initial Purchasers to purchasers who are not their affiliates (as determined by the Initial Purchasers) any other event shall occur or condition shall exist as a result of which it is necessary, in the opinion of the Initial Purchasers or counsel for the Initial Purchasers, to amend or supplement the Final Memorandum in order that the Final Memorandum, as then amended or supplemented, will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time it is delivered to a purchaser, not misleading or if in the opinion of the Initial Purchasers or counsel for the Initial Purchasers, such amendment or supplement is necessary to comply with applicable law, the Company will, subject to paragraph (b) of this Section 5, promptly prepare, at its own expense,

such amendment or supplement as may be necessary to correct such untrue statement or omission or to effect such compliance, so that as so amended or supplemented, the statements in the Final Memorandum will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time it is delivered to a purchaser, not misleading or so that such Final Memorandum as so amended or supplemented will comply with applicable law, as the case may be, and furnish to the Initial Purchasers such number of copies of such amendment or supplement as the Initial Purchasers may reasonably request. The Company agrees to notify the Initial Purchasers in writing to suspend use of the Final Memorandum as promptly as practicable after the occurrence of an event specified in this paragraph (c), and the Initial Purchasers hereby agree upon receipt of such notice from the Company to suspend use of the Final Memorandum until the Company has amended or supplemented the Final Memorandum to correct such misstatement or omission or to effect such compliance.

(d) Neither the Company nor any of its Affiliates will solicit any offer to buy or offer or sell the Securities or the Exchange Securities by means of any form of general solicitation or general advertising (as such terms are used in Regulation D under the Act), or by means of any directed selling efforts (as defined in Rule 902 under the Act) in the United States in connection with the Securities being offered and sold pursuant to Regulation S or in any manner involving a public offering within the meaning of Section 4(2) of the Act prior to the effectiveness of a registration statement with respect to the Securities or the Exchange Securities, as applicable.

(e) Neither the Company nor any of its Affiliates will offer, sell or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Act) which could be integrated with the sale of the Securities in a manner that would require the registration of the Securities under the Securities Act.

(f) The Company (A) will, so long as the Notes are outstanding, furnish to the Trustee and the holders of the Notes, the reports and other information required to be furnished in accordance with the Indenture, whether or not the Company has a class of securities registered under the Exchange Act, and (B) will furnish to the Initial Purchasers copies of all such reports and information, together with such other documents, reports and information as shall be furnished by the Company to the holders of the Securities or to the Trustee.

(g) At all times prior to the registration of the Securities under the Act, so long as the Securities are outstanding, the Company will furnish to holders of Securities and prospective purchasers of Securities designated by such holders, upon request of such holders or such prospective purchasers, the information required to be delivered pursuant to Rule 144A(d)(4) under the Act to permit compliance with Rule 144A in connection with resales of the Securities.

(h) The Company will not for a period of 180 days following the Closing Date, without the prior written consent of Salomon Smith Barney Inc., offer, sell or contract to sell, grant any other option to purchase or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or

otherwise) by the Company or any Affiliate of the Company or any person in privity with the company or any Affiliate of the Company), directly or indirectly, any debt securities issued or guaranteed by the Company (other than the Securities) except to the extent contemplated by the Registration Rights Agreement or the Final Memorandum.

(i) The Company will cause and maintain the eligibility of the Securities for clearance and settlement through DTC.

(j) Prior to the Closing Date, the Company will furnish to each Initial Purchaser, if and as soon as they have been prepared, a copy of any unaudited interim consolidated financial statements of the Company for any period subsequent to the period covered by the most recent financial statements of the Company appearing in the Final Memorandum which have been prepared in the ordinary course of business.

(k) The Company will arrange for the registration and qualification of the Securities for offering and sale under the applicable securities or "blue sky" laws of such states and other jurisdictions as the Initial Purchasers may reasonably designate in connection with the resale of the Securities as contemplated by this Agreement and the Final Memorandum and to continue such qualifications in effect for as long as may be necessary to complete the distribution of the Securities; provided that in no event shall the
----
Company be obligated to (i) qualify as a foreign corporation or as a dealer in

securities in any jurisdiction where it would not otherwise be required to so qualify but for this Section 5(k), (ii) file any general consent to service of process in any jurisdiction where it is not at the Closing Date then so subject or (iii) subject itself to taxation in any such jurisdiction if it is not so subject. The Company will file such statements and reports as may be required by the laws of each jurisdiction in which the Securities have been qualified as above provided. The Company shall promptly advise the Initial Purchasers of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of the Securities for offering or sale in any jurisdiction or the institution, threatening or contemplation of any proceeding for such purpose.

(l) Subject to the provisions of the Escrow Agreement, the Company expects to use the proceeds received from the Offering in the manner specified in the Final Memorandum under the heading "Use of Proceeds."

(m) During the two year period following the Closing Date, the Company will use reasonable efforts to ensure that its Affiliates do not resell any Securities that constitute "Restricted Securities" under Rule 144 under the Act that have been acquired by any of them.

(n) Pursuant to the Escrow Agreement, the Company will deposit the Escrow Amount into a collateral account and will take all actions necessary to pledge, assign and set over to the Trustee, for the benefit of the holders of the Securities and the Trustee (in its capacity as such under the Indenture), and irrevocably grant to the Trustee for the benefit of the holders of the Securities and the Trustee (in its capacity as such under the Indenture) a first priority perfected security interest in, all of its respective right, title and interest in such collateral account, all funds held therein and all other Collateral (as such term is defined in the Escrow

Agreement) held by the Escrow Agent or on its behalf, in order to secure the obligations under the Escrow Agreement and the Securities.

(o) Whether or not any sale of the Securities is consummated, the Company agrees to pay and bear all costs and expenses incident to the performance of all of their obligations under this Agreement, including (i) the preparation and printing of the Preliminary Memorandum, the Final Memorandum and any amendments or supplements thereto and the cost of furnishing copies thereof to the Initial Purchasers, (ii) the preparation, issuance, printing and distribution of the Operative Documents, (iii) the delivery to the Initial Purchasers of the Securities, including any stamp or other taxes in connection with the original issuance and sale of the Securities, (iv) the fees and disbursements of the Company's counsel and accountants, (v) the qualification of the Securities under the applicable state securities or "blue sky" laws in accordance with the provisions of Section 5(k) hereof including filing fees and reasonable fees and disbursements of counsel to the Initial Purchasers in connection therewith and in connection with the preparation of any survey of state securities or "blue sky" laws or legal investment memoranda, (vi) any fees charged by rating agencies for rating the Securities, (vii) any fees associated with establishing or maintaining the escrow account in connection with the Escrow Agreement, (viii) the fees and expenses of the Trustee, the Warrant Agent, the Unit Agent, the Escrow Agent and any paying agent, including the fees and disbursements of their counsel, (ix) all expenses (including travel expenses) of the Company in connection with any meetings with prospective investors in the Securities (other than expenses for meeting facilities for the road show) and (x) all expenses and listing fees in connection with the application for designation of the Securities as PORTAL securities and the eligibility of the Units, the Notes, the Exchange Securities, and the Warrants for clearance through The Depository Trust Company. Notwithstanding any of the foregoing, it is understood that except as expressly set forth in subclause (v) of this clause (p), the Initial Purchasers shall pay all fees and expenses of the Initial Purchasers' legal counsel and all of the Initial Purchasers' travel (excluding any chartered jet), stabilization and other out-of-pocket expenses, including meeting facilities for meetings with prospective investors.

6. Conditions to the Obligations of the Initial Purchasers. The obligations of the Initial Purchasers to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein on the date hereof and on the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) On the Closing Date, the Initial Purchasers shall have received the opinions of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP and Gray Cary Ware & Freidenrich LLP, counsel for the Company, dated as of the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers and counsel to the Initial Purchasers, collectively and substantially to the effect that:

(i) Each of the Company and its Subsidiaries has been duly

incorporated, is validly existing and in good standing under the laws of its jurisdiction of incorporation, with full requisite corporate or other power and authority to own, lease and operate its properties and conduct its business as described in the Final Memorandum, and is

duly qualified to do business as a foreign corporation and is in good standing under the laws of California, Virginia and New Jersey.

(ii) All the outstanding shares of capital stock of the Company and the Subsidiaries have been duly and to the knowledge of such counsel validly authorized and issued and are fully paid and nonassessable and, except as otherwise set forth in the Final Memorandum, all outstanding shares of capital stock of the Subsidiaries are owned by the Company free and clear of any security interest and, to the knowledge of such counsel, any other security interests, claims, liens, or encumbrances.

(iii) To the knowledge of such counsel, except as set forth in the Final Memorandum, no options (other than options granted under the 1998 Stock Plan which options are issued under the reserve described in the Final Memorandum), warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into, or exchange any securities for, shares of equity interests of the Company are outstanding.

(iv) The Company's authorized capitalization is as set forth in the Final Memorandum under the heading "Capitalization".

(v) To the knowledge of such counsel, there is no pending action, suit or proceeding or written threat thereof by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property that is not adequately disclosed in the Final Memorandum, except in each case for such proceedings that, if the subject of an unfavorable decision, ruling or finding would not singly or in the aggregate, have a Material Adverse Effect.

(vi) Neither the execution and delivery of the Operative Documents nor the consummation of any of the transactions therein contemplated, nor the fulfillment of the terms hereof or thereof, will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or asset of the Company or its subsidiaries pursuant to, (i) the charter or by-laws of the Company's subsidiaries; (ii) the terms of any Material Contract; or (iii) any statute, law, rule, regulation or, to the knowledge of such counsel, any judgment, order or decree applicable to the Company or its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of their properties.

(vii) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly authorized executed and delivered by the Company.

(viii) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Units. The Units have been duly and validly authorized by the Company and, when executed and delivered by the Company (assuming the due countersignature, execution and delivery by the Unit Agent), will constitute a valid and legally binding obligations of the Company, enforceable against the Company in

accordance with their terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(ix) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Notes and the Exchange Securities. The Notes and the Exchange Securities have been duly and validly authorized by the Company for issuance. The Notes, when executed, authenticated and issued in accordance with the provisions of the Indenture, and delivered to and paid for by the Initial Purchasers in accordance with the terms hereof, will have been duly executed, issued and delivered and (assuming the due authentication by the Trustee) will constitute valid and legally binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, and the Exchange Securities, when executed, authenticated, issued and delivered in the manner contemplated by the Registration Rights Agreement and the Indenture, will have been duly executed, issued and delivered and (assuming the due authentication by the Trustee) will constitute valid and legally binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except, in each case, that the enforcement thereof may be limited by the Enforceability Limitations. The Notes are in the form contemplated by the Indenture.

(x) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Warrants.

The Warrants have been duly and validly authorized by the Company and, when executed and delivered by the Company (assuming the due countersignature, execution and delivery by the Warrant Agent), will constitute a valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(xi) The Common Shares have been duly reserved for issuance by the Company upon exercise of the Warrants in sufficient number to cover the exercise of all of the Warrants, and the issuance of the Common Shares upon exercise of the Warrants has been duly authorized, and the Common Shares, when delivered upon exercise of and in accordance with the terms of the Warrant Agreement, will be validly issued, fully paid and non-assessable, and no holder of any securities of the Company has any preemptive or other similar rights to subscribe for or to purchase any common stock of the Company arising by operation of the General Corporation Law of the State of Delaware, under the Certificate of Incorporation or bylaws of the Company or pursuant to the terms of any material contract listed on Schedule III hereto.

(xii) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Indenture. The Indenture has been duly and validly authorized, executed and delivered by the Company and (assuming the due authorization, execution and delivery by the Trustee) constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(xiii) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Warrant Agreement. The

Warrant Agreement has been duly and validly authorized, executed and delivered by the Company and (assuming the due authorization, execution and delivery by the Trustee) constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(xiv) The Company has the requisite corporate or other power and authority to execute, deliver and perform its obligations under the Common Stock Registration Rights Agreement. The Common Stock Registration Rights Agreement has been duly and validly authorized, executed and delivered by the Company and (assuming the due authorization, execution and delivery by the Initial Purchasers and the Investors) constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(xv) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Registration Rights Agreement. The Registration Rights Agreement has been duly and validly authorized, executed and delivered by the Company and (assuming the due authorization, execution and delivery by the Initial Purchasers) constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(xvi) The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under the Escrow Agreement. The Escrow Agreement has been duly and validly authorized, executed and delivered by the Company and (assuming the due authorization, execution and delivery by the Escrow Agent and the Trustee) constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be limited by the Enforceability Limitations.

(xvii) The Escrow Agreement creates a valid and perfected security interest in favor of the Trustee in all right, title and interest of the Company in and to the Escrow Account and the Collateral (as such term is defined in the Escrow Agreement) (such counsel need not express an opinion as to the priority of the security interest in the collateral created by the Escrow Agreement).

(xviii) The Securities, the Exchange Securities, the Indenture, the Escrow Agreement, the Common Stock Registration Rights Agreement, the Registration Rights Agreement and the Common Shares conform in all material respects to the descriptions thereof in the Final Memorandum.

(xix) The statements in the Final Memorandum under the heading "Certain United States Federal Tax Considerations" provide a fair and accurate summary of the matters therein described.

(xx) No consent, approval, authorization, filing with or order of any court or governmental agency or body under the Federal laws of the United States or the laws of the State of New York or under the General Corporation Law of the State of Delaware is required in connection with the due authorization, execution and delivery of the Operative Documents by the Company, or for the offering, issuance, sale or delivery of the Securities or the Exchange Securities or for the resale by you in accordance with the terms of this Agreement, except such as will be obtained under the Act and the Trust Indenture Act in connection with the registration of the Exchange Securities or the Securities, as the case may be, as contemplated by the Registration Rights Agreement and the Common Stock Registration Rights Agreement and such as may be required under the blue sky or securities laws of any state or foreign jurisdiction or the NASD or and such other approvals (specified in such opinion) as have been obtained.

(xxi) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Final Memorandum, will not be an "investment company" required to be registered under the Investment Company Act without taking account of any exemption arising out of the number of holders of the Company's securities.

(xxii) Assuming the Securities are issued and sold under the circumstances contemplated by this Agreement and the representations and warranties of the Company and the Initial Purchasers set forth herein are true and correct, it is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers in the manner contemplated by this Agreement or in connection with the initial resale of the Securities by the Initial Purchasers in accordance with this Agreement to register the Securities under the Act or to qualify the Indenture under the Trust Indenture Act.

In addition, such counsel shall state that in addition to rendering legal advice and assistance to the Company in the course of the preparation of the Final Memorandum, involving, among other things, discussions and inquiries concerning various legal matters and the review of certain corporate records, documents and proceedings, such counsel also participated in conferences with certain officers and other representatives of the Company, including its independent certified public accountants and with the Initial Purchasers and their counsel, at which the contents of the Final Memorandum and related matters were discussed. Such counsel may state that such counsel has not, however, independently verified the accuracy, completeness or fairness of the information contained in the Final Memorandum. However, based upon such participation, such counsel shall state it believes that the Final Memorandum (except for financial statements and schedules and other financial data derived therefrom, as to which such counsel expresses no belief), as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

In rendering such opinions, such counsel may rely (A) as to matters including the application of laws of any jurisdiction other than the Federal law of the United States, the General Corporation Law of the State of Delaware, the laws of the State of California and the laws of the State of New York, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are

satisfactory to counsel of the Initial Purchasers, (B) as to matters of fact, to the extent such counsel deems proper, on representations or certificates of responsible officers of the Company and certificates of public officials and (C) on the representations, warranties, convenants and agreements of the Company and the Initial Purchasers in this Agreement.

(b) The Initial Purchasers shall have received an opinion from Cahill Gordon & Reindel, counsel for the Initial Purchasers, dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers.

(c) The following conditions contained in clause (i) and (ii) of this subsection (c) shall have been satisfied at and as of the Closing Date, and the Company shall have furnished to the Initial Purchasers a certificate of the Company, signed by the President and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Final Memorandum, any amendment or supplement to the Final Memorandum and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; and

(ii) since the date of the most recent financial statements

included in the Final Memorandum, there has been no material adverse change in the condition (financial or otherwise), prospects, earnings, business or properties of the Company and the Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated by the Final Memorandum.

(d) The Securities shall have been (i) designated as PORTAL-eligible securities in accordance with the rules and regulations of the NASD and (ii) declared eligible for clearance and settlement through The Depository Trust Company, the Euroclear System and Cedelbank.

(e) On the date hereof and at the Closing Date, KPMG LLP shall have furnished to the Initial Purchasers a letter or letters, dated respectively as of the date hereof and as of the Closing Date, in form and substance satisfactory to the Initial Purchasers and counsel to the Initial Purchasers, confirming that they are independent accountants within the meaning of Rule 101 of the Code of Professional Conduct of the American Institute of Certified Public Accountants and containing statements and information of the type ordinarily included in accountants' "comfort letters" to Initial Purchasers with respect to financial statements and certain financial information contained in the Final Memorandum.

(f) Subsequent to the date hereof or, if earlier, the dates as of which information is given in the Final Memorandum (exclusive of any amendment or supplement thereto), there shall not have been any change, or any development involving a prospective change, in or affecting the business or properties of the Company or the Subsidiaries the effect of which is, in the sole judgment of the Representative, so material and adverse as to make it

impractical or inadvisable to proceed with the purchase and the delivery of the Securities as contemplated by the Final Memorandum (exclusive of any amendment or supplement thereto).

(g) All government authorizations required in connection with the issue and sale of the Securities as contemplated under this Agreement and the performance of the Company's obligations hereunder and under the Operative Documents shall be in full force and effect and the Company shall deliver copies of such authorizations to the Initial Purchasers.

(h) Each of the Operative Documents shall have been executed and delivered by each of the parties thereto.

(i) Prior to the Closing Date, the Company shall have furnished to the Initial Purchasers such further information, certificates and documents as the Initial Purchasers may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representative and counsel for the Initial Purchasers, this Agreement and all obligations of the Initial Purchasers hereunder may be canceled at, or at any time prior to, the Closing Date by the Representative. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the offices of Cahill Gordon & Reindel, 80 Pine Street, New York, NY 10005, on the Closing Date.

7. Reimbursement of Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Initial Purchasers set forth in Section 6 hereof is not satisfied because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Initial Purchasers, the Company will reimburse the Initial Purchasers on demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Initial Purchaser, the directors, officers, employees and agents of each Initial Purchaser and each person who controls any Initial Purchaser within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Memorandum, the Final

Memorandum (or in any supplement or amendment thereto) or any information provided by the Company to any holder or prospective purchaser of Securities pursuant to Section 5(g) (or in any supplement or amendment thereto), or arise out of or are

based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, -------- -------
that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Memorandum or the Final Memorandum, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Initial Purchasers through the Representative specifically for inclusion therein; and provided, --------
further, that the Company will not be liable to an Initial Purchaser with - -------
respect to any Preliminary Memorandum to the extent that the Company shall sustain the burden of proof of providing that any such loss, claim, damage, liability or action resulted from the fact that such Initial Purchaser, in contravention of a requirement of this Agreement or applicable law, sold Units to a person to whom such Initial Purchaser failed to send or give, at or prior to the Closing Date, a copy of the Final Memorandum as then amended or supplemented if (i) the Company has previously furnished copies thereof to the Initial Purchasers and the loss, claim, damage, liability or action of such Initial Purchaser resulted from an untrue statement or omission or alleged untrue statement or omission of a material fact contained in or omitted from the Preliminary Memorandum which was corrected in the Final Memorandum as, if applicable, amended or supplemented prior to the Closing Date and (ii) giving or sending such Final Memorandum by the Closing Date to the party or parties asserting such loss, claim, damage, liability or action would have constituted a defense to the claim asserted by such person. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Initial Purchaser severally, and not jointly, agrees to indemnify and hold harmless the Company, each of its directors, each of its officers, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Initial Purchaser, but only with reference to written information relating to such Initial Purchaser furnished to the Company by or on behalf of such Initial Purchaser through the Representative specifically for inclusion in the Preliminary Memorandum or the Final Memorandum (or in any amendment or supplement thereto). This indemnity agreement will be in addition to any liability which any Initial Purchaser may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in

which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall -------- -------
be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (in addition to local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have

employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize in writing the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Initial Purchasers agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company or one or more of the Initial Purchasers, as applicable, may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Initial Purchasers on the other from the offering of the Securities; provided, however, that in no case shall any Initial
-------- -------
Purchaser (except as may be provided in any agreement among the Initial Purchasers relating to the offering of the Securities) be responsible for any amount in excess of the purchase discount or commission applicable to the Securities purchased by such Initial Purchaser hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Initial Purchasers shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Initial Purchasers on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by the Company, and benefits received by the Initial Purchasers shall be deemed to be equal to the total purchase discounts and commissions received by the Initial Purchasers from the Company in connection with the purchase of the Securities hereunder. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement or the omission or alleged

omission to state a material fact relates to information provided by the Company on the one hand or the Initial Purchasers on the other, the intent of the parties and their relative knowledge, account information and opportunity to correct or prevent such untrue statement or omission. The Company and the Initial Purchasers agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Initial Purchaser within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Initial Purchaser shall have the same rights to contribution as such Initial Purchaser, and each person who controls the Company within the meaning of either the Act or the Exchange Act and each officer and director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Default by an Initial Purchaser. If any one or more of the
----
Initial Purchasers shall fail to purchase and pay for any of the Securities agreed to be purchased by such Initial Purchaser hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Initial Purchasers shall be obligated severally to take up and pay for (in the respective proportions which the principal number of Units set forth opposite their names in Schedule I hereto bears to the aggregate number of Units set forth opposite the names of all the remaining Initial Purchasers) the Securities which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase; provided,
----
however, that in the event that the aggregate number of Units which the
- -------
defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase shall exceed 10% of the aggregate number of Units set forth in Schedule I hereto, the remaining Initial Purchasers shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Initial Purchasers do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Initial

Purchaser or the Company. In the event of a default by any Initial Purchaser as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representative shall determine in order that the required changes in the Final Memorandum or in any other documents or arrangements that may be effected. Nothing contained in this Agreement shall relieve any defaulting Initial Purchaser of its liability, if any, to the Company or any nondefaulting Initial Purchaser for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representative, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time (i) a banking moratorium shall have been declared either by Federal or New York State authorities or (ii) trading in securities generally on the New York Stock Exchange or NASDAQ National Market shall have been suspended or limited or minimum prices shall have been established on such Exchange or the NASDAQ National Market, or (iii) there shall have occurred any material adverse change in the financial markets in the United States or any outbreak or escalation of hostilities, national or international emergency or war or other calamity or crisis, or any change or development involving a change in national or international political, financial or economic conditions, the

effect of which on financial markets is such as to make it, in the sole judgment of the Representative, impracticable or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Final Memorandum (exclusive of any amendment or supplement thereto). If this Agreement is terminated pursuant to this Section 10, such termination shall be without liability of any party to any other party.

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company and its officers and of the Initial Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Initial Purchasers or the Company or any of the officers, directors or controlling persons, referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt and should be mailed and delivered. Notices to the Initial Purchasers shall be directed to Salomon Smith Barney Inc., Seven World Trade Center, New York, New York 10048, Attention: General Counsel; and notices to the Company shall be directed to Equinix, Inc., 901 Marshall Street, Redwood City, California 94063, Attention: Chief Financial Officer, with a copy to Gunderson Dettmer Stough Villenneuve Franklin & Hachigian, LLP, 155 Constitution Drive, Menlo Park, CA 94025, Attention: Scott C. Dettmer.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8 hereof, and, except as expressly set forth in Section 5(g) hereof, no other person will have any right or obligation hereunder.

14. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

17. Definitions. The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Affiliate" shall have the meaning specified in Rule 501(b) of Regulation D.

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in The City of New York.

"Commission" shall mean the Securities and Exchange Commission.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Investment Company Act" shall mean the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

"NASD" shall mean the National Association of Securities Dealers, Inc.

"Regulation D" shall mean Regulation D under the Act.

"Regulation S" shall mean Regulation S under the Act.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission promulgated thereunder.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this Agreement and your acceptance shall represent a binding agreement between the Company and the several Initial Purchasers.

Very truly yours,

EQUINIX, INC.
By: /s/ Philip J. Koen

Name: Philip J. Koen
Title: Chief Financial Officer

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

SALOMON SMITH BARNEY INC.
MORGAN STANLEY & CO. INCORPORATED
GOLDMAN, SACHS & CO.

By: SALOMON SMITH BARNEY INC.

By: /s/ W. Mark Barber

Name: W. Mark Barber
Title: Vice President

SCHEDULE I

<TABLE>
<CAPTION>

Initial Purchasers	Aggregate Number of Units
<S>	<C>
Salomon Smith Barney Inc.	100,000
Morgan Stanley & Co. Incorporated	50,000
Goldman, Sachs & Co.	50,000
Total	200,000

</TABLE>

SCHEDULE II

Subsidiaries of Equinix, Inc.

Equinix-DC, Inc.

SCHEDULE III

Material Contracts

The Company's wholly-owned subsidiary, Equinix-DC, Inc., has entered into a Loan and Security Agreement with Comdisco, Inc., dated March 10, 1999, in the amount of $7,000,000.

The Company has entered into a Master Lease Agreement with Comdisco, Inc., dated May 27, 1999, in the amount of $1,000,000.

The Company has entered into a Master Lease Agreement with Comdisco, Inc., dated August 16, 1999, in the amount of $5,000,000.

The Company has entered into a Loan Agreement with Venture Lending & Leasing II, Inc., as Agent, and other Lenders, dated August 16, 1999, in the amount of $10,000,000.

The Company has entered into an agreement with MCI WorldCom, dated November 16, 1999, to install high-bandwidth connectivity at the Company's first seven U.S. IBX facilities.

The Company has entered into a lease agreement with Carlyle-Core Chicago LLC, dated as of September 1, 1999.

The Company has entered into a lease agreement with Market Halsey Urban Renewal, LLC, dated as of May 3, 1999.

The Company has entered into a lease agreement with Laing Beaumeade, dated as of November 18, 1998.

The Company has entered into a lease agreement with Rose Ventures II, Inc., dated as of June 10, 1999.

The Company has entered into a lease agreement with 600 Seventh Street Associates, Inc., dated as of August 6, 1999.

The Company has entered into a lease agreement with Trizechahn Centers, Inc. (dba Trizechahn Beaumeade Corporate Management), dated as of October 28, 1999.

The Company entered into an equipment lease facility with Cisco Systems Credit Corporation in March 1999.

The Company entered into an equipment lease facility with Fore Financial Services in June 1999.

The Company has entered into a strategic agreement with Northpoint Communications, Inc., effective as of August 31, 1999.

The Company has entered into a term sheet for a master agreement with Bechtel Corporation on October 29, 1999.

EXHIBIT A

Selling Restrictions for Offers and Sales Outside the United States

(1) (a) The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Each Initial Purchaser represents and agrees that, except as otherwise permitted by Section 4(a)(i) or (ii) of the Agreement to which this is an exhibit, it has offered and sold the Securities, and will offer and sell the Securities, (i) as part of their distribution at any time and (ii) otherwise until one year after the later of the commencement of the offering and the Closing Date, only in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Initial Purchaser represents and agrees that neither it, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Securities, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Initial Purchaser agrees that, at or prior to the confirmation of sale of Securities (other than a sale of Securities pursuant to Section 4(a)(i) or (ii) of the Agreement to which this is an exhibit), it shall have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Securities from it during the restricted period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "Securities Act") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until one year after the later of the commencement of the offering and [ ], 1999, except in either case in accordance with Regulation S or Rule 144A under the Securities Act. Terms used above have the meanings given to them by Regulation S."

(b) Each Initial Purchaser also represents and agrees that it has not entered and will not enter into any contractual arrangement with any distributor with respect to the distribution of the Securities, except with its affiliates or with the prior written consent of the Company.

(c) Terms used in this section have the meanings given to them by Regulation S.

(2) Each Initial Purchaser represents and agrees that (i) it has not offered or sold and will not offer or sell, in the United Kingdom, by means of any document, any Securities other than to persons whose ordinary business it is to buy or sell shares or debentures, whether as principal or as agent (except in circumstances which do not constitute an offer to the public within the meaning of the Companies Act 1985 of Great Britain), (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 of the United Kingdom

with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom, and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issue of the Securities to a person who is of a kind described in Article 9(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1988 or is a person to whom the document may otherwise lawfully be issued or passed on.

EXHIBIT 10.1

EQUINIX, INC.

$200,000,000

13% SENIOR NOTES DUE 2007
INDENTURE

Dated as of December 1, 1999

State Street Bank and Trust Company of California, N.A.,

as Trustee

TABLE OF CONTENTS

<TABLE>
<CAPTION>

</TABLE>

<TABLE>
<CAPTION>

</TABLE>

<TABLE>
<CAPTION>

<TABLE>
<CAPTION>

Page

<S>
<C>

</TABLE>

INDENTURE, dated as of December 1, 1999 by and between Equinix, Inc., a Delaware corporation (the "Company"), and State Street Bank and Trust Company of California, N.A., a national banking association, as trustee (the "Trustee").

RECITALS

The Company has duly authorized the creation of an issue of 13% Senior Notes due 2007 (the "Notes"; such term to include the Exchange Notes, the Private Exchange Notes, if any, and the Unrestricted Definitive and Global Notes, if any, treated as a single class of securities under this Indenture), of substantially the tenor and amount hereinafter set forth, and to provide therefor the Company has duly authorized the execution and delivery of this Indenture.

All things necessary have been done to make the Notes, when executed by the Company and authenticated and delivered hereunder and duly issued by the Company, the valid obligations of the Company and to make this Indenture a valid agreement of each of the Company and the Trustee in accordance with the terms hereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Notes by the Holders thereof, it is mutually covenanted and agreed, for the equal and ratable benefit of the Holders, as follows:

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.1 Definitions.

"144A Global Note" means a global note in the form of Exhibit A-1 hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that will be issued in a denomination equal to the outstanding aggregate principal amount of the Notes sold in reliance on Rule 144A.

"Acquired Debt" or "Acquired Preferred Stock" means, with respect to any specified Person, Indebtedness or Preferred Stock of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person (including by Designation or Revocation), provided such Indebtedness or Preferred Stock is not incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting

securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control.

"Agent" means any Registrar, Paying Agent or co-registrar.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear or CEDEL Bank that apply to such transfer or exchange.

"Asset Acquisition" means (i) any capital contribution (by means of transfers of cash or other property to others or payments for property or services for the account or use of others, or otherwise) by the Company or any Restricted Subsidiary to any other Person, or any acquisition or purchase of Capital Stock of any other Person by the Company or any Restricted Subsidiary, in either case pursuant to which such Person shall (a) become a Restricted Subsidiary or (b) be merged with or into the Company or any Restricted Subsidiary, or (ii) any acquisition by the Company or any Restricted Subsidiary of the assets of any Person which constitute substantially all of an operating unit or line of business of such Person or which is otherwise outside of the ordinary course of business.

"Asset Sale" means (i) the sale, lease, transfer, conveyance or other disposition of any property, asset or right (including, without limitation, by way of a sale and leaseback), other than leases of space in an Exchange Facility entered into in the ordinary course of business, of the Company or any Restricted Subsidiary, and (ii) the issue or sale by the Company or any of the Restricted Subsidiaries of Equity Interests of any Subsidiary. Notwithstanding the foregoing, the following items shall not be deemed to be Asset Sales: (i) any disposition of properties and assets of the Company subject to Section 5.01, provided that any properties, assets or rights that are not included in any such dispositions shall be deemed to have been sold in a transaction constituting an Asset Sale, (ii) a transfer of properties, assets or rights by the Company to a Restricted Subsidiary or by a Subsidiary to the Company or to a Restricted Subsidiary, (iii) a disposition of obsolete or worn out equipment or equipment that is no longer useful in the conduct of a Permitted Business of the Company and the Restricted Subsidiaries, (iv) the surrender or waiver by the Company or any of the Restricted Subsidiaries of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind by the Company or any of the Restricted Subsidiaries or the grant by the Company or any of the Restricted Subsidiaries of a Lien not prohibited by this Indenture, and (v) sales, transfers, assignments and other dispositions of assets (or related assets in related transactions) (x) in the ordinary course of business, (y) with an aggregate fair market value of less than $500,000 in any fiscal year or (z) constituting the incurrence of a Capital Lease Obligation.

"Bankruptcy Law" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"Board of Directors" means the board of directors or other governing body of the Company or, if the Company is owned or managed by a single entity, the board of directors or other governing body of such entity, or, in either case, any committee thereof duly authorized to act on behalf of such board or governing body.

"Board Resolution" means a duly authorized resolution of the Board of Directors.

"Business Day" means any day other than a Legal Holiday.

"Capital Contribution" means any contribution to the common equity of the Company from a direct or indirect parent of the Company for which no consideration other than the issuance of common stock with no redemption rights and no special preferences, privileges or voting rights is given.

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP.

"Capital Stock" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents" means (i) United States dollars, (ii) securities
issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than six months from the date of acquisition, (iii) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case with any domestic commercial bank having capital and surplus in excess of $500 million and a Thompson Bank Watch Rating of "B" or better, (iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (ii) above entered into with any financial institution meeting the qualifications specified in clause (iii) above, (v) commercial paper having the highest rating obtainable from Moody's Investors Service, Inc. or Standard & Poor's Ratings Group and in each case maturing within six months after the date of acquisition and (vi) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (i)-(v) of this definition, provided that with respect to any Foreign Subsidiary, Cash Equivalents shall also mean those investments that are comparable to clauses (i) through (vi) above in such Foreign Subsidiary's country of organization or country where it conducts business operations.

"CEDEL Bank" means CEDEL Bank, SA.

"Change of Control" means the occurrence of any of the following: (i)
any "person" or "group," other than a Permitted Holder, is or becomes the "beneficial owner" (as such terms are used in Section 13(d)(3) of the Exchange Act, except that a Person shall be deemed to have "beneficial ownership" of all securities that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 35% or more of the Voting Stock (measured by voting power rather than number of shares) of the Company and the Permitted Holders own, in the aggregate, a lesser percentage of

the total Voting Stock (measured by voting power rather than by number of shares) of the Company than such Person and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors, (ii) during any period of two consecutive years, Continuing Directors cease for any reason to constitute a majority of the Board of Directors, (iii) the Company consolidates or merges with or into any other Person or the Company and/or any Restricted Subsidiaries sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets and properties of the Company and the Restricted Subsidiaries on a consolidated basis to any other Person, other than a Permitted Holder, other than a consolidation or merger or disposition of assets (a) of or by the Company into or to a Wholly Owned Restricted Subsidiary of the Company or (b) subject to clause (i) above, pursuant to a transaction in which the outstanding Voting Stock of the Company is changed into or exchanged for securities or other property with the effect that the beneficial owners of the outstanding Voting Stock of the Company immediately prior to such transaction, beneficially own, directly or indirectly, at least a majority of the Voting Stock (measured by voting power rather than number of shares) of the surviving corporation or the Person to whom the Company's assets are transferred immediately following such transaction, or (iv) the adoption of a plan relating to the liquidation or dissolution of the Company.

"Commission" means the Securities and Exchange Commission.

"Company" means Equinix, Inc., a Delaware corporation, and all
successors thereto.

"Consolidated Capital Ratio" means, with respect to the Company as of
any date, the ratio of (i) the aggregate amount of Indebtedness of the Company and the Restricted Subsidiaries then outstanding to (ii) the Consolidated Equity Capital of the Company and the Restricted Subsidiaries as of such date. For the purposes of calculating the "Consolidated Capital Ratio" (i) any Subsidiary of the Company that is a Restricted Subsidiary on the Transaction Date shall be deemed to have been a Restricted Subsidiary at the end of the most recently ended fiscal quarter (the "Reference Date") and (ii) any Subsidiary of the Company that is not a Restricted Subsidiary on the Transaction Date shall be deemed not to have been a Restricted Subsidiary on the Reference Date. In addition to, and without limiting, the foregoing, for the purposes of the foregoing, "Consolidated Equity Capital" shall be calculated after giving effect on a pro forma basis as of the Reference Date to, without duplication, (i) any Asset Sales or Asset Acquisitions (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of the

Company or one of the Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as the result of the Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Debt) occurring during the period commencing on the Reference Date to and including the Transaction Date, as if such Asset Sale or Asset Acquisition occurred on the Reference Date, (ii) any issue or sale of Equity Interests (other than Disqualified Stock but including Equity Interests (other than Disqualified Stock) issued upon the exercise of options, warrants or rights to purchase such Equity Interests) of the Company or any conversion of Disqualified Stock or debt securities of the Company into Equity Interests (other than Disqualified Stock) occurring during the period commencing on the Reference Date to and including the Transaction Date, as if such issue, sale or conversion occurred on the Reference Date, and (iii) any Restricted Payments made by the Company, and any sale, disposition or repayment of any Restricted Investment constituting a Restricted

Payment, since the Reference Date to and including the Transaction Date, as if such Restricted Payment occurred on the Reference Date.

"Consolidated Cash Flow" means, with respect to the Company for any period, the Consolidated Net Income of the Company and the Restricted Subsidiaries for such period plus (A) to the extent that any of the following items were deducted in computing such Consolidated Net Income, but without duplication, (i) provision for taxes based on income or profits of the Company and the Restricted Subsidiaries for such period, plus (ii) consolidated interest expense of the Company and the Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations), plus (iii) depreciation, amortization (including amortization of goodwill and other intangibles, but excluding amortization of prepaid cash expenses that were paid in a prior period), and other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of the Company and the Restricted Subsidiaries for such period, minus (B) non-cash items increasing such Consolidated Net Income for such period (other than items that were accrued in the ordinary course of business), in each case, on a consolidated basis and determined in accordance with GAAP. Notwithstanding the foregoing, the provision for taxes on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of the Company shall be added to Consolidated Net Income to compute Consolidated Cash Flow of the Company only to the extent that a corresponding amount would be permitted at the date of determination to be dividended or otherwise distributed to the Company by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its stockholders.

"Consolidated Equity Capital" means, with respect to the Company as of any date, the sum (without duplication) of (i) the additional paid-in capital of the common stockholders reflected on the consolidated balance sheet of the Company and the Restricted Subsidiaries as of such date plus (ii) the respective amounts reported on the Company's balance sheet as of such date with respect to any series of Capital Stock (other than Disqualified Stock) not included in clause (i) above, less (iii) (x) all write-ups (other than write-ups resulting from foreign currency translations and write-ups of tangible assets of a going concern business made within 12 months after the acquisition of such business) subsequent to the Issue Date in the book value of any asset owned by the Company or a Restricted Subsidiary, (y) all outstanding net Investments as of such date in Persons that are not Restricted Subsidiaries (without giving effect to any write-down or write-off thereof) and (z) the aggregate amount of all Restricted Payments declared or made on or after the Issue Date other than (I) Investments in Persons that are not Restricted Subsidiaries and (II) Restricted Payments made pursuant to Section 4.07(B)(iii).

"Consolidated Leverage Ratio" means, with respect to the Company, as of any date, the ratio of (i) the aggregate consolidated amount of Indebtedness of the Company and the Restricted Subsidiaries then outstanding to (ii) the annualized Consolidated Cash Flow of the Company and the Restricted Subsidiaries for the most recently ended fiscal quarter. For purposes of calculating "Consolidated Cash Flow" for any fiscal quarter for purposes of this definition (i) any Subsidiary of the Company that is a Restricted Subsidiary on the Transaction Date shall be deemed to have been a Restricted Subsidiary at all times during such fiscal quarter and (ii) any Subsidiary of the Company that is

not a Restricted Subsidiary on the Transaction Date shall be deemed not to have been a Restricted Subsidiary at any time during such fiscal quarter. In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated Cash Flow" shall be calculated after giving effect on a pro forma basis for the applicable fiscal quarter to, without duplication, any Asset Sales or Asset Acquisitions (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of the Company or one of the Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of the Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Debt) occurring during the period commencing on the first day of such fiscal quarter to and including the Transaction Date, as if such Asset Sale or Asset Acquisition occurred on the first day of such fiscal quarter.

"Consolidated Net Income" means, with respect to the Company for any
---
period, the aggregate of the Net Income of the Company and the Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that (i) the Net Income (but not loss) of any Person that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the Company or a Restricted Subsidiary thereof by such Person but not in excess of the Company's Equity Interests in such Person, (ii) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, except that the Company's equity in the net income of any such Restricted Subsidiary for such period may be included in such Consolidated Net Income (A) up to the aggregate amount of cash that could have been distributed by such Restricted Subsidiary during such period to the Company as a dividend and (B) if the only restriction on the declaration or payment of dividends or similar distributions by such Restricted Subsidiary is a restriction of the type described in Section 4.08(B)(b), (iii) the Net Income of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded, (iv) the equity of the Company or any Restricted Subsidiary in the Net Income (if positive) of any Unrestricted Subsidiary shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Unrestricted Subsidiary during such period to the Company or such Restricted Subsidiary as a dividend or other distribution (but not in excess of the amount of the Net Income of such Unrestricted Subsidiary for such period), (v) the cumulative effect of a change in accounting principles shall be excluded, (vi) all extraordinary, unusual or nonrecurring gains or losses (net of fees and expenses relating to the transaction giving rise thereto) shall be excluded, (vii) any gain or loss, net of taxes, realized upon the termination of any employee pension benefit plan shall be excluded, and (viii) gains or losses in

respect of any Asset Sales (net of fees and expenses relating to the transaction giving rise thereto) shall be excluded.

"Consolidated Tangible Assets" of the Company as of any date means the
---
total amount of assets of the Company and the Restricted Subsidiaries (less applicable reserves) on a consolidated basis at the end of the fiscal quarter immediately preceding such date, as determined in accordance with GAAP, less: (i) unamortized debt and debt issuance expenses, deferred charges, goodwill, patents, trademarks, copyrights, and all other items which would be treated as intangibles on the consolidated balance sheet of the Company and the Restricted Subsidiaries prepared in accordance with GAAP and (ii) appropriate adjustments on account of minority interests of other Persons holding equity investments in Restricted Subsidiaries, in the case of each of clauses (i) and (ii) above, as reflected on the consolidated balance sheet of the Company and the Restricted Subsidiaries.

"Continuing Directors" means individuals who at the beginning of the
---
period of determination constituted the Board of Directors, together with any new directors whose election by such Board of Directors or whose nomination for election by the stockholders of the Company was approved by a vote of a majority of the directors of the Company then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved or is the designee of any one of the Permitted Holders or any combination thereof or was nominated or elected by any such Permitted Holder(s) or any of their designees.

"Corporate Trust Office of the Trustee" shall be at the address of the
---
Trustee specified in Section 12.02 hereof or such other address as to which the Trustee may give notice to the Company.

"Cumulative Consolidated Cash Flow" means, as of any date of
determination, the cumulative Consolidated Cash Flow realized during the period commencing on the first day of the fiscal quarter which includes the Issue Date and ending on the last day of the last fiscal quarter for which reports have been filed with the Commission or provided to the Trustee pursuant to Section 4.03 preceding the date of the event requiring such calculation to be made.

"Currency Agreement" means, with respect to any Person, any foreign
exchange contract, currency swap agreement or other similar agreement as to which such Person is a party or beneficiary.

"Default" means any event that is, or with the passage of time or the
giving of notice or both would be, an Event of Default.

"Definitive Note" means a certificated Note registered in the name of
the Holder thereof and issued in accordance with Section 2.06 hereof, in the form of Exhibit A-1 hereto except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto, but may bear the Private Placement Legend, if applicable.

"Depositary" means, with respect to the Notes issuable or issued in
whole or in part in global form, the Person specified in Section 2.03 hereof as the Depositary with respect to

the Notes, and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"Disqualified Stock" means any Equity Interest that, by its terms (or
by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature; provided, however, that any Equity Interest that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Equity Interest upon the occurrence of a Change of Control or an Asset Sale shall not constitute Disqualified Stock if the terms of such Equity Interest provide that the Company may not repurchase or redeem such Equity Interest pursuant to such provisions unless such repurchase or redemption complies with Section 4.07.

"Equity Interests" means Capital Stock and all warrants, options or
other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Escrow Account" means an account established with the Escrow Agent by
the Trustee pursuant to the terms of the Escrow Agreement.

"Escrow Agent" means State Street Bank and Trust Company of
California, N.A., in its capacity as escrow agent pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, dated as of the Issue
Date, by and among the Company, the Trustee and the Escrow Agent, governing the disbursement of funds from the Escrow Account, as the same may be amended, modified or supplemented from time to time.

"Escrow Collateral" means the Escrow Account and assets held therein
pledged pursuant to the Escrow Agreement.

"Euroclear" means Morgan Guaranty Trust Company of New York, Brussels
office, as operator of the Euroclear system.

"Exchange Act" means the Securities Exchange Act of 1934, as amended,
together with the rules and regulations promulgated thereunder.

"Exchange Facility" means a facility providing equipment colocation,
direct high-speed connections, switched interconnections and related services to

third party internet related businesses and operations.

"Exchange Notes" means the Notes issued in the Exchange Offer pursuant to Section 2.06(f) hereof.

"Exchange Offer" has the meaning set forth in the Registration Rights Agreement.

"Exchange Offer Registration Statement" has the meaning set forth in the Registration Rights Agreement.

"Existing Indebtedness" means Indebtedness of the Company and the Restricted Subsidiaries in existence on the Issue Date, until such amounts are repaid.

"Foreign Subsidiary" means any Restricted Subsidiary of the Company which (i) is not organized under the laws of the United States, any state thereof or the District of Columbia, and (ii) conducts substantially all of its business operations outside the United States of America.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the Issue Date.

"Global Note Legend" means the legend set forth in Section 2.06(g)(ii), which is required to be placed on all Global Notes issued under this Indenture.

"Global Notes" means, individually and collectively, each of the Restricted Global Notes and the unrestricted Global Notes, in the form of Exhibit A-1 or A-2 hereto issued in accordance with Section 2.01, 2.06(b)(iv), 2.06(d)(ii) or 2.06(f) hereof and bearing the Global Note Legend.

"Government Securities" means securities that are (a) direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentally thereof) the payment of which the full faith and credit of the United States of America is pledged, (b) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America or (c) obligations of a Person the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under any Interest Rate Agreement or Currency Agreement.

"Holder" means a Person in whose name a Note is registered on the Registrar's or any co-registrar's books.

"Indebtedness" means, with respect to any Person, any indebtedness of

such Person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or banker's acceptances or representing Capital Lease Obligations or the balance of the deferred and unpaid purchase price of any property or representing any Hedging Obligations, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing (other than letters of credit (or reimbursement agreements in respect thereof), banker's acceptances and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, as well as all Indebtedness of others secured by a Lien on any asset of such Person (whether or not such Indebtedness is assumed by such Person), Disqualified Stock of such Person and Preferred Stock of such Person's Restricted Subsidiaries and, to the extent not otherwise included, the Guarantee by such Person of any Indebtedness of any other Person. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof, in the case of any Indebtedness issued with original issue discount, but the accretion of original issue discount in accordance with the original terms of Indebtedness issued with an original issue discount will not be deemed to be an incurrence, or (ii) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness. Notwithstanding the foregoing, money borrowed and set aside at the time of the incurrence of any Indebtedness in order to prefund the payment of interest on such Indebtedness shall not be deemed to be "Indebtedness" so long as such money is held to secure the payment of such interest.

"Indenture" means this Indenture, as amended or supplemented from time to time.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Initial Purchaser" shall have the meaning assigned to such term in the Offering Memorandum.

"interest," when used with respect to any Note, means the amount of all interest accruing on such Note, including Liquidated Damages payable on the Notes pursuant to the Registration Rights Agreement and all interest accruing subsequent to the occurrence of any events specified in Sections 6.01(viii) and (ix) hereof or which would have accrued but for any such event, whether or not such claims are allowable under applicable law.

"Interest Payment Date" shall have the meaning assigned to such term in the Notes.

"Interest Rate Agreement" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement to which such Person is a party or beneficiary.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including Guarantees of Indebtedness or other obligations), advances or capital contributions (excluding commission, travel and similar advances to directors, officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If the Company or any of the Restricted Subsidiaries sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary, the Company shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Equity Interests of such Restricted Subsidiary not sold or disposed of in an amount determined as provided in Section 4.07(E).

"Issue Date" means the date of first issuance of the Notes under the Indenture.

"Legal Holiday" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a

Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

"Letter of Transmittal" means the letter of transmittal to be prepared by the Company and sent to all Holders of the Notes for use by such Holders in connection with the Exchange Offer.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in, and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"Liquidated Damages" shall have the meaning specified in the Notes.

"Net Cash Proceeds" means the aggregate amount of cash or Cash Equivalents received by the Company in the case of a sale, or Capital Contribution in respect, of Capital Stock and by the Company and the Restricted Subsidiaries in respect of an Asset Sale plus, in the case of an issuance of Capital Stock upon any exercise, exchange or conversion of securities (including options, warrants, rights and convertible or exchangeable debt) of the Company that were issued for cash on or after the Issue Date, the amount of cash originally received by the Company upon the issuance of such securities (including options, warrants, rights and convertible or exchangeable debt) less, in each case, the sum of all payments, fees, commissions and reasonable and customary expenses (including, without limitation, the fees and expenses of legal counsel and investment banking fees and expenses) incurred in connection with such Asset Sale or sale of Capital Stock, and, in the case of an Asset Sale only, less the amount (estimated reasonably and in good faith by the Company) of income, franchise, sales and other applicable

federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability by the Company or any of its respective Restricted Subsidiaries in connection with such Asset Sale in the taxable year that such sale is consummated or in the immediately succeeding taxable year, the computation of which shall take into account the reduction in tax liability resulting from any available operating losses and net operating loss carryovers, tax credits and tax credit carryforwards, and similar tax attributes.

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (i) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (a) any Asset Sale or (b) the disposition of any securities by such Person or any of the Restricted Subsidiaries and (ii) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"Newly Raised Capital" means funds raised by the Company and the Restricted Subsidiaries after the Issue Date.

"Non-Recourse Debt" means Indebtedness (i) as to which neither the Company nor an Restricted Subsidiary (a) provides any Guarantee or credit support of any kind (including any undertaking, guarantee, indemnity, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable (as a guarantor or otherwise) and (ii) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of the Company or any Restricted Subsidiary to declare a default under such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its Stated Maturity.

"Non-U.S. Person" means a Person who is not a U.S. Person.

"Note Custodian" means the Person specified in Section 2.03 hereof as the Note Custodian with respect to the Global Notes or any successor entity thereto appointed as Note Custodian hereunder and having become such pursuant to the applicable provision of this Indenture.

"Notes" has the meaning assigned to it in the preamble to this

Indenture.

"Offering Memorandum" means the offering memorandum of the Company, dated November 24, 1999, relating to the units consisting of the Notes and the warrants.

"Officer" means the President, the Chief Executive Officer, the Chief Financial Officer and any vice president of the Company.

"Officers' Certificate" means a certificate signed by two Officers.

"Opinion of Counsel" means an opinion from legal counsel who is reasonably acceptable to the Trustee and that meets the requirements of Section 12.05 hereof. The counsel

may be an employee of or counsel to the Company, any Subsidiary of the Company, any Affiliate of the Company or the Trustee.

"pari passu Indebtedness" means Indebtedness of the Company ranking pari passu in right of payment with the Notes.

"Participant" means members of, or participants in, the Depositary.

"Participating Broker-Dealer" has the meaning set forth in the Registration Rights Agreement.

"Permitted Business" means the business of designing, constructing, owning, operating and leasing space within Exchange Facilities together with any other activity reasonably related thereto.

"Permitted Credit Facility" means any senior commercial term loan and/or revolving credit facility (including any letter of credit subfacility) entered into principally with commercial banks and/or other Persons typically party to commercial loan agreements.

"Permitted Foreign Credit Facility" means any senior commercial term loan and/or revolving credit facility (including any letter of credit subfacility) entered into principally with commercial banks and/or other Persons typically party to commercial loan agreements having only Foreign Subsidiaries as obligors thereunder; provided that the Company may be a guarantor of any such Permitted Foreign Credit Facility.

"Permitted Holder" means Benchmark Capital Partners II, L.P., Cisco Systems, Inc., Microsoft Corporation, News Corp., Albert M. Avery, IV, Jay S. Adelson and their respective Related Persons.

"Permitted Investments" means (a) any Investment in the Company or in a Restricted Subsidiary of the Company that is engaged entirely or substantially entirely in a Permitted Business; (b) any Investment in Cash Equivalents; (c) any Investment by the Company or any of the Restricted Subsidiaries in a Person, if as a result of such Investment (i) such Person becomes a Restricted Subsidiary of the Company that is engaged entirely or substantially entirely in a Permitted Business or (ii) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company that is engaged entirely or substantially entirely in a Permitted Business; (d) loans or advances to employees of the Company or any Restricted Subsidiary in an amount not to exceed $5 million at any time outstanding; (e) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale made in compliance with Section 4.10; and (f) Investments in securities of trade creditors or customers received pursuant to any plan of reorganization or similar arrangement arising out of the bankruptcy or insolvency of such trade creditors or customers.

"Permitted Liens" means (i) Liens to secure Indebtedness (x) permitted by Sections 4.09(b)(vi) and (vii), provided that with respect to Liens to secure Indebtedness permitted by Section 4.09(b)(vi) or any Permitted Refinancing Indebtedness of such Indebtedness, such Lien must cover only the assets acquired with such Indebtedness, and (y)

incurred under a Permitted Credit Facility or a Permitted Foreign Credit Facility and permitted by Section 4.09(b)(v); (ii) Liens in favor of the Company or any Restricted Subsidiary; (iii) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Company or any of the Restricted Subsidiaries, provided that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with the Company or such Restricted Subsidiary; (iv) Liens on property existing at the time of acquisition thereof by the Company or any of the Restricted Subsidiaries, provided that such Liens were in existence prior to the contemplation of such acquisition; (v) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business; (vi) Liens existing on the Issue Date; (vii) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, provided that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor; (viii) zoning restrictions, rights-of-way, easements and similar charges or encumbrances incurred in the ordinary course which in the aggregate do not detract from the value of the property thereof; (ix) Liens securing the Notes; (x) Liens incurred in the ordinary course of business of the Company or any of the Restricted Subsidiaries with respect to obligations that do not exceed 5% of the Company's Consolidated Tangible Assets at any one time outstanding and that (a) are not incurred in connection with the borrowing of money or the obtaining of advances or credit (other than trade credit in the ordinary course of business) and (b) do not in the aggregate materially detract from the value of the property or materially impair the use thereof in the operation of business by the Company or such Restricted Subsidiary; and (xi) Liens securing money borrowed (or any securities purchased therewith) which is (or are, in the case of securities) set aside at the time of the incurrence of any Indebtedness permitted to be incurred under Section 4.09 in order to prefund the payment of interest on such Indebtedness.

"Permitted Recourse Debt" means Indebtedness as to which the Company
---
is contingently liable as a guarantor or indemnitor or as to which the Company has agreed to otherwise provide credit support, in any such case to the extent that the maximum possible liability of the Company in respect of any such Indebtedness, at the time of its incurrence by the Company is permitted to be incurred as Permitted Indebtedness pursuant to clause (iv) of the definition thereof.

"Permitted Refinancing Indebtedness" means any Indebtedness of the
---
Company or any of the Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund, other Indebtedness of the Company or any of the Restricted Subsidiaries (other than Indebtedness incurred pursuant to clause (iii), (iv), (vii) or (viii) of the definition of Permitted Indebtedness); provided that: (i) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount of (or accreted value, if applicable), plus accrued interest on, the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of any premium required to be paid in connection with such refinancing pursuant to the terms of such Indebtedness or otherwise reasonably determined by the Company to be necessary and reasonable expenses incurred in connection therewith); (ii) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted

Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; (iii) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is expressly subordinated in right of payment to, the Notes on terms at least as favorable to the Holders as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; (iv) if such Permitted Refinancing Indebtedness refinances Indebtedness of a Restricted Subsidiary, such Permitted Refinancing Indebtedness is incurred either by the Company or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and (v) such Permitted Refinancing Indebtedness is secured only by the assets, if any, that secured the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"Person" means any individual, corporation, partnership, joint
---
venture, limited liability company, incorporated or unincorporated association, joint-stock company, trust, unincorporated organization or government or other

agency or political subdivision thereof or other entity of any kind.

"Preferred Stock" means any Equity Interest of any class or classes of a Person (however designated) which is preferred as to payments of dividends, or as to distributions upon any liquidation or dissolution, over Equity Interests of any other class of such Person.

"Private Exchange Notes" shall have the meaning specified in the Registration Rights Agreement.

"Private Placement Legend" means the legend set forth in Section 2.06(g)(i) to be placed on all Notes issued under this Indenture except where otherwise permitted by the provisions of this Indenture.

"Purchase Money Indebtedness" means Indebtedness (including Acquired Debt, in the case of Capital Lease Obligations, mortgage financings and purchase money obligations) incurred for the purpose of financing all or any part of the cost of the engineering, construction, installation, importation, acquisition, lease, development or improvement of any assets used by the Company or any Restricted Subsidiary in a Permitted Business, including any related notes, Guarantees, collateral documents, instruments and agreements executed in connection therewith, as the same may be amended, supplemented, modified or restated from time to time. The Company in its sole discretion shall determine whether any item of Indebtedness or portion thereof meeting the foregoing criteria shall be classified as Purchase Money Indebtedness for the purposes of Secton 4.09.

"Qualified Consideration" means all assets, rights (contractual or otherwise) and properties, whether tangible or intangible, used or intended for use in a Permitted Business and the Equity Interests of a Person engaged entirely or substantially entirely in a Permitted Business.

"QIB" means a "qualified institutional buyer," as defined in Rule 144A.

"Record Date" for the interest payable on any Interest Payment Date means the May 15 or November 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the date hereof, by and among the Company and the other parties named on the signature pages thereof, as such agreement may be amended, modified or supplemented from time to time.

"Registration Statement" means either the Exchange Offer Registration Statement or the Shelf Registration Statement.

"Regulation S" means Regulation S promulgated under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as appropriate.

"Regulation S Permanent Global Note" means a permanent Global Note in the form of Exhibit A-1 hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding aggregate principal amount of the Regulation S Temporary Global Note upon expiration of the Restricted Period.

"Regulation S Temporary Global Note" means a temporary Global Note in the form of Exhibit A-2 hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding aggregate principal amount of the Notes initially sold in reliance on Rule 903 of Regulation S.

"Related Person" means any Person who controls, is controlled by or is under common control with a Permitted Holder; provided, that for purposes of

this definition "control" means the beneficial ownership of more than 50% of the total voting power of a Person normally entitled to vote in the election of directors, managers or trustees, as applicable, of a Person; provided, further, that with respect to any natural Person, each member of such Person's immediate family shall be deemed to be a Related Person of such Person.

"Responsible Officer," when used with respect to the Trustee, means any officer within the Corporate Trust Department of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Restricted Definitive Note" means a Definitive Note bearing the Private Placement Legend.

"Restricted Global Note" means a Global Note bearing the Private Placement Legend and includes 144A Global Notes and Regulation S Global Notes.

"Restricted Investment" means any Investment other than a Permitted Investment.

"Restricted Note" means either a Restricted Definitive Note or a Restricted Global Note.

"Restricted Period" means the 40-day distribution compliance period as defined in Regulation S.

"Restricted Subsidiary" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary. Unless the context specifically requires otherwise, Restricted Subsidiary includes a direct or indirect Restricted Subsidiary of the Company.

"Rule 144" means Rule 144 promulgated under the Securities Act.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 903" means Rule 903 promulgated under the Securities Act.

"Rule 904" means Rule 904 promulgated under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended (or any successor Act), and the rules and regulations promulgated thereunder (or respective successor thereto).

"Senior Debt" means all Indebtedness of the Company which is not expressly by its terms, subordinate or junior in right of payment to the Notes.

"Shelf Registration Statement" means the Shelf Registration Statement as defined in the Registration Rights Agreement.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Issue Date.

"Special Record Date" for the payment of any defaulted interest means a date fixed by the Trustee pursuant to Section 2.12 hereof.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subordinated Indebtedness" means Indebtedness of the Company that is
subordinated in right of payment by its terms or the terms of any document or instrument or instrument relating thereto to the Notes, in any respect.

"Subsidiary" means, with respect to any Person, (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital

Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) as in effect on the date on which this Indenture is qualified under the TIA, except as set forth in Section 9.03.

"Transaction Date" means the date of the transaction giving rise to the need to calculate the Consolidated Leverage Ratio or the Consolidated Capital Ratio, as the case may be.

"Trustee" means the party named as such above until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"Unrestricted Definitive Note" means one or more Definitive Notes that do not bear and are not required to bear the Private Placement Legend.

"Unrestricted Global Note" means a permanent Global Note in the form of Exhibit A-1 attached hereto that bears the Global Note Legend and that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, and that is deposited with or on behalf of and registered in the name of the Depositary, representing Notes that do not bear the Private Placement Legend.

"Unrestricted Subsidiary" means (i) any Subsidiary of the Company that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a Board Resolution, but only to the extent that such Subsidiary at the time of such designation: (a) has no Indebtedness other than Non-Recourse Debt and Permitted Recourse Debt; (b) is a Person with respect to which neither the Company nor any of the Restricted Subsidiaries has any direct or indirect obligation to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and (c) has not Guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of the Restricted Subsidiaries. Any such designation by the Board of Directors shall be evidenced by filing with the Trustee a certified copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions and was permitted by Section 4.07. The Board of Directors may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (i) such Indebtedness is permitted under Section 4.09, calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period, and (ii) no Default or Event of Default would be in existence following such designation.

"U.S. Government Securities" means securities that are direct obligations of the United States of America for the payment of which its full faith and credit is pledged.

"U.S. Person" means a U.S. person as defined in Rule 902(o) under the Securities Act.

"Voting Stock" of any Person as of any date means the Capital Stock of

such Person that is at the time entitled to vote in the election of the board of directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (ii) the then outstanding principal amount of such Indebtedness.

"Wholly-Owned Restricted Subsidiary" of any Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by such Person and one or more Wholly Owned Restricted Subsidiaries of such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

SECTION 1.2 Other Definitions.

Term	Defined in Section
"Affiliate Transaction"	4.11
"Asset Sale Offer"	4.10
"Authentication Order"	2.02
"Change of Control Offer"	4.14
"Change of Control Payment"	4.14
"Change of Control Payment Date"	4.14
"Costs"	4.09
"Covenant Defeasance"	8.03
"Designation"	4.07
"Events of Default"	6.01
"Excess Proceeds"	4.10
"incur"	4.09
"Investment Company Act"	4.18
"Legal Defeasance"	8.02
"Offer Amount"	3.09
"Offer Period"	3.09
"Paying Agent"	2.03
"Permitted Indebtedness"	4.09
"Purchase Date"	3.09

"Reference Date"	1.01
"Registrar"	2.03
"Registration"	4.03
"Restricted Payments"	4.07
"Revocation"	4.07

SECTION 1.3 Trust Indenture Act Definitions

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

"indenture securities" means the Notes;

"indenture security holder" means a Holder;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the Notes means the Company and any successor obligor upon the Notes.

All other terms used but not otherwise defined in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by Commission rule under the TIA have the meanings so assigned to them.

SECTION 1.4 Rules of Construction

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular;

(5) provisions apply to successive events and transactions;

(6) references to sections of or rules under the Securities Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the Commission from time to time;

(7) "herein," "hereof" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision; and

(8) the words "including," "includes" and similar words shall be deemed to be followed by "without limitation."

ARTICLE 2

THE NOTES

SECTION 2.1 Form and Dating.

(a) General.

The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibits A-1 and A-2 hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage or agreements to which the Company is subject. Each Note shall be dated the date of its authentication. The Notes shall be in denominations of $1,000 and integral multiples thereof.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) Global Notes.

Notes issued in global form shall be substantially in the form of Exhibits A-1 or A-2 attached hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form of Exhibit A-1 attached hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the aggregate principal amount of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, repurchases and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Note Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(c) Temporary Global Notes.

Notes offered and sold in reliance on Regulation S shall be issued initially in the form of the Regulation S Temporary Global Notes, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, at the Corporate Trust Office of the

Trustee, as custodian for the Depositary, registered in the name of the Depositary or the nominee of the Depositary for the accounts of designated agents holding on behalf of Euroclear or CEDEL Bank, duly executed by the Company and authenticated by the Trustee as hereinafter provided. Upon termination of the Restricted Period and the receipt by the Trustee of (i) a

written certificate from the Depositary, together with copies of certificates from Euroclear and CEDEL Bank certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Restricted Period pursuant to another exemption from registration under the Securities Act and who will take delivery of a beneficial ownership interest in a 144A Global Note bearing a Private Placement Legend, all as contemplated by Section 2.06(b)(iii) hereof), and (ii) an Officers' Certificate from the Company, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in Regulation S Permanent Global Notes pursuant to the Applicable Procedures. Simultaneously with the authentication of Regulation S Permanent Global Notes, the Trustee shall, upon direction of the Company, cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

(d) Euroclear and CEDEL Bank Procedures Applicable.

The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of CEDEL Bank" and "Customer Handbook" of CEDEL Bank shall be applicable to transfers of beneficial interests in the Regulation S Temporary Global Note and the Regulation S Permanent Global Notes that are held by Participants through Euroclear or CEDEL Bank.

SECTION 2.2 Execution and Authentication.

Two Officers or one Officer and the Secretary or an Assistant Secretary of the Company shall sign the Notes for the Company by manual or facsimile signature.

If an Officer, Secretary or Assistant Secretary whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee shall, upon a written order of the Company signed by two Officers or one Officer and the Secretary or an Assistant Secretary of the Company (an "Authentication Order"), authenticate Notes for original issue up to the aggregate principal amount stated in paragraph 4 of the Notes. The aggregate principal amount of Notes outstanding at any time may not exceed such amount except as provided in Section 2.07 hereof.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may

do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

SECTION 2.3 Registrar and Paying Agent.

The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("Registrar," which term shall also include any co-registrar) and an office or agency where Notes may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company shall notify the Trustee in writing of the name and address of any Paying Agent not a party to this Indenture. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

The Company initially appoints The Depository Trust Company ("DTC") to act as Depositary with respect to the Global Notes.

The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Note Custodian with respect to the Global Notes.

The Trustee is authorized to enter into a letter of representations

with DTC in the form provided to the Trustee by the Company and to act in accordance with such letter.

SECTION 2.4 Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium or Liquidated Damages, if any, or interest on the Notes, and shall notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all such money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all such money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary) shall have no further liability for the money. If the Company or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Paying Agent for the Notes.

SECTION 2.5 Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven Business Days before each Interest Payment Date and at such other

times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders and the Company shall otherwise comply with TIA Section 312(a).

SECTION 2.6 Transfer and Exchange.

(a) Transfer and Exchange of Global Notes.

A Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes will be exchanged by the Company for Definitive Notes if (i) the Company delivers to the Trustee a notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Company within 120 days after the date of such notice from the Depositary or (ii) the Company in its sole discretion determines that the Global Notes (in whole but not in part) should be exchanged for Definitive Notes and delivers a written notice to such effect to the Trustee; provided that in no event shall the Regulation S Temporary Global Note be exchanged by the Company for Definitive Notes prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates determined by the Company to be required pursuant to Rule 903(c)(3)(ii)(B) under the Securities Act. Upon the occurrence of either of the preceding events in (i) or (ii) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof pursuant to this Section 2.06 or Section 2.07 or 2.10 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a); however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b), (c) or (f) hereof.

(b) Transfer and Exchange of Beneficial Interests in the Global Notes.

The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein and therein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note.

Beneficial interests in any Restricted Global Note may be transferred to Persons

who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; provided, however, that prior to the expiration of the Restricted Period transfers of beneficial interests in the Temporary Regulation S Global Note may not be made to a U.S. Person or for the account or

benefit of a U.S. Person (other than an Initial Purchaser or to a transferee who will take delivery of a beneficial ownership interest in a 144A Global Note bearing a Private Placement Legend in accordance with Section 2.06(b)(iii) hereof). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(i) above, the transferor of such beneficial interest must deliver to the Depositary either (A) (1) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase or (B) (1) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (1) above, provided that in no event shall Definitive Notes be issued upon the transfer or exchange of beneficial interests in the Regulation S Temporary Global Note prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates determined by the Company to be required pursuant to Rule 903 under the Securities Act. Upon consummation of an Exchange Offer by the Company in accordance with Section 2.06(f) hereof, the requirements of this Section 2.06(b)(ii) shall be deemed to have been satisfied upon receipt by the Registrar of the instructions contained in the Letter of Transmittal delivered by the Holder of such beneficial interests in the Restricted Global Notes. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(h) hereof.

(iii) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(ii) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in the 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof; and

(B) if the transferee will take delivery in the form of a beneficial interest in the Regulation S Temporary Global Note or the Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof.

(iv) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in the Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note transferred to a Person who takes delivery thereof in the form of a beneficial interest in a Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.06(b)(ii) above and:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the holder of the beneficial interest to be transferred, in the case of an exchange,

or the transferee, in the case of a transfer, makes the certification required by Section 5 of the Registration Rights Agreement in the applicable Letter of Transmittal or via the Depositary's book-entry system;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Participating Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(2) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (3)(c) or (4) thereof; and, in each such case set forth in this subparagraph (D), if the Company or the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Company or the Registrar, as applicable, to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to subparagraph (B) or (D) above at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (B) or (D) above.

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer or Exchange of Beneficial Interests for Definitive Notes.

(i) Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes. If any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof; or

(E) if such beneficial interest is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof,

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(h) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate

principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall make available for delivery such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(i) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(ii) Notwithstanding Sections 2.06(c)(i)(A) and (C) hereof, a beneficial interest in the Regulation S Temporary Global Note may not be exchanged for a Definitive Note or transferred to a Person who takes delivery thereof in the form of a Definitive Note prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates determined by the Company to be required pursuant to Rule 903(c)(3)(ii)(B) under the Securities

Act, except in the case of a transfer pursuant to an exemption from the registration requirements of the Securities Act other than Rule 903 or Rule 904.

(iii) Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes. A holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the holder of such beneficial interest, in the case of an exchange, or the transferee, in the case of a transfer, makes the certifications required by Section 5 of the Registration Rights Agreement in the applicable Letter of Transmittal;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Participating Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Definitive Note that does not bear the Private Placement Legend, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(2) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note that does not bear the Private Placement Legend, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (3)(c) or (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Company or the Registrar so requests or if the Applicable Procedures so require, an opinion of counsel in form reasonably acceptable to the Company or the Registrar, as applicable, to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iv) Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes. If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Section 2.06(b)(ii) hereof, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section

2.06(h) hereof, and the Company shall execute and the Trustee shall authenticate and make available for delivery to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued

in exchange for a beneficial interest pursuant to this Section 2.06(c)(iv) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall make available for delivery such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(iv) shall not bear the Private Placement Legend.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests.

(i) Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof; or

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof, upon confirmation of such receipt, the Trustee shall cancel the Restricted Definitive Note, increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note, and in the case of clause (C) above, the Regulation S Global Note, in each case, bearing the Private Placement Legend.

(ii) Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, makes the certification required under Section 5 of the Registration Rights Agreement in the applicable Letter of Transmittal;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Participating Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(2) if the Holder of such Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (3)(c) or (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Company or Registrar so requests or if the Applicable Procedures so require, an opinion of counsel in form reasonably acceptable to the Company or Registrar, as applicable, to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon confirmation by the Registrar of satisfaction of the conditions of any of the subparagraphs in this Section 2.06(d)(ii), the Trustee shall cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(iii) Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest in a Global Note is effected pursuant to subparagraph (ii)(B), (ii)(D) or (iii) above at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of Definitive Notes so transferred.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes.

Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.06(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder

or by his attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e).

(i) Restricted Definitive Notes to Restricted Definitive Notes.

Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof;

(C) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof; or

(D) if such beneficial interest is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof.

(ii) Restricted Definitive Notes to Unrestricted Definitive Notes.

Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, makes the certification required by Section 5 of the Registration Rights Agreement in the applicable Letter of Transmittal;

(B) any such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) any such transfer is effected by a Participating Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(2) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (3)(c) or (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Company or Registrar so requests, an opinion of counsel in form reasonably acceptable to the Company or Registrar, as applicable, to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) Unrestricted Definitive Notes to Unrestricted Definitive Notes. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) Exchange Offer.

Upon the consummation of the Exchange Offer in accordance with the Registration Rights Agreement, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate (i) one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of the beneficial interests in the Restricted Global Notes tendered for acceptance by Persons that make the certifications required by Section 5 of the Registration Rights Agreement in the applicable Letters of Transmittal or via the Depositary's book-entry system, and accepted for exchange in the Exchange Offer and (ii) Definitive Notes in an aggregate principal amount equal to the aggregate principal amount of the Restricted Definitive Notes tendered for acceptance by Persons that make the certifications required by Section 5 of the Registration Rights Agreement in the applicable Letters of Transmittal, and accepted for exchange in the Exchange Offer. Concurrently with the issuance of such Notes, the Trustee shall cause the aggregate principal amount of the applicable Restricted Global Notes to be reduced accordingly, and the Company shall execute and the Trustee shall authenticate and make available for delivery to the Persons designated by the Holders of Definitive Notes so accepted Definitive Notes in the appropriate principal amount.

(g) Legends. The following legends shall appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(i) Private Placement Legend.

(A) Except as permitted by subparagraph (B) below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT").

THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, AGREES FOR THE BENEFIT OF THE ISSUER THAT THIS SECURITY MAY NOT BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF THE SECURITY, IN EITHER CASE OTHER THAN (1) TO THE ISSUER, (2) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF

TRANSFER ON THE REVERSE OF THIS SECURITY), (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY), AND, IF SUCH TRANSFER IS BEING EFFECTED BY CERTAIN TRANSFERORS SPECIFIED IN THE INDENTURE (AS DEFINED BELOW) PRIOR TO THE EXPIRATION OF THE APPLICABLE "DISTRIBUTION COMPLIANCE PERIOD" (WITHIN THE MEANING OF RULE 903(c)(3) OF REGULATION S UNDER THE SECURITIES ACT), A CERTIFICATE WHICH MAY BE OBTAINED FROM THE ISSUER OR THE TRUSTEE OR TRANSFER AGENT IS DELIVERED BY THE TRANSFEREE TO THE ISSUER AND THE TRUSTEE AND/OR TRANSFER AGENT, (4) TO AN INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY) THAT IS ACQUIRING THIS SECURITY FOR INVESTMENT PURPOSES AND NOT FOR DISTRIBUTION, AND A CERTIFICATE IN THE FORM ATTACHED TO THIS SECURITY IS DELIVERED BY THE TRANSFEREE TO THE ISSUER AND THE TRUSTEE AND/OR TRANSFER AGENT, (5) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 (IF APPLICABLE) UNDER THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY OTHER APPLICABLE SECURITIES LAWS. AN "INSTITUTIONAL ACCREDITED INVESTOR" HOLDING THIS SECURITY AGREES IT WILL FURNISH TO THE ISSUER AND THE TRUSTEE AND/OR TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS THEY MAY REASONABLY REQUIRE TO CONFIRM THAT ANY TRANSFER BY IT OF THIS SECURITY COMPLIES

WITH THE FOREGOING RESTRICTIONS. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT IS (1) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A OR (2) AN INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT AND THAT IT IS HOLDING THIS SECURITY FOR INVESTMENT PURPOSES AND NOT FOR DISTRIBUTION OR (3) A NON-U.S. PERSON OUTSIDE THE UNITED STATES WITHIN THE MEANING OF (OR AN ACCOUNT SATISFYING THE REQUIREMENTS OF) RULE 902 UNDER REGULATION S UNDER THE SECURITIES ACT."

(B) Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraphs (b)(iv), (c)(iii), (d)(ii), (d)(iii), (e)(ii), (e)(iii) or (f) of this Section 2.06 (and all Notes issued in exchange therefor or substitution thereof) shall not bear the Private Placement Legend.

(ii) Global Note Legend. Each Global Note shall bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY."

(iii) Regulation S Temporary Global Note Legend. The Regulation S Temporary Global Note shall bear a legend in substantially the following form:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, PRIOR TO THE EXPIRATION OF A DISTRIBUTION COMPLIANCE PERIOD (DEFINED AS 40 DAYS AFTER THE ISSUE DATE WITH RESPECT TO THE NOTES), MAY NOT BE: OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A)(1) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S, AS DEFINED IN THE SECURITIES ACT, OR (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE

144A UNDER THE SECURITIES ACT ("RULE 144A") IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144, AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES.

THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR CERTIFICATED NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN). NEITHER

THE HOLDER NOR THE BENEFICIAL OWNERS OF THIS REGULATION S TEMPORARY GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF INTEREST HEREON."

(h) Cancellation and/or Adjustment of Global Notes.

At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction, and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(i) General Provisions Relating to Transfers and Exchanges.

(ii) To permit registrations of transfers and exchanges, the Company shall, subject to the other provisions of this Section 2.06, execute and the Trustee shall authenticate Global Notes and Definitive Notes upon the Company's order or at the Registrar's request.

(iii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.10, 3.06, 3.09, 4.10, 4.14 and 9.05 hereof).

(iv) The Registrar shall not be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(v) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(vi) The Company shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 Business Days before the day of the mailing of a notice of redemption or repurchase under Section 3.02 or 4.14 hereof, as applicable, and ending at the close of business on such day, (B) to register the transfer of or to exchange any Note so selected for redemption or repurchase in whole or in part, except the unredeemed portion of any Note being redeemed or repurchased in part or (c) to register the transfer of or to exchange a Note between a Record Date and the next succeeding Interest Payment Date.

(vii) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Company shall be affected by notice to the contrary.

(viii) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.

(ix) All certifications, certificates and opinions of counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

(x) Each Holder agrees to indemnify the Trustee and the Registrar against any liability that may result from the transfer, exchange or assignment of such Holder's Note in violation of any provision of this Indenture and/or applicable United States federal or state securities law.

(xi) Neither the Trustee nor the Registrar shall have any obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Participants or beneficial owners of interests in any

Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.7 Replacement Notes.

If any mutilated Note is surrendered to the Trustee or the Company and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of

the Trustee and the Company to protect the Company, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto, and may charge for its expenses (including the fees and expenses of the Trustee and reasonable attorney's fees and expenses) in replacing a Note.

Every replacement Note is an additional obligation of the Company and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

If any mutilated, lost, stolen or destroyed Note has become or is about to become due and payable, the Company, in its sole discretion, may, instead of issuing a new Note, pay such Note.

SECTION 2.8 Outstanding Notes.

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section as not outstanding. Except as set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser or protected purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Company, a Subsidiary or an Affiliate of any thereof) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

SECTION 2.9 Treasury Notes.

In determining whether the Holders of the required aggregate principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company, or by any Person that is an Affiliate of the Company, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that the Trustee knows are so owned shall be so disregarded.

SECTION 2.10 Temporary Notes.

Until certificates representing Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the company considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Notes in exchange for temporary Notes.

Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

SECTION 2.11 Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall destroy cancelled Notes (subject to the record retention requirements of the Exchange Act). Certification of the destruction of all canceled Notes shall be delivered to the Company. The Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

SECTION 2.12 Defaulted Interest.

If the Company defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent Special Record Date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Company shall fix or cause to be fixed each such Special Record Date and payment date, provided that no such Special Record Date shall be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the Special Record Date, the Company (or, upon the written request of the Company, the Trustee in the name and at the expense of the company) shall mail or cause to be mailed to Holders a notice that states the Special Record Date, the related payment date and the amount of such interest to be paid. The defaulted interest shall be considered paid upon deposit with the Trustee or the Paying Agent of an amount of money equal to the aggregate amount proposed to be paid in respect of such defaulted interest, and interest on such defaulted interest shall thereafter cease to accrue from that date. The Company may make payment of any defaulted interest in any other lawful manner not inconsistent with the requirements of any securities exchange or other trading market on which the securities of the company are listed or traded, and upon such notice as may be required by such exchange or trading market, if, after written notice given by the Company to the Trustee of the proposed payment, such manner of payment shall be deemed practicable by the Trustee.

SECTION 2.13 Cusip Numbers.

The Company in issuing the Notes may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use CUSIP numbers in notice of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or the omission of such numbers. The Company shall promptly notify the Trustee of any change in the CUSIP numbers.

ARTICLE 3

REDEMPTION AND PREPAYMENT

SECTION 3.1 Notices to Trustee.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof, it shall furnish to the Trustee, at least 35 days but not more than 60 days before a redemption date, an Officers' Certificate setting forth (i) the clause of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Notes to be redeemed, (iv) the redemption price and (v) the CUSIP numbers of the Notes to be redeemed.

SECTION 3.2 Selection of Notes to Be Redeemed.

If less than all of the Notes are to be redeemed at any time, the Trustee shall select the Notes to be redeemed or purchased among the Holders of the Notes in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not so listed, on a pro rata basis, by lot or in accordance with any other method the Company considers fair and appropriate. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected shall be in amounts of $1,000 or whole multiples of $1,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

SECTION 3.3 Notice of Redemption.

Subject to the provisions of Section 3.09 hereof, at least 30 days but not more than 60 days before a redemption date, the Company shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address. The notice shall identify the Notes to be redeemed and shall state:

(a) the redemption date;

(b) the redemption price;

(c) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion shall be issued upon cancellation of the original Note;

(d) the name and address of the Paying Agent;

(e) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that, unless the Company defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;

(g) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense; provided, however, that the Company shall have delivered to the Trustee, at least 45 days prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

SECTION 3.4 Effect of Notice of Redemption.

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. A notice of redemption may not be conditional.

SECTION 3.5 Deposit of Redemption Price.

Prior to 12:00 noon New York City time on the redemption date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued interest on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued interest on, all Notes to be redeemed.

If the Company complies with the provisions of the preceding paragraph, on and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. If a Note is redeemed on or after a Record Date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest shall be paid to the Person in

whose name such Note was registered at the close of business on such Record Date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption date until such principal is paid, and to the extent lawful on any interest not

paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

SECTION 3.6 Notes Redeemed in Part.

Upon surrender and cancellation of a Note that is redeemed in part, the Company shall issue and, upon the Company's written, request, the Trustee shall authenticate, for the Holder at the expense of the Company a new Note equal in principal amount to the unredeemed portion of the Note surrendered.

SECTION 3.7 Optional Redemption.

(a) The Notes will not be redeemable at the Company's option prior to December 1, 2003. Thereafter, the Notes will be subject to redemption at any time at the option of the Company, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon to the applicable redemption date (subject to the right of Holders as of the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period beginning on December 1 of the years indicated below:

Year	Percentage of Principal Amount
2003	106.500%
2004	103.250%
2005 and thereafter	100.000%

(b) Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Section 3.01 through 3.06 hereof.

SECTION 3.8 Mandatory Redemption.

Except as provided in Sections 4.10 and 4.14 hereof, the Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

SECTION 3.9 Offer to Purchase by Application of Excess Proceeds.

In the event that, pursuant to Section 4.10 hereof, the Company shall be required to commence an Asset Sale Offer, it shall follow the procedures specified below.

The Asset Sale Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required

by applicable law (the "Offer Period"). No later than five Business Days after the termination of the Offer Period (the "Purchase Date"), the Company shall purchase the principal amount of Notes required to be purchased pursuant to Section 4.10 hereof (the "Offer Amount") or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Asset Sale Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

If the Purchase Date is on or after a Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such Record Date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Asset Sale Offer.

Upon the commencement of an Asset Sale Offer, the Company shall send, by first class mail, a notice to the Trustee and each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The Asset Sale offer shall be made to all Holders. The notice, which shall govern the terms of the Asset Sale offer, shall state:

(a) that the Asset Sale Offer is being made pursuant to this Section 3.09 and Section 4.10 hereof and the length of time the Asset Sale Offer shall remain open;

(b) the Offer Amount, the purchase price and the Purchase Date;

(c) that any Note not tendered or accepted for payment shall continue to accrue interest;

(d) that, unless the Company defaults in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Purchase Date;

(e) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may only elect to have all of such Note purchased and may not elect to have only a portion of such Note purchased;

(f) that Holders electing to have a Note purchased pursuant to any Asset Sale Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, or transfer by book-entry transfer, to the Company, a depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(g) that Holders shall be entitled to withdraw their election if the Company, the depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the aggregate principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(h) that, if the aggregate principal amount of Notes surrendered by Holders exceeds the Offer Amount, the Company shall select the Notes to be purchased on a pro rata

basis (with such adjustments as may be deemed appropriate by the Company so that only Notes in denominations of $1,000, or integral multiples thereof, shall be purchased); and

(i) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before 12:00 noon New York City time on the Purchase Date, the Company shall, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Offer Amount or portions thereof tendered pursuant to the Asset Sale offer, or if less than the Offer Amount has been tendered, all Notes tendered, and shall deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 3.09. The Company, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Company for purchase, and the Company shall promptly issue a new Note, and the Trustee, upon written request from the Company, shall authenticate and mail or deliver such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof. The Company shall publicly announce the results of the Asset Sale Offer on the Purchase Date.

Other than as specifically provided in this Section 3.09, any purchase pursuant to this Section 3.09 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

ARTICLE 4

COVENANTS

SECTION 4.1 Payment of Notes.

The Company shall pay or cause to be paid the principal of, premium, if any, and interest and Liquidated Damages, if any, on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest and Liquidated Damages, if any, shall be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary thereof, holds as of 12:00 noon New York City time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest and Liquidated Damages, if any, then due.

Notwithstanding anything to the contrary in this Indenture, the Company may, to the extent it is required to do so by law, deduct or withhold income or other similar taxes imposed by the United States of America from principal or interest payments hereunder.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to 1% per annum in excess of the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in

any proceeding under any Bankruptcy Law) on overdue installments of

interest and Liquidated Damages (without regard to any applicable grace period) at the same rate to the extent lawful.

SECTION 4.2 Maintenance of Office or Agency.

The Company shall maintain in the Borough of Manhattan, the City of New York, an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, the City of New York for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The company hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Company in accordance with Section 2.03 hereof.

SECTION 4.3 Reports.

At all times from and after the date of the commencement of an Exchange Offer or the effectiveness of a shelf registration statement with respect to the Notes (the "Registration"), whether or not the Company is then required to file reports with the Commission, the Company shall file with the Commission all such reports and other information as it would be required to file with the Commission by Sections 13(a) or 15(d) under the Exchange Act if it were subject thereto. The Company shall supply the applicable Trustee and each applicable Holder or shall supply to the applicable Trustee for forwarding to each such applicable Holder, without cost to such Holder, copies of such reports and other information. At all times prior to the date of the Registration, the Company shall, at its cost, deliver to the Trustee and each Holder of the Notes quarterly and annual reports substantially equivalent to those which would be required by the Exchange Act if the Company were subject thereto. In addition, at all times prior to the Registration, upon the request of any Holder or any prospective purchaser of the Notes designated by a Holder, the Company shall supply to such Holder or such prospective purchaser the information required under Rule 144A under the Securities Act.

SECTION 4.4 Compliance Certificate.

(a) The Company shall deliver to the Trustee within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the

signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto. For purposes of this paragraph, such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.

(b) So long as not contrary to the then current recommendations of the American Institute of Certified Public Accountants, the year-end financial

statements delivered pursuant to Section 4.03(a) hereof shall be accompanied by a written statement of the Company's independent public accountants (who shall be a firm of established national reputation) that in making the examination necessary for certification of such financial statements, nothing has come to their attention that would lead them to believe that the Company has violated any provisions of Article 4 or Article 5 hereof or, if any such violation has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any Person for any failure to obtain knowledge of any such violation.

(c) The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

(d) If Liquidated Damages are payable under the Registration Rights Agreement, the Company shall deliver to the Trustee a certificate to that effect stating (i) the amount of Liquidated Damages that is payable and (ii) the date on which Liquidated Damages is payable. Unless and until a Responsible Officer of the Trustee receives at the Corporate Trust Office such a certificate, the Trustee may assume without inquiry that no Liquidated Damages are payable. If Liquidated Damages have been paid by the Company directly to the persons entitled to them, the Company shall deliver to the Trustee a certificate setting forth the particulars of such payment.

SECTION 4.5 Taxes.

The Company shall pay, and shall cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

SECTION 4.6 Stay, Extension and Usury Laws.

The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as through no such law has been enacted.

SECTION 4.7 Restricted Payments.

(A) The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Company's Equity Interests or to the direct or indirect holders of the Company's Equity Interests in their capacity as stockholders (other than dividends or distributions payable (a) in Equity Interests (other than Disqualified Stock) of the Company or (b) to the Company or a Restricted Subsidiary of the Company);

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Company or any direct or indirect parent of the Company (other than any such Equity Interests owned by the Company or any Restricted Subsidiary of the Company);

(iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Subordinated Indebtedness, except a payment of interest or principal at any Stated Maturity; or

(iv) make any Restricted Investment

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless:

(a) at the time of and after giving effect to such Restricted Payment, no Default or Event of Default shall have occurred and be continuing;

(b) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable period, have been permitted to incur at

least $1.00 of additional Indebtedness pursuant to Section 4.09(a); and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and the Restricted Subsidiaries on or after the Issue Date, is less than the sum, without duplication, of

(i) the amount of the Company's (x) Cumulative Consolidated Cash Flow determined at the time of such Restricted Payment less (y) 150% of the cumulative consolidated interest expense, determined for the period commencing on the first day of the fiscal quarter which includes the Issue Date and ending on the last day of the last fiscal quarter preceding the date on which such Restricted Payment is to be made for which reports have been filed with the Commission or provided to the Trustee pursuant to Section 4.03, plus

(ii) 100% of the aggregate Net Cash Proceeds received by the Company after the Issue Date as a Capital Contribution or from the issue or sale (other than to a Subsidiary of the Company) of Equity Interests of the Company (other than Disqualified Stock) or from the issue or sale (other than to a Subsidiary of the Company) of Disqualified Stock or debt securities of the Company that have been converted or exchanged into such Equity Interests, plus the amount of Net Cash Proceeds received by the Company upon such conversion or exchange (other than a conversion or exchange by a Subsidiary of the Company), plus

(iii) the aggregate amount equal to the net reduction in Restricted Investments in Unrestricted Subsidiaries on or after the Issue Date resulting from (x) dividends, distributions, interest payments, return of capital, repayments of Restricted Investments or other transfers of assets to the Company or any Restricted Subsidiary from any Unrestricted Subsidiary and not otherwise included in the calculation of Cumulative Consolidated Cash Flow required by clause (c)(i) above, (y) proceeds realized by the Company or any Restricted Subsidiary upon the sale of such Restricted Investment to a Person other than the Company or any Subsidiary of the Company, or (z) the redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary, not to exceed in the case of any of the immediately preceding clauses (x), (y) or (z) the aggregate amount of Restricted Investments made by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary on or after the Issue Date, plus

(iv) to the extent that any Restricted Investment that was made on or after the Issue Date is sold for cash or otherwise liquidated or repaid for cash, the lesser of, to the extent paid to the Company or a Restricted Subsidiary, (A) the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any) and (B) the initial amount of such Restricted Investment, minus

(v) 50% of the cumulative aggregate principal amount of any outstanding Indebtedness incurred pursuant to Section 4.09(b)(ii).

(B) So long as no Default or Event of Default shall have occurred and be continuing, the foregoing provisions shall not prohibit

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the foregoing provisions;

(ii) the redemption, repurchase, retirement, defeasance or other acquisition of any Subordinated Indebtedness or Equity Interests of the Company in exchange for, or out of the Net Cash Proceeds of the substantially concurrent sale (other than to a

Subsidiary of the Company) of, Equity Interests of the Company (other than any Disqualified Stock); provided that the amount of any such Net Cash Proceeds that are utilized for, and the Equity Interests issued or exchanged for, any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (c) of the preceding paragraph and each other clause of this paragraph;

(iii) the defeasance, redemption, retirement, repurchase or other acquisition of Subordinated Indebtedness with the Net Cash Proceeds from, or issued in exchange for, a substantially concurrent incurrence of Permitted Refinancing Indebtedness; provided that the amount of any such Net Cash Proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (c) of the preceding paragraph and each other clause of this paragraph;

(iv) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company held by any member of the Company's or a Restricted Subsidiary's management; provided that the

aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed $3 million in any fiscal year;

(v) Restricted Investments not to exceed the aggregate fair market value (measured on the date each such Restricted Investment was made or returned, as applicable), when taken together with all other Restricted Investments made pursuant to this clause (v) that are at the time outstanding, the sum of (x) $30 million, plus (y) the amount then available for the making of Restricted Payments pursuant to clause (c) of the preceding paragraph without giving effect to subclause (i) thereof;

(vi) Restricted Investments the payment for which consists exclusively of Equity Interests (other than Disqualified Stock) of the Company; and

(vii) the repurchase of Equity Interests of the Company in accordance with, and only to the extent required by, dissenters rights of appraisal under applicable law.

Each Restricted Payment permitted pursuant to clauses (i), (iv), (v), (vi) and (vii) above shall be included, and each Restricted Payment permitted pursuant to clauses (ii), (iii) and (vi) above shall be excluded (except as specifically set forth in each such clause), for all purposes when performing the calculation set forth in clause (c) of Section 4.07(A).

(C) The Board of Directors may not designate any Subsidiary of the Company (other than a newly created Subsidiary in which no Investment has previously been made (other than any de minimis amount required to capitalize such Subsidiary in connection with its organization)) as an Unrestricted Subsidiary (a "Designation") unless: (i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Designation and (ii) the Company would not be prohibited under this Indenture from making a Restricted Investment at the time of such Designation (assuming the effectiveness of such Designation for purposes of this Section 4.07) in an amount equal to the fair market

value of the net Investment of the Company and all Restricted Subsidiaries in such Subsidiary on such date.

(D) In the event of any such Designation, all outstanding Investments owned by the Company and the Restricted Subsidiaries in the Subsidiary so designated will be deemed to be a Restricted Investment made as of the time of such Designation and will reduce the amount available for Restricted Payments under Section 4.07(A) or (B). All such outstanding Investments will be deemed to constitute Restricted Payments in an amount equal to the fair market value of such Investments at the time of such Designation. A Designation may be revoked and an Unrestricted Subsidiary may thus be redesignated as a Restricted Subsidiary (a "Revocation") by a resolution of the Board of Directors delivered to the Trustee; provided that the Company shall not make any Revocation unless: (i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Revocation; and (ii) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation would, if incurred at such time, have been permitted to be incurred at such time for all purposes under this Indenture.

(E) The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company (or such Restricted Subsidiary, as the case may be) pursuant to the Restricted Payment. The fair market value of any asset(s) or securities that are required to be valued by this Section 4.07 shall be determined in good faith by the Board of Directors; provided that such determination shall be supported by the opinion or appraisal of an accounting, appraisal or investment banking firm of national standing if such fair market value would exceed $10 million.

SECTION 4.8 Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

(A) The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to:

(i) (a) pay dividends or make any other distributions to the Company or any of the Restricted Subsidiaries (1) on its Capital Stock or (2) with respect to any other interest or participation in, or measured by, its profits, or (b) pay any Indebtedness owed to the Company or any of the Restricted Subsidiaries,

(ii) make loans or advances to the Company or any of the Restricted Subsidiaries, or

(iii) transfer any of its properties or assets to the Company or any of the Restricted Subsidiaries.

(B) The foregoing restrictions shall not apply to encumbrances or restrictions existing under or by reason of:

(a) Existing Indebtedness as in effect on the Issue Date;

(b) any Permitted Credit Facility or Permitted Foreign Credit Facility, provided that (i) the aggregate outstanding amount of any such Indebtedness does not exceed the amount permitted under clause (v) of the definition of Permitted Indebtedness, (ii) with respect to any Permitted Credit Facility, such restrictions apply only in the event of a payment default under such Permitted Credit Facility, and (iii) the chief financial officer of the Company determines in good faith that (A) any such restrictions contained in any such Permitted Credit Facility or Permitted Foreign Credit Facilities are no more restrictive, taken as a whole, than those contained in a similar credit facility with terms that are commercially reasonable for a borrower engaged in a business comparable to the Company that has substantially comparable Indebtedness, and (B) any such restrictions shall not materially affect the Company's ability to make principal, premium or interest payments on the Notes;

(c) applicable law;

(d) any instrument governing Indebtedness or Capital Stock of a Person or assets acquired by the Company or any of the Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; provided, that in the case of Indebtedness, such Indebtedness was permitted by the terms of this Indenture to be incurred;

(e) customary non-assignment provisions in leases entered into in the ordinary course of business;

(f) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (iii) above on the property so acquired, constructed, leased or improved';

(g) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition, provided that the consummation of such transaction would not result in an Event of Default or an event that, with the passing of time or giving of notice or both, would constitute an Event of Default, that such restriction terminates if such transaction is not consummated and that the consummation or abandonment of such transaction occurs within one year of the date such agreement was entered into';

(h) Permitted Refinancing Indebtedness, provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are no more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(i) Liens securing Indebtedness otherwise permitted to be incurred pursuant to Section 4.12 that limit the right of the Company or any of the Restricted Subsidiaries to dispose of the assets subject to such Lien; and

(j) provisions with respect to the disposition or distribution of assets or property in joint venture agreements and other similar agreements entered into in the ordinary course of business.

SECTION 4.9 Incurrence of Indebtedness and Issuance of Preferred Stock.

(a) The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable for, contingently or otherwise (including by way of merger, consolidation or acquisition) (collectively, "incur"), any Indebtedness and the Company shall not issue or incur any Disqualified Stock and shall not permit any of the Restricted Subsidiaries to issue or incur any shares of Preferred Stock; provided, however, that the Company may incur Indebtedness or issue or incur shares of Disqualified Stock and the Restricted Subsidiaries may incur Acquired Debt or Acquired Preferred Stock if either:

(i) the Consolidated Leverage Ratio at the end of the

Company's most recently ended fiscal quarter for which a consolidated balance sheet of the Company (which has been filed with the Commission or provided to the Trustee pursuant to Section 4.03) immediately preceding the date on which such additional Indebtedness is incurred or such Preferred Stock is issued or incurred would have been less than 6.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom); or

(ii) the Consolidated Capital Ratio at the end of the most recently ended fiscal quarter (for which a consolidated balance sheet of the Company has been filed with the Commission or provided to the Trustee pursuant to Section 4.03) would have been less than 2.0 to 1.0 determined on a pro forma basis (including a pro forma application of the net proceeds therefrom).

(b) Notwithstanding the foregoing, the provisions of the paragraph set forth immediately above shall not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Indebtedness"):

(i) Permitted Refinancing Indebtedness;

(ii) the incurrence by the Company of Indebtedness represented by the Notes and the Exchange Notes;

(iii) the incurrence of Indebtedness by the Company owing to any Restricted Subsidiary or Indebtedness of any Restricted Subsidiary owing to the Company or any Restricted Subsidiary (but such Indebtedness shall be deemed to be incurred upon such Indebtedness being held by any person other than the Company or such Restricted Subsidiary including upon Designation and upon such Restricted Subsidiary otherwise no longer being a Restricted Subsidiary); provided that in the case of Indebtedness of the Company, such obligations shall be unsecured and subordinated in all respects to the Company's obligations pursuant to the Notes;

(iv) the incurrence by the Company of Indebtedness in an aggregate amount incurred and outstanding at any time pursuant to this clause (iv) of up to $30 million;

(v) the incurrence (A) by the Company or any Restricted Subsidiary (other than any Foreign Subsidiary) of Senior Debt (including under one or more Permitted Credit Facilities) and (B) by any Foreign Subsidiary of Indebtedness pursuant to one or more Permitted Foreign Credit Facilities, in an aggregate amount incurred and outstanding at any time pursuant to this clause (v) of up to the sum of (x) $125 million and (y) 85% of the aggregate accounts receivable of the Company and the Restricted Subsidiaries as of the date of the most recently available balance sheet of the Company which has been included in a report filed with the Commission or provided to the Trustee pursuant to Section 4.03;

(vi) the incurrence by the Company or any Foreign Subsidiary of Purchase Money Indebtedness (A) pursuant to the terms of any Purchase Money Indebtedness facility existing and as in effect on the Issue Date or (B) constituting not more than 75% of the cost, including shipping, installation and importation costs and sales, use and similar taxes (collectively, "Costs") payable upon acquisition of the subject property (determined in accordance with GAAP in good faith by the Board of Directors of the Company), to the Company or any such Foreign Subsidiary, as applicable, of the property so purchased, developed, acquired, constructed, improved or leased; provided that, with respect to any Purchase Money Indebtedness incurred under clause (B) above, at least 25% of the Costs payable upon acquisition of the subject property shall be funded from Newly Raised Capital; provided, further, that any assets acquired by a Foreign Subsidiary pursuant to this clause (vi) are acquired for use in the ordinary course of business of such Foreign Subsidiary;

(vii) the incurrence by the Company or any of the Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest or foreign currency exchange rate risk with respect to any floating rate Indebtedness or foreign currency based Indebtedness, respectively, that is permitted by the terms of this Indenture to be outstanding; provided that the notional amount of any such Hedging Obligation does not exceed the amount of Indebtedness or other liability to which such Hedging Obligation relates; and

(viii) the incurrence by the Company and the Restricted Subsidiaries of Indebtedness solely in respect of bankers acceptances, letters of credit and performance bonds, all in the ordinary course of business.

(c) Indebtedness or Preferred Stock of any Person which is outstanding at the time such Person becomes a Restricted Subsidiary of the Company (including upon designation of any Subsidiary or other Person as a Restricted Subsidiary or upon a Revocation such that such Subsidiary becomes a Restricted Subsidiary) or is merged with or into or consolidated with the Company or a Restricted Subsidiary of the Company shall be deemed to have been incurred at the time such Person becomes such a Restricted Subsidiary of the Company or is merged with or into or consolidated with the Company or a

Restricted Subsidiary of the Company, as applicable.

(d) Upon each incurrence, the Company may designate pursuant to which provision of this Section 4.09 such Indebtedness is being incurred and such Indebtedness shall not be deemed to have been incurred by the Company under any other provision of this Section 4.09, except as stated otherwise in the foregoing provisions or in the next sentence. For purposes of determining compliance with this covenant, in the event that an item of Indebtedness

meets the criteria of more than one of the types of Indebtedness described in Section 4.09(b)(i) through (viii) above, or is permitted under the first paragraph of this Section 4.09 and under one or more of such Sections, the Company, in its sole discretion, may from time to time reclassify such item of Indebtedness.

(e) The Company shall not, and shall not permit any of its Restricted Subsidiaries (other than Foreign Subsidiaries) to, incur any Indebtedness (including Permitted Indebtedness) that is contractually subordinated in right of payment to any other Indebtedness unless such Indebtedness is also contractually subordinated in right of payment to the Notes on substantially identical terms; provided, however, that no Indebtedness shall be deemed to be contractually subordinated in right of payment to any other Indebtedness solely by virtue of being unsecured.

SECTION 4.10 Asset Sales.

The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, consummate any Asset Sale, unless:

(i) the Company (or such Restricted Subsidiary, as the case may be) receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Board of Directors (including as to the value of all noncash consideration) and set forth in an Officer's Certificate delivered to the Trustee) of the assets or Equity Interests issued or sold or otherwise disposed of;

(ii) at least 75% of the consideration therefor is in the form of cash and/or Cash Equivalents or Qualified Consideration; and

(iii) the Net Cash Proceeds received by the Company (or such Restricted Subsidiary, as the case may be) from such Asset Sale are applied within 360 days following the receipt of such Net Cash Proceeds, to the extent the Company (or such Restricted Subsidiary, as the case may be) elects:

(a) to the redemption or repurchase of outstanding Indebtedness, (I) that is either (A) secured Indebtedness or (B) Indebtedness of the Company that ranks equally with the Notes but has a maturity date that is prior to the maturity date of the Notes, in either case other than Subordinated Indebtedness, or (II) that is Indebtedness of a Restricted Subsidiary; and/or

(b) to reinvest such Net Cash Proceeds (or any portion thereof) in properties or assets (including Equity Interests of a Person that will become a Restricted Subsidiary as a result of such investment) that will be used in a Permitted Business.

The balance of such Net Cash Proceeds, after the application of such Net Cash Proceeds as described in the immediately preceding clauses (a) and (b), shall constitute "Excess Proceeds."

When the aggregate amount of Excess Proceeds equals or exceeds $10 million (taking into account income earned on such Excess Proceeds), the Company shall be required to make a pro rata offer to all Holders and pari passu Indebtedness with comparable provisions

requiring such Indebtedness to be purchased with the proceeds of such Asset Sale (an "Asset Sale Offer") to purchase the maximum principal amount or accreted value in the case of Indebtedness issued with an original issue discount of Notes and pari passu Indebtedness that may be purchased out of the Excess Proceeds, at a purchase price in cash in an amount equal to 100% of the principal amount thereof or the accreted value thereof, as applicable, plus accrued and unpaid interest thereon to the date of purchase (subject to the right of Holders as of the relevant record date to receive interest due on the relevant interest payment date), in accordance with the procedures set forth in this Indenture and the agreements governing such pari passu Indebtedness. To the extent that any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes and pari passu Indebtedness tendered into such Asset Sale Offer surrendered by Holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and pari passu Indebtedness to be purchased on a pro rata basis in

proportion to the respective principal amounts (or accreted values in the case of Indebtedness issued with an original issue discount) of the Notes and such other Indebtedness. Upon completion of such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero for purposes of the first sentence of this paragraph.

The amount of

(i) any liabilities (as shown on the Company's (or such Restricted Subsidiary's, as the case may be) most recent balance sheet), other than Subordinated Indebtedness, of the Company or any Restricted Subsidiary, that are assumed by the transferee of any such assets pursuant to an agreement that immediately releases the Company and all of the Restricted Subsidiaries from all liability in respect thereof;

(ii) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, if the Company and all of the Restricted Subsidiaries immediately are released from all Guarantees of payment of such Indebtedness and such Indebtedness is no longer the liability of the Company or any of the Restricted Subsidiaries; and

(iii) any securities, notes or other obligations received by the Company (or such Restricted Subsidiary, as the case may be) from such transferee that are converted by the Company (or such Restricted Subsidiary, as the case may be) into cash and/or Cash Equivalents within 90 days of the date of such Asset Sale (to the extent of the cash and/or Cash Equivalents received)

will be deemed to be cash and/or Cash Equivalents for purposes of this provision.

Notwithstanding any provision of this Section 4.10, the provisions of this Section 4.10 shall not apply to any transaction constituting a Restricted Payment that is permitted by Section 4.07 or that otherwise constitutes a Permitted Investment.

SECTION 4.11 Transactions with Affiliates.

The Company shall not, and shall not permit any of the Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or

assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless:

(i) such Affiliate Transaction is on terms that are not materially less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person; and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions

(A) involving aggregate consideration in excess of $5 million, the Company delivers to the Trustee a resolution of the Board of Directors set forth in an Officers' Certificate that such Affiliate Transaction is approved by a majority of the disinterested members of the Board of Directors and that such Affiliate Transaction complies with clause (i) above and is in the best interests of the Company or such Restricted Subsidiary; and

(B) if involving aggregate consideration in excess of $10 million, a favorable written opinion as to the fairness to the Company of such Affiliate Transaction from a financial point of view is also obtained by the Company from an accounting, appraisal or investment banking firm of national standing.

Notwithstanding the foregoing, the following items shall not be deemed to be Affiliate Transactions:

(i) (a) the entering into, maintaining or performance of any employment contract, collective bargaining agreement, benefit plan, program or arrangement, related trust agreement or any other similar arrangement for or with any employee, officer or director heretofore or hereafter entered into in the ordinary course of business, including vacation, health, insurance, deferred compensation, retirement, savings or other similar plans or (b) the payment of compensation, performance of indemnification or contribution obligations, or an issuance, grant or award of stock, options, or other equity-related interests or other securities, to employees, officers or directors in the ordinary course of business;

(ii) transactions between or among the Company and/or the

Restricted Subsidiaries;

(iii) payment of reasonable directors fees;

(iv) any sale or other issuance of Equity Interests (other than Disqualified Stock) of the Company;

(v) Affiliate Transactions in effect or approved by the Board of Directors on the Issue Date, including any amendments thereto (provided that the terms of such amendments are not materially less favorable to the Company than the terms of such agreement prior to such amendment); and

(vi) Restricted Payments that are permitted under Section 4.07 and Permitted Investments described under clause (d) of the definition thereof.

SECTION 4.12 Liens.

The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien of any kind (other than Permitted Liens) to secure Indebtedness upon any of their property or assets, now owned or hereafter acquired, or upon any income or profits therefrom unless all payments due under this Indenture and the Notes are secured (except as provided in the next clause) on an equal and ratable basis with the obligations so secured and no Lien shall be granted or be allowed to exist which secures Subordinated Indebtedness except with respect to Acquired Debt, in which case, however, such Liens must be made junior and subordinate to the Liens granted to the Holders of the Notes.

SECTION 4.13 Corporate Existence.

Subject to Article 5 hereof, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its corporate existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or any such Subsidiary and (ii) the rights (charter and statutory), licenses and franchises of the Company and its subsidiaries; provided, however, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Subsidiaries, if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Subsidiaries, taken as a whole, and that the lose thereof is not adverse in any material respect to the Holders of the Notes.

SECTION 4.14 Change of Control.

(a) Upon the occurrence of a Change of Control, each Holder will have the right to require the Company to purchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price in cash equal to 101% of the aggregate principal amount thereof (the "Change of Control Payment"), plus accrued and unpaid interest (and Liquidated Damages, if any) thereon to the date of purchase (subject to the right of Holders as of a record date to receive interest due on the relevant interest payment date); provided, that, the Company shall not be obligated to repurchase Notes pursuant to a Change of Control Offer in the event that it has exercised its rights to redeem all of the Notes pursuant to this Indenture. Within 30 days following any Change of Control, the Company shall mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to purchase Notes on the date specified in such notice, which date shall be no earlier than 30 and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), in accordance with the procedures required by this Indenture and described in such notice.

(b) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws and regulations are applicable in connection with the purchase of Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with any of the provisions of this Section 4.14, the Company shall comply with the applicable securities laws and regulations and will be deemed not to have breached its obligations under this Section 4.14 by virtue thereof.

(c) On the Change of Control Payment Date, the Company shall, to the extent lawful, (1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (2) deposit with the Paying Agent an amount equal to the Change of Control Payment plus accrued and unpaid

interest thereon and Liquidated Damages, if any, in respect of all Notes or portions thereof so tendered and (3) deliver or cause to be delivered to the Trustee Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company. The Paying Agent shall promptly mail or deliver to each Holder of Notes so tendered the Change of Control Payment plus accrued and unpaid interest thereon and Liquidated Damages, if any, for such Notes, and the Trustee shall promptly authenticate and mail or deliver (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of Notes surrendered, if any; provided that each such new Note will be in a principal amount of $1,000 or an integral multiple thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

SECTION 4.15 Business Activities.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, engage, to more than a de minimis extent, in any business other than a Permitted Business.

SECTION 4.16 Payments for Consent.

Neither the Company nor any of its Restricted Subsidiaries shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder of any Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid or is paid to all Holders of the Notes that consent, waive or agree to amend such terms or provisions of this Indenture or the Notes in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

SECTION 4.17 Money for Payments to Be Held in Trust.

If the Company shall at any time act as its own Paying Agent, it shall, on or before each due date of the principal, premium, interest or Liquidated Damages, if any, with respect to the Notes, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal, premium, interest or Liquidated Damages, if any, so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided, and shall promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents for the Notes, it shall, on or before each due date of the principal, premium, interest or Liquidated Damages, if any, with respect to the Notes, deposit with a Paying Agent a sum in same day funds (or New York Clearing House funds if such deposit is made prior to the date on which such deposit is required to be made) sufficient to pay the principal, premium, interest or Liquidated Damages, if any, so becoming due (or at the option of the Company, payment of interest may be mailed by check to the Holders of the Notes at their respective addresses Bet forth in the register of Holders; provided that all payments with respect to Notes represented by one or more permanent global Notes will be paid by wire transfer of immediately available funds to the account of the Depository Trust Company or any successor thereto) such sum to be held in trust for the benefit of the Persons entitled to such principal, premium, interest or Liquidated Damages, if any, and (unless such Paying Agent is the Trustee) the Company shall promptly notify the Trustee of such action or any failure so to act.

The Company shall cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent shall:

(a) hold all sums held by it for the payment of the principal of, premium, if any, or interest on Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(b) give the Trustee written notice of any default by the Company (or any other obligor upon the Notes) in the making of any payment of principal, premium, interest or Liquidated Damages, if any;

(c) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent; and

(d) acknowledge, accept and agree to comply in all respects with the provisions of this Indenture relating to the duties, rights and obligations of such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal, premium, interest or Liquidated Damages, if any, with respect to a Note and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Company at the written request of the Company or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect

to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense of the Company cause notice to be promptly sent to each Holder that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 4.18 Status as Investment Company.

The Company shall not, and shall not permit any of its Subsidiaries or controlled Affiliates to, conduct its business in a fashion that would cause the Company to be required to register as an "investment company" (as that term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act")), or otherwise to become subject to regulation under the Investment Company Act. For purposes of establishing the Company's compliance with this provision, any exemption which is or would become available under Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act will be disregarded.

ARTICLE 5

SUCCESSORS

SECTION 5.1 Merger, Consolidation or Sale of Assets.

(a) The Company may not, directly or indirectly, (1) consolidate or merge with or into (whether or not the Company is the surviving corporation), or sell, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person or (2) permit any of the Restricted Subsidiaries to enter into any such transaction or series of transactions if it would result in such disposition of all or substantially all of the assets of the Company and the Restricted Subsidiaries on a consolidated basis, unless:

(i) the Company is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(ii) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of the Company under the Registration Agreement, the Notes, the Exchange Notes and this Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee;

(iii) no Default or Event of Default (or an event that, with the passing of time or giving of notice or both, would constitute an Event of Default) shall exist or shall occur immediately after giving effect on a pro forma basis to such transaction;

(iv) except in the case of a merger of the Company with or into a Wholly Owned Restricted Subsidiary of the Company, the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, conveyance or other disposition shall have been made will immediately after such transaction and after giving pro forma effect thereto and any related financing transactions as

if the same had occurred at the beginning of the applicable period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to Section 4.09(a)(i);

(v) if, as a result of any such transaction, property or assets of the Company would become subject to a Lien subject to the provisions of this Indenture described under Section 4.12, the Company or the successor entity to the Company shall have secured the Notes as required by said Section; and

(vi) the Company shall have delivered to the Trustee an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture.

(b) The Company may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

SECTION 5.2 Successor Corporation Substituted.

Upon any consolidation or merger or any transfer of all or substantially all of the assets of the Company in accordance with Section 5.01 hereof, the successor Person formed by such consolidation or into which the Company is merged or to which such transfer is made shall succeed to and (except in the case of a lease) be substituted for (so that from and after the date of such consolidation, merger or transfer, the provisions of this Indenture referring to the "Company" shall refer instead to the successor Person and not to the Company), and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Person had been named herein as the company, and (except in the case of a lease) the Company shall be released from the obligations under the Notes and this Indenture except with respect to any obligations that arise from, or are related to, such transaction.

ARTICLE 6

DEFAULTS AND REMEDIES

SECTION 6.1 Events of Default.

(a) "Events of Defaults" are:

(i) default for 30 days in the payment when due of interest on the Notes; or

(ii) default in the payment when due of the principal of, or premium, if any, on the Notes; or

(iii) failure by the Company or any of the Restricted Subsidiaries to comply with the provisions described in Section 4.10 or 4.14; or

(iv) failure by the Company or any of the Restricted Subsidiaries for 60 days after notice to comply with any of its other agreements in this Indenture, the Notes or the Escrow Agreement; or

(v) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness of the Company or any of the Restricted Subsidiaries (or the payment of which is Guaranteed by the Company or any of the Restricted Subsidiaries) whether such Indebtedness or Guarantee now exists or is created after the Issue Date, and either such Indebtedness is already due and payable or such default results in the acceleration of such Indebtedness prior to its express maturity and, in each case, the amount of any such Indebtedness, together with the amount of any other such Indebtedness the maturity of which has been so accelerated or which is already due and payable, aggregates $10 million or more; or

(vi) one or more judgments, orders or decrees for the payment of money in excess of $10 million, individually or in the aggregate (net of applicable insurance coverage which is acknowledged in writing by the insurer), shall be entered against the Company or any Restricted Subsidiary or any of their respective properties and shall not be discharged and there shall have been a period of 60 days or more during which a stay of enforcement of such judgment or order, by reason of pending appeal or otherwise, shall not be in effect; or

(vii) the Company shall assert or acknowledge in writing that the Escrow Agreement is invalid or unenforceable; or

(viii) the Company or any of its Significant Subsidiaries:

(A) commences a voluntary case under any Bankruptcy Law,

(B) consents to the entry of an order for relief against it in an involuntary case under any Bankruptcy Law,

(C) consents to the appointment of a custodian of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors, or

(E) generally is not paying its debts as they become due; or

(ix) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company or any of its Significant Subsidiaries,

(B) appoints a custodian of the Company or any of its Significant Subsidiaries or for all or substantially all of the property of the Company or any of its Significant Subsidiaries, or

(C) orders the liquidation of the Company or any of its Significant Subsidiaries; and the order or decree remains unstayed and in effect for 60 consecutive days.

(b) The Company shall be required to deliver to the Trustee annually a statement regarding compliance with this Indenture, and the Company shall be required within 30 days of becoming aware of any Default or Event of Default to deliver to the Trustee a statement specifying such Default or Event of Default. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal of, premium, if any, or interest on, the Notes) if it determines that withholding notice is in their interest.

SECTION 6.2 Acceleration

If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Notwithstanding the foregoing, if an Event of Default specified in clause (viii) or (ix) of Section 6.01 hereof occurs with respect to the Company, any of its Restricted Subsidiaries that constitutes a Significant Subsidiary or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary, all outstanding Notes shall be due and payable immediately without further action or notice. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest or premium that has become due solely because of the acceleration) have been cured or waived.

SECTION 6.3 Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest and Liquidated Damages, if any, on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 6.4 Waiver of Past Defaults.

Holders of not less than a majority in aggregate principal amount of the then outstanding Notes (or, with respect to a provision of this Indenture that may only be amended by

the Holders of not less than 66 2/3% in aggregate principal amount of the then outstanding Notes, the Holders of not less than 66 2/3% in aggregate principal amount of the then outstanding Notes) by written notice to the Trustee may on

behalf of the Holders of all of the Notes waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of, premium and Liquidated Damages, if any, or interest on, the Notes (including in connection with an offer to purchase). Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 6.5 Control by Majority.

Holders may not enforce this Indenture or the Notes except as provided herein. Holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines may be unduly prejudicial to the rights of other Holders or that may involve the Trustee in personal liability.

SECTION 6.6 Limitation on Suits.

A Holder of a Note may pursue a remedy with respect to this Indenture or the Notes only if:

(a) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(c) such Holder of a Note or Holders offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

SECTION 6.7 Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal, premium and Liquidated Damages, if any, and interest an

the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.8 Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(i) or (ii) hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium and Liquidated Damages, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 6.9 Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to participate as a member, voting or otherwise, of

any official committee of creditors appointed in such matter and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.10 Priorities.

If the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

First: to the Trustee, its agents and counsel for amounts due under Section 7.07 hereof, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders for amounts due and unpaid on the Notes for principal, premium and Liquidated Damages, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium and Liquidated Damages, if any, and interest, respectively, and

Third: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.10.

SECTION 6.11 Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the cost of the suit, and the court in its discretion may assess reasonable Costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

ARTICLE 7

TRUSTEE

SECTION 7.1 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the occurrence and continuance of an Event of Default:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the

opinions expressed therein, upon certificates (or similar documents) or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates (or similar

documents) and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein or otherwise verify the contents thereof).

(c) The Trustee may not be relieved from liabilities for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), (c) and (e) of this Section 7.01.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture at be request of any Holders, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense including reasonable attorneys' fees that might be incurred by it in compliance with such request or direction.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

SECTION 7.2 Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in any such document. The Trustee shall receive and retain financial reports and statements of the Company as provided herein, but it shall have no duty to review or analyze such reports or statements to determine compliance with covenants or other obligations of the Company.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel of its selection and the advice of such counsel or any opinion of counsel shall be full and complete authorization and protection from liability in

respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any such attorney or agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(g) Prior to the occurrence of an Event of Default hereunder and after the curing of all Events of Default which may have occurred, the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, order, approval, bond or other paper or document unless requested in writing to do so by the Holders representing more than 25% in aggregate principal amount of Notes then outstanding; provided, however, that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require indemnity reasonably satisfactory to it against such cost, expense or liability as a condition to so proceeding.

SECTION 7.3 Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the Commission for permission to continue as trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof

SECTION 7.4 Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not

be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

SECTION 7.5 Notice of Defaults.

(a) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(b) If a Default or Event of Default occurs and is continuing and if it is known to the Trustee in accordance with the provisions of paragraph (a) of this Section 7.05, the Trustee shall mail to Holders a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest on any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

SECTION 7.6 Reports by Trustee to Holders of the Notes.

Within 60 days after each May 15 beginning with the May 15 following the date of this Indenture, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA Section 313(a) (but if no event described in TIA Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA Section 313(b)(2). The Trustee shall also transmit by mail all reports as required by TIA Section 313(c).

A copy of each report at the time of its mailing to the Holders shall be mailed to the Company and filed with the Commission and each stock exchange on which the Notes are listed in accordance with TIA Section 313(d). The Company shall promptly notify the Trustee when the Notes are listed on any stock exchange.

SECTION 7.7 Compensation and Indemnity.

The Company shall pay to the Trustee from time to time such compensation for its acceptance of this Indenture and services hereunder as the parties shall agree from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The

Company shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Company shall indemnify the Trustee and hold it harmless against any and all losses, liabilities or expenses incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the company (including this Section 7.07) and defending itself against any

claim (whether asserted by the Company or any Holder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense may be attributable to its gross negligence or bad faith. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement, made without its consent, which consent shall not be unreasonably withheld or delayed.

The obligations of the Company under this Section 7.07 shall survive the satisfaction and discharge of this Indenture or the resignation or removal of the Trustee.

To secure the Company's payment obligations in this Section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01 (vii) or (viii) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of TIA Section 313(b)(2) to the extent applicable.

SECTION 7.8 Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10 hereof;

(b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(c) a custodian or public officer takes charge of the Trustee or its property; or

(d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the

Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of at least 10% in principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder of a Note who has

been a Holder of a Note for at least six months, fails to comply with Section 7.10 hereof, such Holder of a Note may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Notes. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 hereof shall continue for the benefit of the retiring Trustee.

SECTION 7.9 Successor Trustee by Merger, Etc.

If the Trustee consolidates, merges or converts into, or transfer all or substantially all of its corporate trust business to (including the administration of this Indenture), another corporation, the successor corporation without any further act shall be the successor Trustee.

SECTION 7.10 Eligibility; Disqualification.

There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has (or in the case of a subsidiary of a bank holding company, its parent shall have) a combined capital and surplus of at least $100.0 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA Section 310(a)(1), (2) and (5). The Trustee is subject to TIA Section 310(b).

SECTION 7.11 Preferential Collection of Claims Against Company.

The Trustee is subject to TIA Section 311 (a), excluding any creditor relationship listed in TIA Section 311 (b). A Trustee who has resigned or been removed shall be subject to TIA Section 311 (a) to the extent indicated therein.

ARTICLE 8

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.1 Option to Effect Legal Defeasance or Covenant Defeasance.

The Company may, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, at any time, elect to have either Section 8.02 or 8.03 hereof applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

SECTION 8.2 Legal Defeasance and Discharge.

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from its obligations with respect to all outstanding Notes on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all of its obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments delivered to it by the Company acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due from the trust referred to below; (b) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and

money for security payments held in trust; (c) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's obligations in connection therewith; and (d) Section 8.02 of this Indenture. Subject to compliance with this Article 8, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

SECTION 8.3 Covenant Defeasance.

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from its obligations under the covenants contained in Article V and in Sections 4.03, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15 and 4.16 hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 are satisfied (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Company may omit to comply

with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(iii) through 6.01(vi) hereof shall not constitute Events of Default.

SECTION 8.4 Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the application of either Section 8.02 or 8.03 hereof to the outstanding Notes:

In order to exercise either Legal Defeasance or Covenant Defeasance:

(a) the Company must irrevocably deposit, or cause to be deposited, with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the outstanding Notes on the stated maturity thereof or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(b) in the case of Legal Defeasance, the Company must deliver to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee confirming that, since the Issue Date, the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders will not recognize income, gain or loss for United States federal income tax purposes as a result of such Legal Defeasance, and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Company must deliver to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee confirming that the Holders will not recognize income, gain or loss for United States federal income tax purposes as a result of such Covenant Defeasance, and such Holders will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other

than this Indenture) to which the Company or any of the Restricted Subsidiaries is a party or by which the Company or any of the Restricted Subsidiaries is bound;

(f) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over other creditors of the Company, or with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(g) the Company must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel in the United States reasonably acceptable to the Trustee, each stating that the conditions precedent provided for or relating to Legal Defeasance or Covenant Defeasance, as applicable, in the case of the Officers' Certificate, in clauses (a) through (f) and, in the case of the Opinion of Counsel, in clauses (a) (with respect to the validity and perfection of the security interest) and clauses (b) and (c) of this paragraph, have been complied with.

SECTION 8.5 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.06 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively, and solely for purposes of this Section 8.05, the "Trustee") pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any money or non-callable Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

SECTION 8.6 Repayment to Company.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium, interest or Liquidated Damages, if any, on any Note and remaining unclaimed for two years after such principal, and premium, if any, interest or Liquidated Damages has become due and payable shall be paid to the Company

on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter, as an unsecured creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 8.7 Reinstatement.

If the Trustee or Paying Agent is unable to apply any United States dollars or non-callable Government Securities in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to

Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; provided, however, that, if the Company makes any payment of principal of, premium, if any, interest or Liquidated Damages on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

SECTION 8.8 Survival.

The Trustee's rights under this Article 8 shall survive termination of this Indenture.

ARTICLE 9

AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 9.1 Without Consent of Holders.

Notwithstanding Section 9.02 hereof, the Company and the Trustee may amend or supplement this Indenture or the Notes without the consent of any Holder:

(a) to cure any ambiguity, omission, defect or inconsistency;

(b) to provide for uncertificated Notes in addition to or in place of certificated Notes or to alter the provisions of Article 2 hereof (including the related definitions in a manner that does not materially adversely affect any Holder;

(c) to provide for the assumption of the Company obligations to the Holders of the Notes by a successor to the Company pursuant to Article 5 hereof;

(d) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights hereunder of any Holder; or

(e) to comply with requirements of the Commission in order to effect or maintain the qualification of this Indenture under the TIA.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Company in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

SECTION 9.2 With Consent of Holders.

Except as provided below in this Section 9.02, the Company and the Trustee, may amend or supplement this Indenture (including Section 3.09 and 4.10 hereof) and the Notes or any supplemental indenture or modify the rights of the Holders with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and, subject to Sections 6.04 and 6.07 hereof, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture or the Notes may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes); provided that no such modification may, without the consent of each Holder affected thereby:

(i) reduce the principal amount of, change the fixed maturity of, or alter the redemption provisions of, the Notes,

(ii) change the currency in which any Notes or amounts owing thereon is payable,

(iii) reduce the percentage of the aggregate principal amount outstanding of Notes which must consent to an amendment, supplement or waiver or consent to take any action under this Indenture or the Notes,

(iv) impair the right to institute suit for the enforcement of

any payment on or with respect to the Notes,

(v) waive a default in payment with respect to the Notes,

(vi) reduce the rate or change the time for payment of interest on the Notes,

(vii) following the occurrence of a Change of Control or an Asset Sale, alter the Company's obligation to purchase the Notes as a result of any such Change of Control or Asset Sale in accordance with this Indenture or waive any default in the performance thereof,

(viii) affect the ranking of the Notes in a manner adverse to the Holders, or

(ix) release any Liens created by the Escrow Agreement except in accordance with the terms of the Escrow Agreement.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Company in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental indenture.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company shall mail to the Holders affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver.

SECTION 9.3 Compliance with Trust Indenture Act.

Every amendment or supplement to this Indenture or the Notes shall be set forth in an amended or supplemental indenture that complies with the TIA as then in effect.

SECTION 9.4 Revocation and Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder is a continuing consent by the Holder and every subsequent Holder or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder or subsequent Holder may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder. An amendment or waiver shall become effective upon receipt by the Trustee of the requisite number of written consents under Section 9.01 or 9.02 as applicable.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above

or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who held Notes at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date.

SECTION 9.5 Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Company in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

SECTION 9.6 Trustee to Sign Amendments, Etc.

Trustee shall sign any amended or supplemental indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee and all other conditions to the execution and delivery of such amendment or supplement set forth in this Article 9 are fulfilled. The Company may not sign an amendment or supplemental indenture until the Board of Directors approves it. In executing any amended or supplemental indenture, the Trustee shall be entitled to receive and (subject to Section 7.01 hereof) shall be fully protected in relying upon an Officers' Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture and that such amendment is the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof (including Section 9.03).

ARTICLE 10

SATISFACTION AND DISCHARGE

SECTION 10.1 Satisfaction and Discharge of Indenture.

This Indenture shall be discharged and shall cease to be of further effect as to all Notes issued hereunder, when either

(a) all such Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

(b) (i) all such Notes not theretofore delivered to the Trustee for cancellation have become due and payable and the Company has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose an amount of money sufficient

to pay and discharge the entire indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal amount, premium, if any, and accrued interest to the date of such deposit; (ii) the Company has paid all sums payable by it under this Indenture; and (iii) the Company has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at Stated Maturity or on the redemption date, as the case may be.

In addition, the Company must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been complied with.

SECTION 10.2 Application of Trust Money.

Subject to the provisions of the last paragraph of Section 4.17 hereof, all money deposited with the Trustee pursuant to Section 10.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to Persons entitled thereto, of the principal (and premium, if any), interest and Liquidated Damages, if any, for whose payment such money has been deposited with the Trustee.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 10.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though such deposit had occurred pursuant to Section 10.01 hereof, provided that if the Company has made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE 11

SECURITY

SECTION 11.1 Security.

(a) On the Issue Date, the Company shall deposit, and at all times, subject to the Escrow Agreement, grant to the Trustee as security for the benefit of the Holders, security interests in the Escrow Collateral. The Escrow Collateral must be in such amount together with the proceeds from the investment thereof, to be sufficient, in the opinion of a nationally recognized firm of independent public accountants selected by the Company, to provide for payment in full of the first three scheduled interest payments (but not any liquidated damages) due on the outstanding Notes. Security interests in the Escrow Collateral shall be pledged by the Company to the Trustee for the benefit of the Holders pursuant to the Escrow Agreement and shall be held by the Trustee in the Escrow Account pending disposition pursuant to the Escrow

Agreement. The Liens created by the Escrow Agreement shall be first priority security interests in the Escrow Collateral.

Pursuant to the Escrow Agreement, funds may be disbursed from the Escrow Account only to pay interest on the Notes. If a portion of the Notes has been retired by the Company, funds representing the lesser of

(i) the excess of the amount sufficient to pay interest through and including June 1, 2001 on the Notes not so retired and

(ii) the interest payments which have not previously been made on such retired Notes for each interest payment date through and including the interest payment date to occur on June 1, 2001, shall be paid to the Company if no Default then exists under this Indenture.

Pending such disbursements, all funds contained in the Escrow Account shall be invested in U.S. Government Securities. Interest earned on the U.S. Government Securities shall be placed in the Escrow Account. The proceeds of the Escrow Account shall be applied, first, to amounts owing to the Trustee in respect of fees and expenses of the Trustee and, second, to all obligations under the Notes and this Indenture.

(b) Each Holder, by its acceptance of a Note, consents and agrees to the terms of the Escrow Agreement (including, without limitation, the provisions providing for foreclosure and release of the Escrow Collateral) as the same may be in effect or may be amended from time to time in accordance with its terms, and authorizes and directs the Trustee to enter into the Escrow Agreement and to perform its respective obligations and exercise its respective rights thereunder in accordance therewith. The Company shall do or cause to be done all such acts and things as may be reasonably necessary or proper, or as may be required by the provisions of the Escrow Agreement, to assure and confirm to the Trustee the security interest in the Escrow Collateral contemplated hereby, by the Escrow Agreement or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes secured hereby, according to the intent and purposes herein expressed. The Company shall take, or shall cause to be taken, any and all actions reasonably required (and any action reasonably requested by the Trustee) to cause the Escrow Agreement to create and maintain, as security for the obligations of the Company under this Indenture and the Notes, valid and enforceable first priority liens in and on the Escrow Collateral, in favor of the Trustee, superior to and prior to the rights of third Persons and subject to no other Liens.

(c) The release of any Escrow Collateral pursuant to the Escrow Agreement shall not be deemed to impair the security under this Indenture in contravention of the provisions hereof if and to the extent the Escrow Collateral is released pursuant to this Indenture and the Escrow Agreement. To the extent applicable, the Company shall cause TIA Section 314(d), relating to the release of property or securities from the Lien and security interest of the Escrow Agreement and relating to the substitution therefor of any property or securities to be subjected to the Lien and security interest of the Escrow Agreement, to be complied with. Any certificate or opinion required by TIA Section 314(d) may be made by an officer of the Company, except in cases where TIA Section 314(d) requires that such certificate or opinion be made by an

independent Person, which Person shall be an independent appraiser or other expert selected or approved by the Company in the exercise of reasonable care.

(d) The Company shall cause TIA Section 314(b), relating to opinions of counsel regarding the Lien under the Escrow Agreement, to be complied with. The Trustee may, to the extent permitted by Section 7.02 hereof, accept as conclusive evidence of compliance with the foregoing provisions the appropriate statements contained in such instruments.

(e) The Trustee, in its sole discretion and without the consent of the Holders, may, and at the request of the Holders of at least 25% in aggregate principal amount of Notes then outstanding shall, on behalf of the Holders, take all actions it deems necessary or appropriate in order to (i) enforce any of the terms of the Escrow Agreement and (ii) collect and receive any and all amounts payable in respect of the obligations of the Company thereunder. The Trustee shall have power to institute and to maintain such suits and proceedings as the Trustee may deem expedient to preserve or protect its interests and the interests of the Holders in the Escrow Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest hereunder or be prejudicial to the interest of the Holders or of the Trustee).

ARTICLE 12

MISCELLANEOUS

SECTION 12.1 Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA Section 318(c), the imposed duties shall control.

SECTION 12.2 Notices.

Any notice or communication by the Company or the Trustee to the others is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), telecopier or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company:

Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Attention: Chief Financial Officer
Telephone: (650) 298-0400
Facsimile: (650) 298-0420

with a copy to:

Gunderson Dettmer Stough
Villeneuve Franklin & Hachigian, LLP
155 Constitution Drive
Menlo Park, CA 94025
Attention: Scott C. Dettmer
Telephone: (650) 321-2400
Facsimile: (650) 321-2800

If to the Trustee:

State Street Bank and Trust Company
of California, N.A.
633 West 5th Street, 12th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Administration
(Equinix, Inc. 13% Senior Notes
due 2007)
Telephone: (213) 362-7369
Facsimile: (213) 362-7357

With a copy to:

Shipman & Goodwin LLP
One American Row
Hartford, CT 06103-2819
Attention: Daniel P. Brown, Jr., Esq.
Telephone: (860) 251-5919
Facsimile: (860) 251-5999

The Company or the Trustee, by notice to the others may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged by the sender's telecopier, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it, except that any notice or communication to the Trustee shall be deemed to have been duly given to the Trustee when received at the Corporate Trust Office of the Trustee.

If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

SECTION 12.3 Communication by Holders with Other Holders.

Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

SECTION 12.4 Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, except with respect to the initial authentication of Notes on the date of this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

SECTION 12.5 Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA Section 314(a)(4)) shall comply with the provisions of TIA Section 314(e) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has or they have made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

SECTION 12.6 Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 12.7 No Personal Liability of Directors, Officers, Employees and Stockholders.

No past, present or future director, officer, employee, incorporator,

agent or stockholder of the Company, as such, shall have any liability for any obligations of the Company under the Notes, this Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 12.8 GOVERNING LAW.

THIS INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

The Company shall submit to the jurisdiction of the U.S. federal and New York state courts located in the Borough of Manhattan, City and State of New York for purposes of all legal actions and proceedings instituted in connection with the Notes and this Indenture.

SECTION 12.9 Consent to Jurisdiction and Service.

To the fullest extent permitted by applicable law, the Company hereby irrevocably submits to the jurisdiction of any Federal or State court located in the Borough of Manhattan in The City of New York, New York in any suit, action or proceeding based on or arising out of or relating to this Agreement or any Notes or Exchange Notes, and irrevocably agree that all claims in respect of such suit or proceeding may be determined in any such court. The Company irrevocably waives, to the fullest extent permitted by law, any objection which they may have to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any suit, action or proceeding brought in such a court has been brought in an inconvenient forum. The Company agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon the Company and may be enforced in the courts of any jurisdiction to which the Company is subject by a suit upon such judgment, provided that service of process is effected upon the Company in the manner specified herein or as otherwise permitted by law. To the extent that the Company has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of now, attachment prior to judgment, attachment in aid of execution, executor or otherwise) with respect to itself or its property, the Company hereby irrevocably waives such immunity in respect of their respective obligations under this Agreement, to the extent permitted by law.

SECTION 12.10 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 12.11 Successors.

All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 12.12 Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 12.13 Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 12.14 Table of Contents, Headings, Etc.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[Indenture signature page follows]

[Indenture signature page]

Dated as of December 1, 1999

EQUINIX, INC.

By: /s/ Jay S. Adelson

Name: Jay S. Adelson
Title: Secretary

STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A.,
as Trustee

By: /s/ Scott C. Emmons

Name: Scott C. Emmons
Title: Vice President

EXHIBIT A-1

(Face of Note)

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

This Note is issued with original issue discount for purposes of Section 1271 et seq. of the Internal Revenue Code. For each $1,000 of principal amount of this Security, the issue price is $949.35 and the amount of original issue discount is $50.65. The issue date of this Security is December 1, 1999 and the yield to maturity is 14.074%.

CUSIP_____

13% Senior Notes due 2007

No. $200,000,000

EQUINIX, INC.

promises to pay to [Insert if a Global Note: Cede & Co.][Insert if a Definitive Note:_____]

or registered assigns, the principal sum of

Dollars on December 1, 2007.

Interest Payment Dates: December 1 and June 1.

Record Dates: November 15 and May 15.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: December 1, 1999

EQUINIX, INC.

By: _____
Name:
Title:

By:_____

Name:
Title:

Trustee's Certificate of Authentication

This is one of the Notes referred to in the within-mentioned Indenture:

Dated: December 1, 1999

STATE STREET BANK AND TRUST COMPANY
OF CALIFORNIA, N.A., as Trustee

By:

_____
Authorized Signatory

(Back of Note)

13% Senior Notes due 2007

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. Equinix, Inc., a Delaware corporation (the "Company"), promises to pay interest on the principal amount of this Note at 13% per annum from December 1, 1999 until maturity and shall pay the Liquidated Damages payable in accordance with the provisions of the following paragraph. The Company shall pay interest and Liquidated Damages semi-annually on December 1 and June 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; provided that if there is no existing Default or Event of Default relating to the payment of interest, and if this Note is authenticated between a Record Date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; provided, further, that the first Interest Payment Date shall be June 1, 2000. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at a rate that is 1.0% per annum in excess of the rate then in effect; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Liquidated Damages (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The Holder of this Note is entitled to the benefits of the Registration Rights Agreement. If (a) the Company fails to file any of the Registration Statements required by the Registration Rights Agreement on or before the date specified for such filing, (b) any of such Registration Statements is not declared effective by the Commission on or prior to the date specified for such effectiveness, (c) the Company fails to consummate the Registered Exchange Offer within 210 days of the Issue Date with respect to the Exchange Offer Registration Statement, or (d) any Registration Statement required by the Registration Rights Agreement is declared effective but thereafter ceases to be effective or usable in connection with its intended purpose (each such event referred to in clauses (a) through (d) above a "Registration Default"), then the Company shall pay to each holder of Transfer Restricted Notes (as defined in the Registration Rights Agreement) affected thereby liquidated damages ("Liquidated Damages") which shall accrue and be payable semi-annually on the Notes and the Exchange Notes (in addition to the stated interest on the Notes and the Exchange Notes) from and including the date such Registration Default occurs to, but excluding the date on which the applicable Registration Statement is filed or is declared effective, the Registered Exchange Offer is consummated, or the applicable Registration Statement is again declared effective or made usable. During the time that Liquidated Damages is accruing continuously, the rate of such Liquidated Damages shall be 0.50% per annum during the first 90-day period and shall increase by 0.25% per annum for each subsequent 90-day period, but in no event shall such rate exceed 1.50% per annum in the aggregate regardless of the number of Registration Defaults. If, after the cure of all Registration

Defaults then in effect, there is a subsequent Registration Default, the rate of Liquidated Damages for such subsequent Registration Default shall initially be 0.50%, regardless of the Liquidated Damages rate in effect with respect to any prior Registration Default at the time of the cure of such Registration Default.

2. METHOD OF PAYMENT. The Company shall pay interest on the Notes (except defaulted interest) and Liquidated Damages to the Persons who are registered Holders at the close of business on May 15 or November 15 next preceding the Interest Payment Date, even if such Notes are canceled after such Record Date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal, premium and Liquidated Damages, if any, and interest at the office or agency of the Company maintained for such purpose within or outside of the City and State of New York, or, at the option of the

Company, payment of interest and Liquidated Damages may be made by check mailed to the Holders at their addresses set forth in the register of Holders kept by the Registrar, and provided that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest, premium and Liquidated Damages on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, State Street Bank and Trust Company of California, N.A., the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Restricted Subsidiaries may act in any such capacity.

4. INDENTURE. The Company issued the Notes under an Indenture dated as of December 1, 1999 ("Indenture") between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code Sections 77aaa-77bbbb) (the "TIA"). The Notes are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are obligations of the Company limited to $200 million in aggregate principal amount.

5. OPTIONAL REDEMPTION.

(a) The Notes shall not be redeemable at the Company's option prior to December 1, 2003. Thereafter, the Notes shall be subject to redemption at any time at the option of the Company, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon to the applicable redemption date (subject to the right of Holders as of the relevant Record Date to receive interest due on the relevant Interest Payment Date), if redeemed during the twelve-month period beginning on December 1 of the years indicated below:

Year	Percentage
2003.....	106.500%
2004.....	103.250%
2005 and thereafter.....	100.000%

(b) Any redemption pursuant to this Section 5 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. MANDATORY REDEMPTION. The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. REPURCHASE AT OPTION OF HOLDER.

(a) Upon the occurrence of a Change of Control, each Holder shall have the right to require the Company to purchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price in cash equal to 101% of the aggregate principal amount thereof (the "Change of Control Payment"), plus accrued and unpaid interest (and Liquidated Damages, if any) thereon to the date of purchase (subject to the right of Holders as of a Record Date to receive interest due on the relevant Interest Payment Date); provided, that, the Company shall not be obligated to repurchase Notes pursuant to a Change of Control Offer in the event that it has exercised its rights to redeem all of the Notes pursuant to the Indenture. Within 30 days following any Change of Control, the Company shall mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to purchase Notes on the date specified in such notice, which date shall be no earlier than 30 and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), in accordance with the procedures required by the Indenture and described in such notice.

(b) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws and regulations are applicable in connection with the purchase of Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with any of the provisions of

this covenant, the Company shall comply with the applicable securities laws and regulations and will be deemed not to have breached its obligations under this covenant by virtue thereof.

(c) On the Change of Control Payment Date, the Company shall, to the extent lawful, (1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (2) deposit with the Paying Agent an amount equal to the Change of Control Payment plus accrued and unpaid interest thereon and Liquidated Damages, if any, in respect of all Notes or portions thereof so tendered and (3) deliver or cause to be delivered to the Trustee Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company. The Paying Agent shall promptly mail or deliver to each Holder so tendered the Change of Control Payment plus accrued and unpaid interest thereon and Liquidated Damages, if any, for such Notes, and the Trustee

shall promptly authenticate and mail or deliver (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of Notes surrendered, if any; provided that each such new Note will be in a principal amount of $1,000 or an integral multiple thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(d) The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, consummate any Asset Sale, unless (i) the Company (or such Restricted Subsidiary, as the case may be) receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Board of Directors (including as to the value of all noncash consideration) and set forth in an Officers' Certificate delivered to the Trustee) of the assets or Equity Interests issued or sold or otherwise disposed of and (ii) at least 75% of the consideration therefor is in the form of cash and/or Cash Equivalents or Qualified Consideration, and (iii) the Net Cash Proceeds received by the Company (or such Restricted Subsidiary, as the case may be) from such Asset Sale are applied within 360 days following the receipt of such Net Cash Proceeds, to the extent the Company (or such Restricted Subsidiary, as the case may be) elects, (a) to the redemption or repurchase of outstanding Indebtedness (I) that is either (A) secured Indebtedness or (B) Indebtedness of the Company that ranks equally with the Notes but has a maturity date that is prior to the maturity date of the Notes, in either case other than Subordinated Indebtedness or (II) that is Indebtedness of a Restricted Subsidiary and/or (b) to reinvest such Net Cash Proceeds (or any portion thereof) in properties or assets (including Equity Interests of a person that will become a Restricted Subsidiary as a result of such investment) that will be used in a Permitted Business. The balance of such Net Cash Proceeds, after the application of such Net Cash Proceeds as described in the immediately preceding clauses (a) and (b), shall constitute "Excess Proceeds."

(e) When the aggregate amount of Excess Proceeds equals or exceeds $10 million (taking into account income earned on such Excess Proceeds), the Company shall be required to make a pro rata offer to all Holders and pari passu Indebtedness with comparable provisions requiring such Indebtedness to be purchased with the proceeds of such Asset Sale (an "Asset Sale Offer") to purchase the maximum principal amount or accreted value in the case of Indebtedness issued with an original issue discount of Notes and pari passu Indebtedness that may be purchased out of the Excess Proceeds, at a purchase price in cash in an amount equal to 100% of the principal amount thereof or the accreted value thereof, as applicable, plus accrued and unpaid interest thereon to the date of purchase (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date), in accordance with the procedures set forth in Article 3 of the Indenture and the agreements governing such pari passu Indebtedness. To the extent that any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and pari passu Indebtedness tendered into such Asset Sale Offer surrendered by Holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and pari passu Indebtedness to be purchased on a pro rata basis in proportion to the respective principal amounts (or accreted values in the case of Indebtedness issued with an original issue discount) of the Notes and such other Indebtedness. Upon completion of such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero for purposes of the first sentence of this paragraph.

8. NOTICE OF REDEMPTION. Notice of redemption shall be mailed at least 30 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest shall cease to accrue on

Notes or portions thereof called for redemption.

9. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a Record Date and the corresponding Interest Payment Date.

10. PERSONS DEEMED OWNERS. The registered Holder of a Note on the Registrar's books may be treated as its owner for all purposes under the Indenture.

11. AMENDMENT, SUPPLEMENT AND WAIVER. Subject to certain exceptions, the Indenture and the Notes may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes, and any existing default or compliance with any provision of the Indenture or the Note may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes. Without the consent of any Holder of a Note, the Indenture or the Notes may be amended or supplemented among other things, to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Company's obligations to Holders of the Notes in case of a merger or consolidation or sale of all or substantially all of the Company's assets in accordance with the terms of the Indenture, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, or to comply with the requirements of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

12. DEFAULTS AND REMEDIES.

(a) Events of Default under the Indenture include: (i) the failure to pay interest on, including Liquidated Damages, if any, with respect to, the Notes, when the same becomes due and payable if such default continues for a period of 30 days, (ii) the failure to pay principal of any Notes when such principal becomes due and payable, at maturity, upon redemption or otherwise; (iii) failure by the Company or any Restricted Subsidiary to comply with Sections 4.10 or 4.14 of the Indenture; (iv) failure by the Company or any Restricted Subsidiary for 60 days after notice to comply with any of its other agreements in the Indenture, the Escrow Agreement or this Note; (v) default under any mortgage, indenture or instrument

under which there may be issued or by which there may be secured or evidenced any Indebtedness by the Company or any of the Restricted Subsidiaries (or the payment of which is Guaranteed by the Company or any of the Restricted Subsidiaries) whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, and either such Indebtedness is already due and payable or such default results in the acceleration of such Indebtedness prior to its express maturity and, in each case, the amount of any such Indebtedness, together with the amount of any other such Indebtedness or the maturity of which has been so accelerated, aggregates $10.0 million or more; (vi) failure by the Company or any of the Restricted Subsidiaries to pay final judgments not subject to appeal aggregating in excess of $10.0 million; (vii) one or more judgments, orders or decrees for the payment of money in excess of $10.0 million, individually or in the aggregate (net of applicable insurance coverage which is acknowledged in writing by the insurer), shall be entered against the Company or any Restricted Subsidiary or any of their respective properties and shall not be discharged and there shall have been a period of 60 days or more during which a stay of enforcement of such judgment or order, by reason of pending appeal or otherwise, shall not be in effect; (viii) the Company shall assert or acknowledge in writing that the Escrow Agreement is invalid or unenforceable; or (ix) certain events of bankruptcy or insolvency with respect to the Company or any of its Significant Subsidiaries.

(b) If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all principal of, premium (if any) on and interest on the Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency with respect to the Company or a Significant Subsidiary, all outstanding Notes will become due and payable without further action or notice.

(c) Holders may not directly enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power.

(d) The Holders of a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of all the Holders waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default in the payment of principal of, premium, if any, or interest on the Notes.

(e) The Company shall be required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company shall be required upon becoming aware of any Default or Event of Default to deliver to the Trustee a statement specifying such Default or Event of Default. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal of, premium, if any, or interest on, the Notes) if it determines that withholding notice is in their interest.

13. TRUSTEE DEALINGS WITH COMPANY. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the

Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

14. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Company, as such, will have any liability for any obligations of the Company with respect to the Notes or the Indenture, or for any claim based on, or in respect or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note will waive and release any and all such liability. Such waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under federal securities laws and it is the view of the Commission that such a waiver is against public policy.

15. AUTHENTICATION. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders under the Indenture, Holders shall have all the rights set forth in the Registration Rights Agreement.

18. CUSIP NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to:

Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Attention: Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below: (I) or (we) assign and transfer this Note to

_____
(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____
(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date:_____ Your Signature:

(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:_____

SIGNATURE GUARANTEE:

_____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.14 of the Indenture, check the box below:

(B) Section 4.10 (B) Section 4.14

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased: $_____

Date:_____ Your Signature:

(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:_____

SIGNATURE GUARANTEE:

_____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE/1/

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

<TABLE>
<CAPTION>

	Amount of decrease in Principal Amount of	Amount of increase in Principal Amount of	Principal Amount of this Global Note following such

Date of Exchange	this Global Note	this Global Note	decrease (or increase)
<S>	<C>	<C>	<C>

</TABLE>

_____
/1/ This should be included only if the Note is issued in global form.

EXHIBIT A-2

(Face of Regulation S Temporary Global Note)

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, PRIOR TO THE EXPIRATION OF A DISTRIBUTION COMPLIANCE PERIOD (DEFINED AS 40 DAYS AFTER THE ISSUE DATE WITH RESPECT TO THE NOTES), MAY NOT BE: OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A)(1) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S, AS DEFINED IN THE SECURITIES ACT OR (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT ("RULE 144A") IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144, AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES.

THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR CERTIFICATED NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN). NEITHER THE HOLDER NOR THE BENEFICIAL OWNERS OF THIS REGULATION S TEMPORARY GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF INTEREST HEREON.

CUSIP _____

13% Senior Notes due 2007

No. $

This Note is issued with original issue discount for purposes of Section 1271 et seq. of the Internal Revenue Code. For each $1,000 of principal amount of this Security, the issue price is $949.35 and the amount of original issue discount is $50.65. The issue date of this Security is December 1, 1999 and the yield to maturity is 14.074%.

EQUINIX, INC. promises to pay to Cede & Co. or registered assigns, the principal sum of 200,000 Dollars on December 1, 2007.

Interest Payment Dates: June 1 and December 1.
Record Dates: May 15 and November 15.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: December 1, 1999

EQUINIX, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Trustee's Certificate of Authentication

This is one of the Notes referred to in the within-mentioned Indenture:

Dated: December 1, 1999

STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as Trustee

By: _____
Authorized Signatory

EQUINIX, INC.

By:_____
Name:
Title:

By:_____
Name:
Title:

(Back of Regulation S Temporary Global Note)

13% Senior Notes due 2007

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. Equinix, Inc., a Delaware corporation (the "Company"), promises to pay interest on the principal amount of this Note at 13% per annum from December 1, 1999 until maturity and shall pay the Liquidated Damages payable in accordance with the provisions of the following paragraph. The Company shall pay interest and Liquidated Damages semi-annually on December 1 and June 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; provided that if there is no existing Default or Event of Default relating to the payment of interest, and if this Note is authenticated between a Record Date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; provided, further, that the first Interest Payment Date shall be June 1, 2000. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at a rate that is 1.0% per annum in excess of the rate then in effect; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Liquidated Damages (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The Holder of this Note is entitled to the benefits of the Registration Rights Agreement. If (a) the Company fails to file any of the Registration Statements required by the Registration Rights Agreement on or before the date specified for such filing, (b) any of such Registration Statements is not declared effective by the Commission on or prior to the date specified for such effectiveness, (c) the Company fails to consummate the Registered Exchange Offer within 210 days of the Issue Date with respect to the Exchange Offer Registration Statement, or (d) any Registration Statement required by the Registration Rights Agreement is declared effective but thereafter ceases to be effective or usable in connection with its intended purpose (each such event referred to in clauses (a) through (d) above a "Registration Default"), then the Company shall pay to each holder of Transfer Restricted Notes (as defined in the Registration Rights Agreement) affected thereby liquidated damages ("Liquidated Damages") which shall accrue and be payable semi-annually on the Notes and the Exchange Notes (in addition to the stated interest on the Notes and the Exchange Notes) from and including the date such Registration Default occurs to, but excluding the date on which the applicable Registration Statement is filed or is

declared effective, the Registered Exchange Offer is consummated, or the applicable Registration Statement is again declared effective or made usable. During the time that Liquidated Damages is accruing continuously, the rate of such Liquidated Damages shall be 0.50% per annum during the first 90-day period and shall increase by 0.25% per annum for each subsequent 90-day period, but in no event shall such rate exceed 1.50% per annum in the aggregate regardless of the number of Registration Defaults. If, after the cure of all Registration

Defaults then in effect, there is a subsequent Registration Default, the rate of Liquidated Damages for such subsequent Registration Default shall initially be 0.50%, regardless of the Liquidated Damages rate in effect with respect to any prior Registration Default at the time of the cure of such Registration Default.

2. METHOD OF PAYMENT. The Company shall pay interest on the Notes (except defaulted interest) and Liquidated Damages to the Persons who are registered Holders at the close of business on the May 15 or November 15 next preceding the Interest Payment Date, even if such Notes are canceled after such Record Date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal, premium and Liquidated Damages, if any, and interest at the office or agency of the Company maintained for such purpose within or outside of the City and State of New York, or, at the option of the Company, payment of interest and Liquidated Damages may be made by check mailed to the Holders at their addresses set forth in the register of Holders kept by the Registrar, and provided that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest, premium and Liquidated Damages on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, State Street Bank and Trust Company of California, N.A., the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Restricted Subsidiaries may act in any such capacity.

4. INDENTURE. The Company issued the Notes under an Indenture dated as of December 1, 1999 ("Indenture") between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code Sections 77aaa-77bbbb) (the "TIA"). The Notes are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are obligations of the Company limited to $200.0 million in aggregate principal amount.

5. OPTIONAL REDEMPTION.

(a) The Notes shall not be redeemable at the Company's option prior to December 1, 2003. Thereafter, the Notes shall be subject to redemption at any time at the option of the Company, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon to the applicable redemption date (subject to the right of Holders as of a relevant Record Date to receive interest due on the relevant Interest Payment Date), if redeemed during the twelve-month period beginning on December 1 of the years indicated below:

Year	Percentage
2003	106.500%
2004	103.250%
2005 and thereafter	100.000%

(b) Any redemption pursuant to this Section 5 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. MANDATORY REDEMPTION. The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. REPURCHASE AT OPTION OF HOLDER.

(a) Upon the occurrence of a Change of Control, each Holder shall have the right to require the Company to purchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price in cash equal to 101% of the aggregate principal amount thereof (the "Change of Control Payment"), plus accrued and unpaid interest (and Liquidated Damages, if any) thereon to the date of purchase (subject to the right of Holders as of a Record Date to receive interest due on the relevant Interest Payment Date); provided, that, the Company shall not be obligated to repurchase Notes pursuant to a Change of Control Offer in the event that it has exercised its rights to redeem all of the Notes pursuant to the Indenture. Within 30 days following any Change of Control, the Company shall mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to purchase Notes on the date specified in such notice, which date shall be no earlier than 30 and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), in accordance with the procedures required by the Indenture and described in such notice.

(b) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws and regulations are applicable in connection with the purchase of Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with any of the provisions of this covenant, the Company shall comply with the applicable securities laws and regulations and will be deemed not to have breached its obligations under this covenant by virtue thereof.

(c) On the Change of Control Payment Date, the Company shall, to the extent lawful, (1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (2) deposit with the Paying Agent an amount equal to the Change of Control Payment plus accrued and unpaid interest thereon and Liquidated Damages, if any, in respect of all Notes or portions thereof so tendered and (3) deliver or cause to be delivered to the Trustee Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company. The Paying Agent shall promptly mail or deliver to each Holder so tendered the Change of Control Payment plus accrued and unpaid interest thereon and Liquidated Damages, if any, for such Notes, and the Trustee

shall promptly authenticate and mail or deliver (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of Notes surrendered, if any; provided that each such new Note shall be in a principal amount of $1,000 or an integral multiple thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(d) The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, consummate any Asset Sale, unless (i) the Company (or such Restricted Subsidiary, as the case may be) receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Board of Directors (including as to the value of all noncash consideration) and set forth in an Officers' Certificate delivered to the Trustee) of the assets or Equity Interests issued or sold or otherwise disposed of and (ii) at least 75% of the consideration therefor is in the form of cash and/or Cash Equivalents or Qualified Consideration, and (iii) the Net Cash Proceeds received by the Company (or such Restricted Subsidiary, as the case may be) from such Asset Sale are applied within 360 days following the receipt of such Net Cash Proceeds, to the extent the Company (or such Restricted Subsidiary, as the case may be) elects, (a) to the redemption or repurchase of outstanding Indebtedness (I) that is either (A) secured Indebtedness or (B) Indebtedness of the Company that ranks equally with the Notes but has a maturity date that is prior to the maturity date of the Notes, in either case other than Subordinated Indebtedness or (II) that is Indebtedness of a Restricted Subsidiary and/or (b) to reinvest such Net Cash Proceeds (or any portion thereof) in properties or assets (including Equity Interests of a person that will become a Restricted Subsidiary as a result of such investment) that will be used in a Permitted Business. The balance of such Net Cash Proceeds, after the application of such Net Cash Proceeds as described in the immediately preceding clauses (a) and (b), shall constitute "Excess Proceeds."

(e) When the aggregate amount of Excess Proceeds equals or exceeds $10 million (taking into account income earned on such Excess Proceeds), the Company shall be required to make a pro rata offer to all Holders and pari passu Indebtedness with comparable provisions requiring such Indebtedness to be purchased with the proceeds of such Asset Sale (an "Asset Sale Offer") to purchase the maximum principal amount or accreted value in the case of Indebtedness issued with an original issue discount of Notes and pari passu Indebtedness that may be purchased out of the Excess Proceeds, at a purchase price in cash in an amount equal to 100% of the principal amount thereof or the accreted value thereof, as applicable, plus accrued and unpaid interest thereon

to the date of purchase (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date), in accordance with the procedures set forth in Article 3 of the Indenture and the agreements governing such pari passu Indebtedness. To the extent that any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and pari passu Indebtedness tendered into such Asset Sale Offer surrendered by Holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and pari passu Indebtedness to be purchased on a pro rata basis in proportion to the respective principal amounts (or accreted values in the case of Indebtedness issued with an original issue discount) of the Notes and such other Indebtedness. Upon completion of such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero for purposes of the first sentence of this paragraph.

8. NOTICE OF REDEMPTION. Notice of redemption shall be mailed at least 30 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest shall cease to accrue on Notes or portions thereof called for redemption.

9. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a Record Date and the corresponding Interest Payment Date.

10. PERSONS DEEMED OWNERS. The registered Holder of a Note on the Registrar's books may be treated as its owner for all purposes under the Indenture.

11. AMENDMENT, SUPPLEMENT AND WAIVER. Subject to certain exceptions, the Indenture and the Notes may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes, and any existing default or compliance with any provision of the Indenture or the Note may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes. Without the consent of any Holder of a Note, the Indenture or the Notes may be amended or supplemented among other things, to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Company's obligations to Holders of the Notes in case of a merger or consolidation or sale of all or substantially all of the Company's assets in accordance with the terms of the Indenture, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, or to comply with the requirements of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

12. DEFAULTS AND REMEDIES.

(a) Events of Default under the Indenture include: (i) the failure to pay interest on, including Liquidated Damages, if any, with respect to, the Notes, when the same becomes due and payable if such default continues for a period of 30 days, (ii) the failure to pay principal of any Notes when such principal becomes due and payable, at maturity, upon redemption or otherwise; (iii) failure by the Company or any Restricted Subsidiary to comply with Sections 4.10 or 4.14 of the Indenture; (iv) failure by the Company or any Restricted Subsidiary for 60 days after notice to comply with any of its other agreements in the Indenture, the Escrow Agreement or this Note; (v) default under any mortgage, indenture or instrument

under which there may be issued or by which there may be secured or evidenced any Indebtedness by the Company or any of the Restricted Subsidiaries (or the payment of which is Guaranteed by the Company or any of the Restricted Subsidiaries) whether such Indebtedness or Guarantee now exists, or is created

after the Issue Date, and either such Indebtedness is already due and payable or such default results in the acceleration of such Indebtedness prior to its express maturity and, in each case, the amount of any such Indebtedness, together with the amount of any other such Indebtedness or the maturity of which has been so accelerated, aggregates $10.0 million or more; (vi) failure by the Company or any of the Restricted Subsidiaries to pay final judgments not subject to appeal aggregating in excess of $10.0 million or more; or (vii) one or more judgments, orders or decrees for the payment of money in excess of $10.0 million, individually or in the aggregate (net of applicable insurance coverage which is acknowledged in writing by the insurer), shall be entered against the Company or any Restricted Subsidiary or any of their respective properties and shall not be discharged and there shall have been a period of 60 days or more during which a stay of enforcement of such judgment or order, by reason of pending appeal or otherwise, shall not be in effect; or (viii) the Company shall assert or acknowledge in writing that the Escrow Agreement is invalid or unenforceable; or (ix) certain events of bankruptcy or insolvency with respect to the Company or any of its Significant Subsidiaries.

(b) If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all principal of, premium (if any) on and interest on the Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency with respect to the Company or a Significant Subsidiary, all outstanding Notes shall become due and payable without further action or notice.

(c) Holders may not directly enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power.

(d) The Holders of a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of all Holders waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default in the payment of principal of, premium, if any, or interest on the Notes.

(e) The Company shall be required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company shall be required upon becoming aware of any Default or Event of Default to deliver to the Trustee a statement specifying such Default or Event of Default. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal of, premium, if any, or interest on, the Notes) if it determines that withholding notice is in their interest.

13. TRUSTEE DEALINGS WITH COMPANY. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the

Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

14. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Company, as such, will have any liability for any obligations of the Company with respect to the Notes or the Indenture, or for any claim based on, or in respect or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note will waive and release any and all such liability. Such waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under federal securities laws and it is the view of the Commission that such a waiver is against public policy.

15. AUTHENTICATION. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders under the Indenture, Holders shall have all the rights set forth in the Registration Rights Agreement.

18. CUSIP NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to:

Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Attention: Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below: (I) or (we) assign and transfer this Note to

_____
(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____
(Print or type assignee's name, address and zip code)

and irrevocably appoint_____

to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date:_____ Your Signature:_____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No:_____

SIGNATURE GUARANTEE:

_____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.14 of the Indenture, check the box below:

[_] Section 4.10 [_] Section 4.14

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased: $

Date:_____ Your Signature:_____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No:_____

SIGNATURE GUARANTEE:

_____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of

the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF REGULATION S TEMPORARY GLOBAL NOTE

The following exchanges of a part of this Regulation S Temporary Global Note for an interest in another Global Note, or of other Restricted Global Notes for an interest in this Regulation S Temporary Global Note, have been made:

<TABLE>
<CAPTION>

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)
<S>	<C>	<C>	<C>

</TABLE>

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFER

Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Attention: Chief Financial Officer

State Street Bank and Trust Company
of California, N.A.,
as Trustee
633 West 5th Street, 12th Floor
Los Angeles, CA 90071

Attention: Corporate Trust Department

Re: Equinix, Inc. 13% Senior Notes due 2007

Reference is hereby made to the Indenture, dated as of December 1, 1999 (the "Indenture"), between Equinix, Inc., as issuer (the "Company"), and State Street Bank and Trust Company of California, N.A., as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Transferor") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $____ in such Note[s] or interests (the "Transfer"), to _____ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

(1) [_] Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Definitive Note Pursuant to Rule 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Definitive Note and in this Indenture and the Securities Act.

(2) [_] Check if Transferee will take delivery of a beneficial interest in the Temporary Regulation S Global Note, the Regulation S Global Note or a

Definitive Note pursuant to Regulation S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a Person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of this Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Global Note, the Temporary Regulation S Global Note and/or the Definitive Note and in this Indenture and the Securities Act.

(3) [_] Check and complete if Transferee will take delivery of a beneficial interest in a Definitive Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) [_] such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) [_] such Transfer is being effected to the Company or a Subsidiary thereof;

or

(c) [_] such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act.

(4) [_] Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or of an Unrestricted Definitive Note.

(a) [_] Check if Transfer is pursuant to Rule 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in this Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of this Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in this Indenture.

(b) [_] Check if Transfer is Pursuant to Regulation S. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in this Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of this Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) [_] Check if Transfer is Pursuant to other Exemption. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer

restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in this Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

_____
(Insert Name of Transferor)

By:_____
Name:
Title:

Dated:_____

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

(a) [_] a beneficial interest in the:

(i) [_] 144A Global Note (CUSIP ___), or

(ii) [_] Regulation S Global Note (CUSIP ___) or

(b) (B) a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

(a) [_] a beneficial interest in the:

(i) [_] 144A Global Note (CUSIP ___), or

(ii) [_] Regulation S Global Note (CUSIP ___); or

(iii) [_] Unrestricted Global Note (CUSIP ___); or

(b) [_] a Restricted Definitive Note; or

(c) [_] an Unrestricted Definitive Note,

in accordance with the terms of the Indenture.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Attention: Chief Financial Officer

State Street Bank and Trust Company
of California, N.A.,
as Trustee
633 West 5th Street, 12th Floor
Los Angeles, CA 90071

Attention: Corporate Trust Department

Re: Equinix, Inc. 13% Senior Notes due 2007

(CUSIP _____)

Reference is hereby made to the Indenture, dated as of December 1,

1999 (the "Indenture"), between Equinix, Inc., as issuer (the "Company") and State Street Bank and Trust Company of California, N.A., as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Owner") owns and proposes to exchange the Note(s) or interest in such Note(s) specified herein, in the principal amount of $_____ in such Note(s) or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1. Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note

(a) [_] Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note. In connection with the Exchange of the owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(b) [_] Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(c) [_] Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note. In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(d) [_] Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note. In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes

(a) [_] Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on

transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in this Indenture and the Securities Act.

(b) [_] Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note. In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE] (B) 144A Global Note, (B) Regulation S Global Note, with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in this Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

_____
(Insert Name of Owner)

By:_____
Name:
Title:

Dated:_____

EXHIBIT 10.2

WARRANT AGREEMENT

Dated as of December 1, 1999

By and Between

EQUINIX, INC.

and

STATE STREET BANK AND TRUST COMPANY
OF CALIFORNIA, N.A.
as Warrant Agent

Warrants to Purchase Common Stock

Par Value $.001 Per Share

TABLE OF CONTENTS

ARTICLE 1

ISSUANCE, FORM, EXECUTION, DELIVERY AND
REGISTRATION OF WARRANT CERTIFICATES

<TABLE>
<CAPTION>

</TABLE>

<TABLE>
<CAPTION>

INDEX OF DEFINED TERMS

Defined Term	Section
Affiliate	5.01(l)
Agreement	Recitals
Business Day	2.01
Capital Stock	5.01(1)
Common Stock	Recitals
Company	Recitals
Current Market Value	5.01(1)
Definitive Warrants	1.02
Distribution	5.03
Distribution Rights	5.03
Election To Exercise	2.02(b)
Exercisability Date	2.02(a)
Exercise Date	2.02(d)
Exercise Event	2.02(a)
Exercise Price	2.02(a)
Exercise Rate	2.02(a)
Expiration Date	2.01
Fundamental Transaction	5.01(d)
Global Shares	2.02(f)
Global Warrants	1.02
Indenture	Recitals
Independent Financial Expert	5.01(1)
Initial Public Equity Offering	2.02(a)
Initial Purchasers	Recitals
Notes	Recitals
Notice Date	2.05(b)
Officers' Certificate	1.08(d)
Person	2.02(a)
Private Placement Legend	1.08(g)
Prospectus	4.02
Registrar	1.07

WARRANT AGREEMENT

WARRANT AGREEMENT ("Agreement"), dated as of December 1, 1999 by and between EQUINIX, INC., a Delaware corporation (together with any successor thereto, the "Company"), and STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as warrant agent (with any successor Warrant Agent, the "Warrant Agent").

WHEREAS, the Company has entered into a purchase agreement (the "Purchase Agreement") dated November 24, 1999 with Salomon Smith Barney Inc. ("Salomon Smith Barney"), Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated (collectively, the "Initial Purchasers") in which the Company has agreed to sell to the Initial Purchasers 200,000 units (the "Units") consisting in the aggregate of (i) $200,000,000 aggregate principal amount of Senior Notes due 2007 (the "Notes") of the Company to be issued under an indenture dated as of December 1, 1999 (the "Indenture"), between the Company and State Street Bank and Trust Company of California, N.A., as trustee (in such capacity, the "Trustee"), and (ii) 2,251,000 Warrants (the "Warrants"), each Warrant initially entitling the holder thereof to purchase 11.255 shares of Common Stock, par value $.001 per share (the "Common Stock"), of the Company. The certificates evidencing the Warrants are herein referred to collectively as the "Warrant Certificates"; and

WHEREAS, each Unit will consist of one Note in the principal amount of $1,000 and Warrants; the Notes and the Warrants comprising part of the Units shall not be separately transferable until the Separability Date (as defined below); and

WHEREAS, the price of the units includes the exercise price of the Warrants; and

WHEREAS, the holders of the Warrants are entitled to the benefits of a Common Stock Registration Rights Agreement dated as of December 1, 1999 between the Company and the Initial Purchasers (the "Registration Rights Agreement"); and

WHEREAS, the Company desires the Warrant Agent as warrant agent to assist the Company in connection with the issuance, exchange, cancellation, replacement and exercise of the Warrants, and in this Agreement wishes to set forth, among other things, the terms and conditions on which the Warrants may be issued, exchanged, cancelled, replaced and exercised;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

ISSUANCE, FORM, EXECUTION, DELIVERY AND REGISTRATION OF WARRANT CERTIFICATES

SECTION 1.1 Issuance of Warrants. Warrants comprising part of the Units shall be originally issued in connection with the issuance of the Units and such Warrants shall not be separately transferable from the Notes until on or after the Separability Date as provided in Section 1.06 hereof.

Each Warrant Certificate shall evidence the number of Warrants specified therein, and each Warrant evidenced thereby shall, when exercisable as provided herein and therein, represent the right, subject to the provisions contained herein and therein, to purchase from the Company (and the Company shall issue and sell to the holder of such Warrant) 11.255 fully paid, registered and non-assessable shares of Common Stock at an exercise price of $0.01 per share. The number of Shares issuable upon exercise of a Warrant is subject to adjustment as provided herein and in the Warrant. The shares purchasable upon exercise of a Warrant are hereinafter referred to as the "Shares" and, unless the context otherwise requires, such term shall also include any other securities or property purchasable and deliverable upon exercise of a Warrant as provided in Article V, subject to adjustment as provided herein and in the Warrant.

SECTION 1.2 Form of Warrant Certificates. The Warrant Certificates will initially be issued either in global form (the "Global Warrants"), substantially in the form of Exhibit A hereto, or in registered form as definitive Warrant Certificates (the "Definitive Warrants") substantially in the form of Exhibit A attached hereto. Any Global Warrants to be delivered pursuant to this Agreement shall bear the legend set forth in Exhibit B attached hereto. Such Global Warrants shall represent such of the outstanding Warrants as shall be specified therein and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate. Any endorsement of a Global Warrant to reflect the amount of any increase or decrease in the amount of outstanding Warrants represented thereby shall be made by the Warrant Agent and the Depositary (as defined below) in accordance with instructions given by the holder thereof. The Depository Trust Company shall act as the Depositary with respect to the Global Warrants until a successor shall be appointed by the Company and the Warrant Agent.

SECTION 1.3 Execution of Warrant Certificates. The Warrant Certificates shall be executed on behalf of the Company by the chairman of its Board of Directors, its president or any vice president and attested by its secretary or assistant secretary. Such signatures may be the manual or facsimile signatures of the present or any future such officers. Typographical and other minor errors or defects in any such reproduction of any such signature shall not affect the validity or enforceability of any Warrant Certificate that has been duly countersigned and delivered by the Warrant Agent.

In case any officer of the Company who shall have signed any of the Warrant Certificates shall cease to be such officer before the Warrant Certificate so signed shall be countersigned and delivered by the Warrant Agent or disposed-of by the Company, such Warrant Certificate nevertheless may be countersigned and delivered or disposed of as though the person who signed such Warrant Certificate had not ceased to be such officer of the Company; and any Warrant Certificate may be signed on behalf of the Company by such persons as, at the actual date of the execution of such Warrant Certificate, shall be the proper officers of the Company, although at the date of the execution and delivery of this Agreement any such person was not such an officer.

SECTION 1.4 Authentication and Delivery. Subject to the immediately following paragraph, Warrant Certificates shall be authenticated by manual signature and dated the date of authentication by the Warrant Agent and shall not be valid for any purpose unless so

authenticated and dated. The Warrant Certificates shall be numbered and shall be registered in the Warrant Register (as defined in Section 1.07 hereof).

Upon the receipt by the Warrant Agent of a written order of the Company, which order shall be signed by the chairman of its Board of Directors, its president, chief financial officer or any vice president and attested by its secretary or assistant secretary, and shall specify the amount of Warrants to be authenticated, whether the Warrants are to be Global Warrants or Definitive Warrants, the date of such Warrants and such other information as the Warrant Agent may reasonably request, without any further action by the Company, the Warrant Agent is authorized, upon receipt from the Company at any time and from time to time of the Warrant Certificates, duly executed as provided in Section 1.03 hereof, to authenticate the Warrant Certificates and upon the holder's request deliver them. Such authentication shall be by a duly authorized signatory of the Warrant Agent (although it shall not be necessary for the same signatory to sign all Warrant Certificates).

In case any authorized signatory of the Warrant Agent who shall have authenticated any of the Warrant Certificates shall cease to be such authorized signatory before the Warrant Certificate shall be disposed of by the Company or the Warrant Agent, such Warrant Certificate nevertheless may be delivered or disposed of as though the person who authenticated such Warrant Certificate had not ceased to be such authorized signatory of the Warrant Agent; and any Warrant Certificate may be authenticated on behalf of the Warrant Agent by such persons as, at the actual time of authentication of such Warrant Certificates, shall be the duly authorized signatories of the Warrant Agent, although at the time of the execution and delivery of this Agreement any such person is not such an authorized signatory.

The Warrant Agent's authentication on all Warrant Certificates shall be in substantially the form set forth in Exhibit A hereto.

SECTION 1.5 Temporary Warrant Certificates. Pending the preparation of definitive Warrant Certificates, the Company may execute, and the Warrant Agent shall authenticate and deliver, temporary Warrant Certificates, which are printed, lithographed, typewritten or otherwise produced, substantially of the tenor of the definitive Warrant Certificates in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Warrant Certificates may determine, as evidenced by their execution of such Warrant Certificates.

If temporary Warrant Certificates are issued, the Company will cause definitive Warrant Certificates to be prepared without unreasonable delay. After the preparation of definitive Warrant Certificates, the temporary Warrant Certificates shall be exchangeable for definitive Warrant Certificates upon surrender of the temporary Warrant Certificates at any office or agency maintained by the Company for that purpose pursuant to Section 1.10 hereof. Subject to the provisions of Section 4.01 hereof, such exchange shall be without charge to the holder. Upon surrender for cancellation of any one or more temporary Warrant Certificates, the Company shall execute, and the Warrant Agent shall authenticate and deliver in exchange therefor, one or more definitive Warrant Certificates representing in the aggregate a like number of warrants. Until so exchanged, the holder of a temporary Warrant Certificate shall in all

respects be entitled to the same benefits under this Agreement as a holder of a definitive Warrant Certificate.

SECTION 1.6 Separation of Warrants and Notes. The Notes and the Warrants will not be separately transferable until the Separability Date. "Separability Date" shall mean the earliest to occur of: (i) June 1, 2000, (ii) the occurrence of an Exercise Event (as defined herein), (iii) the occurrence of an Event of Default (as defined in the Indenture), (iv) the date on which a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), with respect to a registered exchange offer for the Notes or covering the sale by holders of the Notes is declared effective under the Securities Act, or (v) such earlier date as may be determined by Salomon Smith Barney in its sole discretion and specified to the Company, the Trustee, the Warrant Agent and the Unit Agent in writing. Notwithstanding the foregoing, the Warrants shall become separately transferable on the date of commencement of a Change of Control Offer (as defined in the Indenture). The separation of the Warrants and the Notes is herein referred to as a "Separation."

SECTION 1.7 Registration. The Company will keep, at the office or agency maintained by the Company for such purpose, a register or registers in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of, and registration of transfer and exchange of, Warrants as provided in this Article. Each person designated by the Company from time to time as a person authorized to register the transfer and exchange

of the Warrants is hereinafter called, individually and collectively, the "Registrar." The Company hereby initially appoints the Warrant Agent as Registrar. Upon written notice to the Warrant Agent and any acting Registrar, the Company may appoint a successor Registrar for such purposes.

The Company will at all times designate one person (who may be the Company and who need not be a Registrar) to act as repository of a master list of names and addresses of the holders of Warrants (the "Warrant Register"). The Warrant Agent will act as such repository unless and until some other person is, by written notice from the Company to the Warrant Agent and the Registrar, designated by the Company to act as such. The Company shall cause each Registrar to furnish to such repository, on a current basis, such information as to all registrations of transfer and exchanges effected by such Registrar, as may be necessary to enable such repository to maintain the Warrant Register on as current a basis as is practicable.

SECTION 1.8 Registration of Transfers or Exchanges.

(a) Transfer or Exchange of Definitive Warrants. When Definitive Warrants are presented to the Warrant Agent with a request from the holder:

(i) to register the transfer of the Definitive Warrants; or

(ii) to exchange such Definitive Warrants for an equal number of Definitive Warrants of other authorized denominations,

the Warrant Agent shall register the transfer or make the exchange as requested if the requirements under this Warrant Agreement as set forth in this Section 1.08 hereof for such

transactions are met; provided, however, that the Definitive Warrants presented or surrendered by a holder for registration of transfer or exchange:

(x) shall be duly endorsed or accompanied by a written instruction of transfer or exchange in form satisfactory to the Company and the Warrant Agent, duly executed by such holder or by his attorney, duly authorized in writing; and

(y) in the case of Warrants the offer and sale of which have not been registered under the Securities Act and are presented for transfer or exchange prior to (X) the date which is two years (or such shorter period as may be prescribed by Rule 144(k) (or any successor provision thereto)) after the later of the date of original issuance of the Warrants and the last date on which the Company or any affiliate of the Company was the owner of such Warrants, or any predecessor thereto, and (Y) such later date, if any, as may be required by any subsequent change in applicable law (the "Resale Restriction Termination Date"), such Warrants shall be accompanied by the following additional information and documents, as

(A) if such warrants are being delivered to the Warrant Agent by a holder for registration in the name of such holder, without transfer, a certification from such holder to that effect (in substantially the form of Exhibit C hereto); or

(B) if such Warrants are being transferred to a qualified institutional buyer (as defined in Rule 144A under the Securities Act) (a "QIB") in accordance with Rule 144A under the Securities Act, a certification from the transferor to that effect (in substantially the form of Exhibit C hereto); or

(C) if such warrants are being transferred to an institutional "accredited investor" within the meaning of subparagraphs (a)(1), (a)(2), (a)(3) or (a)(7) of Rule 501 under the Securities Act (an "Institutional Accredited Investor"), delivery by the transferor of a certification to that effect (in substantially the form of Exhibit C hereto), and delivery by the proposed transferee of a Transferee Certificate for Institutional Accredited Investors (in substantially the form of Exhibit D hereto); or

(D) if such Warrants are being transferred in reliance on Regulation S under the Securities Act, delivery by the transferor of a certification to that effect (in substantially the form of Exhibit C hereto), and a Certificate for Regulation S Transfers in the form of Exhibit E hereto; or

(E) if such Warrants are being transferred in reliance on Rule 144 under the Securities Act, delivery by the transferor of (i) a certification from the transferor to that effect (in substantially the form of Exhibit C hereto), and (ii) an opinion of counsel reasonably satisfactory to the Company to the effect that such transfer is in compliance with the Securities Act; or

(F) if such Warrants are being transferred in reliance on another exemption from the registration requirements of the Securities Act, a

certification from the transferor to that effect (in substantially the form of Exhibit C hereto) and an opinion of counsel reasonably satisfactory to the Company to the effect that such transfer is in compliance with the Securities Act; provided that the Company may, based upon the views of its own counsel, instruct the Warrant Agent not to register such transfer in any case where the proposed transferee is not a QIB, Non-U.S. Person or Institutional Accredited Investor.

(b) (Restrictions on Transfer of a Definitive Warrant for a Beneficial Interest in a Global Warrant. A Definitive Warrant may not be transferred by a holder for a beneficial interest in a Global Warrant except upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of a Definitive Warrant, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Warrant Agent, together with:

(A) certification from such holder (in substantially the form of Exhibit C hereto) that such Definitive Warrant is being transferred to a QIB in accordance with Rule 144A under the Securities Act; and

(B) written instructions directing the Warrant Agent to make, or to direct the Depositary to make, an endorsement on the Global Warrant to reflect an increase in the aggregate amount of the Warrants represented by the Global Warrant,

then the Warrant Agent shall cancel such Definitive Warrant and cause, or direct the Depositary to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Warrant Agent, the number of Shares represented by the Global Warrant to be increased accordingly. If no Global Warrant is then outstanding, the Company shall issue and the Warrant Agent shall upon written instructions from the Company authenticate a new Global Warrant in the appropriate amount.

(c) Transfer or Exchange of Global Warrants. The transfer or exchange of Global Warrants or beneficial interests therein shall be effected through the Depositary, in accordance with this Section 1.08, the Private Placement Legend, this Agreement (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

(d) Transfer or Exchange of a Beneficial Interest in a Global Warrant for a Definitive Warrant.

(i) Any person having a beneficial interest in a Global Warrant may transfer or exchange such beneficial interest for a Definitive Warrant upon receipt by the Warrant Agent of written instructions or such other form of instructions as is customary for the Depositary from the Depositary or its nominee on behalf of any person having a beneficial interest in a Global Warrant, including a written order containing registration instructions and, in the case of any such transfer or exchange prior to the Resale Restriction Termination Date, the following additional information and documents:

(A) if such beneficial interest is being transferred to the person designated by the Depositary as being the beneficial

owner, a certification from such person to that effect (in substantially the form of Exhibit C hereto); or

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A under the Securities Act, a certification from the transferor to that effect (in substantially the form of Exhibit C hereto); or

(C) if such beneficial interest is being transferred to an Institutional Accredited Investor, delivery by the transferor of a certification to that effect (in substantially the form of Exhibit C hereto), and delivery by the proposed transferee of a Transferee Certificate for Institutional Accredited Investors (in substantially the form of Exhibit D hereto); or

(D) if such beneficial interest is being transferred in reliance on Regulation S under the Securities Act, delivery by the transferor of (i) a certification to that effect (in substantially in the form of Exhibit C hereto), and (ii) a Certificate for Regulation S Transfers in Transfers in the form of Exhibit E hereto; or

(E) if such beneficial interest is being transferred in reliance on Rule 144 under the Securities Act, delivery by the transferor of (i) a certification to that effect (in substantially the form of Exhibit C hereto) and (ii) an opinion of counsel reasonably satisfactory to the Company to the effect that such transfer is in compliance with the Securities Act; or

(F) if such beneficial interest is being transferred in reliance on another exemption from the registration requirements of the Securities Act, a certification from the transferor to that effect (in substantially the form of Exhibit C hereto) and an opinion of counsel reasonably satisfactory to the Company to the effect that such transfer is in compliance with the Securities Act; provided that the Company may instruct the Warrant Agent not to register such transfer in any case where the proposed transferee is not a QIB, Non-U.S. Person or Institutional Accredited Investor.

then the Warrant Agent will cause, in accordance with the standing instructions and procedures existing between the Depositary and the Warrant Agent, the aggregate amount of the Global Warrant to be reduced and, following such reduction, the Company will execute and, upon receipt of an authentication order in the form of an officers' certificate (a certificate signed by two officers of such company, one of whom must be the principal executive officer, principal financial officer or principal accounting officer) (an "Officers' Certificate"), the Warrant Agent will authenticate and deliver to the transferee a Definitive Warrant.

(ii) Definitive Warrants issued in exchange for a beneficial interest in a Global Warrant pursuant to this Section 1.08(d) shall be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent in writing. The Warrant Agent shall deliver such Definitive Warrants to the persons in whose names such Warrants are so registered and adjust the Global Warrant pursuant to paragraph (h) of this Section 1.08.

(e) Restrictions on Transfer or Exchange of Global Warrants. Notwithstanding any other provisions of this Agreement (other than the provisions set forth in subsection (f) of this Section 1.08), a Global Warrant may not be transferred or exchanged as a

whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(f) Authentication of Definitive Warrants in Absence

of Depositary. If at any time:
- -------------

(i) the Depositary for the Global Warrants notifies the Company that the Depositary is unwilling or unable to continue as Depositary for the Global Warrant and a successor Depositary for the Global Warrant is not appointed by the Company within 90 days after delivery of such notice; or

(ii) the Company, at its sole discretion, notifies the Warrant Agent in writing that it elects to cause the issuance of Definitive Warrants for all Global Warrants under this Agreement,

then the Company will execute, and the Warrant Agent will, upon receipt of an Officers' Certificate requesting the authentication and delivery of Definitive Warrants, authenticate and deliver Definitive Warrants, in an aggregate number equal to the aggregate number of warrants represented by the Global Warrant, in exchange for such Global Warrant.

(g) Private Placement Legend. Upon the registration of
----
transfer, exchange or replacement of Warrant Certificates not bearing the legend set forth in the first paragraph of Exhibit A attached hereto (the "Private
---------- -------
Placement Legend"), the Warrant Agent shall deliver Warrant Certificates that
- ----------------
do not bear the Private Placement Legend. Upon the registration of transfer, exchange or replacement of Warrant Certificates bearing the Private Placement Legend, the Warrant Agent shall deliver Warrant Certificates that bear the Private Placement Legend unless, and the Warrant Agent is hereby authorized to deliver Warrant Certificates without the Private Placement Legend if, (i) the requested transfer is not prior to the date which is two years (or such shorter period as may be prescribed by Rule 144(k) (or any successor provision thereto) under the Securities Act or any successor provision thereunder) after the later of the original Issue Date of the Warrants or the last day on which the Company or any of its Affiliates was the owner of the Warrant or any predecessor security, (ii) there is delivered to the Warrant Agent an opinion of counsel reasonably satisfactory to the Company and the Warrant Agent to the effect that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act or (iii) the Warrants to be transferred or exchanged represented by such Warrant Certificates are being transferred or exchanged pursuant to an effective registration statement under the Securities Act.

(h) Cancellation or Adjustment of a Global Warrant.

At such time as all beneficial interests in a Global Warrant have either been exchanged for Definitive Warrants, redeemed, repurchased or cancelled, such Global Warrant shall be returned to the Company or, upon written order to the Warrant Agent in the form of an Officers' Certificate from the Company, retained and cancelled by the Warrant Agent. At any time prior to such cancellation, if any beneficial interest in a Global Warrant is exchanged for Definitive warrants, redeemed, repurchased or cancelled, the number of Warrants represented by such Global

Warrant shall be reduced and an endorsement shall be made on such Global Warrant by the Warrant Agent to reflect such reduction.

(i) Obligations with Respect to Transfers or Exchanges
----
of Definitive Warrants.
- ----------------------

(i) To permit registrations of transfers or exchanges, the Company shall execute, at the Warrant Agent's request, and the Warrant Agent shall authenticate Definitive Warrants and Global Warrants.

(ii) All Definitive Warrants and Global Warrants issued upon any registration, transfer or exchange of Definitive Warrants or Global Warrants shall be the valid obligations of the Company, entitled to the same benefits under this Warrant Agreement as the Definitive Warrants or Global Warrants surrendered upon the registration of transfer or exchange.

(iii) Prior to due presentment for registration of transfer of any Warrant, the Warrant Agent and the Company may deem and treat the person in whose name any Warrant is registered as the absolute owner of such Warrant, and neither the Warrant Agent nor the Company shall be affected by notice to the contrary.

SECTION 1.9 Lost, Stolen, Destroyed, Defaced or Mutilated Warrant
----
Certificates. Upon receipt by the Company and the Warrant Agent (or any agent
- ------------

of the Company or the Warrant Agent, if requested by the Company) of evidence satisfactory to them of the loss, theft, destruction, defacement, or mutilation of any Warrant Certificate and of an indemnity bond satisfactory to them and, in the case of mutilation or defacement, upon surrender thereof to the Warrant Agent for cancellation, then, in the absence of notice to the Company or the Warrant Agent that such Warrant Certificate has been acquired by a bona fide purchaser or holder in due course, the Company shall execute, and an authorized signatory of the Warrant Agent shall manually authenticate and deliver, in exchange for or in lieu of the lost, stolen, destroyed, defaced or mutilated Warrant Certificate, a new Warrant Certificate representing a like number of Warrants, bearing a number or other distinguishing symbol not contemporaneously outstanding. Upon the issuance of any new Warrant Certificate under this Section in a name other than the prior registered holder of the lost, stolen, destroyed, defaced or mutilated Warrant Certificate, the Company may require the payment from the holder of such Warrant Certificate of a sum sufficient to cover any tax, stamp tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Warrant Agent and the Registrar) in connection therewith. Every substitute Warrant Certificate executed and delivered pursuant to this Section in lieu of any lost, stolen or destroyed Warrant Certificate shall constitute an additional contractual obligation of the Company, whether or not the lost, stolen or destroyed Warrant Certificate shall be at any time enforceable by anyone, and shall be entitled to the benefits of (but shall be subject to all the limitations of rights set forth in) this Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered hereunder. The provisions of this Section 1.09 are exclusive with respect to the replacement of lost, stolen, destroyed, defaced or mutilated Warrant Certificates and shall preclude (to the extent lawful) any and all other rights or remedies

notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement of lost, stolen, destroyed, defaced or mutilated Warrant Certificates.

The Warrant Agent is hereby authorized to authenticate in accordance with the provisions of this Agreement, and deliver the new Warrant Certificates required pursuant to the provisions of this Section.

SECTION 1.10 Offices for Exercise, etc. So long as any of the Warrants remain outstanding, the Company will designate and maintain in the Borough of Manhattan, The City of New York: (a) an office or agency where the Warrant Certificates may be presented for exercise, (b) an office or agency where the Warrant Certificates may be presented for registration of transfer and for exchange (including the exchange of temporary Warrant Certificates for definitive Warrant Certificates pursuant to Section 1.05 hereof), and (c) an office or agency where notices and demands to or upon the Company in respect of the Warrants or of this Agreement may be served. The Company may from time to time change or rescind such designation, as it may deem desirable or expedient; provided, however, that an office or agency shall at all times be maintained in the Borough of Manhattan, The City of New York, as provided in the first sentence of this Section. In addition to such office or offices or agency or agencies, the Company may from time to time designate and maintain one or more additional offices or agencies within or outside The City of New York, where Warrant Certificates may be presented for exercise or for registration of transfer or for exchange, and the Company may from time to time change or rescind such designation, as it may deem desirable or expedient. The Company will give to the Warrant Agent written notice of the location of any such office or agency and of any change of location thereof. The Company hereby designates State Street Bank and Trust Company, N.A., an affiliate of the Warrant Agent, at its principal corporate trust office identified in Section 7.03 in the Borough of Manhattan, The City of New York (the "Warrant Agent Office"), as the initial agency maintained for each such purpose. In case the Company shall fail to maintain any such office or agency or shall fail to give such notice of the location or of any change in the location thereof, presentations and demands may be made and notice may be served at the Warrant Agent Office and the Company appoints the Warrant Agent as its agent to receive all such presentations, surrenders, notices and demands.

ARTICLE 2

DURATION, EXERCISE OF WARRANTS; EXERCISE PRICE AND REPURCHASE OF WARRANTS

SECTION 2.1 Duration of Warrants. Subject to the terms and conditions established herein, the Warrants shall expire at 5:00 p.m., New York City time, on December 1, 2007. The applicable date of expiration of a particular Warrant is referred to herein as the "Expiration Date" of such Warrant. Each Warrant

may be exercised on any Business Day (as defined below) on or after the Exercisability Date (as defined in Section 2.02) and on or prior to the close of business on the Expiration Date.

Any Warrant not exercised before the close of business on the Expiration Date shall become void, and all rights of the holder under the Warrant Certificate evidencing such Warrant and under this Agreement shall cease.

"Business Day" shall mean any day on which (i) banks in New York City, (ii) the principal U.S. securities exchange or market, if any, on which any Common Stock is listed or admitted to trading and (iii) the principal U.S. securities exchange or market, if any, on which the Warrants are listed or admitted to trading are open for business.

SECTION 2.2 Exercise, Exercise Price, Settlement and Delivery. (a) Subject to the provisions of this Agreement, a holder of a Warrant shall have the right to purchase from the Company on or after the Exercisability Date and on or prior to the close of business on the Expiration Date 11.255 fully paid, registered and non-assessable shares of Common Stock (and any other securities or property purchasable or deliverable upon exercise of such Warrant as provided in Article V), subject to adjustment in accordance with Article V hereof. The purchase price of $0.01 for each share purchased (the "Exercise Price") will be paid to the Warrant Agent on the date hereof as part of the purchase price of the Units and promptly remitted to the Company which shall deliver a receipt therefor in the form of Exhibit F hereof. The number of Shares for which a particular Warrant may be exercised (the "Exercise Rate") shall be subject to adjustment from time to time as set forth in Article V hereof.

"Exercisability Date" means, with respect to each Warrant, the date as of which both of the following shall have occurred (whether before or on such date): (i) the Separability Date and (ii) an Exercise Event.

"Exercise Event" means, with respect to each Warrant, the date of the occurrence of the earliest of: (1) immediately prior to a Warrant Change of Control (as defined in the Registration Rights Agreement), (2) the 90th day (or such earlier date as determined by the Company in its sole discretion) following an Initial Public Equity Offering, (3) other than in connection with an Initial Public Equity Offering the date upon which a class of equity securities of the Company becomes subject to registration under the Exchange Act, (4) December 1, 2001.

"Initial Public Equity Offering" means the first primary public offering (whether or not underwritten, but excluding any offering pursuant to Form S-8 under the Securities Act or any other publicly registered offering pursuant to the Securities Act pertaining to an issuance of shares of Common Stock or securities exercisable therefor under any benefit plan, employee compensation plan, or employee or director stock purchase plan) of Common Stock of the Company pursuant to an effective registration statement under the Securities Act.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity, including any predecessor of any such entity.

(a) Warrants may be exercised on or after the date they are exercisable hereunder by surrendering at any office or agency maintained for that purpose by the Company pursuant to Section 1.10 (each a "Warrant Exercise Office") the Warrant Certificate evidencing such Warrants with the form of election to exercise Shares set forth on the reverse side of the Warrant Certificate (the "Election to Exercise") duly completed and signed by the registered holder or holders thereof or by the duly appointed legal representative thereof or by a

duly authorized attorney, and in the case of a transfer, such signature shall be guaranteed by an eligible guarantor institution. Each Warrant may be exercised only in whole.

(b) Upon exercise of a Warrant, no payment or adjustment shall be made on account of any dividends on the Shares issued. No refund of the exercise price will be made in the event that any Warrant is not exercised or otherwise is surrendered.

(c) Upon such surrender of a Warrant Certificate at any Warrant Exercise Office (other than any Warrant Exercise Office that also is an office of the Warrant Agent), such Warrant Certificate and payment shall be promptly delivered to the Warrant Agent. The "Exercise Date" for a Warrant shall be the
---
date when all of the items referred to in the first sentence of paragraph (b) of this Section 2.02 are received by the Warrant Agent at or prior to 12:00 Noon, New York City time, on a Business Day and the exercise of the Warrants will be effective as of such Exercise Date. If any items referred to in the first sentence of paragraph (b) are received after 12:00 Noon, New York City time, on a Business Day, the exercise of the Warrants to which such item relates will be effective on the next succeeding Business Day. Notwithstanding the foregoing, in the case of an exercise of Warrants on the Expiration Date, if all of the items referred to in the first sentence of paragraph (b) are received by the Warrant Agent at or prior to 5:00 p.m., New York City time, on the Expiration Date, the exercise of the Warrants to which such items relate will be effective on the Expiration Date.

(d) Upon the exercise of a Warrant in accordance with the terms hereof, the receipt of a Warrant Certificate, the Warrant Agent shall, as soon as practicable, advise the Company in writing of the number of Warrants exercised in accordance with the terms and conditions of this Agreement and the Warrant Certificates, the instructions of each exercising holder of the Warrant Certificates with respect to delivery of the Shares to which such holder is entitled upon such exercise, and such other information as the Company shall reasonably request.

(e) Subject to Section 5.02 hereof, as soon as practicable after the exercise of any Warrant or Warrants in accordance with the terms hereof, the Company shall issue or cause to be issued to or upon the written order of the registered holder of the Warrant Certificate evidencing such exercised Warrant or Warrants, a certificate or certificates evidencing the Shares to which such holder is entitled, in fully registered form, registered in such name or names as may be directed by such holder pursuant to the Election to Exercise, as set forth on the reverse of the Warrant Certificate. Such certificate or certificates evidencing the Shares shall be deemed to have been issued and any persons who are designated to be named therein shall be deemed to have become the holder of record of such Shares as of the close of business on the Exercise Date; the Shares may initially be issued in global form (the "Global Shares").

Such Global Shares shall represent such of the outstanding Shares as shall be specified therein and each shall provide that it shall represent the aggregate amount of outstanding Shares from time to time endorsed thereon and that the aggregate amount of outstanding Shares represented thereby may from time to time be reduced or increased, as appropriate. Any endorsement of a Global Share to reflect the amount of any increase or decrease in the amount of outstanding Shares represented thereby shall be made by the registrar for the Shares and the Depositary (referred to below) in accordance with instructions given by the holder thereof. The Depository Trust Company shall (if possible) act as the Depositary with respect to the Global

Shares until a successor shall be appointed by the Company and the registrar for the Shares. After such exercise of any Warrant or Shares, the Company shall also issue or cause to be issued to or upon the written order of the registered holder of such Warrant Certificate, a new Warrant Certificate, countersigned by the Warrant Agent pursuant to written instruction, evidencing the number of Warrants, if any, remaining unexercised unless such Warrants shall have expired.

SECTION 2.3 Cancellation of Warrant Certificates. In the event the
---
Company shall purchase or otherwise acquire Warrants, the Warrant Certificates evidencing such Warrants may thereupon be delivered to the Warrant Agent, and if so delivered, shall at the Company's written instruction be canceled by it and retired. The Warrant Agent shall cancel all Warrant Certificates properly surrendered for exchange, substitution, transfer or exercise. Upon the Company's written request, the Warrant Agent shall deliver such canceled Warrant Certificates to the Company.

SECTION 2.4 Notice of an Exercise Event. The Company shall, as soon as
---
practicable after the occurrence of an Exercise Event, send or cause to be sent
- ---
to each holder of Warrants and to each beneficial owner of the warrants with respect to which such Exercise Event has occurred to the extent that the Warrants are held of record by a depositary or other agent (with a copy to the Warrant Agent), by first-class mail, at the addresses appearing on the Warrant Register, a notice prepared by the Company advising such holder of the Exercise

Event which has occurred, which notice shall describe the type of Exercise Event and the date of the occurrence thereof, as applicable, and the date of expiration of the right to exercise the Warrants prominently set forth in the face of such notice. The Company agrees to make available the foregoing right notwithstanding any other provision herein to the contrary. Such right may, if it would be in the best interests of holders of Warrants, be in lieu of the right to receive the number of Shares to which the holder would have been entitled.

ARTICLE 3

OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS OF WARRANTS

SECTION 3.1 Enforcement of Rights. (a) Notwithstanding any of the provisions of this Agreement, any holder of any Warrant Certificate, without the consent of the Warrant Agent, the holder of any Shares or the holder of any other Warrant Certificate, may, in and for his own behalf, enforce, and may institute and maintain any suit, action or proceeding against the Company suitable to enforce, his right to exercise the Warrant or Warrants evidenced by his Warrant Certificate in the manner provided in such Warrant Certificate and in this Agreement.

(b) Neither the Warrants nor any Warrant Certificate shall entitle the holders thereof to any of the rights of a holder of Shares, including, without limitation, the right to vote or to receive any dividends or other payments or to consent or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or any other matter, or any rights whatsoever as stockholders of the Company, except as expressly provided herein (including Section 5.03 hereof).

SECTION 3.2 Obtaining Stock Exchange Listings. The Company will from time to time take all action which may be necessary so that the Shares, immediately upon their issuance upon the exercise of Warrants, will be listed on the principal securities exchanges and markets within the United States (including the Nasdaq National Market), if any, on which other shares of Common Stock are then listed.

ARTICLE 4

CERTAIN COVENANTS OF THE COMPANY

SECTION 4.1 Payment of Taxes. The Company will pay all documentary stamp taxes attributable to the initial issuance of Warrants and of the Shares upon the exercise of Warrants; provided, however, that the Company shall not be required to pay any tax or other governmental charge which may be payable in respect of any transfer or exchange of any Warrant Certificates or any certificates for Shares in a name other than the registered holder of a Warrant Certificate surrendered upon the exercise of a Warrant. In any such case, no transfer or exchange shall be made unless or until the person or persons requesting issuance thereof shall have paid to the Company the amount of such tax or other governmental charge or shall have established to the satisfaction of the Company that such tax or other governmental charge has been paid or an exemption is available therefrom.

SECTION 4.2 Qualification Under the Securities Laws. (b) Immediately prior to the occurrence of an Exercise Event arising as a result of an Initial Public Equity Offering, the Company will, if permitted by applicable law, take all such action as is necessary to cause the offer and sale by the Company of the Shares issuable or deliverable upon exercise of the Warrants to be registered or otherwise qualified under the provisions of the Securities Act and pursuant to all applicable state securities laws and to provide for the issuance of all Shares delivered upon exercise of the Warrants pursuant to an effective shelf registration statement under the Securities Act. Subject to the last sentence of this Section 4.02(a) and to paragraph (b) of this Section 4.02, so long as any unexpired Warrants which have become exercisable due to the occurrence of such an Exercise Event remain outstanding, the Company will file such amendments and/or supplements to any registration statement under the Securities Act or under any state securities laws covering the issuance of such Shares and supplement and keep current any prospectus forming a part of such registration statement as may be necessary to permit the Company to deliver to each person exercising a Warrant a prospectus meeting the requirements of Section 10(a)(3) of the Securities Act (a "Prospectus") and the regulations of the Securities and Exchange Commission and otherwise complying with the Securities Act and regulations thereunder, and as may be necessary to comply

with any applicable state securities laws. The Warrant Agent shall have no duty to monitor when such registration or qualification is necessary nor shall the Warrant Agent be responsible for the Company's failure to comply with this Section 4.02. The Company's obligation to maintain a Prospectus for delivery to each person exercising a Warrant shall be terminated on the date the Company delivers to the Warrant Agent an unqualified opinion of counsel reasonably satisfactory to the Warrant Agent to the effect that all Shares registrable or deliverable upon exercise of the Warrants may be issued without the requirement of registration under the Securities Act and will be freely transferable after receipt without limitation under the Securities Act.

(b) The Company may suspend the effectiveness of such shelf registration statement and the use of any related prospectus in the event that, and for a period not to exceed an aggregate of 45 days in any calendar year if, (i) an event occurs and is continuing as a result of which the shelf registration statement would, in the Company's good faith judgment, which determination shall be evidenced by a resolution of the Company's board of directors, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) (a) the Company determines in its good faith judgment, which determination shall be evidenced by a resolution of the Company's board of directors, that the disclosure of an event at such time would be required to be disclosed in the registration statement and would have a material adverse effect on the business, operations or prospects of the Company (provided, the Company would not otherwise be required to disclose such event) or (b) the disclosure otherwise relates to a pending material business transaction which has not yet been publicly disclosed.

SECTION 4.3 Rules 144 and 144A. The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Securities and Exchange Commission thereunder in a timely manner in accordance with the requirements of the Securities Act and the Exchange Act and, if at any time the Company is not required to file such reports, it will, upon the request of any holder or beneficial owner of warrants, make available such information necessary to permit sales pursuant to Rule 144A under the Securities Act.

SECTION 4.4 Form of Initial Public Equity Offering. The Company agrees that it will not make an Initial Public Equity Offering of any class of its Capital Stock (other than the Shares) without amending the terms of the Company's certificate of incorporation to provide that the Shares are convertible into the class of Capital Stock subject to the Initial Public Equity Offering (the "Subject Class") on a share-for-share basis and that the rights, conditions and privileges of the Subject Class shall not be adverse to the holders of the Shares.

SECTION 4.5 Registration of Shares. The Company agrees that it will comply with all applicable laws, including the Securities Act and any applicable state securities laws, in connection with the offer and sale of Common Stock (and other securities and property deliverable) upon exercise of the Warrants.

ARTICLE 5

ADJUSTMENTS

SECTION 5.1 Adjustment of Exercise Rate; Notices. The Exercise Rate is subject to adjustment from time to time as provided in this Section.

(a) Adjustment for Change in Capital Stock. If, after the date hereof, the Company:

(i) pays a dividend or makes a distribution on any of its Common Stock in shares of any of its Common Stock or Warrants, rights or options

exercisable for its Common Stock, other than a dividend or distribution of the type described in Section 5.03;

(ii) pays a dividend or makes a distribution on any of its Common Stock in shares of any of its Capital Stock (as defined below), other than Common Stock or rights, warrants or options exercisable for its Common Stock and other than a dividend or distribution of the type of described in Section 5.03; or

(iii) subdivides any of its outstanding shares of Common Stock into a greater number of shares; or

(iv) combines any of its outstanding shares of Common Stock into a smaller number of shares; or

(v) issues by reclassification of any of its Common Stock any shares of any of its Capital Stock;

then the Exercise Rate in effect immediately prior to such action for each Warrant then outstanding shall be adjusted so that the holder of a Warrant thereafter exercised may receive the number of shares of Capital Stock of the Company which such holder would have owned immediately following such action if such holder had exercised the Warrant immediately prior to such action or immediately prior to the record date applicable thereto, if any (regardless of whether the Warrants then outstanding are then exercisable). If there are no outstanding shares of Common Stock that are of the same class as the Shares at the time of any such action and such action has therefore been taken only in respect of the Shares, the adjustment shall relate to the Shares in their same form if it would not frustrate the intent and purposes of this Section 5.01.

The adjustment shall become effective immediately after the record date in the case of a dividend or distribution and immediately after the effective date in the case of a subdivision, combination or reclassification. In the event that such dividend or distribution is not so paid or made or such subdivision, combination or reclassification is not effected, the Exercise Rate shall again be adjusted to be the Exercise Rate which would then be in effect if such record date or effective date had not been so fixed.

If after an adjustment a holder of a Warrant upon exercise of such Warrant may receive shares of two or more classes of Capital Stock of the Company, the Exercise Rate shall thereafter be subject to adjustment upon the occurrence of an action taken with respect to any such class of Capital Stock as is contemplated by this Article V with respect to the Common Stock, on terms comparable to those applicable to Common Stock in this Article V.

(b) Adjustment for Sale of Common Stock Below Current Market Value.

If, after the date hereof, the Company grants or sells any Common Stock or any securities convertible into or exchangeable or exercisable for any Common Stock at a price below the then Current Market Value other than:

- ---

(c) pursuant to the exercise of the Warrants,

(d) pursuant to any security convertible into, or exchangeable or exercisable for shares of Common Stock outstanding as of the date of this Agreement,

(e) upon the conversion, exchange or exercise of any convertible, exchangeable or exercisable security as to which upon the issuance thereof an adjustment pursuant to this Article V has been made, and

(f) upon the conversion, exchange or exercise of convertible, exchangeable or exercisable securities of the Company outstanding on the date of this Agreement (to the extent in accordance with the terms of such securities as in effect on the date of this Agreement)

(g) the Exercise Rate for each Warrant then outstanding shall be adjusted in accordance with the formula:

$$E' = E \times \frac{(O + N)}{(O + (N \times P/M))}$$

where:

E' = the adjusted Exercise Rate for each Warrant then outstanding;

E = the then current Exercise Rate for each Warrant then outstanding;

O = the number of shares of Common Stock outstanding immediately prior to the sale of Common Stock or issuance of securities convertible, exchangeable or exercisable for Common Stock;

N = the number of shares of Common Stock so sold or the maximum stated number of shares of Common Stock issuable upon the conversion, exchange or exercise of any such convertible, exchangeable or exercisable securities, as the case may be;

P = the proceeds per share of Common Stock received by the Company, which (i) in the case of shares of Common Stock is the amount received by the Company in consideration for the sale and issuance

of such shares; and (ii) in the case of securities convertible into or exchangeable or exercisable for shares of Common Stock is the amount received by the Company in consideration for the sale and issuance of such convertible or exchangeable or exercisable securities, plus the minimum aggregate amount of additional consideration, other than the surrender of such convertible or exchangeable securities, payable to the Company upon exercise, conversion or exchange thereof; and

M = the Current Market Value as of the Time of Determination or at the time of sale, as the case may be.

The adjustment shall become effective immediately after the record date for the determination of stockholders entitled to receive the rights, warrants or options to which this paragraph (b) applies or upon consummation of the sale of Common Stock, as the case may be. To the extent that shares of Common Stock are not delivered after the expiration of such rights or warrants, the Exercise Rate for each Warrant then outstanding shall be readjusted to the Exercise Rate which would otherwise be in effect had the adjustment made upon the issuance of such

rights or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. In the event that such rights or warrants are not so issued, the Exercise Rate for each Warrant then outstanding shall again be adjusted to be the Exercise Rate which would then be in effect if such date fixed for determination of stockholders entitled to receive such rights or warrants had not been so fixed.

No adjustment shall be made under this paragraph (b) if the application of the formula stated above in this paragraph (b) would result in a value of E' that is lower than the value of E.

No adjustment shall be made under this paragraph (b) for any adjustment which is the subject of paragraph (a) of this Section 5.01.

No adjustment in the Exercise Rate shall be made under this paragraph (b) upon the conversion, exchange or exercise of options to acquire shares of Common Stock by officers, directors or employees of the Company; provided that
----
the exercise price of such options, at the time of issuance thereof, is at least equal to the then Current Market Value of the Common Stock underlying such options.

(h) Notice of Adjustment. Whenever the Exercise Rate is adjusted, the
----
Company shall promptly mail to holders of Warrants then outstanding at the addresses appearing on the Warrant Register a notice of the adjustment. The Company shall file with the Warrant Agent and any other Registrar such notice and a certificate from the Company's independent public accountants briefly stating the facts requiring the adjustment and the manner of computing it. The certificate shall be conclusive evidence that the adjustment is correct. Neither the Warrant Agent nor any such Registrar (a) shall be deemed to have knowledge of any adjustment of the Exercise Rate unless and until such certificate is received, and (b) shall be under any duty or responsibility with respect to any such certificate except to exhibit the same during normal business hours to any holder desiring inspection thereof.

(i) Reorganization of Company; Special Distributions. (i) If the
----
Company, in a single transaction or through a series of related transactions, merges, consolidates or amalgamates with or into any other person or sells, assigns, transfers, leases, conveys or otherwise disposes of all or substantially all of its properties and assets to another person or group of affiliated persons or is a party to a merger or binding share exchange which reclassifies or changes its outstanding Common Stock (a "Fundamental
----
Transaction"), as a condition to consummating any such transaction the person
- -----------
formed by or surviving any such consolidation or merger if other than the Company or the person to whom such transfer has been made (the "Surviving
----
Person") shall enter into a supplemental warrant agreement. The supplemental
- ------
warrant agreement shall provide (a) that the holder of a warrant then outstanding may exercise it for the kind and amount of securities, cash or other assets which such holder would have received immediately after the Fundamental Transaction if such holder had exercised the Warrant immediately before the effective date of the transaction (regardless of whether the Warrants are then exercisable), assuming (to the extent applicable) that such holder (i) was not a constituent person or an affiliate of a constituent person to such transaction, (ii) made no election with respect thereto, and (iii) was treated alike with the plurality of non-electing holders, and (b) that the Surviving Person shall succeed to and be substituted to every right and obligation of the

Company in respect of this Agreement and the Warrants. The supplemental warrant agreement shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article V. The Surviving Person shall mail to holders of Warrants at the addresses appearing on the Warrant Register a notice briefly describing the supplemental warrant agreement. If the issuer of securities deliverable upon exercise of Warrants is an affiliate of the Surviving Person, that issuer shall join in the supplemental warrant agreement.

(ii) Notwithstanding the foregoing, if the Company enters into a Fundamental Transaction with another Person (other than a subsidiary of the Company) and consideration is payable to holders of shares of Capital Stock (or other securities or property) issuable or deliverable upon exercise of the Warrants that are exercisable in exchange for their shares in connection with such Fundamental Transaction which consists solely of cash, then the holders of Warrants shall be entitled to receive distributions on the date of such event on an equal basis with holders of such shares (or other securities issuable upon exercise of the Warrants) as if the Warrants had been exercised immediately prior to such event, less the Exercise Price therefor. Upon receipt of such payment, if any, the rights of a holder of such a Warrant shall terminate and cease and such holder's Warrants shall expire.

(iii) If this paragraph (d) applies, it shall supersede the application of paragraph (a) of this Section 5.01.

(j) Company Determination Final. Any determination that the Company or the Board of Directors of the Company must make pursuant to this Article V is conclusive absent manifest error.

(k) Warrant Agent's Adjustment Disclaimer. The Warrant Agent has no duty to determine when an adjustment under this Article V should be made, how it should be made or what it should be. The Warrant Agent has no duty to determine whether a supplemental warrant agreement under paragraph (f) need be entered into or whether any provisions of any supplemental warrant agreement are correct. The Warrant Agent shall not be accountable for and makes no representation as to the validity or value of any securities or assets issued upon exercise of Warrants. The Warrant Agent shall not be responsible for the Company's failure to comply with this Article V.

(l) Adjustment for Tax Purposes. The Company may make such increases in the Exercise Rate, in addition to those otherwise required by this Section, as it considers to be advisable in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights shall not be taxable to the recipients.

(m) Underlying Shares. The Company shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock or Common Stock held in the treasury of the Company, for the purpose of effecting the exercise of Warrants, the full number of Shares then deliverable upon the exercise of all Warrants then outstanding and payment of the exercise price, and the shares so deliverable shall be fully paid and nonassessable and free from all liens and security interests.

(n) Specificity of Adjustment. Irrespective of any adjustments in the number or kind of shares purchasable upon the exercise of the Warrants, Warrant Certificates theretofore or thereafter issued may continue to express the same number and kind of Shares per Warrant as are stated on the Warrant Certificates initially issuable pursuant to this Agreement.

(o) Voluntary Adjustment. The Company from time to time may increase the Exercise Rate by any number and for any period of time (provided that such period is not less than 20 Business Days). Whenever the Exercise Rate is so increased, the Company shall mail to holders at the addresses appearing on the Warrant Register and file with the Warrant Agent a notice of the increase. The Company shall give the notice at least 15 days before the date the increased Exercise Rate takes effect. The notice shall state the increased Exercise Rate and the period it will be in effect. A voluntary increase in the Exercise Rate does not change or adjust the Exercise Rate otherwise in effect as determined by this Section 5.01.

(p) Multiple Adjustments. After an adjustment to the Exercise Rate for outstanding Warrants under this Article V, any subsequent event requiring an

adjustment under this Article V shall cause an adjustment to the Exercise Rate for outstanding Warrants as so adjusted.

(q) Definitions.

"Affiliate" of any specified Person means any other Person which, directly or indirectly, controls, is controlled by or is under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Capital Stock" means, with respect to any person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such person's capital stock, whether outstanding on the Issue Date (as defined in the Indenture) or issued after the Issue Date, and any and all rights, warrants or options exchangeable for or convertible into such capital stock.

"Current Market Value" per share of Common Stock of the Company or any other security at any date means (i) if the security is not registered under the Exchange Act, (a) the value of the security, determined in good faith by the Board of Directors of the Company and certified in a board resolution, based on the most recently completed arm's-length transaction between the Company and a person other than an Affiliate of the Company and the closing of which occurs on such date or shall have occurred within the six-month period preceding such date, or (b) if no transaction shall have occurred on such date or within such six-month period, the fair market value of the security as determined by an Independent Financial Expert (provided that, in the case of the calculation of Current Market Value for determining the cash value of fractional shares, any such determination within six months that is, in the good faith judgment of the Board, a reasonable determination of value, may be utilized) or (ii) (a) if the security is

registered under the Exchange Act, the average of the daily closing sales prices of the securities for the 20 consecutive days immediately preceding such date, or (b) if the securities have been registered under the Exchange Act for less than 20 consecutive trading days immediately preceding such date, then the average of the daily closing sales prices for all of the trading days before such date for which closing sales prices are available, in the case of each of (ii)(a) and (ii)(b), as certified to the Warrant Agent by the President, the Chief Executive Officer or the Chief Financial Officer of the Company. The closing sales price for each such trading day shall be: (A) in the case of a security listed or admitted to trading on any United States national securities exchange or quotation system, the closing sales price, regular way, on such day, or if no sale takes place on such day, the average of the closing bid and asked prices on such day, (B) in the case of a security not then listed or admitted to trading on any national securities exchange or quotation system, the last reported sale price on such day, or if no sale takes place on such day, the average of the closing bid and asked prices on such day, as reported by a reputable quotation source designated by the Company, (C) in the case of a security not then listed or admitted to trading on any national securities exchange or quotation system and as to which no such reported sale price or bid and asked prices are available, the average of the reported high bid and low asked prices on such day, as reported by a reputable quotation service, or a newspaper of general circulation in the Borough of Manhattan, City and State of New York, customarily published on each Business Day, designated by the Company, or, if there shall be no bid and asked prices on such day, the average of the high bid and low asked prices, as so reported, on the most recent day (not more than 30 days prior to the date in question) for which prices have been so reported and (D) if there are not bid and asked prices reported during the 30 days prior to the date in question, the Current Market Value shall be determined as if the Shares (or other securities) were not registered under the Exchange Act.

"Independent Financial Expert" means a United States investment banking firm of national or regional standing in the United States (i) which does not, and whose directors, officers and employees or Affiliates do not have a direct or indirect material financial interest for its proprietary account in the Company or any of its Affiliates and (ii) which, in the judgment of the Board of Directors of the Company, is otherwise independent with respect to the Company and its Affiliates and qualified to perform the task for which it is to be engaged.

"Time of Determination" means, (i) in the case of any distribution of securities or other property to existing stockholders to which paragraph (b) applies, the time and date of the determination of stockholders entitled to receive such securities or property or (ii) in the case of any other issuance and sale to which paragraph (b) applies, the time and date of such issuance or sale.

(r) When De Minimis Adjustment may be Deferred. No Adjustment in the Exercise Rate need be made unless the adjustment would require an increase of at least 1% in the Exercise Rate. Any adjustments that are not made shall be carried forward and taken into account in any subsequent adjustments. All calculations under this Section 5 shall be made to the nearest 1/1000th of a share, as the case may be.

SECTION 5.2 Fractional Shares. The Company will not be required to issue fractional Shares upon exercise of the Warrants or distribute Share certificates that evidence fractional Shares. In lieu of fractional Shares, there shall be paid to the registered holders of

Warrant Certificates at the time Warrants evidenced thereby are exercised as herein provided an amount in cash equal to the same fraction of the Current Market Value, per Share on the Business Day preceding the date the Warrant Certificates evidencing such Warrants are surrendered for exercise. Such payments will be made by check or by transfer to an account maintained by such registered holder with a bank in The City of New York. If any holder surrenders for exercise more than one Warrant Certificate, the number of Shares deliverable to such holder may, at the option of the Company, be computed on the basis of the aggregate amount of all the Warrants exercised by such holder.

SECTION 5.3 Certain Distributions. If at any time the Company grants, issues or sells options, convertible securities, or rights to purchase stock, warrants or other securities pro rata to the record holders of any Common Stock of the Company ("Distribution Rights") or, without duplication, makes any dividend or otherwise makes any distribution, including, subject to applicable law, pursuant to any plan of liquidation ("Distribution") on Common Stock, then the Company shall grant, issue, sell or make to each registered holder of Warrants then outstanding, the aggregate Distribution Rights or Distribution, as the case may be, which such holder would have acquired if such holder had held the maximum number of Shares acquirable upon complete exercise of such holder's Warrants (regardless of whether the Warrants are then exercisable) immediately before the record date for the grant, issuance or sale of such Distribution Rights or Distribution, as the case may be, or, if there is no such record date, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Distribution Rights or Distribution, as the case may be.

ARTICLE 6

CONCERNING THE WARRANT AGENT

SECTION 6.1 Warrant Agent. The Company hereby appoints State Street Bank and Trust Company of California, N.A. as Warrant Agent of the Company in respect of the Warrants and the Warrant Certificates upon the terms and subject to the conditions herein and in the Warrant Certificates set forth; and State Street Bank and Trust Company of California, N.A. hereby accepts such appointment. The Warrant Agent shall have the powers and authority specifically granted to and conferred upon it in the Warrant Certificates and hereby and such further powers and authority to act on behalf of the Company as the Company may hereafter grant to or confer upon it and it shall accept in writing. All of the terms and provisions with respect to such powers and authority contained in the Warrant Certificates are subject to and governed by the terms and provisions hereof. The Warrant Agent may act through agents and shall not be responsible for the misconduct or negligence of any such agent appointed with due care.

SECTION 6.2 Conditions of Warrant Agent's Obligations. The Warrant Agent accepts its obligations herein set forth upon the terms and conditions hereof and in the Warrant Certificates, including the following, to all of which the Company agrees and to all of which the rights hereunder of the holders from time to time of the Warrant Certificates shall be subject:

(a) The Warrant Agent shall be entitled to compensation to be agreed upon with the Company in writing for all services rendered by it and the Company

agrees promptly to pay such compensation and to reimburse the Warrant Agent for its reasonable out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred without gross negligence or willful misconduct on its part in connection with the services rendered by it hereunder. The Company also agrees to indemnify the Warrant Agent and any predecessor Warrant Agent, their directors, officers, affiliates, agents and employees for, and to hold them and their directors, officers, affiliates, agents and employees harmless against, any loss, liability or expense of any nature whatsoever (including, without limitation, reasonable fees and expenses of counsel) incurred without gross negligence or willful misconduct on the part of the Warrant Agent, arising out of or in connection with its acting as such Warrant Agent hereunder and its exercise of its rights and performance of its obligations hereunder. The obligations of the Company under this Section 6.02 shall survive the exercise and the expiration of the Warrant Certificates and the resignation and removal of the Warrant Agent.

(b) In acting under this Agreement and in connection with the Warrant Certificates, the Warrant Agent is acting solely as agent of the Company and does not assume any obligation or relationship of agency or trust for or with any of the owners or holders of the Warrant Certificates.

(c) The Warrant Agent may consult with counsel of its selection and any advice or written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion.

(d) The Warrant Agent shall be fully protected and shall incur no liability for or in respect of any action taken or omitted to be taken or thing suffered by it in reliance upon any Warrant Certificate, notice, direction, consent, certificate, affidavit, opinion of counsel, instruction, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties.

(e) The Warrant Agent, and its officers, directors, affiliates and employees ("Related Parties"), may become the owners of, or
---
acquire any interest in, Warrant Certificates, shares or other obligations of the Company with the same rights that it or they would have it if were not the Warrant Agent hereunder and, to the extent permitted by applicable law, it or they may engage or be interested in any financial or other transaction with the Company and may act on, or as depositary, trustee or agent for, any committee or body of holders of shares or other obligations of the Company as freely as if it were not the Warrant Agent hereunder. Nothing in this Agreement shall be deemed to prevent the Warrant Agent or such Related Parties from acting in any other capacity for the Company.

(f) The Warrant Agent shall not be under any liability for interest on, and shall not be required to invest, any monies at any time received by it pursuant to any of the provisions of this Agreement or of the Warrant Certificates.

(g) The Warrant Agent shall not be under any responsibility in respect of the validity of this Agreement (or any term or provision hereof) or the execution and delivery hereof (except the due execution and delivery hereof by the Warrant Agent) or in respect of the validity or execution of any Warrant Certificate (except its authentication thereof).

(h) The recitals and other statements contained herein and in the Warrant Certificates (except as to the Warrant Agent's authentication thereon) shall be taken as the statements of the Company and the Warrant Agent assumes no responsibility for the correctness of the same. The Warrant Agent does not make any representation as to the validity or sufficiency of this Agreement or the Warrant Certificates, except for its due execution and delivery of this Agreement; provided, however, that the Warrant Agent shall not be
-------- -------
relieved of its duty to authenticate the Warrant Certificates as authorized by this Agreement. The Warrant Agent shall not be accountable for the use or application by the Company of the proceeds of the exercise of any Warrant.

(i) Before the Warrant Agent acts or refrains from acting with respect to any matter contemplated by this Warrant Agreement, it may require:

(1) an Officers' Certificate (as defined in the Indenture) stating on behalf of the Company that, in the opinion of the signers, all conditions precedent, if any, provided for in this Warrant Agreement relating to the proposed action have been complied with; and

(2) if reasonably necessary in the sole judgment

of the Warrant Agent, an opinion of counsel for the Company stating that, in the opinion of such counsel, all such conditions precedent have been complied with provided that such matter is one customarily opined on by counsel.

(3) Each Officers' Certificate or, if requested, an opinion of counsel with respect to compliance with a condition or covenant provided for in this Warrant Agreement shall include:

(4) a statement that the person making such certificate or opinion has read such covenant or condition;

(5) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(6) a statement that, in the opinion of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(7) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

(j) The Warrant Agent shall be obligated to perform such duties as are herein and in the Warrant Certificates specifically set forth and no implied duties or obligations shall be read into this Agreement or the Warrant Certificates against the Warrant Agent. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any of the Warrant Certificates authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement. The Warrant Agent shall have no

duty or responsibility in case of any default by the Company in the performance of its covenants or agreements contained in the Warrant Certificates or in the case of the receipt of any written demand from a holder of a Warrant Certificate with respect to such default, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or, except as provided in Section 7.02 hereof, to make any demand upon the Company.

(k) Unless otherwise specifically provided herein, any order, certificate, notice, request, direction or other communication from the Company made or given under any provision of this Agreement shall be sufficient if signed by its chairman of the Board of Directors, its president, its treasurer, its controller or any vice president or its secretary or any assistant secretary.

(l) The Warrant Agent shall have no responsibility in respect of any adjustment pursuant to Article V hereof.

(m) The Company agrees that it will perform, execute, acknowledge and deliver, or cause to be performed, executed, acknowledged and delivered, all such further and other acts, instruments and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing by the Warrant Agent of the provisions of this Agreement.

(n) The Warrant Agent is hereby authorized and directed to accept written instructions with respect to the performance of its duties hereunder from any one of the chairman of the Board of Directors, chief executive officer, the chief financial officer, any vice president or the secretary or assistant secretary of the Company or any other officer or official of the Company reasonably believed to be authorized to give such instructions and to apply to such officers or officials for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered to be taken by it in good faith in accordance with instructions with respect to any matter arising in connection with the Warrant Agent's duties and obligations arising under this Agreement. Such application by the Warrant Agent for written instructions from the Company may, at the option of the Warrant Agent, set forth in writing any action proposed to be taken or omitted by the Warrant Agent with respect to its duties or obligations under this Agreement and the date on or after which such action shall be taken and the Warrant Agent shall not be liable for any action taken or omitted in accordance with a proposal included in any such application on or after the date specified therein (which date shall be not less than 10 Business Days after the Company receives such application unless the Company consents to a shorter period), provided that (i) such application includes a statement to the effect that it is being made pursuant to this paragraph (n) and that unless objected to prior to such date specified in the application, the Warrant Agent will not be liable for any such action or omission to the extent set forth in such paragraph (n) and (ii) prior to taking or omitting any such action, the Warrant Agent has not received written instructions objecting to such proposed action or omission.

(o) Whenever in the performance of its duties under this Agreement the Warrant Agent shall deem it necessary or desirable that any

fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such

fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed on behalf of the Company by any one of the chairman of the Board of Directors, the chief executive officer, the chief financial officer, any vice president or the secretary or assistant secretary of the Company or any other officer or official of the Company reasonably believed to be authorized to give such instructions and delivered to the Warrant Agent; and such certificate shall be full authorization to the Warrant Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.

(p) The Warrant Agent shall not be required to risk or expend its own funds in the performance of its obligations and duties hereunder.

SECTION 6.3 Resignation and Appointment of Successor. (a) The Company agrees, for the benefit of the holders from time to time of the Warrant Certificates, that there shall at all times be a Warrant Agent hereunder.

(b) The Warrant Agent may at any time resign as Warrant Agent by giving written notice to the Company of such intention on its part, specifying the date on which its desired resignation shall become effective; provided, however, that such date shall be at least 60 days after the date on which such notice is given unless the Company agrees to accept less notice. Upon receiving such notice of resignation, the Company shall promptly appoint a successor Warrant Agent, qualified as provided in Section 6.03(d) hereof, by written instrument in duplicate signed on behalf of the Company, one copy of which shall be delivered to the resigning Warrant Agent and one copy to the successor Warrant Agent. As provided in Section 6.03(d) hereof, such resignation shall become effective upon the earlier of (x) the acceptance of the appointment by the successor Warrant Agent or (y) 60 days after receipt by the Company of notice of such resignation. The Company may, at any time and for any reason, and shall, upon any event set forth in the next succeeding sentence, remove the Warrant Agent and appoint a successor Warrant Agent by written instrument in duplicate, specifying such removal and the date on which it is intended to become effective, signed on behalf of the Company, one copy of which shall be delivered to the Warrant Agent being removed and one copy to the successor Warrant Agent. The Warrant Agent shall be removed as aforesaid if it shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Warrant Agent or of its property shall be appointed, or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. Any removal of the Warrant Agent and any appointment of a successor Warrant Agent shall become effective upon acceptance of appointment by the successor Warrant Agent as provided in Section 6.03(d). As soon as practicable after appointment of the successor Warrant Agent, the Company shall cause written notice of the change in the Warrant Agent to be given to each of the registered holders of the Warrants in the manner provided for in Section 8.04 hereof.

(c) Upon resignation or removal of the Warrant Agent, if the Company shall fail to appoint a successor Warrant Agent within a period of 60 days after receipt of such notice of resignation or removal, then the holder of any Warrant Certificate or the retiring Warrant Agent may apply to a court of competent jurisdiction for the appointment of a successor to the Warrant Agent. Pending appointment of a successor to the Warrant Agent,

either by the Company or by such a court, the duties of the Warrant Agent shall be carried out by the Company.

(d) Any successor Warrant Agent, whether appointed by the Company or by a court, shall be a bank or trust company in good standing, incorporated under the laws of the United States of America or any State thereof and having (or, in the case of subsidiary of a bank holding company, its parent shall have), at the time of its appointment, a combined capital surplus of at least $50 million. Such successor Warrant Agent shall execute and deliver to its predecessor and to the Company an instrument accepting such appointment hereunder and all the provisions of this Agreement, and thereupon such successor Warrant Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Warrant Agent hereunder, and such predecessor shall thereupon become obligated to (i) transfer and deliver, and such successor Warrant Agent shall be entitled to receive, all securities, records or other property on deposit with or held by such predecessor as Warrant Agent hereunder and (ii) upon payment of the amounts then due it pursuant to Section 6.02(a) hereof, pay over, and such successor Warrant Agent shall be entitled to receive, all monies deposited with or held by any predecessor Warrant Agent hereunder.

(e) Any corporation or bank into which the Warrant Agent hereunder may be merged or converted, or any corporation or bank with which the Warrant Agent may be consolidated, or an corporation or bank resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any corporation or bank to which the Warrant Agent shall sell or otherwise transfer all or substantially all of its corporate trust business (including the administration of this Warrant Agreement), shall be the successor to the Warrant Agent under this Agreement (provided that such corporation or bank shall be qualified as aforesaid) without the execution or filing of any document or any further act on the part of any of the parties hereto.

(f) No Warrant Agent under this Warrant Agreement shall be personally liable for any action or omission of any successor Warrant Agent.

ARTICLE 7

MISCELLANEOUS

SECTION 7.1 Amendment. This Agreement and the terms of the Warrants may be amended by the Company and the Warrant Agent, without the consent of the holder of any Warrant Certificate, for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provision contained herein or therein, or to effect any assumptions of the Company's obligations hereunder and thereunder by a successor corporation under the circumstances described in Section 5.01(d) hereof or in any other manner which the Company may deem necessary or desirable and which shall not adversely affect the interests of the holders of the Warrant Certificates.

The Company and the Warrant Agent may amend, modify or supplement this Agreement and the terms of the Warrants, and waivers to departures from the terms hereof and

thereof may be given, with the consent of the Requisite Warrant Holders (as defined below) for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of this Agreement or modifying in any manner the rights of the holders of the outstanding Warrants; provided, however, that no such modification that increases the Exercise Price or decreases the Exercise Rate, makes any change to the last paragraph of Section 5.01(d), reduces the period of time during which the Warrants are exercisable hereunder, or effects any change to this Section 7.01 may be made with respect to any Warrant without the consent of the holder of such Warrant. "Requisite Warrant Holders" means (i) in the case of any amendment, modification, supplement or waiver affecting Warrant Holders as such holders of a majority in number of the outstanding Warrants so affected, or (ii) in the case of any amendment, modification, supplement or waiver affecting Warrant Holders, a majority in number of Shares represented by the Warrants that would be issuable assuming exercise thereof at the time such amendment, modification, supplement or waiver is voted upon. Notwithstanding any other provision of this Agreement, the Warrant Agent's consent must be obtained regarding any supplement or amendment which alters the Warrant Agent's rights or duties (it being expressly understood that the foregoing shall not be in derogation of the right of the Company to remove the Warrant Agent in accordance with Section 6.03 hereof). For purposes of any amendment, modification or waiver hereunder, Warrants held by the Company or any of its Affiliates shall be disregarded.

Any modification or amendment made in accordance with this Agreement will be conclusive and binding on all present and future holders of Warrant Certificates whether or not they have consented to such modification or amendment or waiver and whether or not notation of such modification or amendment is made upon such Warrant Certificates. Any instrument given by or on behalf of any holder of a Warrant Certificate in connection with any consent to any modification or amendment will be conclusive and binding on all subsequent holders of such Warrant Certificate.

SECTION 7.2 Notices and Demands to the Company and Warrant Agent. If the Warrant Agent shall receive any notice or demand addressed to the Company by the holder of a Warrant Certificate pursuant to the provisions hereof or of the Warrant Certificates, the Warrant Agent shall promptly forward such notice or demand to the Company.

SECTION 7.3 Addresses for Notices to Parties and for Transmission of Documents. All notices hereunder to the parties hereto shall be deemed to

have been given when sent by certified or registered mail, postage prepaid, or by facsimile transmission, confirmed by first class mail, postage prepaid, addressed to any party hereto as follows:

To the Company:
Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Telephone: (650) 298-0400
Facsimile: (650) 298-0420
Attention: Chief Financial Officer
To the Warrant Agent:
State Street Bank and Trust Company

of California, N.A.
633 West 5th Street, 12th Floor
Los Angeles, CA 90071
Telephone: (213) 362-7369
Facsimile: (213) 362-7357
Attention: Corporate Trust Administration (Equinix, Inc. Warrant Agreement)
To the Warrant Agent's New York Agent:

State Street Bank and Trust Company, N.A.
61 Broadway
New York, NY 10006
Telephone: (212) 612-3900
Facsimile: (212) 612-3205
Attention: Corporate Trust Administration (Equinix, Inc. Warrant Agreement)
or at any other address of which either of the foregoing shall have notified the other in writing.

SECTION 7.4 Notices to Holders. Notices to holders of Warrants shall be mailed to such holders at the addresses of such holders as they appear in the Warrant Register. Any such notice shall be sufficiently given if sent by first-class mail, postage prepaid.

SECTION 7.5 APPLICABLE LAW; SUBMISSION TO JURISDICTION. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT AND EACH WARRANT CERTIFICATE ISSUED HEREUNDER AND OF THE RESPECTIVE TERMS AND PROVISIONS THEREOF SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

SECTION 7.6 Persons Having Rights Under Agreement. Nothing in this Agreement expressed or implied and nothing that may be inferred from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any person or corporation other than the Company, the Warrant Agent, the holders of the Warrant Certificates and, with respect to Sections 4.02 and 4.04, the holders of Shares issued pursuant to Warrants, any right, remedy or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise or agreement hereof; and all covenants (except for Sections 4.02 and 4.04 which shall be for the benefit of all holders of Shares issued pursuant to Warrants), conditions, stipulations, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the Company and the Warrant Agent and their successors and of the holders of the Warrant Certificates.

SECTION 7.7 Headings, etc.. The table of contents, cross reference table and the descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.9 Inspection of Agreement. A copy of this Agreement shall be available during regular business hours at the principal corporate trust office of the Warrant Agent, for inspection by the holder of any Warrant Certificate. The Warrant Agent may require such holder to submit his Warrant Certificate for inspection by it.

SECTION 7.10 Availability of Equitable Remedies. Since a breach of

the provisions of this Agreement could not adequately be compensated by money damages, holders of Warrants shall be entitled, in addition to any other right or remedy available to them, to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Agreement, and in either case no bond or other security shall be required in connection therewith, and the parties hereby consent to such injunction and to the ordering of specific performance.

SECTION 7.11 Obtaining of Governmental Approvals. The Company will from time to time take all action required to be taken by it which may be necessary to obtain and keep effective any and all permits, consents and approvals of governmental agencies and authorities and securities acts filings under United States Federal and state laws, and the rules and regulations of all stock exchanges on which the Warrants are listed which may be or become requisite in connection with the issuance, sale, transfer and delivery of the Warrant Certificates, the exercise of the Warrants or the issuance, sale, transfer and delivery of the Shares issued upon exercise of the Warrants.

[Signature Page Follows]

IN WITNESS WHEREOF, this Warrant Agreement has been duly executed by the parties hereto as of the day and year first written above.

EQUINIX, INC.

By: /s/ Jay S. Adelson
Name: Jay S. Adelson
Title: Secretary

STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as Warrant Agent

By: /s/ Scott C. Emmons
Name: Scott C. Emmons
Title: Vice President

EXHIBIT A

[FORM OF WARRANT CERTIFICATE]

[FACE]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE 'SECURITIES ACT'). THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, AGREES FOR THE BENEFIT OF THE ISSUER THAT THIS SECURITY MAY NOT BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF THE SECURITY, IN EITHER CASE OTHER THAN (1) TO THE ISSUER, (2) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ('RULE 144A'), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY), (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY), AND, IF SUCH TRANSFER IS BEING EFFECTED BY CERTAIN TRANSFERORS SPECIFIED IN THE WARRANT AGREEMENT (AS DEFINED BELOW) PRIOR TO THE EXPIRATION OF THE APPLICABLE DISTRIBUTION COMPLIANCE PERIOD (WITHIN THE MEANING OF RULE 903(c)(3) OF REGULATION S UNDER THE SECURITIES ACT), A CERTIFICATE WHICH MAY BE OBTAINED FROM THE ISSUER OR THE WARRANT AGENT IS DELIVERED BY THE TRANSFEREE TO THE ISSUER AND THE WARRANT AGENT, (4) TO AN INSTITUTION THAT IS AN ACCREDITED INVESTOR AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY) THAT IS ACQUIRING THIS SECURITY FOR INVESTMENT PURPOSES AND NOT FOR DISTRIBUTION, AND A CERTIFICATE IN THE FORM ATTACHED TO THIS SECURITY IS DELIVERED BY THE TRANSFEREE TO THE ISSUER AND THE WARRANT AGENT, (5) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 (IF APPLICABLE) UNDER THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY OTHER APPLICABLE SECURITIES LAWS. AN INSTITUTIONAL ACCREDITED INVESTOR HOLDING THIS SECURITY AGREES IT WILL FURNISH TO THE ISSUER AND THE WARRANT AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS THEY MAY REASONABLY REQUIRE TO CONFIRM THAT ANY TRANSFER BY IT OF THIS SECURITY COMPLIES WITH THE FOREGOING RESTRICTIONS. THE HOLDER

HEREOF, BY PURCHASING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT IS (1) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A OR (2) AN INSTITUTION THAT IS AN ACCREDITED INVESTOR AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT AND THAT IT IS HOLDING THIS SECURITY FOR INVESTMENT PURPOSES AND NOT FOR DISTRIBUTION OR (3) A NON-U.S. PERSON OUTSIDE THE UNITED STATES WITHIN THE MEANING OF (OR AN ACCOUNT SATISFYING THE REQUIREMENTS OF RULE 902 UNDER) REGULATION S UNDER THE SECURITIES ACT.

CUSIP #[ ]

No. [ ] [ ] Warrants

WARRANT CERTIFICATE
EQUINIX, INC.

This Warrant Certificate certifies that STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., or registered assigns, is the registered holder of 200,000 warrants (the "Warrants") to purchase shares of Common Stock, par value $0.001 per share (the "Common Stock"), of EQUINIX, INC., a Delaware corporation (the "Company," which term includes its successors and assigns). Each Warrant entitles the holder to purchase from the Company at an any time from 9:00 a.m. New York City time on or after the Exercisability Date until 5:00 p.m., New York City time, on December 1, 2007 (the "Expiration Date"), 11.255 fully paid, registered and non-assessable shares of Common Stock, subject to adjustment as provided in Article V of the Warrant Agreement, at the exercise price of $0.01 for each share purchased (the "Exercise Price"), which has been paid to the Company on the date of issuance of this Warrant and is non-refundable whether or not this Warrant is exercised or otherwise surrendered for cancellation. The shares of Common Stock purchasable upon exercise of a Warrant are herein referred to as the "Shares" and, unless the context otherwise requires, such term shall also mean the other securities or property purchasable and deliverable upon exercise of a Warrant as provided in the Warrant Agreement. A Warrant may be exercised solely by the surrender of the Warrant at any office or agency maintained for that purpose by the Company (the "Warrant Agent Office"), as provided in the Warrant Agreement. Capitalized terms used herein without being defined herein shall have the definitions ascribed to such terms in the Warrant Agreement.

The Company has initially designated the principal corporate trust office of State Street Bank and Trust Company, N.A., an affiliate of the Warrant Agent, in the Borough of Manhattan, The City of New York, as the initial Warrant Agent Office. The number of Shares issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

Any Warrants not exercised on or prior to 5:00 p.m., New York City time, on December 1, 2007 shall thereafter be void.

If the Company merges, amalgamates or consolidates with or into, or sells all or substantially all of its property and assets to, another Person solely for cash, the holders of Warrants shall be entitled to receive distributions on the date of such event on an equal basis with holders of Shares (or other securities issuable upon exercise of the Warrants) as if the Warrants had been exercised immediately prior to such event (less the Exercise Price).

Reference is hereby made to the further provisions on the reverse hereof which provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

THIS WARRANT CERTIFICATE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

WITNESS the seal of the Company and signatures of its duly authorized officers.
Dated: December 1, 1999
EQUINIX, INC.
By: _____
Name:
Title:

Attest:
By: _____
Name:
Title:

Countersignature:
This is one of the Warrants referred to in the within mentioned Warrant Agreement:
STATE STREET BANK AND TRUST COMPANY
OF CALIFORNIA, N.A.,
as Warrant Agent
By: _____
Authorized Signatory

[FORM OF WARRANT CERTIFICATE]

[REVERSE]

EQUINIX, INC.

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants expiring at 5:00 p.m., New York City time, on December 1, 2007 (the "Expiration Date"), each of which represents the right to purchase at any time on or after the Exercisability Date (as defined in the Warrant Agreement) and on or prior to the Expiration Date 11.255 shares of Common Stock, subject to adjustment as set forth in the Warrant Agreement. The Warrants are issued pursuant to a Warrant Agreement dated as of December 1, 1999 (the "Warrant Agreement"), duly executed and delivered by the Company to State Street Bank and Trust Company of California, N.A., as Warrant Agent (the "Warrant Agent"), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants.

Warrants may be exercised by surrendering at any Warrant Agent Office this Warrant Certificate with the form of Election to Exercise set forth hereon duly completed and executed.

If all of the items referred to in the preceding paragraph are received by the Warrant Agent at or prior to 12:00 Noon, New York City time, on a Business Day, the exercise of the Warrant to which such items relate will be effective on such Business Day. If any items referred to in the preceding paragraph are received after 12:00 Noon, New York City time, on a Business Day, the exercise of the Warrants to which such item relates will be deemed to be effective on the next succeeding Business Day. Notwithstanding the foregoing, in the case of an exercise of Warrants on December 1, 2007, if all of the items referred to in the preceding paragraph are received by the Warrant Agent at or prior to 5:00 p.m., New York City time, on such Expiration Date, the exercise of the Warrants to which such items relate will be effective on the Expiration Date.

As soon as practicable after the exercise of any Warrant or Warrants, the Company shall issue or cause to be issued to or upon the written order of the registered holder of this Warrant Certificate, a certificate or certificates evidencing the Share or Shares to which such holder is entitled, in fully registered form, registered in such name or names as may be directed by such holder pursuant to the Election to Exercise, as set forth on the reverse of this Warrant Certificate. Such certificate or certificates evidencing the Share or Shares shall be deemed to have been issued and any persons who are designated to be named therein shall be deemed to have become the holder of record of such Share or Shares as of the close of business on the date upon which the exercise of this Warrant was deemed to be effective as provided in the preceding paragraph.

The Company will not be required to issue fractional shares of Common Stock upon exercise of the Warrants or distribute Share certificates that evidence fractional shares of Common Stock. In lieu of fractional shares of

Common Stock, there shall be paid to the registered Holder of this Warrant Certificate at the time such Warrant Certificate is exercised an amount in cash equal to the same fraction of the Current Market Value per share of Common Stock on the Business Day preceding the date this Warrant Certificate is surrendered for exercise.

Warrant Certificates, when surrendered at any office or agency maintained by the Company for that purpose by the registered holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged for a new Warrant Certificate or new Warrant Certificates evidencing in the aggregate a like number of Warrants, in the manner and subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

Upon due presentment for registration of transfer of this Warrant Certificate at any office or agency maintained by the Company for that purpose,

a new Warrant Certificate evidencing in the aggregate a like number of Warrants shall be issued to the transferee in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise hereof and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

The term "Business Day" shall mean any day on which (i) banks in New York city, (ii) the principal U.S. securities exchange or market, if any, on which the Common Stock is listed or admitted to trading and (iii) the principal U.S. securities exchange or market, if any, on which the Warrants are listed or admitted to trading are open for business.

The Warrants and the Shares are entitled to the benefits of a registration rights agreement relating to the Warrants and the shares of Common Stock issuable upon exercise thereof (the "Registration Rights Agreement"), pursuant to which the holders representing not less than a majority of Registrable Securities (as defined in the Registration Rights Agreement) have the right under certain circumstances to require the Company to effect one demand registration of the Registrable Securities. The Registration Rights Agreement also provides the holders of Registrable Securities with the right, subject to the conditions and limitations contained therein, to include the Registrable Securities in certain registration statements filed by the Company for its account or for the account of any of its securityholders.

(FORM OF ELECTION TO EXERCISE)

(To be executed upon exercise of Warrants on the Exercise Date)

The undersigned hereby irrevocably elects to exercise [ ] of the Warrants represented by this Warrant Certificate.

The undersigned requests that a certificate representing such Shares be registered in the name of _____ whose address is _____ and that such shares be delivered to _____ whose address is _____. Any cash payments to be paid in lieu of a fractional Share should be made to _____ whose address is _____ and the check representing payment thereof should be delivered to _____ whose address is _____.

Dated _____, _____

Name of holder of
Warrant Certificate: _____
(Please Print)

Tax Identification or
Social Security Number: _____

Address: _____

_____

Signature: _____

Note: The above signature must correspond with the name as written upon the face of this Warrant Certificate in every particular, without alteration or enlargement or any change whatever and if the certificate representing the Shares or any Warrant Certificate representing Warrants not exercised is to be registered in a name other than that in which this Warrant Certificate is registered, or if any cash payment to be paid in lieu of a fractional share is to be made to a person other than the registered holder of this Warrant Certificate, the signature of the holder hereof must be guaranteed as provided in the Warrant Agreement.

Dated _____, _____

Signature: _____

Note: The above signature must correspond with the name as written upon the face of this Warrant Certificate in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

[FORM OF ASSIGNMENT]

For value received _____ hereby sells, assigns and transfers unto _____ the within Warrant Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Warrant Certificate on the books of the within-named Company, with full power of substitution in the premises.

Dated _____, _____

Signature: _____

Note: The above signature must correspond with the name as written upon the face of this Warrant Certificate in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

SCHEDULE OF EXCHANGES OF CERTIFICATED WARRANTS1

The following exchanges of a part of this Global Warrant for certificated Warrants have been made:

<TABLE>
<CAPTION>

Date of Exchange	Amount of decrease in Number of Warrants of this Global Warrant	Amount of increase in Number of Warrants of this Global Warrant	Number of Warrants of this Global Warrant following such decrease (or increase)	Signature of authorized officer of Warrant Agent
<S>	<C>	<C>	<C>	<C>

</TABLE>

_____
1 This is to be included only if the Warrant is in global form.

EXHIBIT B

FORM OF LEGEND FOR GLOBAL WARRANT

Any Global Warrant authenticated and delivered hereunder shall bear a legend in substantially the following form:

THIS SECURITY IS A GLOBAL WARRANT WITHIN THE MEANING OF THE WARRANT AGREEMENT HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY OR A SUCCESSOR DEPOSITORY. THIS SECURITY IS NOT EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE WARRANT AGREEMENT, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE WARRANT AGREEMENT.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

EXHIBIT C

CERTIFICATE TO BE DELIVERED UPON EXCHANGE

OR REGISTRATION OF TRANSFER OF WARRANTS

Re: Warrants to Purchase Common Stock
(the "Warrants") of EQUINIX, INC.

This Certificate relates to _____ Warrants held in* ____ book-entry or* _____ certificated form by _____ (the "Transferor").

The Transferor:*

has requested the Warrant Agent by written order to deliver in exchange for its beneficial interest in the Global Warrant held by the Depositary a Warrant or Warrants in definitive, registered form of authorized denominations and an aggregate number equal to its beneficial interest in such Global Warrant (or the portion thereof indicated above); or

has requested the Warrant Agent by written order to exchange or register the transfer of a Warrant or Warrants.

In connection with such request and in respect of each such Warrant, the Transferor does hereby certify that Transferor is familiar with the Warrant Agreement relating to the above captioned Warrants and the restrictions on transfers thereof as provided in Section 1.08 of such Warrant Agreement, and that the transfer of this Warrant does not require registration under the Securities Act of 1933, as amended (the "Act") because*:

Such Warrant is being acquired for the Transferor's own account, without transfer (in satisfaction of Section 1.08(a)(y)(A) or Section 1.08(d)(i)(A) of the Warrant Agreement).

Such Warrant is being transferred to a qualified institutional buyer (as defined in Rule 144A under the Act), in reliance on Rule 144A.

Such Warrant is being transferred to an "institutional accredited investor" (within the meaning of subparagraphs (a)(1), (2), (3) or (7) of Rule 501 under the Act).

Such Warrant is being transferred in reliance on Regulation S under the Act.

Such Warrant is being transferred in accordance with Rule 144 under the Act.

Such Warrant is being transferred in reliance on and in compliance with an exemption from the registration requirements of the Act.

_____
[INSERT NAME OF TRANSFEROR]
By:_____

Date: _____
*Check applicable box.

EXHIBIT D

Form of Certificate to Be
Delivered in Connection with
Transfers to Institutional Accredited Investors
- ----------

_____, _____

State Street Bank and Trust Company
of California, N.A.
633 West 5th Street, 12th Floor
Los Angeles, CA 90071

Attention: Corporate Trust Administration (Equinix, Inc. Warrant Agreement)

Ladies and Gentlemen:

In connection with our proposed purchase of warrants (the "Warrants") to purchase Common Stock of Equinix, Inc. (the "Company"), we confirm that:

1. We have received such information as we deem necessary in order to make our investment decision.

2. We understand that any subsequent transfer of the Warrants is subject to certain restrictions and conditions set forth in the Warrant Agreement and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Warrants except in compliance with, such restrictions and conditions and the Securities Act of 1933, as amended (the "Securities Act").

3. We understand that the offer and sale of the Warrants have not been registered under the Securities Act, and that the Warrants may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should sell any Warrants prior to (x) the date which is two years after the later of the date of original issuance of the Warrants (or such shorter period as may be prescribed by Rule 144(k) under the Securities Act or any successor provision thereto) or the last day on which the Company or any affiliate of the Company was owner of such Warrants, or any predecessor thereto, and (y) such later date, if any, as may be required by applicable laws, we will do so only (A) to the Company, (B) inside the United States in accordance with Rule 144A under the Securities Act to a "qualified institutional buyer" (as defined therein), (C) inside the United States to an institutional "accredited investor" (as defined below) that, prior to such transfer, furnishes (or has furnished on its behalf by a U.S. broker-dealer) to the Warrant Agent a signed letter substantially in the form hereof, (D) outside the United States in accordance with Regulation S under the Securities Act, (E) pursuant to the exemption from registration provided

by Rule 144 under the Securities Act (if available) or (F) pursuant to an effective registration statement under the Securities Act and (G) pursuant to another available exemption under the Securities Act, and we further agree to provide to any person purchasing Warrants from us a notice advising such purchaser that resales of the Warrants are restricted as stated herein.

4. We understand that, on any proposed resale of Warrants, we will be required to furnish to the Warrant Agent and the Company, such certification, legal opinions and other information as the Warrant Agent and the Company may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Warrants purchased by us will bear a legend to the foregoing effect.

5. We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Warrants, and we and any accounts for which we are acting are each able to bear the economic risk of our or their investment, as the case may be.

6. We are acquiring the Warrants purchased by us for our account or for one or more accounts (each of which is an institutional "accredited investor") as to each of which we exercise sole investment discretion.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferee]

By:_____
[Authorized Signatory]

Upon transfer the Warrants would be registered in the name of the new beneficial owner as follows:

Name:_____
Address:_____
Taxpayer ID Number:_____

EXHIBIT E

Form of Certificate to Be Delivered
in Connection with Regulation S Transfers
- ----------

_____, _____

State Street Bank and Trust Company

of California, N.A.
633 West 5th Street, 12th Floor
Los Angeles, CA 90071

Attention: Corporate Trust Administration (Equinix, Inc. Warrant Agreement)

Ladies and Gentlemen:

In connection with our proposed sale of Warrants of Equinix, Inc. (the "Company"), we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, we represent that:

(1) the offer of the Warrants was not made to a person in the United States;

(2) either (a) at the time the buy offer was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States, or (b) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;

(3) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, as applicable;

(4) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act;

(5) we have advised the transferee of the transfer restrictions applicable to the Warrants; and

(6) if the circumstances set forth in Rule 904(c) under the Securities Act are applicable, we have complied with the additional conditions therein, including (if applicable) sending a confirmation or other notice stating that the Warrants may be offered and sold during the restricted period specified in Rule 903(c)(2) or (3), as applicable, in accordance with the provisions of Regulation S; pursuant to registration of the Warrants under the Securities Act; or pursuant to an available exemption from the registration requirements under the Act.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Defined terms used herein without definition have the respective meanings provided in Regulation S under the Securities Act.

Very truly yours,

[Name of Transferor]

By:_____
[Authorized Signatory]

Upon transfer the Warrants would be registered in the name of the new beneficial owner as follows:

Name:_____
Address:_____
Taxpayer ID Number:_____

EXHIBIT F
FORM OF RECEIPT OF PAYMENT OF THE EXERCISE PRICE

EQUINIX, INC.
901 Marshall Street
Redwood City, CA 94603
(650) 298-0400

December 1, 1999

Salomon Smith Barney Inc.
Goldman, Sachs & Co.
Morgan Stanley & Co. Incorporated
c/o Salomon Smith Barney Inc.
388 Greenwich Street
New York, New York 10013

State Street Bank and Trust Company
of California, N.A.
633 West 5th Street, 12th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Administration (Equinix, Inc. Warrant Agreement)

Ladies and Gentlemen,

Reference is made to the Warrant Agreement (the "Warrant Agreement") of even date herewith between Equinix, Inc. (the "Company") and State Street Bank and Trust Company of California, N.A. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Warrant Agreement.

The Company hereby acknowledges receipt on the date hereof of $22,510.00 representing payment in full of the Exercise Price of the Warrants. No further payment by any holder of Warrants shall be required upon any exercise of the Warrants. The payment of the Exercise Price is nonrefundable, whether or not the Warrants are exercised or otherwise surrendered for cancellation.

Very truly yours,

EQUINIX, INC.

_____
Name:

By:_____
Name:
Title:

EXHIBIT 10.3

- ---

COMMON STOCK REGISTRATION RIGHTS AGREEMENT

Dated as of December 1, 1999

among

EQUINIX, INC.,

BENCHMARK CAPITAL PARTNERS II, L.P.,
CISCO SYSTEMS, INC.,
MICROSOFT CORPORATION,
EPARTNERS,
ALBERT M. AVERY, IV,
JAY S. ADELSON

AND

SALOMON SMITH BARNEY INC.,
GOLDMAN, SACHS & CO. and
MORGAN STANLEY & CO. INCORPORATED,
as Initial Purchasers

- ---

THIS COMMON STOCK REGISTRATION RIGHTS AGREEMENT (the "Agreement") is made and entered into as of December 1, 1999, among Equinix, Inc., a Delaware corporation (the "Company"), Benchmark Capital Partners II, L.P., Cisco Systems, Inc., Microsoft Corporation, Epartners, Albert M. Avery, IV and Jay S. Adelson (collectively, the "Investors") Salomon Smith Barney Inc. ("Salomon Smith Barney"), Goldman, Sachs & Co. and Morgan Stanley & Co. (together with Salomon Smith Barney, the "Initial Purchasers").

This Agreement is made pursuant to the Purchase Agreement, dated as of November 24, 1999, among the Company and the Initial Purchasers (the "Purchase Agreement"), relating to the sale by the Company to the Initial Purchasers of an aggregate of 200,000 Units, each Unit consisting of $1,000 principal amount 13% Senior Notes due 2007 (the "Notes") and ONE Warrant (collectively, "Warrants") to purchase initially 11.255 shares of common stock, par value $0.001 per share, of the Company. In order to induce the Initial Purchasers to enter into the Purchase Agreement, the Company has agreed to provide to the Holders (as defined herein) the registration rights for the Registrable Securities (as defined herein) set forth in this Agreement and the Investors (as defined herein) have agreed to provide the Holders, among other things, the tag-along rights for the Warrants and the Registrable Securities set forth herein. The execution of this Agreement is a condition to the obligations of the Initial Purchasers to purchase the Units under the Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions.

As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"Advice" shall have the meaning ascribed to that term in the last paragraph of Section 4.

"Affiliate" of any specified Person shall mean any other Person which, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such specified Person. For the purposes of this definition, "control," when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" shall have the meaning ascribed to that term in the

preamble hereto.

"Business Day" shall mean a day that is not a Legal Holiday.

"Capital Stock" shall mean, with respect to any Person, any and all shares, interests, participations, rights in or other equivalents (however designated and whether voting and/or non-voting) of capital stock, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person or any option, warrant or other security convertible into or exercisable or exchangeable for any of the foregoing.

"Common Stock" shall mean the common stock, par value $0.001 per share, of the Company and any options, warrants or security convertible into or exercisable or exchangeable for such common stock.

"Company" shall have the meaning ascribed to that term in the preamble hereto and shall also include the Company's successors.

"Continuing Directors" shall have the meaning ascribed to that term in the Indenture.

"Convertible Preferred Stock" will include the outstanding Series A Preferred Stock and Series B Preferred Stock and any other securities convertible or exercisable or exchangeable into Common Stock of the Company, whether outstanding on the Issue Date or thereafter issued.

"Current Market Value" per share of Common Stock of the Company or any other security at any date shall mean (i) if the security is not registered under the Exchange Act, the fair market value of the security as determined by a nationally or regionally recognized independent financial expert or (ii) (a) if the security is registered under the Exchange Act, the average of the daily closing sales prices of the security for the 20 consecutive days immediately preceding such date, or (b) if the security has been registered under the Exchange Act for less than 20 consecutive trading days before such date, then the average of the daily closing sales prices for all of the trading days before such date for which closing sales prices are available, in the case of each of (ii)(a) and (ii)(b), as certified to the Warrant Agent (as specified in the Warrant) by the President, any Vice President or the Chief Financial Officer of the Company. The closing sales price for each such trading day shall be: (A) in the case of a security listed or admitted to trading on any United States national securities exchange or quotation system, the closing sales price, regular way, on such day or, if no sale takes place on such day, the average of the closing bid and asked prices on such day, (B) in the case of a security not then listed or admitted to trading on any national securities exchange or quotation system, the last reported sale price on such day or, if no sale takes place on such day, the average of the closing bid and asked prices on such day, as reported by a reputable quotation source designated by the Company, (C) in the case of a security not then listed or admitted to trading on any national securities exchange or quotation system and as to which no such reported sale price or bid and asked prices are available, the average of the reported high bid and low asked prices on such day, as reported by a reputable quotation service, or a newspaper of general circulation in the Borough of Manhattan, City and State of New York, customarily published on each Business Day, designated by the Company, or, if there shall be no bid and asked prices on such day, the average of the high bid and low asked prices, as so reported, on the most recent day (not more than 30 days prior to the date in question) for which prices have been so reported and (D) if there are no bid and asked prices reported during the 30 days prior to the date in question, the Current Market Value shall be determined as if the securities were not registered under the Exchange Act.

"Demand Registration" shall have the meaning ascribed to that term in Section 2.1.

"Effectiveness Period" shall have the meaning ascribed to that term in Section 2.1.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"Exercise Event" shall mean the date of the occurrence of the earliest of: (1) immediately prior to a Warrant Change of Control, (2) the 90th day (or such earlier date as determined by the Company in its sole discretion) following

an Initial Public Equity Offering, (3) other than in connection with an Initial Public Equity Offering the date upon which a class of equity securities of the Company becomes subject to registration under the Exchange Act, or (4) December 1, 2001.

"Fair Market Value" shall mean the value of any securities as determined (without any discount for lack of liquidity, the amount of such securities proposed to be sold or the fact that such securities held by any Holder of such security may represent a minority interest in a private company) by a nationally or regionally recognized investment banking firm selected by the Company for the determination of such value.

"Holder" shall mean the Initial Purchasers, for so long as each Initial Purchaser owns any Warrants or Registrable Securities, and each of their successors, assigns and direct and indirect transferees who become registered owners of Warrants or Registrable Securities.

"Indenture" shall mean the indenture dated as of December 1, 1999 between the Company and State Street Bank and Trust Company, as trustee pursuant to which the Notes have been issued.

"Initial Public Equity Offering" shall mean the first primary public offering (whether or not underwritten, but excluding any offering pursuant to Form S-8 under the Securities Act or any other publicly registered offering pursuant to the Securities Act pertaining to an issuance of shares of Common Stock or securities exercisable therefor under any benefit plan, employee compensation plan, or employee or director stock purchase plan) of Common Stock of the Company pursuant to an effective registration statement under the Securities Act.

"Initial Purchasers" shall have the meaning ascribed to that term in the preamble hereto.

"Legal Holiday" shall mean a Saturday, a Sunday or a day on which banking institutions in New York, New York are required by law, regulation or executive order to remain closed.

"Notes" shall have the meaning ascribed to that term in the preamble hereto.

"Participating Holder" shall have the meaning ascribed to that term in Section 3.2(a).

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

"Piggy-Back Registration" shall have the meaning ascribed to that term in Section 2.2.

"Proposed Purchaser" shall have the meaning ascribed to that term in Section 3.2(a).

"Prospectus" the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all other amendments and supplements to any such prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference, if any, in such prospectus.

"Purchase Agreement" shall have the meaning ascribed to that term in the preamble hereto.

"Registrable Securities" shall mean any of (i) the Common Stock issued and issuable upon exercise of the Warrants and (ii) any other securities issued

or issuable with respect to the Warrants or Warrant Shares by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (a) a registration statement with respect to the offering of such securities by the holder thereof shall have been declared effective under the Securities Act and such securities shall have been disposed of by such holder pursuant to such registration statement, (b) such securities have been sold to the public pursuant to, or are eligible for sale to the public without volume or manner of sale restrictions under, Rule 144(k) (or any similar provision then in force, but not Rule 144A) promulgated under the Securities Act, (c) such securities shall have been otherwise transferred and new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company or its transfer agent and subsequent disposition of such securities shall not require registration or qualification under the Securities Act or any similar state law then in force or (d) such securities shall have ceased to be outstanding.

"Registration Expenses" shall mean all expenses incident to the Company's performance of or compliance with this Agreement, including, without limitation, all SEC and stock exchange or National Association of Securities Dealers, Inc. registration and filing fees and expenses, fees and expenses of compliance with securities or blue sky laws (including, without limitation, reasonable fees and disbursements of ONE counsel in connection with blue sky qualifications of the Registrable Securities), rating agency fees, printing expenses, messenger, telephone and delivery expenses, fees and disbursements of counsel for the Company and all independent certified public accountants and any fees and disbursements of underwriters customarily paid by issuers or sellers of securities (but not including any underwriting discounts or commissions, fees of counsel to the Holders or transfer taxes, if any, attributable to the sale of Subject Equity by Holders of such Subject Equity).

"Registration Statement" shall mean any registration statement of the Company which covers any of the Subject Equity pursuant to the provisions of this Agreement and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Requisite Shares" shall mean a number of Warrants, Warrant Shares and Registrable Securities equivalent to 50% or more of the Warrant Shares subject to the originally issued Warrants.

"Rule 144" shall mean Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144A) or regulation hereafter adopted by the SEC providing for offers and sales of securities made in compliance therewith resulting in offers and sales by subsequent holders that are not affiliates of an issuer of such securities being free of the registration and prospectus delivery requirements of the Securities Act.

"Rule 144A" shall mean Rule 144A under the Securities Act, as such Rule may be amended from time to time.

"Salomon Smith Barney" shall have the meaning ascribed to that term in the preamble hereto.

"SEC" shall mean the Securities and Exchange Commission.

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Stockholder" shall mean, collectively, each Holder, each Investor and the Affiliates of any Investor owning Common Stock or other securities convertible or exercisable or exchangeable into Common Stock.

"Subject Equity" shall have the meaning ascribed to that term in Section 2.1.

"Suspension Period" shall have the meaning ascribed to that term in Section 2.1.

"Tag-Along Notice" shall have the meaning ascribed to that term in Section 3.2(a).

"Tag-Along Right" shall have the meaning ascribed to that term in Section 3.2(a).

"Transfer" shall have the meaning ascribed to that the term in Section 3.2(a).

"Transfer Notice" shall have the meaning ascribed to that term in Section 3.2(a).

"Triggering Date" shall mean the date of the consummation of a bona fide underwritten public offering of Common Stock as a result of which at least 20% of the

outstanding shares of Common Stock are listed on a United States national securities exchange or the Nasdaq National Market.

"Voting Stock" shall have the meaning ascribed to that term in the Indenture.

"Warrant Change of Control" shall mean the occurrence of any of the following events: (i) any "person" or "group" is or becomes the "beneficial owner" (as such terms used in Section 13(d)(3) of the Exchange Act, except that a person shall be deemed to have "beneficial ownership" of all securities that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 50% or more of the Voting Stock (measured by voting power rather than number of shares) of the Company, (ii) during any period of two consecutive years, Continuing Directors cease for any reason to constitute a majority of the Board of Directors of the Company, or (iii) subject to clause (i) above the Company consolidates or merges with or into any other Person or the Company and/or any of its subsidiaries sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets and properties of the Company and its subsidiaries on a consolidated basis to any other Person, other than a consolidation or merger or disposition of assets pursuant to a transaction in which the outstanding Voting Stock of the Company is changed into or exchanged for securities or other property with the effect that the beneficial owners of the outstanding Voting Stock of the Company immediately prior to such transaction, beneficially own, directly or indirectly, at least a majority of the Voting Stock (measured by voting power rather than number of shares) of the surviving corporation or the Person to whom the Company's assets are transferred immediately following such transaction or (iv) the adoption of a plan relating to the liquidation or dissolution of the Company.

"Warrants" shall have the meaning ascribed to that term in the preamble hereto.

"Warrant Shares" shall mean the shares of Common Stock issued and issuable upon exercise of the Warrants and any other securities issued or issuable with respect to the Warrants by way of stock dividend, stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise.

"Withdrawal Election" shall have the meaning ascribed to that term in Section 2.3(c).

2. Registration Rights.

2.1 Demand Registration. (a) Request for Registration. At any time and from time to time on or after an Exercise Event, Holders owning, individually or in the aggregate, the Requisite Shares may require the Company to effect one registration (a "Demand Registration") under the Securities Act of the Warrants, Warrant Shares and Registrable Securities (the "Subject Equity"). Any such request will specify the Subject Equity proposed to be sold and will also specify the intended method of disposition thereof. The Company shall give written notice of such registration request within 10 days after the receipt thereof to all other Holders. Within 20 days after receipt of such notice by

any Holder, such Holder may request in writing that its Registrable Securities be included in such registration and the Company shall include in the Demand Registration the Registrable Securities of any such selling Holder

requested to be so included. Each such request by such other selling Holders shall specify the number of Registrable Securities proposed to be sold and the intended method of disposition thereof. Upon a demand, the Company will prepare, file and use its best efforts to cause to become effective within 90 days of such demand a Registration Statement in respect of all the Subject Equity which Holders request, no later than 30 days after the date of such notice, for inclusion therein and keep such Registration Statement continuously effective for the shorter of (a) 90 days or (b) such period of time as all of the Subject Equity included in such Registration Statement shall have been sold thereunder (the "Effectiveness Period"); provided, however, that if such demand occurs

during the "lock up" or "black out" period (not to exceed 90 days) imposed on the Company pursuant to or in connection with any underwriting or purchase agreement relating to an underwritten Rule 144A or registered public offering of Common Stock or securities convertible into or exchangeable or exercisable for Common Stock, the Company shall not be required to so notify Holders of Subject Equity and file such demand registration statement prior to the end of such "lock up" or black out" period, in which event the Company will use its best efforts to cause such Demand Registration statement to become effective no later than the later of (i) 90 days after such demand or (ii) 30 days after the end of such "lock up" or "black out" period; provided, further, that the Company may

postpone the filing of, or suspend the effectiveness of, any registration statement or amendment thereto, suspend the use of any Prospectus and shall not be required to amend or supplement the Registration Statement, any related Prospectus or any document incorporated therein by reference (other than an effective registration statement being used for an underwritten offering) in the event that, and for a period (a "Suspension Period") not to exceed an aggregate

of 45 days with respect to the Demand Registration if, (i) an event or circumstance occurs and is continuing as a result of which the Registration Statement, any related Prospectus or any document incorporated therein by reference as then amended or supplemented or proposed to be filed would, in the Company's good faith judgment, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (ii)(A) the Company determines in its good faith judgment that the disclosure of such event at such time would have a material adverse effect on the business, operations or prospects of the Company or (B) the disclosure otherwise relates to a material business transaction which has not yet been publicly disclosed; provided, further that the Effectiveness Period shall be

extended by the number of days in any Suspension Period. In the event of any "lock up" or "black out" period in any underwriting or purchase agreement, the Company will so notify the Holders of Registrable Securities. Notwithstanding the foregoing, in lieu of filing and causing to become effective a Demand Registration, the Company may satisfy its obligation with respect to such Demand Registration by making (or having its designee make) an offer to purchase all Subject Equity at a price at least equal to Current Market Value and consummating (or having its designee consummate) the purchase of Subject Equity as to which Holders accept such offer within 60 days of such offer; provided

that if through the exercise of reasonable efforts the Company is unable to consummate such purchase within 60 days, such period may be extended for such reasonable period of time as may be necessary to consummate.

(b) Effective Registration. A registration will not be deemed to have

been effected as a Demand Registration unless it has been declared effective by the SEC and the Company has complied in all material respects with its obligations under this Agreement with respect thereto; provided that if, after

it has become effective, the offering of Subject Equity pursuant to such registration is or becomes the subject of any stop order, injunction or other

order or requirement of the SEC or any other governmental or administrative agency, or if any court prevents or otherwise limits the sale of Subject Equity pursuant to the registration (for any reason other than the act or omissions of the Holders) for the period of time contemplated hereby, such registration will be deemed not to have been effected. If (i) a registration requested pursuant to this Section 2.1 is deemed not to have been effected or (ii) the registration requested pursuant to this Section 2.1 does not remain effective for the Effectiveness Period, then the Company shall continue to be obligated to effect an additional registration pursuant to this Section 2.1. The Holders of Subject Equity shall be permitted to withdraw all or any part of the Subject Equity from a Demand Registration at any time prior to the effective date of such Demand Registration. If at any time a Registration Statement is filed pursuant to a

Demand Registration, and subsequently a sufficient amount of the Subject Equity is withdrawn from the Demand Registration so that such Registration Statement does not cover at least the amount of Requisite Shares, the Holders who have not withdrawn their Subject Equity shall have the opportunity to include an additional amount of Subject Equity in the Demand Registration so that such Registration Statement covers at the Requisite Shares. If an additional amount of Subject Equity is not so included, the Company may withdraw the Registration Statement. Such withdrawn Registration Statement will not count as a Demand Registration and the Company shall continue to be obligated to effect a registration pursuant to this Section 2.1.

(c) Priority in Demand Registrations Pursuant to Section 2.1. If a Demand Registration pursuant to this Section 2.1 involves an underwritten offering and the lead managing underwriter advises the Company in writing that, in its view, the number of securities requested to be included in such registration (including securities of the Company which are not Subject Equity) exceeds the number which can be sold in such offering, the Company will include in such registration only the Subject Equity requested to be included in such registration. In the event that the amount of Subject Equity requested to be included in such registration exceeds the number which, in the view of such lead managing underwriter, can be sold, the amount of such Subject Equity to be included in such registration shall be allocated pro rata among all requesting Holders on the basis of the relative number of shares of Subject Equity then held by each such Holder (provided that any Subject Equity thereby allocated to any such Holder that exceed such Holder's request shall be reallocated among the remaining requesting Holders in like manner). In the event that the number of Subject Equity requested to be included in such registration is less than the number which, in the view of the lead managing underwriter, can be sold, the Company may include in such registration the securities the Company proposes to sell up to the number of securities that, in the view of the lead managing underwriter, can be sold.

(d) Selection of Underwriter. If the Holders so elect, the offering of such Subject Equity pursuant to such Demand Registration shall be in the form of an underwritten offering. The Holders making such Demand Registration shall select one or more nationally recognized firms of investment bankers, who shall be reasonably acceptable to the Company, to act as the managing underwriter or underwriters in connection with such offering and shall select any additional investment bankers and managers to be used in connection with the offering.

(e) Expenses. The Company will pay all Registration Expenses in connection with the registrations requested pursuant to Section 2.1(a). Each Holder shall pay all underwriting discounts and commissions and transfer taxes, if any, relating to the sale or

disposition of such Holder's Registrable Securities pursuant to a registration statement requested pursuant to this Section 2.1.

2.2 Piggy-Back Registration. If at any time the Company proposes to file a Registration Statement under the Securities Act with respect to an offering by the Company for its own account or for the account of any of its respective securityholders covering the sale of Common Stock (other than (a) a registration statement on Form S-4 or S-8, (b) a registration statement filed in connection with an offer of securities solely to the Company's existing securityholders, (c) a Demand Registration, or (d) a registration statement filed in connection with an Initial Public Equity Offering, provided, that the registration statement relating to such Initial Public Equity Offering solely covers securities proposed for sale by the Company for its own account and not for the account of any of its securityholders) for sale on the same terms and conditions as the securities of the Company or any other selling securityholder included therein, then the Company shall give written notice of such proposed filing to the Holders of Registrable Securities as soon as practicable (but in no event less than 10 Business Days before the anticipated filing date), and such notice shall offer such Holders the opportunity to register such number of Registrable Securities as each such Holder may request (which request shall specify the Registrable Securities intended to be disposed of by such Holder and the intended method of distribution thereof) (a "Piggy-Back Registration"). The Company shall use its best efforts to cause the managing underwriter or underwriters of such proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration to be included on the same terms and conditions as any similar securities of the Company or any other securityholder included therein and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method of distribution thereof. Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration Statement pursuant to this Section 2.2 by giving written notice to the Company of its request to withdraw. The Company may withdraw a Piggy-Back Registration

at any time prior to the time it becomes effective; provided that the Company
shall give prompt notice thereof to participating Holders. The Company will pay all Registration Expenses in connection with each registration of Registrable Securities requested pursuant to this Section 2.2, and each Holder shall pay all underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Securities pursuant to a registration statement effected pursuant to this Section 2.2.

No registration effected under this Section 2.2, and no failure to effect a registration under this Section 2.2, shall relieve the Company of its obligation to effect a registration upon the request of Holders pursuant to Section 2.1, and no failure to effect a registration under this Section 2.2 and to complete the sale of Registrable Securities in connection therewith shall relieve the Company of any other obligation under this Agreement.

2.3 Reduction of Piggy-Back Registration. (a) If the lead managing underwriter of any underwritten offering described in Section 2.2 has informed, in writing, the Holders of the Registrable Securities requesting inclusion in such offering that it is its view that the total number of securities which the Company, the Holders and any other Persons desiring to participate in such registration intend to include in such offering is such as to materially and adversely affect the success of such offering, including the price at which such securities can be sold, then the number of Registrable Securities to be offered for the account of such Holders and

the number of such securities to be offered for the account of all such other Persons (other than the Company) participating in such registration shall be reduced or limited pro rata in proportion to the respective number of securities requested to be registered to the extent necessary to reduce the total number of securities requested to be included in such offering to the number of securities, if any, recommended by such lead managing underwriter; provided that if such offering is effected for the account of any securityholder of the Company other than the Holders, pursuant to the demand registration rights of any such securityholder, then the number of securities to be offered for the account of the Company (if any) and the Holders (but not such securityholders who have exercised their demand registration rights) shall be reduced or limited pro rata in proportion to the respective number of securities requested to be registered to the extent necessary to reduce the total number of securities requested to be included in such offering to the number of securities, if any, recommended by such lead managing underwriter.

(b) If the lead managing underwriter of any underwritten offering described in Section 2.2 notifies the Holders requesting inclusion of Registrable Securities in such offering, that the kind of securities that such Holders, the Company and any other Persons desiring to participate in such registration intend to include in such offering is such as to materially and adversely affect the success of such offering, (x) the Registrable Securities to be included in such offering shall be reduced as described in clause (a) above or (y) if a reduction in the Registrable Securities pursuant to clause (a) above would, in the judgment of the lead managing underwriter, be insufficient to substantially eliminate the adverse effect that inclusion of the Registrable Securities requested to be included would have on such offering, such Registrable Securities will be excluded from such offering.

(c) If, as a result of the proration provisions of this Section 2.3, any Holder shall not be entitled to include all Registrable Securities in a Piggy-Back Registration that such Holder has requested to be included, such Holder may elect to withdraw his request to include Registrable Securities in such registration (a "Withdrawal Election"); provided that a Withdrawal Election shall be irrevocable and, after making a Withdrawal Election, a Holder shall no longer have any right to include Registrable Securities in the registration as to which such Withdrawal Election was made.

3. Transfers.

3.1 Generally. All Subject Equity at any time and from time to time outstanding shall be held subject to the conditions and restrictions set forth in this Section 3. All shares of Capital Stock now or hereafter held by the Investors shall be held subject to the conditions and restrictions set forth in this Section 3. Each Holder of Subject Equity and the Investors by executing this Agreement or by accepting a certificate representing Capital Stock or other indicia of ownership therefor from the Company agree with the Company and with each other Stockholder to such conditions and restrictions.

3.2 Tag-Along Rights. (a) Prior to the Triggering Date, each of the

Holders of Subject Equity shall have the right (the "Tag-Along Right") to require the Proposed Purchaser to purchase from each of them all Subject Equity owned by such Holder in the event of any proposed direct or indirect sale or other disposition (collectively, a "Transfer") of Common Stock or Convertible Preferred Stock (whether now or hereafter issued) to any Person or Persons

(such other Person or Persons being hereinafter referred to as the "Proposed Purchaser") by any Investor or Investors or any of their Affiliates in any transaction or series of related transactions resulting in a Warrant Change of Control. Each Investor shall notify, or cause to be notified, each Holder of Subject Equity in writing (a "Transfer Notice") of each such proposed Transfer at least 30 days prior to the date thereof. Such notice shall set forth: (a) the name of the Proposed Purchaser and the number of shares of Common Stock and other securities, if any, proposed to be transferred, (b) the name and address of the Proposed Purchaser, (c) the proposed amount of consideration and terms and conditions of payment offered by such Proposed Purchaser (if the proposed consideration is not cash, the Transfer Notice shall describe the terms of the proposed consideration) and (d) that either the Proposed Purchaser has been informed of the "Tag-Along Right" and has agreed to purchase Subject Equity in accordance with the terms hereof or that the Investors or any of their Affiliates will make such purchase. The Tag-Along Right may be exercised by any Holder of Subject Equity by delivery of a written notice to the Company ("Tag-Along Notice"), within 10 days of receipt of the Transfer Notice, indicating its election to exercise the Tag-Along Right (the "Participating Holders"). The Tag-Along Notice shall state the amounts of Subject Equity that such Holder proposes to include in such Transfer to the Proposed Purchaser. Failure by any Holder to provide a Tag-Along Notice within the 10-day notice period shall be deemed to constitute an election by such Holder not to exercise its Tag-Along Right. The closing with respect to any sale to a Proposed Purchaser pursuant to this Section shall be held at the time and place specified in the Transfer Notice but in any event within 60 days of the date such Transfer Notice is given; provided that if through the exercise of reasonable efforts the Company is unable to cause such transaction to close within 60 days, such period may be extended for such reasonable period of time as may be necessary to close such transaction. Consummation of the sale of Common Stock by any Investor or any of its Affiliates to a Proposed Purchaser shall be conditioned upon consummation of the sale by each Participating Holder to such Proposed Purchaser (or the Investor) of the Subject Equity entitled to be transferred as described above, if any. Additionally:

(b) In the event that the Proposed Purchaser does not purchase Subject Equity entitled to be transferred as described above on the same terms and conditions as purchased from the Investors or any of their Affiliates, then the Investors or their Affiliates shall purchase such Subject Equity if the Transfer occurs.

(c) Each Holder shall have the right to require the Proposed Purchaser to purchase from such Holder up to a percentage of the number of Warrants, Warrant Shares and each class and series of Registrable Securities owned by such Holder equaling the percentage derived by dividing the total number of shares of Common Stock that the Investors and their Affiliates propose to Transfer by the total number of shares of Common Stock owned by the Investors and their Affiliates; provided that in the event of any proposed Transfer by the Investors or any of their Affiliates in any transaction or series of related transactions pursuant to which the Investors and their Affiliates would, after giving effect to such Transfer, beneficially own less than a majority of the outstanding Common Stock, each Holder shall have the right to require the Proposed Purchaser to purchase all of the Warrants, Warrant Shares and Registrable Securities owned by such Holder.

(d) Any Subject Equity purchased from the Participating Holders pursuant to this Section 3.2 shall be paid for in the same type of consideration and at the same

price per share of Common Stock and upon the same terms and conditions of such proposed Transfer of Common Stock by the Investors and/or any of their Affiliates. Notwithstanding the foregoing, shares of Convertible Preferred Stock being Transferred shall be entitled to receive the Fair Market Value of consideration, up to but not in excess of the aggregate liquidation preference of, plus accrued and unpaid dividends on, such shares of Convertible Preferred

Stock prior to any payment of consideration in respect of that Subject Equity which is to be sold pursuant to the exercise of a tag-along right relating to such Convertible Preferred Stock. In the event that the Fair Market Value of consideration that is paid in respect of any shares of Convertible Preferred Stock being Transferred is in excess of its aggregate liquidation preference plus accrued and unpaid dividends, such shares of Convertible Preferred Stock shall be deemed for all purposes of this provision to have been converted into Common Stock immediately prior to such Transfer. If the Subject Equity to be purchased includes securities or property other than Common Stock, the price to be paid for such securities or property shall be the same price per share or other denomination paid by the Proposed Purchaser for like securities purchased from any Investor or any of its Affiliates or, if like securities are not purchased from any Investor or any of its Affiliates by the Proposed Purchaser, the Fair Market Value of such securities. The Investor shall arrange for payment directly by the Proposed Purchaser to each Participating Holder, upon delivery of the certificate or certificates representing the Warrants and/or Registrable Securities duly endorsed for transfer, together with such other documents as the Proposed Purchaser may reasonably request.

(e) If at the end of 60 days following the date on which a Transfer Notice was given, or as otherwise extended pursuant to the provisions of Section 3.2(a), the sale of Common Stock by the Investors or their Affiliates and the sale of the Subject Equity entitled to be transferred as provided above have not been completed in accordance with the terms of the Proposed Purchaser's offer, all certificates representing such Subject Equity shall be returned to the Participating Holders, and all the restrictions on Transfer contained in this Agreement with respect to Common Stock owned by the Investors and their Affiliates shall remain in effect.

3.3 Drag-Along Rights. If at any time prior to an Initial Public Equity Offering, the Investors and their respective Affiliates determine to sell all of the Capital Stock of the Company owned by them to a Person other than an Investor or an Affiliate of an Investor in a transaction resulting in a Warrant Change of Control, the transferring Investors (whether directly or through an Affiliate) shall have the right to require the Holders of Subject Equity to sell such Subject Equity to such transferee; provided that (a) the consideration to be received by the Holders of Subject Equity shall be the same type of consideration received by the Investors and their Affiliates and, in any event, shall be cash or freely transferable marketable securities, and (b) after giving effect to such transaction, the Investors and their Affiliates shall not own, directly or indirectly, any Capital Stock or rights to purchase Capital Stock of the Company. Any Warrants and/or Registrable Securities purchased from the Holders thereof pursuant to this Section 3.3 shall be paid for at the same price per share of Common Stock and upon the same terms and conditions of such proposed transfer of Common Stock by the Investors and their Affiliates. Notwithstanding the foregoing, shares of Convertible Preferred Stock being transferred by an Investor or its Affiliates shall be entitled to receive the Fair Market Value of consideration, up to but not in excess of the aggregate liquidation preference of, plus accrued and unpaid dividends on, such shares of Convertible Preferred Stock prior to any payment of consideration in respect of that Subject Equity which the holder thereof is obligated to sell. In

the event that the Fair Market Value of consideration that is paid in respect of any shares of Convertible Preferred Stock being transferred by an Investor or its Affiliates is in excess of its aggregate liquidation preference plus accrued and unpaid dividends, such shares of Convertible Preferred Stock shall be deemed for all purposes of this provision to have been converted into Common Stock immediately prior to such transfer. If the Subject Equity to be purchased includes securities other than Common Stock, the price to be paid for such securities shall be the same price per share or other denomination paid by the proposed purchaser for like securities purchased from the Investors and their Affiliates or, if like securities are not purchased from the Investors and their Affiliates, the Fair Market Value of such securities.

4. Registration Procedures.

In connection with the obligations of the Company with respect to any Registration Statement pursuant to Sections 2.1 and 2.2 hereof, the Company shall:

(a) A reasonable period of time prior to the initial filing of a Registration Statement or Prospectus and a reasonable period of time prior to the filing of any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), furnish to the Initial Purchasers and the managing underwriters, if any, copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and such underwriters, if any, and cause the officers and directors of the Company, counsel to the Company and independent certified public accountants to the Company to respond to such reasonable inquiries as

shall be necessary, in the opinion of counsel to such underwriters, to conduct a reasonable investigation within the meaning of the Securities Act; provided that
----
the foregoing inspection and information gathering shall be coordinated on behalf of the Initial Purchasers by Salomon Smith Barney. The Company shall not file any such Registration Statement or related Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities included in such Registration Statement shall reasonably object on a timely basis;

(b) Prepare and file with the SEC such amendments, including post-effective amendments, to each Registration Statement as may be necessary to keep such Registration Statement continuously effective for the applicable time period required hereunder; cause the related Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act; and comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented;

(c) Notify the holders of Registrable Securities to be sold and the managing underwriters, if any, promptly, and (if requested by any such person), confirm such notice in writing, (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment is proposed to be filed, and (B) with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or any other Federal or state governmental authority for amendments or supplements to a

Registration Statement or related Prospectus or for additional information, (iii) of the issuance by the SEC, any state securities commission, any other governmental agency or any court of any stop order, order or injunction suspending or enjoining the use of a Prospectus or the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (v) of the happening of any event or information becoming known that makes any statement made in a Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in such Registration Statement, Prospectus or documents so that it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading, and that in the case of a Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(d) Use its best efforts to avoid the issuance of or, if issued, obtain the withdrawal of any order enjoining or suspending the use of a Prospectus or the effectiveness of a Registration Statement or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment;

(e) If requested by the managing underwriters, if any, or if none, by the Holders of a majority of the Registrable Securities being sold pursuant to such Registration Statement, (i) promptly incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters, if any, or if none, such Holders, reasonably believe should be included therein, and (ii) make all required filings of such Prospectus supplement or such post-effective amendment under the Securities Act as soon as practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplement or post-effective amendment; provided, however, that the Company shall not be required to take any
-------- -------
action pursuant to this Section 4(e) that would, in the opinion of counsel for the Company, violate applicable law;

(f) Upon written request to the Company, furnish to each Holder of Registrable Securities to be sold pursuant to a Registration Statement and each managing underwriter, if any, without charge, at least one conformed copy of such Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference, and all exhibits to the extent requested (including those previously furnished or incorporated by reference) as soon as practicable after the filing of such documents with the SEC;

(g) Deliver to each Holder of Registrable Securities to be sold pursuant to a Registration Statement, and the underwriters, if any, without

charge, as many copies of the Prospectus (including each form of prospectus) and each amendment or supplement thereto as such persons reasonably request; and the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders of

Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto;

(h) Prior to any public offering of Registrable Securities, use its best efforts to register or qualify or cooperate with the Holders of Registrable Securities to be sold, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as any such Holder or underwriter reasonably requests in writing; keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective hereunder and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the applicable Registration Statement; provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action which would subject it to general service of process or to taxation in any jurisdiction where they are not so subject;

(i) In connection with any sale or transfer of Registrable Securities that will result in such securities no longer being Registrable Securities, cooperate with the Holders thereof and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, which certificates shall not bear any restrictive legends and shall be in a form eligible for deposit with The Depository Trust Company and to enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters, if any, or such Holders may request at least two Business Days prior to any sale of Registrable Securities;

(j) Upon the occurrence of any event contemplated by Section 4(c)(v), as promptly as practicable, prepare a supplement or amendment, including, if appropriate, a post-effective amendment, to each Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) Enter into such agreements (including an underwriting agreement in form, scope and substance as is customary in underwritten offerings) and take all such other reasonable actions in connection therewith (including those reasonably requested by the managing underwriters, if any, or the Holders of a majority of the Registrable Securities being sold) in order to expedite or facilitate the disposition of such Registrable Securities, and, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration, (i) make such representations and warranties to the Holders of such Registrable Securities and the underwriters, if any, with respect to the business of the Company and its subsidiaries (including with respect to businesses or assets acquired or to be acquired by any of them), and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and confirm the same if

and when requested; (ii) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any, addressed to each selling Holder of Registrable Securities and each of the underwriters, if any), covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such underwriters; (iii) use their best efforts to obtain customary "cold comfort" letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data is, or is required to be, included in the Registration Statement), addressed each of the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings; (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable to the selling Holders and the underwriters, if any, than those set forth in Section 5

hereof (or such other provisions and procedures acceptable to Holders of a majority of Registrable Securities covered by such Registration Statement and the managing underwriters, if any); and (v) deliver such documents and certificates as may be reasonably requested by the Holders of a majority of the Registrable Securities being sold and the managing underwriters, if any, to evidence the continued validity of the representations and warranties made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company;

(l) Make available for inspection by a representative of the Initial Purchasers selling Registrable Securities, any underwriter participating in any such disposition of Registrable Securities, and any attorney, consultant or accountant retained by such Initial Purchasers or underwriter, at the offices where normally kept, during reasonable business hours, all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries (including with respect to businesses and assets acquired or to be acquired to the extent that such information is available to the Company), and cause the officers, directors, agents and employees of the Company and its subsidiaries (including with respect to businesses and assets acquired or to be acquired to the extent that such information is available to the Company) to supply all information in each case reasonably requested by any such representative, underwriter, attorney, consultant or accountant in connection with such Registration Statement; provided, however, that such persons shall
-------- -------
first agree in writing with the Company that any information that is reasonably and in good faith designated by the Company in writing as confidential at the time of delivery of such information shall be kept confidential by such Persons, unless (i) disclosure of such information is required by court or administrative order or is necessary to respond to inquiries of regulatory authorities, (ii) disclosure of such information is required by law (including any disclosure requirements pursuant to Federal securities laws in connection with the filing of the Registration Statement or the use of any Prospectus), (iii) such information becomes generally available to the public other than as a result of a disclosure or failure to safeguard such information by such Person or (iv) such information becomes available to such Person from a source other than the Company and its subsidiaries and such source is not bound by a confidentiality agreement; and provided, further, that the foregoing inspection and information
-------- -------
gathering shall be coordinated on behalf of the Initial Purchasers by Salomon Smith Barney;

(m) Comply with all applicable rules and regulations of the SEC and make generally available to their securityholders earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act, no later than 60 days after the end of any 12-month period (or 135 days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or reasonable efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter after the effective date of a Registration Statement, which statement shall cover said period, consistent with the requirements of Rule 158 under the Securities Act; and

(n) Cooperate with each seller of Registrable Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the National Association of Securities Dealers, Inc.

The Company may require a Holder of Registrable Securities to be included in a Registration Statement to furnish to the Company such information regarding (i) the intended method of distribution of such Registrable Securities, (ii) such Holder and (iii) the Registrable Securities held by such Holder as is required by law to be disclosed in such Registration Statement and the Company may exclude from such Registration Statement the Registrable Securities of any Holder who fails to furnish such information within a reasonable time after receiving such request.

If any such Registration Statement refers to any Holder by name or otherwise as the Holder of any securities of the Company, then such Holder shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to such Holder, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Company, or (ii) in the event that such reference to such Holder by name or otherwise is not required by the Securities Act, the deletion of the reference to such Holder in any amendment or supplement to the Registration Statement filed or prepared subsequent to the time that such reference ceases to be required.

Each Holder of Registrable Securities agrees by acquisition of such Registrable Securities that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(c)(ii), 4(c)(iii), 4(c)(iv) or 4(c)(v) hereof, such Holder will forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 4(j) hereof, or until it is advised in writing (the "Advice") by the Company that the use of the applicable
------
Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus. If the Company shall give any such notice, the Effectiveness Period shall be extended by the number of days during such period from and including the date of the giving of such notice to and including the date when each Holder of Registrable Securities covered by such Registration Statement shall have received (x) the copies of the supplemented or amended Prospectus contemplated by Section 4(j) hereof or (y) the

Advice, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus.

5. Indemnification and Contribution.

(a) The Company shall indemnify and hold harmless the Initial Purchasers, each Holder, each underwriter who participates in an offering of Registrable Securities, their respective Affiliates, each Person, if any, who controls any of such parties within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each of their respective directors, officers, employees and agents, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, joint or several, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement (or any amendment thereto), covering Registrable Securities, including all documents incorporated therein by reference, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any Prospectus (or any amendment or supplement thereto) or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, joint or several, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any court or governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, if such settlement is effected with the prior written consent of the Company; and

(iii) against any and all expenses whatsoever, as incurred (including reasonable fees and disbursements of counsel chosen by Salomon Smith Barney), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any court or governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under subparagraph (i) or (ii) of this Section 5(a);

provided that this indemnity does not apply to any loss, liability, claim,
- --------
damage or expense to the extent arising out of an untrue statement or omission or alleged untrue statement or omission (i) made in reliance upon and in conformity with written information furnished to the Company by the Initial Purchasers, such Holder their respective Affiliates, each Person, if any, who controls any of such parties within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each of their respective directors, officers, employees and agents, or any underwriter in writing expressly for use in the Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto) or (ii) contained in any preliminary prospectus if the Initial Purchasers, such Holder or such underwriter failed to send or

deliver a copy of the Prospectus (in the form it was first provided to such parties for confirmation of sales) to the Person asserting such losses, claims, damages or liabilities on or prior to the delivery of written confirmation of

any sale of securities covered thereby to such Person in any case where such delivery is required by the Securities Act and such Prospectus would have corrected such untrue statement or omission. Any amounts advanced by the Company to an indemnified party pursuant to this Section 5 as a result of such losses shall be returned to the Company if it shall be finally determined by such a court in a judgment not subject to appeal or final review that such indemnified party was not entitled to indemnification by the Company.

(b) By accepting the benefits of this Agreement, each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, each Initial Purchaser, each underwriter who participates in an offering of Registrable Securities and the other selling Holders and each of their respective directors, officers (including each officer of the Company who signed the Registration Statement), employees and agents and each Person, if any, who controls the Company, the Initial Purchasers, any underwriter or any other selling Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all loss, liability, claim, damage and expense whatsoever described in the indemnity contained in Section 5(a) hereof, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by such selling Holder expressly for use in the Registration Statement (or any amendment thereto), or any such Prospectus (or any amendment or supplement thereto).

(c) Each indemnified party shall give prompt notice to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, enclosing a copy of all papers properly served on such indemnified party, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 5(a) above, counsel to the indemnified parties shall be selected by Salomon Smith Barney and, in the case of parties indemnified pursuant to Section 5(b) above, counsel to the indemnified parties shall be selected by the Company. Notwithstanding the foregoing sentence, in case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent it may wish, jointly with any other indemnifying party similarly notified, unless such indemnified party shall have one or more legal defenses available to it which are not available to the indemnifying party, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party. After notice from the indemnifying party to such indemnified party of its election as aforesaid to assume the defense thereof and approval by such indemnified party of counsel appointed to defend such action, the indemnifying party will not be liable to such indemnified party under this Section 5 for any legal or other expenses other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the

indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any Judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 5 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 5(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) In order to provide for just and equitable contribution in circumstances under which any of the indemnity provisions set forth in this Section 5 is for any reason held to be unavailable to the indemnified parties although applicable in accordance with its terms, the Company, the Initial Purchasers and the Holders shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by such indemnity agreement incurred by the Company, the Initial Purchasers and the Holders, as incurred; provided that no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person that was not guilty of such fraudulent misrepresentation. As between the Company, the Initial Purchasers and the Holders, such parties shall contribute to such aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by such indemnity agreement in such proportion as shall be appropriate to reflect the relative fault of the Company, on the one hand, and the Initial Purchasers and the Holders, on the other hand, with respect to the statements or omissions which resulted in such loss, liability, claim, damage or expense, or action in respect thereof, as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and of the Initial Purchasers and the Holders, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or by or on behalf of the Initial Purchasers or the Holders, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Initial Purchasers and the Holders of the Registrable Securities agree that it would not be just and equitable if contribution pursuant to this Section 5 were to be determined by pro rata allocation or by any other method of

allocation that does not take into account the relevant equitable considerations. For purposes of this Section 5, each Affiliate of the Initial Purchasers or a Holder, and each director, officer, employee, agent and Person, if any, who controls a Initial Purchaser or Holder or such Affiliate within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as such Initial Purchaser or Holder, and each director of the Company, each officer of the Company who signed the Registration Statement, and each Person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Company.

6. Rules 144 and 144A.

The Company shall use its best efforts to file any reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time it is not required to file such reports but in the past had been required to or did file such reports, it will, upon the request of any Holder of Warrants or Registrable Securities, make available other information as required by, and so long as necessary to permit, sales of its Warrants and Registrable Securities pursuant to Rule 144A. Notwithstanding the foregoing, nothing in this Section 6 shall be deemed to require the Company to register any of its securities pursuant to the Exchange Act.

7. Underwritten Registrations.

If any of the Registrable Securities covered by any Registration Statement are to be sold in an underwritten public offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the Holders of a majority of such Registrable Securities included in such offering, subject to the consent of the Company (which will not be unreasonably withheld or delayed).

No Person may participate in any underwritten public offering hereunder unless such person (i) agrees to sell such Registrable Securities on the basis reasonably provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

If the Company has complied with all its obligations under this Agreement with respect to a Demand Registration (including the Company's option to make and consummate an offer to purchase Subject Equity, if applicable) or a Piggy-Back Registration relating to an underwritten public offering, all holders of Warrants and Registrable Securities participating in any such Demand Registration or Piggy-Back Registration, as the case may be, upon request of the lead managing underwriter with respect to such underwritten public offering, will be required to not sell or otherwise dispose of any Warrant or Registrable Security owned by them for a period not to exceed 180 days from the consummation

of such underwritten public offering.

8. Miscellaneous.

8.1 In the event of a breach by the Company, the Investors or by a Holder of any of its obligations under this Agreement, each Holder, the Investors and the Company, in

addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company, the Investors and each Holder agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach of any of the provisions of this Agreement and each hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

8.2 No Conflicting Agreements. The Company and the Investors will not enter into any agreement that conflicts with the rights granted to the Holders and indemnified persons in this Agreement or otherwise conflicts with the provisions hereof. Without the written consent of the Holders of a majority of the outstanding Warrants and each class and series of Registrable Securities, the Company and the Investors shall not grant to any Person any rights which conflict with the provisions of this Agreement.

8.3 No Piggy-back on Demand Registrations. The Company shall not grant to any of its securityholders (other than the Holders in such capacity) the right to include any of their securities in any Registration Statement filed pursuant to a Demand Registration unless any such right expressly provides that (i) such securityholders will agree to be cut-back if the lead managing underwriter with respect to such Demand Registration has informed the Holders, in writing, that it is its view that the total number of securities requested for inclusion is such as to materially and adversely affect the success of any offering relating to such Demand Registration, and (ii) Holders of Subject Equity will in no event be required to cut-back Subject Equity proposed for inclusion in such Demand Registration.

8.4 Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, otherwise than with the prior written consent of the Holders of not less than the Requisite Shares; provided, however, that, for the purposes of this Agreement, Warrants, Warrant Shares and Registrable Securities that are owned, directly or indirectly, by the Company, the Investors or any of their Affiliates are not deemed outstanding. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by Holders of a majority of the Registrable Securities being sold by such Holders pursuant to such Registration Statement; provided, however, that the provisions of this sentence may not be amended, modified or supplemented except in accordance with the provisions of the immediately preceding sentence. Notwithstanding the foregoing, no amendment, modification, supplement, waiver or consent with respect to Section 5 shall be made or given otherwise than with the prior written consent of each Person affected thereby.

8.5 Notices. All notices and other communications provided for herein shall be made in writing by hand-delivery, next-day air courier, certified first-class mail, return receipt requested, telex or telecopier:

(a) if to the Company, as provided in the Purchase Agreement,

(b) if to the Investors,

Benchmark Capital Partners II, L.P.

Attn: Andrew Rachleff
Ph.: 650-854-8180
Fax: 650-854-8183

Cisco Systems, Inc.
170 West Tasman Drive

San Jose, CA 95134

Attn: Mike Volpi
Ph.: 408-526-4499
Fax: 408-526-4100

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attn: Greg Maffei
Ph.: 425-936-5266
Fax: 425-936-2625

EPARTNERS, a Delaware general partnership
22 Chelsea Manor Street
London SW 35 RL UK
Attn: Bruce McWilliam
Ph.: 011-44-207-881-2900
Fax: 011-44-207-881-2901

Albert M. Avery, IV
c/o Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Ph.: (650) 298-0400
Fax: (650) 298-0420

Jay S. Adelson
c/o Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Ph.: (650) 298-0400
Fax: (650) 298-0420

(c) if to the Initial Purchasers, as provided in the Purchase Agreement, or

(d) if to any other Person who is then the registered Holder of Warrants or Registrable Securities, to the address of such Holder as it appears in the register therefor of the Company.

Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; one Business Day after being timely delivered to a next-day air courier; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; and when receipt is acknowledged by the recipient's telecopier machine, if telecopied.

8.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign any of its rights hereunder without the prior written consent of each Holder and each indemnified party under Section 5(a). Notwithstanding the foregoing, no successor or assignee of the Company shall have any of the rights granted under this Agreement until such Person shall acknowledge its rights and obligations hereunder by a signed written statement of such person's acceptance of such rights and obligations.

8.7 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement.

8.8 Governing Law; Submission to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK. THE COMPANY AND THE INVESTORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, JURISDICTION OF THE AFORESAID COURTS.

8.9 Severability. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and

the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

8.10 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. All references made in this Agreement to "Section" and "paragraph" refer to such Section or paragraph of this Agreement, unless expressly stated otherwise.

IN WITNESS WHEREOF, the parties have caused this Common Stock Registration Rights Agreement to be duly executed as of the date first written above.

EQUINIX, INC.

By: /s/ Jay S. Adelson

Name: Jay S. Adelson
Title: Secretary

BENCHMARK CAPITAL PARTNERS II, L.P.
as nominee for
Benchmark Capital Partners II, L.P.
Benchmark Founders Fund II, L.P.
Benchmark Founders Fund II-A, L.P.
Benchmark Members' Fund, L.P.
By: Benchmark Capital Management Co. II, L.L.C., its general partner

By: /s/ Andrew S. Rachleff

Name: Andrew S. Rachleff
Title: Managing Member

CISCO SYSTEMS, INC.

By: /s/ Michelangelo Volpi

Name: Michelangelo Volpi
Title: SVP, Business Development

MICROSOFT CORPORATION

By: /s/ Gregory Maffei

Name: Gregory Maffei
Title: Chief Financial Officer

EPARTNERS, a Delaware general partnership
By: News America Incorporated, its General Partner

By: /s/ Lawrence A. Jacobs

Name: Lawrence A. Jacobs
Title: Senior Vice President

/s/ Albert M. Avery, IV

Albert M. Avery, IV

/s/ Jay S. Adelson

Jay S. Adelson

SALOMON SMITH BARNEY INC.
GOLDMAN, SACHS & CO.
MORGAN STANLEY & CO., INCORPORATED

By: Salomon Smith Barney Inc.

By: /s/ W. Mark Barber

Name: W. Mark Barber
Title: Vice President

EXHIBIT 10.4

REGISTRATION RIGHTS AGREEMENT

Dated as of December 1, 1999

by and among

EQUINIX, INC.

and

SALOMON SMITH BARNEY INC.
MORGAN STANLEY & CO. INCORPORATED
GOLDMAN, SACHS & CO.
as Initial Purchasers

$200,000,000 Aggregate Principal Amount of 13% Senior Notes due 2007

TABLE OF CONTENTS

<TABLE>
<CAPTION>

</TABLE>

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "Agreement") is made and entered into as of December 1, 1999, by and among Equinix, Inc., a Delaware corporation (the "Company"), and Salomon Smith Barney Inc., Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (the "Initial Purchasers").

This Agreement is entered into in connection with the Purchase Agreement, dated November 24, 1999, by and among the Company and the Initial Purchasers (the "Purchase Agreement") relating to the sale by the Company to the Initial Purchasers of Units (the "Units") consisting of $200,000,000 aggregate principal amount of the Company's 13% Senior Notes due 2007 (the "Notes") and Warrants to purchase 2,251,000 shares of the Company's Common Stock. In order to induce the Initial Purchasers to enter into the Purchase Agreement, the Company has agreed to provide the registration rights set forth in this Agreement for the benefit of the holders of Transfer Restricted Notes (as defined), including, without limitation, the Initial Purchasers. The execution and delivery of this Agreement is a condition to the Initial Purchasers' obligation to purchase the Units under the Purchase Agreement.

The parties hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the

following meanings:

Advice: see the last paragraph of Section 5.

Agreement: see the first introductory paragraph to this Agreement.

Applicable Period: see Section 2(b).

Business Day: means a day that is not a Saturday, a Sunday or a day on which banking institutions are required to be closed in New York, New York.

Company: see the first introductory paragraph to this Agreement.

Effectiveness Period: see Section 3(a).

Event Date: see Section 4(b).

Exchange Act: means the Securities Exchange Act of 1934, as amended, and successor statue or statues thereto.

Exchange Notes: means senior debt securities of the Company with substantially identical terms to the Notes (except that such debt securities will not contain terms with respect to additional interest or transfer restrictions under the Securities Act) to be exchanged for the Notes in the Exchange Offer.

Exchange Offer: means the offer to exchange the Exchange Notes for the Notes.

Exchange Offer Registration Statement: see Section 2(a).

Holder: means any registered holder of Transfer Restricted Notes.

Indemnified Person: see Section 7(c).

Indemnifying Person: see Section 7(c).

Indenture: means the Indenture, dated as of December 1, 1999, by and between the Company and State Street Bank and Trust Company of California, N.A., as trustee, pursuant to which the Notes, Exchange Notes and any Private Exchange Notes are being issued, as amended or supplemented from time to time in accordance with the terms thereof.

Initial Purchasers: see the first introductory paragraph to this Agreement.

Inspectors: see Section 5(o).

Issue Date: means December 1, 1999, the original issue date of the Notes.

Interest Payment Date: has the meaning specified in the Indenture.

Liquidated Damages: see Section 4(a).

NASD: means the National Association of Securities Dealers, Inc.

Notes: see the second introductory paragraph to this Agreement.

Participant: see Section 7(a).

Participating Broker-Dealer: see Section 2(b).

Person: means an individual, trustee, corporation, partnership, limited liability company, joint stock company, trust, unincorporated association, union, business association, firm or other legal entity.

Private Exchange: see Section 2(b).

Private Exchange Notes: see Section 2(b).

Prospectus: means the prospectus included in any Registration Statement (including, without limitation, any prospectus subject to completion and a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Transfer Restricted Notes covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective

amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

Purchase Agreement: see the second introductory paragraph to this Agreement.

Records: see Section 5(o).

Registration Default: see Section 4(a).

Registration Statement: means any registration statement of the Company, including, but not limited to, the Exchange Offer Registration Statement or Shelf Registration Statement, that covers any of the Transfer Restricted Notes pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Rule 144: means Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144A) or regulation hereafter adopted by the SEC providing for offers and sales of securities made in compliance therewith by subsequent holders that are not affiliates of an issuer of such securities being free of the registration and prospectus delivery requirements of the Securities Act.

Rule 144A: means Rule 144A under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144) or regulation hereafter adopted by the SEC.

Rule 415: means Rule 415 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

SEC: means the United States Securities and Exchange Commission.

Securities Act: means the United States Securities Act of 1933, as amended.

Shelf Filing Event: see Section 3(a).

Shelf Registration Statement: see Section 3(a).

TIA: means the Trust Indenture Act of 1939, as amended.

Transfer Restricted Notes: means each outstanding Note until (i) the

date on which such Note has been exchanged by a Person other than a broker-dealer for an Exchange Note in the Exchange Offer, (ii) following the exchange by a broker-dealer in the Exchange Offer of a Note for an Exchange Note, the date on which such Exchange Note is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the Prospectus contained in the Exchange Offer Registration Statement, (iii) the date on which such Note has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement, (iv) the date on which such Note is distributed to the public

pursuant to Rule 144 under the Securities Act or (v) the date on which such Note is eligible for resale pursuant to Rule 144 without volume restriction.

Trustee: means the trustee under the Indenture and the trustee under any separate indenture governing the Exchange Notes.

Underwritten registration or underwritten offering: means a registration in which securities of the Company are sold to an underwriter for reoffering to the public.

2. Exchange Offer

(a) The Company agrees, for the benefit of the Holders, that it will, at its cost, (i) within 90 calendar days after the Issue Date, use its reasonable best efforts to file a Registration Statement (the "Exchange Offer Registration Statement") with the SEC with respect to a registered offer to exchange the Exchange Notes for the Notes, (ii) within 210 calendar days after the Issue Date, use its reasonable best efforts to cause the Exchange Offer Registration Statement to be declared effective under the Securities Act and (iii) within 30 calendar days of the Exchange Offer Registration Statement being declared effective, use its reasonable best efforts to offer the Exchange Notes in exchange for surrender of the Notes unless the Exchange Offer would not be permitted by applicable law or SEC policy. The Company will keep the Exchange Offer open for not less than 30 calendar days (or longer if required by applicable law) after the date notice of the Exchange Offer is mailed to the Holders. For each Note surrendered to the Company pursuant to the Exchange Offer, the Holder of such Note will receive an Exchange Note having a principal amount equal to that of the surrendered Note. Interest on the Exchange Notes will accrue from the last Interest Payment Date on which interest was paid on the Notes surrendered in exchange therefor or, if no interest has been paid on such Notes, from the Issue Date.

(b) (b) The Company shall include within the Prospectus contained in the Exchange Offer Registration Statement a section entitled "Plan of Distribution," which shall contain a summary statement of the positions taken or policies made by the Staff of the SEC with respect to the potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of Exchange Notes received by such broker-dealer in the Exchange Offer (a "Participating Broker-Dealer"), whether such positions or policies have been publicly disseminated by the Staff of the SEC or such positions or policies represent the prevailing views of the Staff of the SEC. Such "Plan of Distribution" section shall also allow, to the extent permitted by applicable policies and regulations of the SEC, the use of the Prospectus by all Participating Broker-Dealers and other Persons, if any, with similar prospectus delivery requirements for a period of 180 calendar days following the consummation of the Exchange Offer, and include a statement describing the manner in which Participating Broker-Dealers may resell the Exchange Notes.

The Company shall use its reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the Prospectus contained therein for the lesser of (x) 180 calendar days following consummation of the Exchange Offer or (y) such period of time as may be necessary in order to permit such Prospectus to be lawfully delivered by Participating Broker-Dealers subject to the prospectus delivery requirements of the

Securities Act and other Persons, if any, with similar prospectus delivery requirements in connection with offers and sales of the Exchange Notes; provided that such period shall not exceed 180 calendar days following the consummation of the Exchange Offer (the "Applicable Period").

If, upon consummation of the Exchange Offer, any Initial Purchaser holds any Notes acquired by it and having the status of an unsold allotment in

the initial distribution and determines upon advice of its outside counsel that it is not eligible to participate in the Exchange Offer, the Company upon the request of any such Initial Purchaser and receipt of an opinion of outside counsel for such Initial Purchaser, reasonably satisfactory in form and substance to the Company and its counsel, to the effect that the Private Exchange (as defined below) does not require compliance with the registration requirements of the Securities Act, shall, as soon as practicable following delivery of such request and opinion, issue and deliver to such Initial Purchaser, in exchange (the "Private Exchange") for the Notes held by such Initial Purchaser, a like principal amount of debt securities of the Company that are identical in all material respects to the Exchange Notes except for the existence of restrictions on transfer thereof under the Securities Act and securities laws of the several states of the United States and that are issued pursuant to the same indenture as the Exchange Notes (the "Private Exchange Notes"). The Company shall cause the CUSIP Bureau to issue the same CUSIP number for the Private Exchange Notes as for the Exchange Notes. Interest on the Private Exchange Notes will accrue from the last Interest Payment Date on which interest was paid on the Notes surrendered in exchange therefor or, if no interest has been paid on the Notes, from the Issue Date.

In connection with the Exchange Offer, the Company shall:

(1) mail to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(2) utilize the services of a depositary for the Exchange Offer with an address in the Borough of Manhattan, The City of New York, which may be the Trustee or an affiliate thereof; and

(3) permit Holders to withdraw tendered Notes at any time prior to the close of business, New York time, on the last Business Day on which the Exchange Offer shall remain open.

As soon as practicable after the close of the Exchange Offer or the Private Exchange, as the case may be, the Company shall:

(1) accept for exchange all Notes validly tendered and not validly withdrawn pursuant to the Exchange Offer or the Private Exchange;

(2) deliver to the Trustee for cancellation all Notes so accepted for exchange; and

(3) cause the Trustee to authenticate and deliver promptly to each Holder tendering such Notes, Exchange Notes or Private Exchange Notes, as the case may be, equal in principal amount to the Notes of such Holder so accepted for exchange.

The Exchange Notes and the Private Exchange Notes may be issued under (i) the Indenture or (ii) an indenture identical in all material respects to the Indenture, which in either event will provide that the Exchange Notes will not be subject to the transfer restrictions set forth in the Indenture and that the Exchange Notes, the Private Exchange Notes and the Notes, if any, will vote and consent together on all matters as one class and that none of the Exchange Notes, the Private Exchange Notes or the Notes, if any, will have the right to vote or consent as a separate class on any matter.

3. Shelf Registration Statement

(a) In the event that (i) changes in law or in currently applicable interpretations of the Staff of the SEC do not permit the Company to effect such an Exchange Offer, (ii) the Exchange Offer Registration Statement is not declared effective within 210 calendar days of the Issue Date, (iii) any Holder notifies the Company on or by the 20th Business Day following consummation of the Exchange Offer that (a) it is prohibited by law or SEC policy from participating in the Exchange Offer, (b) it may not resell the Exchange Notes acquired by it in the Exchange Offer to the public without delivering a prospectus and the Prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales or (c) it is a broker-dealer and owns Notes acquired directly from the Company or an affiliate of the Company (each such event referred to in clauses (i), (ii) and (iii), a "Shelf Filing Event"), the Company will, at its cost, (a) use its reasonable best efforts to file with the SEC a shelf registration statement (the "Shelf Registration Statement") covering resales of the Notes, on or prior to the later of (x) 30 days after the Shelf Filing Event or (y) 120 days after the Issue Date, (b) use its reasonable best efforts to cause the Shelf Registration

Statement to be declared effective by the SEC on or prior to the 90th day after such obligation arises and (c) use its reasonable best efforts to keep continuously effective the Shelf Registration Statement until two years after the Issue Date or such shorter period that will terminate when all the Notes covered by such Shelf Registration Statement have been sold pursuant thereto (the "Effectiveness Period"). The Company will, in the event the Shelf Registration Statement is filed, provide to each Holder copies of the Prospectus which is a part of the Shelf Registration Statement, notify each such Holder when the Shelf Registration Statement for the Notes has become effective and take such other actions as are reasonably required to permit unrestricted resales of the Notes. Holders will be required to deliver information to be used in connection with the Shelf Registration Statement in order to have their Transfer Restricted Notes included in the Shelf Registration Statement. The Shelf Registration Statement shall be on Form S-1 or another appropriate form permitting registration of such Transfer Restricted Notes for resale by Holders in the manner or manners designated by them and set forth in such Shelf Registration Statement (including, without limitation, one or more underwritten offerings). The Company shall not permit and shall not be required to permit any securities other than the Transfer Restricted Notes to be included in any Shelf Registration Statement.

(b) Supplements and Amendments. The Company shall promptly supplement and amend any Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used for such Shelf Registration Statement, if required by the Securities Act or if reasonably requested by the Holders of a majority in aggregate principal amount of the Notes covered by such Shelf Registration Statement or by any underwriter of such

Notes, in each case, with the Company's consent, which consent shall not be unreasonably withheld or delayed.

4. Liquidated Damages

(a) The Company and the Initial Purchasers agree that the Holders of Transfer Restricted Notes will suffer damages if the Company fails to fulfill its obligations under Section 2 or Section 3 hereof, as applicable, and that it would not be feasible to ascertain the extent of such damages. Accordingly, in the event that (i) neither the Exchange Offer Registration Statement nor Shelf Registration Statement is filed with the SEC on or prior to the date specified herein for such filing, (ii) neither the Exchange Offer Registration Statement nor a Shelf Registration Statement is declared effective on or prior to the date specified for such effectiveness, (iii) the Exchange Offer is not consummated within 30 days of the Exchange Offer Registration Statement being declared effective or (iv) the SEC shall have issued a stop order suspending the effectiveness of the Exchange Offer Registration Statement or any Shelf Registration Statement with respect to the Notes at a time when such Exchange Offer Registration Statement or Shelf Registration Statement, as the case may be, is required to be kept effective by the Company (each such event described in clauses (i) through (iv) above, a "Registration Default"), then the Company agrees to pay, or cause to be paid, as liquidated damages and not as a penalty to each Holder of Transfer Restricted Notes affected by such Registration Default, additional interest ("Liquidated Damages"). During the time that Liquidated Damages are accruing continuously, the rate of such Liquidated Damages shall be .50% per annum during the first 90-day period and shall increase by .50% per annum for each subsequent 90-day period, but in no event shall such rate exceed 1.50% per annum in the aggregate regardless of the number of Registration Defaults. If, after the cure of all Registration Defaults then in effect, there is a subsequent Registration Default, the rate of Liquidated Damages for such subsequent Registration Default shall initially be .50% regardless of the Liquidated Damages rate in effect with respect to any prior Registration Default at the time of the cure of such Registration Default.

(b) The Company shall notify the Trustee under the Indenture immediately upon the happening of an event in respect of which Liquidated Damages are required to be paid (an "Event Date"). The Company shall pay the Liquidated Damages due on the Transfer Restricted Notes by depositing with the Trustee (which shall not be the Company for these purposes), in trust, for the benefit of the Holders thereof, at least one day prior to the next Interest Payment Date, sums sufficient to pay the Liquidated Damages then due. The Liquidated Damages due shall be payable in cash on each Interest Payment Date. Each obligation to pay Liquidated Damages shall be deemed to accrue from and including the applicable Event Date (but excluding the date on which the applicable Registration Statement is filed or declared effective) to the date the Exchange Offer is consummated, or the applicable Registration Statement is again declared effective or made usable.

5. Registration Procedures

In connection with the filing of any Registration Statement pursuant to Sections 2 or 3 hereof, the Company shall effect such registrations to permit the sale of such securities covered thereby in accordance with the intended method or methods of disposition thereof, and

pursuant thereto and in connection with any Registration Statement filed by the Company hereunder, the Company shall:

(a) Use its reasonable best efforts to prepare and file with or confidentially submit to the SEC a Registration Statement or Registration Statements as prescribed by Section 2 or 3, and use its reasonable best efforts to cause each such Registration Statement to become effective and remain effective as provided herein; provided that, if (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period and has advised the Company that it is a Participating Broker-Dealer, before filing such Registration Statement or any related Prospectus or any amendments or supplements thereto, the Company shall, if requested, furnish to and afford the Holders of the Transfer Restricted Notes to be registered pursuant to such Shelf Registration Statement or each such Participating Broker-Dealer, as the case may be, covered by such Registration Statement and their counsel, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed. The Company shall not file any such Registration Statement or Prospectus or any amendments or supplements thereto if the Holders of a majority in aggregate principal amount of the Transfer Restricted Notes covered by such Registration Statement, including any such Participating Broker-Dealer, shall reasonably object.

(b) Prepare and file with the SEC such amendments and post-effective amendments to each Shelf Registration Statement or Exchange Offer Registration Statement, as the case may be, as may be necessary to keep such Registration Statement continuously effective for the Effectiveness Period or the Applicable Period, as applicable, subject to the right of the Company to allow such effectiveness to lapse for valid business reasons for a period or periods not in excess of 45 days within any 180 consecutive day period; cause the related Prospectus to be supplemented by any Prospectus supplement required by applicable law, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act; and comply with the provisions of the Securities Act and the Exchange Act applicable to it with respect to the disposition of all securities covered by such Registration Statement as so amended or such Prospectus as so supplemented and with respect to the subsequent resale of any securities being sold by a Participating Broker-Dealer covered by any such Prospectus. The Company shall be deemed not to have used its reasonable best efforts to keep a Registration Statement effective during the Effectiveness Period or Applicable Period, as the case may be, if it voluntarily takes any action that would result in selling Holders of the Transfer Restricted Notes covered thereby or Participating Broker-Dealers seeking to sell Exchange Notes not being able to sell such Transfer Restricted Notes or such Exchange Notes during that period unless such action is required by applicable law, rule or regulation or unless the Company complies with this Agreement, including, without limitation, the provisions of paragraph 5(k) hereof and the last paragraph of this Section 5.

(c) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period from whom the Company has received

written notice that it will be a Participating Broker-Dealer, notify the selling Holders of Transfer Restricted Notes, and each such Participating Broker-Dealer and its counsel promptly (but in any event within two Business Days), and if requested by such Holders or Participating Broker Dealers, confirm such notice in writing, (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective (including in such notice a written statement that any Holder may, upon request, obtain, without charge, one conformed copy of such Registration Statement or post-effective amendment including financial statements and schedules, documents incorporated or deemed to be incorporated by reference and exhibits), (ii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose, (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of the Transfer Restricted Notes or the Exchange Notes to be sold by any Participating Broker-Dealer for offer or

sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (iv) of the happening of any event, the existence of any condition or any information becoming known that requires the making of any changes in, or amendments or supplements to, such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (v) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate.

(d) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, use its reasonable best efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of a Prospectus or suspending the qualification (or exemption from qualification) of any of the Transfer Restricted Notes or the Exchange Notes to be sold by any Participating Broker-Dealer, for sale in any jurisdiction, and, if any such order is issued, to use its reasonable best efforts to obtain the withdrawal of any such order at the earliest possible date.

(e) If a Shelf Registration Statement is filed pursuant to Section 3 and if requested by the managing underwriters, if any, or the Holders of a majority in aggregate principal amount of the Transfer Restricted Notes being sold in connection with an underwritten offering, (i) as promptly as practicable incorporate in a prospectus supplement or post-effective amendment such information or revisions to information therein relating to such underwriters or selling Holders as the managing underwriters, if any, or such Holders or their counsel reasonably request to be included or made therein and (ii) make all required filings of such prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such prospectus supplement or post-effective amendment.

(f) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, furnish to each selling Holder of Transfer Restricted Notes and to each such Participating Broker-Dealer who so requests and to counsel and each managing underwriter, if any, without charge, one conformed copy of the Registration Statement or Registration Statements and each post-effective amendment thereto, including financial statements and schedules, and, if requested, all documents incorporated or deemed to be incorporated therein by reference and all exhibits.

(g) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer, deliver to each selling Holder of Transfer Restricted Notes or each such Participating Broker-Dealer, as the case may be, their respective counsel, and the underwriters, if any, without charge, as many copies of the Prospectus or Prospectuses (including each form of preliminary prospectus) and each amendment or supplement thereto and any documents incorporated by reference therein as such Persons may reasonably request; and, subject to the last paragraph of this Section 5, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders of Transfer Restricted Notes and each Participating Broker-Dealer, and the underwriters or agents, if any, and dealers (if any), in connection with the offering and sale of the Transfer Restricted Notes covered by such Prospectus and any amendment or supplement thereto for a period equal to the Effectiveness Period or the Applicable Period, as applicable.

(h) Prior to any public offering of Transfer Restricted Notes, use its reasonable best efforts to register or qualify, and cooperate with the selling Holders of Transfer Restricted Notes and prior to any delivery of a Prospectus contained in the Exchange Offer Registration Statement by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, use its reasonable best efforts to cooperate with each such Participating Broker-Dealer, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Transfer Restricted Notes or Exchange Notes, as the case may be, for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any such selling Holder, Participating Broker-Dealer, or the managing underwriter or underwriters, if any, reasonably request in writing; provided that where Transfer Restricted Notes are offered pursuant to an underwritten offering, counsel to the underwriters shall, at the

cost and expense of the Company, perform the Blue Sky investigations and file registrations and qualifications required to be filed pursuant to this Section 5(h); cooperate with such selling Holders and any such Participating Broker-Dealer to keep each such registration or qualification (or exemption therefrom) effective during the Effectiveness Period or the Applicable Period with respect to such Registration Statement and to do any and all other acts or things reasonably necessary or advisable to enable the disposition in such jurisdictions of the Exchange Notes by such Participating Broker-Dealers or the Transfer Restricted Notes covered by the applicable Registration Statement; provided that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action that would

subject it to general service of process in any such jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(i) If a Shelf Registration Statement is filed pursuant to Section 3, cooperate with the selling Holders of Transfer Restricted Notes and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Notes to be sold, which certificates shall not bear any restrictive legends and shall be in a form eligible for deposit with The Depository Trust Company; and enable such Transfer Restricted Notes to be in such denominations and registered in such names as the managing underwriter or underwriters, if any, or Holders, by the second day prior to the delivery of the Transfer Restricted Notes or Exchange Notes to be sold may reasonably request in writing.

(j) Use its reasonable best efforts to cause the Transfer Restricted Notes covered by the Registration Statement to be registered with or approved by such governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriters, if any, to consummate the disposition of such Transfer Restricted Notes, in which case the Company will cooperate in all respects with the filing of such Registration Statement and the granting of such approvals.

(k) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, upon the occurrence of any event contemplated by paragraph 5(c)(iv) or 5(c)(v) hereof, as promptly as practicable prepare and (subject to Section 5(a) hereof) file with the SEC, at the Company's sole expense, a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Transfer Restricted Notes being sold thereunder or to the purchasers of the Exchange Notes to whom such Prospectus will be delivered by a Participating Broker-Dealer, any such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) Use its reasonable best efforts to cause the Transfer Restricted Notes covered by a Registration Statement to be rated with no more than three appropriate rating agencies, if so requested by the Holders of a majority in aggregate principal amount of Transfer Restricted Notes covered by such Registration Statement or the managing underwriter or underwriters, if any.

(m) Prior to the effective date of the first Registration Statement relating to the Transfer Restricted Notes, (i) provide the Trustee with printed certificates for the Transfer Restricted Notes in a form eligible for deposit with The Depository Trust Company and (ii) provide a CUSIP number for the Exchange Notes and the Private Exchange Notes, if applicable.

(n) In connection with an underwritten offering of Transfer Restricted Notes pursuant to a Shelf Registration Statement, enter into an underwriting agreement as is customary in underwritten offerings of debt securities similar to the Notes and take all such other actions as are reasonably requested by the managing underwriter or underwriters in order to expedite or facilitate the registration or the disposition of such Transfer Restricted Notes pursuant to the Shelf Registration Statement and, in such connection, (i) make such representations and warranties to the underwriters, with respect to the business of the Company and its subsidiaries and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, as are customarily made by issuers to underwriters in underwritten offerings of debt securities similar to the Notes, and confirm the same in writing if and when requested; (ii) obtain the opinion or opinions of counsel to the Company and updates thereof in form and substance reasonably satisfactory to the managing underwriter or underwriters, addressed to the

underwriters covering the matters customarily covered in opinions requested in underwritten offerings of debt securities similar to the Notes and such other matters as may be reasonably requested by underwriters; (iii) to the extent permitted by Statement of Auditing Standards No. 72, obtain "cold comfort" letters and updates thereof in form and substance reasonably satisfactory to the managing underwriter or underwriters from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings of debt securities similar to the Notes and such other matters as reasonably requested by the managing underwriter or underwriters; and (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable than those set forth in Section 7 hereof (or such other provisions and procedures acceptable to Holders of a majority in aggregate principal amount of Transfer Restricted Notes covered by such Registration Statement, the managing underwriter or underwriters or agents and the Company) with respect to all parties to be indemnified pursuant to said Section. The above shall be done at and dated as of the date of each closing under such underwriting agreement, or to such lesser extent required thereunder.

(o) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, make available for inspection by any selling Holder of such Transfer Restricted Notes being sold, and each Participating Broker-Dealer, any underwriter participating in any such disposition of Transfer Restricted Notes, if any, not more than one attorney, accountant or other agent retained by all selling Holders, and any attorney, accountant or other agent retained by each Participating Broker-Dealer, as the case may be (collectively, the "Inspectors"), at the offices where normally kept, during reasonable business hours, all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries (collectively, the "Records") as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the officers, directors and employees of the Company and its subsidiaries to supply all information reasonably requested by any such Inspector in connection with such Registration Statement. Records which the Company determines, in good faith, to be

confidential and any Records which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors without the Company's prior consent unless (i) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (ii) the information in such Records has been made generally available to the public other than as a result of a disclosure or failure to safeguard by such Inspector or (iii) disclosure of such information is, in the opinion of counsel for any Inspector, necessary in connection with any action, claim, suit or proceeding, directly or indirectly, involving or potentially involving such Inspector and arising out of, based upon, related to, or involving this Agreement, or any transactions contemplated hereby or arising hereunder. Each selling Holder of such Transfer Restricted Notes and each Participating Broker-Dealer will be required to agree that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it as the basis for any market transactions in the securities of the Company unless and until such is made generally available to the public. Each Inspector, each selling Holder of such Transfer Restricted Notes and each Participating Broker-Dealer will be required to further agree that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction pursuant to clauses (i) or (iii) of the previous sentence or otherwise, give notice to the Company and allow the Company to undertake appropriate action to obtain a protective order or otherwise prevent disclosure of the Records deemed confidential at its expense.

(p) Provide an indenture trustee for the Transfer Restricted Notes or the Exchange Notes, as the case may be, and cause the Indenture or the trust indenture provided for in Section 2, as the case may be, to be qualified under the TIA not later than the effective date of the Exchange Offer or the first Registration Statement relating to the Transfer Restricted Notes; and in connection therewith, cooperate with the trustee under any such indenture and the Holders of the Transfer Restricted Notes, to effect such changes to such indenture as may be required for such indenture to be so qualified in accordance with the terms of the TIA; and execute, and use its reasonable best efforts to cause such trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the SEC to enable such indenture to be so qualified in a timely manner.

(q) Upon consummation of the Exchange Offer or a Private Exchange, obtain one or more opinions of counsel to the Company, in a form customary for

underwritten transactions, addressed to the Trustee for the benefit of all Holders of Notes participating in the Exchange Offer or the Private Exchange, as the case may be, that the Exchange Notes or the Private Exchange Notes, as the case may be, and the related indenture constitute legally valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

(r) If the Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Notes by Holders to the Company (or to such other Person as directed by the Company) in exchange for the Exchange Notes or the Private Exchange Notes, as the case may be, the Company shall mark, or cause to be marked, on such Notes that such Transfer Restricted Notes are being cancelled in exchange for the Exchange Notes or the Private Exchange Notes, as the case may be; in no event shall such Notes be marked as paid or otherwise satisfied solely as a result of their being exchanged for Exchange Notes or Private Exchange Notes.

(s) Cooperate with each seller of Transfer Restricted Notes covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Transfer Restricted Notes and their respective counsel in connection with any filings required to be made with the NASD.

Each Holder of Notes who wishes to exchange such Notes for Exchange Notes in the Exchange Offer will be required to represent, among other things, that (i) any Exchange Notes to be received by it will be acquired in the ordinary course of its business, (ii) at the time of the commencement of the Exchange Offer it has no arrangement with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes and (iii) it is not an "affiliate," as defined in Rule 405 of the Securities Act, of the Company, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If the Holder is not a Participating Broker-Dealer, it will be required to represent that it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes. If the Holder is a Participating Broker-Dealer that will receive Exchange Notes for its own account in exchange for Notes that were acquired as a result of market-making activities or other trading activities, it will be required to acknowledge that it will deliver a Prospectus in connection with any resale of such Exchange Notes.

The Company may require each seller of Transfer Restricted Notes as to which any Registration is being effected to make certain representations and to furnish to the Company such information regarding such seller and the distribution of such Transfer Restricted Notes as the Company may, from time to time, reasonably request. The Company may exclude from such Registration the Transfer Restricted Notes of any seller who fails to furnish such information within a reasonable time after receiving such request. Each Holder of Transfer Restricted Notes as to which any Shelf Registration Statement is effected is hereby deemed to agree to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such seller not materially misleading.

Each Holder of Transfer Restricted Notes and each Participating Broker-Dealer agrees by acquisition of such Transfer Restricted Notes or Exchange Notes to be sold by such Participating Broker-Dealer, as the case may be, that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5(c)(ii), 5(c)(iii), 5(c)(iv) or 5(c)(v) it will forthwith discontinue disposition of such Transfer Restricted Notes covered by such Registration Statement or Prospectus or Exchange Notes to be sold by such Holder or Participating Broker-Dealer, as the case may be, and, in each case, dissemination of such Prospectus until such Holder's or Participating Broker-Dealer's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 5(k), or until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus may be resumed, and has received copies of any amendments or supplements thereto.

6. Registration Expenses

All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not the Exchange Offer

or a Shelf Registration Statement is filed or becomes effective, including, without limitation, (i) all registration and filing fees (including, without limitation, (A) fees with respect to filings required to be made with the NASD in connection with an underwritten offering and (B) fees and expenses of compliance with state securities or Blue Sky laws (including, without limitation, reasonable fees and disbursements of one counsel chosen by the

Holders of a majority in aggregate principal amount of the Transfer Restricted Notes in connection with Blue Sky qualifications of the Transfer Restricted Notes or Exchange Notes and determination of the eligibility of the Transfer Restricted Notes or Exchange Notes for investment under the laws of such jurisdictions (x) where the holders of Transfer Restricted Notes are located, in the case of the Exchange Notes, or (y) as provided in Section 5(h) hereof, in the case of Transfer Restricted Notes or Exchange Notes to be sold by a Participating Broker-Dealer during the Applicable Period)), (ii) printing expenses, including, without limitation, expenses of printing certificates for Transfer Restricted Notes or Exchange Notes in a form eligible for deposit with The Depository Trust Company and of printing prospectuses if the printing of prospectuses is requested by the managing underwriter or underwriters, if any, or by the Holders of a majority in aggregate principal amount of the Transfer Restricted Notes included in any Registration Statement or by any Participating Broker-Dealer, as the case may be, (iii) messenger, telephone and delivery expenses incurred in connection with the Exchange Offer Registration Statement and any Shelf Registration Statement, (iv) fees and disbursements of counsel for the Company and fees and disbursements of one special counsel for the Initial Purchasers and the sellers of Transfer Restricted Notes, (v) fees and disbursements of all independent certified public accountants referred to in Section 5(n)(iii) (including, without limitation, the expenses of any special audit and "cold comfort" letters required by or incident to such performance), (vi) rating agency fees, (vii) Securities Act liability insurance, if the Company desires such insurance, (viii) fees and expenses of all other Persons retained by the Company, (ix) the expense of any annual or special audit, (x) the fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange, (xi) the fees and disbursements of underwriters, if any, but only to the extent customarily paid by issuers or sellers of securities and excluding any underwriting discounts or commissions or transfer taxes, if any, attributable to the sale of the Transfer Restricted Notes and fees and disbursements of counsel, and (xii) the expenses relating to printing, word processing and distributing all Registration Statements, underwriting agreements, securities sales agreements, indentures and any other documents necessary in order to comply with this Agreement.

7. Indemnification

(a) The Company agrees to indemnify and hold harmless each Holder of Transfer Restricted Notes to be included in any Registration Statement and each Participating Broker-Dealer, the officers and directors of each such Person, and each Person, if any, who controls any such Person within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (each, a "Participant"), from and against any and all losses, claims, damages and liabilities (including, without limitation, the reasonable legal fees and other reasonable expenses actually incurred in connection with any suit, action or proceeding or any claim asserted) caused by, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or caused by, arising out of or based upon any omission or alleged omission to state therein a

material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with information relating to any Participant furnished to the Company in writing by or on behalf of such Participant expressly for use therein; provided, however, that the Company shall not be liable if such untrue statement or omission or alleged untrue statement or omission was contained or made in any preliminary prospectus and corrected in the Prospectus or any amendment or supplement thereto and the Prospectus does not contain any other untrue statement or omission or alleged untrue statement or omission of a material fact that was the subject matter of the related proceeding and any such loss, liability, claim, damage or expense suffered or incurred by the Participants resulted from any action, claim or suit by any Person who purchased Transfer Restricted Notes or Exchange Notes which are the subject thereof from such Participant and it is established in the related proceeding that such Participant failed to deliver or provide a copy of the Prospectus (as amended or supplemented) to such Person with or prior to the confirmation of the sale of such Transfer Restricted Notes or Exchange Notes sold to such Person unless such failure to deliver or provide a copy of the Prospectus (as amended or supplemented) was a result of noncompliance by the Company with Section 5(g) of this Agreement.

(b) Each Participant will be required to agree, severally and not jointly, to indemnify and hold harmless the Company, its directors and officers and each Person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to each Participant, but only with reference to information relating to such Participant furnished to the Company in writing by or on behalf of such Participant expressly for use in any

Registration Statement or Prospectus, any amendment or supplement thereto, or any preliminary prospectus. The liability of any Participant under this paragraph shall in no event exceed the proceeds received by such Participant from sales of Transfer Restricted Notes or Exchange Notes giving rise to such obligations.

(c) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such Person (the "Indemnified Person") shall promptly
notify the Person against whom such indemnity may be sought (the "Indemnifying Person") in writing, and the Indemnifying Person, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others the Indemnifying Person may reasonably designate in such proceeding and shall pay the reasonable fees and expenses actually incurred by such counsel related to such proceeding; provided, however, that the failure to so notify the Indemnifying Person shall not relieve it of any obligation or liability which it may have hereunder or otherwise. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed in writing to the contrary, (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person or (iii) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same

counsel would be inappropriate due to actual or potential conflicting interests between them. It is understood that, unless there is a conflict among Indemnified Persons, the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such reasonable fees and expenses shall be reimbursed as they are incurred. Any such separate firm for the Participants and such control Persons of Participants shall be designated in writing by Participants who sold a majority in interest of Transfer Restricted Notes sold by all such Participants and any such separate firm for the Company, its directors, officers and control Persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent (which consent shall not be unreasonably withheld), but if settled with such consent or if there is a final non-appealable judgment for the plaintiff, the Indemnifying Person agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Person shall, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement (A) includes an unconditional release of such Indemnified Person, in form and substance satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (B) does not include any statement as to an admission of fault, culpability or failure to act by or on behalf of an Indemnified Person.

(d) If the indemnification provided for in the preceding paragraphs of this Section 7 is unavailable to, or insufficient to hold harmless, an Indemnified Person in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraphs, in lieu of indemnifying such Indemnified Person thereunder and in order to provide for just and equitable contribution, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Person or Persons on the one hand and the Indemnified Person or Persons on the other in connection with the statements or omissions (or alleged statements or omissions) that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Person on the one hand or by the Indemnified Person, as the case may be, on the other, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission and any other equitable considerations appropriate under the circumstances.

(e) The parties agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Participants were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable

considerations referred to in the immediately preceding paragraph. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any reasonable legal or other expenses actually incurred by

such Indemnified Person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall a Participant be required to contribute any amount in excess of the amount by which proceeds received by such Participant from sales of Transfer Restricted Notes or Exchange Notes, as the case may be, exceeds the amount of any damages that such Participant has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(f) The indemnity and contribution agreements contained in this Section 7 will be in addition to any liability which the Indemnifying Persons may otherwise have to the Indemnified Persons referred to above.

8. Rules 144 and 144A

The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder in a timely manner and, if at any time it is not required to file such reports, it will, upon the request of any Holder of Transfer Restricted Notes, make available other information so long as necessary to permit sales pursuant to Rule 144 and Rule 144A under the Securities Act.

9. Underwritten Registrations

If any of the Transfer Restricted Notes covered by any Shelf Registration Statement are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will manage the offering will be selected by the Company. The Holders shall be responsible for all underwriting commissions and discounts.

No Holder of Transfer Restricted Notes may participate in any underwritten registration hereunder unless such Holder (a) agrees to sell such Holder's Transfer Restricted Notes on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

10. Miscellaneous

(a) Remedies. In the event of a breach by the Company of any of its obligations under this Agreement, each Holder of Transfer Restricted Notes and each Participating Broker-Dealer holding Exchange Notes, in addition to being entitled to exercise all rights provided herein, in the Indenture or, in the case of an Initial Purchaser, in the Purchase Agreement, or granted by law, including recovery of damages (which damages with respect to a breach by the Company of its obligations under Sections 2 and 3 hereof shall be the payment of Liquidated Damages pursuant to Section 4 hereof), will be entitled to specific performance of its rights under this Agreement. The Company agrees that, except for such Liquidated Damages, monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the

event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) No Inconsistent Agreements. The Company has not entered, as of the date hereof, and shall not enter, after the date of this Agreement, into any agreement with respect to any of its securities that is inconsistent with the rights granted to the Holders of Transfer Restricted Notes in this Agreement or otherwise conflicts with the provisions hereof. The Company has not entered and will not enter into any agreement with respect to any of its securities which will grant to any Person piggy-back rights with respect to a Registration Statement.

(c) Adjustments Affecting Transfer Restricted Notes. The Company

shall not, directly or indirectly, take any action with respect to the Transfer Restricted Notes as a class that would adversely affect the ability of the Holders of Transfer Restricted Notes to include such Transfer Restricted Notes in a registration undertaken pursuant to this Agreement.

(d) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, otherwise than with the prior written consent of (A) the Holders of not less than a majority in aggregate principal amount of the then outstanding Transfer Restricted Notes and (B) in circumstances that would adversely affect Participating Broker-Dealers, the Participating Broker-Dealers holding not less than a majority in aggregate principal amount of the Exchange Notes then held by all Participating Broker-Dealers; provided, however, that Section 7 and this Section 10(d) may not be amended, modified or supplemented without the prior written consent of each Holder and each Participating Broker-Dealer. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Transfer Restricted Notes whose securities are being tendered pursuant to the Exchange Offer or sold pursuant to a Registration Statement and that does not directly or indirectly affect, impair, limit or compromise the rights of other Holders of Transfer Restricted Notes may be given by Holders of at least a majority in aggregate principal amount of the Transfer Restricted Notes being tendered or being sold by such Holders pursuant to such Registration Statement.

(e) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, next-day air courier or telecopier:

(i) if to a Holder of Transfer Restricted Notes or any Participating Broker-Dealer, at the most current address of such Holder or Participating Broker-Dealer, as the case may be, set forth on the records of the registrar under the Indenture:

(ii) if to the Company, at the address as follows:

Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Facsimile: (650) 298-0420
Attention: Chief Executive Officer

with a copy to:

Gunderson Dettmer
155 Constitution Drive
Menlo Park, CA 94025
Facsimile: (650) 321-2800
Attention: Scott C. Dettmer

(iii) if to the Initial Purchasers, as provided in the Purchase Agreement.

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; one Business Day after being timely delivered to a next-day air courier guaranteeing overnight delivery; and when delivery is confirmed by the sender's telecopier machine, if telecopied.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee under the Indenture at the address specified in such Indenture.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto and the Holders; provided, however, that this Agreement shall not inure to the benefit of or be binding upon a successor or assign of a Holder unless and to the extent such successor or assign holds Transfer Restricted Notes.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(j) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(k) Notes Held by the Company or Its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Transfer Restricted Notes is required hereunder, Transfer Restricted Notes held by the Company or its affiliates (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(l) Third Party Beneficiaries. Holders of Transfer Restricted Notes and Participating Broker-Dealers are intended third party beneficiaries of this Agreement and this Agreement may be enforced by such Persons.

(m) Entire Agreement. This Agreement, together with the Purchase Agreement and the Indenture, is intended by the parties as a final and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein and any and all prior oral or written agreements, representations, or warranties, contracts, understandings, correspondence, conversations and memoranda between the Initial Purchasers on the one hand and the Company on the other, or between or among any agents, representatives, parents, subsidiaries, affiliates, predecessors in interest or successors in interest with respect to the subject matter hereof and thereof are merged herein and replaced hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EQUINIX, INC.

By: /s/ Jay S. Adelson

Name: Jay S. Adelson
Title: Secretary

SALOMON SMITH BARNEY INC.
MORGAN STANLEY & CO. INCORPORATED
GOLDMAN, SACHS & CO.

By: Salomon Smith Barney Inc.

By: /s/ W. Mark Barber

Name: W. Mark Barber
Title: Vice President

EXHIBIT 10.5

INDEMNIFICATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of _____ between Equinix, Inc., a Delaware corporation ("the Company"), and _____ ("Indemnitee").

WITNESSETH THAT:

WHEREAS, Indemnitee performs a valuable service for the Company; and

WHEREAS, the Board of Directors of the Company has adopted Bylaws (the "Bylaws") providing for the indemnification of the officers and directors of the Company to the maximum extent authorized by Section 145 of the Delaware General Corporation Law, as amended ("Law"); and

WHEREAS, the Bylaws and the Law, by their nonexclusive nature, permit contracts between the Company and the officers or directors of the Company with respect to indemnification of such officers or directors; and

WHEREAS, in accordance with the authorization as provided by the Law, the Company may purchase and maintain a policy or policies of directors' and officers' liability insurance ("D & O Insurance"), covering certain liabilities which may be incurred by its officers or directors in the performance of their obligations to the Company; and

WHEREAS, in recognition of past services and in order to induce Indemnitee to continue to serve as an officer or director of the Company, the Company has determined and agreed to enter into this contract with Indemnitee;

NOW, THEREFORE, in consideration of Indemnitee's service as an officer or director after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the full extent authorized or permitted by the provisions of the Law, as such may be amended from time to time, and Article VII, Section 6 of the Bylaws, as such may be amended. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his Corporate Status (as hereinafter defined), he is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the

Company and, with respect to any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the

merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful under Delaware law.

3. Contribution in the Event of Joint Liability.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such

payment and Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. Company shall not enter into any settlement of any action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), Company shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which the law may require to be considered. The relative fault of Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary, and the degree to which their conduct is active or passive.

(c) Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company other than Indemnitee who may be jointly liable with Indemnitee.

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of

this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within ten (10) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that

Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. Notwithstanding the foregoing, the obligation of the Company to advance Expenses pursuant to this Section 5 shall be subject to the condition that, if, when and to the extent that the Company determines that Indemnitee would not be permitted to be indemnified under applicable law, the Company shall be entitled to be reimbursed, within thirty (30) days of such determination, by Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid; provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Company that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any advance of Expenses until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed).

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the law and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification (including, but not limited to, the advancement of Expenses and contribution by the Company) under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following three methods, which shall be at the election of Indemnitee: (1) by a majority vote of the disinterested directors, even though less than a quorum, or (2) by independent legal counsel in a written opinion, or (3) by the stockholders.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board of Directors). Indemnitee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the

objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The

Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 6(a) of this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within thirty (30) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 30 day period may be

extended for a reasonable time, not to exceed an additional fifteen (15) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(g) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board of Directors or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board of Directors, or stockholder of the Company shall act reasonably and in good faith in making a determination under the Agreement of the Indemnitee's entitlement to indemnification. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of

proof and the burden of persuasion, by clear and convincing evidence.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 6(b) of this Agreement within 90 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to

an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of his entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company the Company shall pay on his behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

8. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the certificate of incorporation of the Company, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Law, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy

given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership,

joint venture, trust, employee benefit plan or other enterprise which such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

9. Exception to Right of Indemnification. Notwithstanding any other provision of this Agreement, Indemnitee shall not be entitled to indemnification under this Agreement with respect to any Proceeding brought by Indemnitee, or any claim therein, unless (a) the bringing of such Proceeding or making of such claim shall have been approved by the Board of Directors of the Company or (b) such Proceeding is being brought by the Indemnitee to assert, interpret or enforce his rights under this Agreement.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as an officer or director of the Company or any other Enterprise at the Company's request.

11. Security. To the extent requested by the Indemnitee and approved by the Board of Directors of the Company, the Company may at any time and from time to time provide

security to the Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to the Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

13. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person who is or was a director, officer, employee or agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the express written request of the Company.

(b) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "Enterprise" shall mean the Company and any other

corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding.

(e) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in

representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "Proceeding" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was a director of the Company, by reason of any action taken by him or of any inaction on his part while acting as an officer or director of the Company, or by reason of the fact that he is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other Enterprise; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement; and excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his rights under this Agreement.

14. Severability. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices, requests, demands and other communications

hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, to the address set forth below Indemnitee signature hereto.

(b) If to the Company, to:

Equinix, Inc.
901 Marshall Street
Redwood City, CA 94063
Attention: President

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without application of the conflict of laws principles thereof.

21. Gender. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.

COMPANY

By:_____
Name: Albert M. Avery IV
Title: Chief Executive Officer

_____
Name: _____

Address:

_____
_____
_____
_____

EXHIBIT 10.6

EQUINIX, INC.

AMENDED AND RESTATED
INVESTORS' RIGHTS AGREEMENT

August 26, 1999

TABLE OF CONTENTS

<TABLE>
<CAPTION>

</TABLE>

AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

THIS AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT is made as of the 26/th/ day of August, 1999, by and among Equinix, Inc., a Delaware corporation (the "Company"), Albert M. Avery, IV and Jay Adelson (the "Common Holders") and the investors listed on Schedule A hereto, each of which is herein referred to as an "Investor."

RECITALS

WHEREAS, certain of the Investors and the Common Holders possess registration rights and certain of the Investors possess other investor rights granted pursuant to that certain Investors' Rights Agreement, dated September 10, 1998, among the Company and the persons listed on the Schedule of Investors attached thereto (the "Prior Agreement");

WHEREAS, certain of the Investors (the "Series B Investors") are parties to the Series B Preferred Stock Purchase Agreement of even date herewith (the "Series B Agreement") among the Company and the investors listed on the Schedule of Investors attached thereto, pursuant to which the Series B Investors are purchasing shares of Series B Preferred Stock of the Company;

WHEREAS, in order to induce the Company and the Common Holders to approve the issuance of the Series B Preferred Stock and to induce the Investors

to invest funds in the Company pursuant to the Series B Agreement, the Prior Investors and the Common Holders hereby agree to waive their rights under the Prior Agreement, and the Investors, the Common Holders and the Company hereby agree that this Agreement shall govern the rights of the Investors and the Common Holders to cause the Company to register shares of Common Stock issued or issuable to them and certain other matters as set forth herein; and

WHEREAS, the Series B Investors and the Company have agreed to enter into this Agreement;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Registration Rights. The Company covenants and agrees as follows:

1.1 Definitions. For purposes of this Section 1:

(a) The term "Act" means the Securities Act of 1933, as amended.

(b) The term "Holder" means any person owning or having the right to acquire Registrable Securities or any assignee thereof in accordance with Section 1.11 hereof; provided, however, that the Common Holders shall not be deemed to be Holders for purposes of Section 1.2.

(c) The term "Initial Offering" means the Company's first firm commitment underwritten public offering of its Common Stock under the Act.

(d) The term "1934 Act" means the Securities Exchange Act of 1934, as amended.

(e) The term "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement or document.

(f) The term "Registrable Securities" means (i) the Common Stock issuable or issued upon conversion of the Series A Preferred Stock and Series B Preferred Stock, (ii) the 225,430 shares of Common Stock issuable upon exercise of a proposed warrant in favor of Northpoint Communications, Inc., (iii) the four million forty thousand (4,040,000) shares of Common Stock issued to the Common Holders; provided, however, that such shares of Common Stock held by the Common Holders shall not be deemed Registrable Securities for the purposes of Section 1.2 and (iv) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the shares referenced in (i), (ii) and (iii) above, excluding in all cases, however, any Registrable Securities sold by a person in a transaction in which his rights under this Section 1 are not assigned.

(g) The number of shares of "Registrable Securities" outstanding shall be determined by the number of shares of Common Stock outstanding that are, and the number of shares of Common Stock issuable pursuant to then exercisable or convertible securities that are, Registrable Securities.

(h) The term "SEC" shall mean the Securities and Exchange Commission.

(i) The term "Form S-3" means such form under the Act as in effect on the date hereof or any registration form under the Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.2 Request for Registration.

(a) Subject to the conditions of this Section 1.2, if the Company shall receive at any time after six months after the Company's Initial Offering a written request from the Holders of at least thirty (30%) of the Registrable Securities then outstanding (the "Initiating Holders") that the Company file a registration statement under the Act covering the registration of Registrable Securities with an anticipated aggregate offering price of at least twelve million, five hundred thousand dollars ($12,500,000), then the Company shall, within twenty (20) days of the receipt thereof, give written notice of such request to all Holders, and subject to the limitations of this Section 1.2, use its most diligent efforts to effect the registration under the Act of all Registrable Securities (including, without limitation, appropriate qualification under applicable blue sky or other state securities laws) that the Holders request to be registered in a written request received by the Company within twenty (20) days of the mailing of the Company's notice pursuant to this Section 1.2(a).

(b) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 1.2 and the Company shall include such information in the written notice referred to in Section 1.2(a). In such event the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company (which underwriter or underwriters shall be reasonably acceptable to a majority in interest of the Initiating Holders). Notwithstanding any other provision of this Section 1.2, if the underwriter advises the Company in writing that marketing factors require a limitation of the number of securities underwritten (including Registrable Securities), then the Company, in writing, shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such Registrable Securities on a pro rata basis based on the number of Registrable Securities held by all such Holders (including the Initiating Holders). Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) The Company shall not be required to effect a registration pursuant to this Section 1.2:

(i) in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, unless the Company is already subject to service in such jurisdiction and except as may be required under the Act; or

(ii) after the Company has effected two (2) registrations pursuant to this Section 1.2, and such registrations have been declared or ordered effective; or

(iii) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred twenty (120) days following the effective date of, a Company-initiated registration subject to Section 1.3 below, provided that the Company is actively employing in good faith all reasonable efforts to cause such registration statement to become effective; or

(iv) if the Company shall furnish to Holders requesting a registration statement pursuant to this Section 1.2, a certificate signed by the Company's Chief Executive Officer or Chairman of the Board stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its stockholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than one hundred eighty (180) days after receipt of the request of the Initiating Holders, provided that such right to delay a request shall be exercised by the Company not more than once in any twelve (12)-month period.

1.3 Company Registration.

(a) If (but without any obligation to do so) the Company proposes to register (including for this purpose a registration effected by the Company for stockholders other than the Holders) any of its stock or other securities under the Act in connection with the public offering of such securities (other than a registration relating solely to the sale of securities to participants in a Company stock plan, a registration relating to a corporate reorganization or other transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered), the Company shall, at such time, promptly give each Holder written notice of such registration. Upon the written request of each Holder given within twenty (20) days after mailing of such notice by the Company in accordance with Section 3.5, the Company shall, subject to the provisions of Section 1.3(c), use all reasonable best efforts to cause to be registered under the Act all of the Registrable Securities that each such Holder has requested to be registered.

(b) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 1.3 prior to the effectiveness of such registration whether or not any

Holder has elected to include securities in such registration. The expenses of such withdrawn registration shall be borne by the Company in accordance with Section 1.6 hereof.

(c) Underwriting Requirements. In connection with any offering involving an underwriting of shares of the Company's capital stock, the Company shall not be required under this Section 1.3 to include any of the Holders' securities in such underwriting unless they accept the terms of the underwriting as agreed upon between the Company and the underwriters selected by it (or by other persons entitled to select the underwriters) and enter into an underwriting agreement in customary form with an underwriter or underwriters selected by the Company, and then only in such quantity as the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company. If the total amount of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the amount of securities sold other than by the Company that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, that the underwriters determine in their sole discretion will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling Holders according to the total amount of securities entitled to be included therein owned by each selling Holder or in such other proportions as shall mutually be agreed to by such selling Holders), but in no event shall (i) the amount of securities of the selling Holders included in the offering be reduced below thirty percent (30%) of the total amount of securities included in such offering, unless such offering is the initial public offering of the Company's securities, in which case the selling Holders may be excluded if the underwriters make the determination described above and no other shareholder's securities are included. For purposes of the preceding parenthetical concerning apportionment, for any selling stockholder that is a Holder of Registrable Securities and that is a partnership or corporation, the partners, retired

partners and stockholders of such Holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate amount of Registrable Securities owned by all such related entities and individuals.

1.4 Form S-3 Registration. In case the Company shall receive from the Holders of at least twenty percent (20%) of the Registrable Securities a written request or requests that the Company effect a registration on Form S-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, the Company shall:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders; and

(b) use all reasonable best efforts to effect, as soon as practicable, such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company, provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance, pursuant to this section 1.4:

(i) if Form S-3 is not available for such offering by the Holders;

(ii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public (net of any underwriters' discounts or commissions) of less than $1,000,000;

(iii) if the Company shall furnish to the Holders a certificate signed by the Chief Executive Officer or Chairman of the Board of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its shareholders for such Form S-3 Registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than one hundred twenty (120) days after receipt of the request of the Holder or Holders under this Section 1.4; provided, however, that the Company shall not utilize this right more than once in any twelve month period; or

(iv) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

(c) Subject to the foregoing, the Company shall file a registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders.

Registrations effected pursuant to this Section 1.4 shall not be counted as requests for registration effected pursuant to Sections 1.2.

1.5 Obligations of the Company. Whenever required under this Section 1 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and its reasonable best efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of at least one-hundred twenty (120) days or until the distribution contemplated in the Registration Statement has been completed, whichever first occurs; provided, however, that such 120-day period shall be extended for a period of time equal to the period the Holder refrains from selling any securities included in such registration at the request of an underwriter of Common Stock (or other securities) of the Company.

(b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Act with respect to the disposition of all securities covered by such registration statement;

(c) furnish to the Holders such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement;

(f) notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Act or the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and at the request of any such Holder prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that such prospectus shall not include such untrue statement or fail to omit such material fact;

(g) cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed; and

(h) provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

1.6 Information from Holder. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 1 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the

Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the registration of such Holder's Registrable Securities.

1.7 Expenses of Registration. All expenses other than underwriting discounts and commissions incurred in connection with registrations, filings or qualifications pursuant to this Section 1, including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company and the reasonable fees and disbursements of one counsel for the selling Holders shall be borne by the Company. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 1.2 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all participating Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be requested in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one demand registration pursuant to Section 1.2.

1.8 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 1.

1.9 Indemnification. In the event any Registrable Securities are included in a registration statement under this Section 1:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners or officers, directors and stockholders of each Holder, legal counsel and accountants for each Holder, any underwriter (as defined in the Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Act or the 1934 Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Act, the 1934 Act or any state securities laws, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively, a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state

therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Act, the 1934 Act, any state securities laws or any rule or regulation promulgated under the Act, the 1934 Act or any state securities laws; and the Company will reimburse each such Holder, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection 1.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter or controlling person; provided further, however, that the foregoing indemnity agreement with respect to any preliminary prospectus shall not inure to the benefit of any Holder or underwriter, or any person controlling such Holder or underwriter, from whom the person asserting any such losses, claims, damages or liabilities purchased shares in the offering, if a copy of the prospectus (as then amended or supplemented if the Company shall have furnished any amendments or supplements thereto) was not sent or given by or on behalf of such Holder or underwriter to such person, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the shares to such person, and if the prospectus (as so amended or supplemented) would have cured the defect giving rise to such loss, claim, damage or liability.

(b) To the extent permitted by law, each selling Holder will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Act, legal counsel and accountants for the Company, any underwriter, any other Holder selling securities in such registration statement and any controlling person of any such underwriter or other Holder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject, under the Act, the 1934 Act or any state securities laws, insofar as such

losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any person intended to be indemnified pursuant to this subsection 1.9(b), for any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection 1.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld), provided that in no event shall any indemnity under this subsection 1.9(b) exceed the gross proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 1.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.9, deliver to the indemnifying party a written notice of the

commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 1.9, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.9.

(d) If the indemnification provided for in this Section 1.9 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) The obligations of the Company and Holders under this Section 1.9 shall survive the completion of any offering of Registrable Securities in a registration statement under this Section 1, and otherwise.

1.10 Reports Under Securities Exchange Act of 1934. With a view to making available to the Holders the benefits of Rule 144 promulgated under the Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in SEC Rule 144, at all times after ninety (90) days after the effective date of the Initial Offering;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Act and the 1934 Act; and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the Initial Offering), the Act and the 1934 Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to such form.

1.11 Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to this Section 1 may be assigned (but only with all related obligations) by a Holder to a transferee or assignee of such securities that (i) is a subsidiary, parent, member, affiliate, partner, limited partner, retired partner or stockholder of a Holder, (ii) is a Holder's family member or trust for the benefit of an individual Holder, or (iii) after such assignment or transfer, holds at least one million (1,000,000) of the then outstanding Registrable Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations and other recapitalizations), provided: (a) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; (b) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement, including without limitation the provisions of Section 1.12 below; and (c) such assignment shall be effective only if immediately following such transfer the further disposition of such securities by the transferee or assignee is restricted under the Act.

1.12 "Market Stand-Off" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days) (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (whether such shares or any such securities are then owned by the Holder or are thereafter acquired), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, provided that all officers and directors of the Company and all other persons who hold one percent (1%) or more of the then outstanding

Capital Stock of the Company also agree to such restrictions. The underwriters in connection with the Company's initial public offering are intended third party beneficiaries of this Section 1.12 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period.

1.13 Termination of Registration Rights.

(a) No Holder shall be entitled to exercise any right provided for in this Section 1 after three (3) years following the Company's Initial Offering.

(b) In addition, the right of any Holder to request registration or inclusion in any registration pursuant to Section 1.3 shall terminate if and when such Holder's Registrable Securities (and any affiliate of the Holder with whom such Holder must aggregate its sales under Rule 144) can be sold in any three (3)-month period without registration in compliance with Rule 144 of the Act.

1.14 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company that would allow such holder or prospective holder (a) to include such securities in any registration filed under Section 1.3 hereof, unless under

the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the amount of the Registrable Securities of the Holders that are included or (b) to demand registration of their securities.

2. Covenants of the Company.

2.1 Delivery of Financial Statements. Each Holder shall be entitled to receive:

(a) As soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company, an income statement for such fiscal year, a balance sheet of the Company and statement of stockholder's equity as of the end of such year, and a statement of cash flows for such year, such year-end financial reports to be in reasonable detail, prepared in accordance with generally accepted accounting principles ("GAAP"), and audited and certified by independent public accountants of nationally recognized standing selected by the Company;

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, an unaudited profit or loss statement, a statement of cash flows for such fiscal quarter and an unaudited balance sheet as of the end of such fiscal quarter;

(c) within thirty (30) days of the end of each month, an unaudited income statement and a statement of cash flows and balance sheet for and as of the end of such month, including a comparison of the Company's actual results with its budget;

(d) with respect to the financial statements called for in subsections (b) and (c) of this Section 2.1, an instrument executed by the Chief Financial Officer or President of the Company and certifying that such financials were prepared in accordance with GAAP consistently applied with prior practice for earlier periods (with the exception of footnotes that may be required by GAAP) and fairly present the financial condition of the Company and its results of operation for the period specified, subject to year-end audit adjustment;

(e) as soon as practicable, but in any event within thirty (30) days after the end of each fiscal year, a budget for the next fiscal year, including balance sheets and sources and applications of funds statements and, as soon as prepared, any other budgets or revised budgets prepared by the Company; and

(f) such other information relating to the financial condition, business, prospects or corporate affairs of the Company as the Holders may from time to time request, provided, however, that the Company shall not be obligated under this subsection (f) or any other subsection of Section 2.1 to provide information which it deems in good faith to be a trade secret or similar confidential information.

2.2 Inspection. The Company shall permit each Investor that holds at least one million (1,000,000) shares of Preferred Stock (and/or Common Stock issued upon conversion thereof), at such Investor's expense, to visit and inspect the Company's properties, to examine its books of account and records and to discuss the Company's affairs, finances and accounts with its officers, all at such reasonable times as may be requested by the Investor; provided, however, that the Company shall not be obligated pursuant to this Section 2.2 to provide access to any information that it reasonably considers to be a trade secret or similar confidential information; and, provided further, that the Investors coordinate their visitations and inspections so as to minimize the disruptions and interruptions to the Company.

2.3 Termination of Information and Inspection Covenants. The covenants set forth in Sections 2.1 and 2.2 shall terminate as to Investors and be of no further force or effect when the sale of securities pursuant to a registration statement filed by the Company under the Act in connection with the firm commitment underwritten offering of its securities to the general public is consummated or when the Company first becomes subject to the periodic reporting requirements of Sections 12(g) or 15(d) of the 1934 Act, whichever event shall first occur.

2.4 Right of First Offer. Subject to the terms and conditions specified in this paragraph 2.4, the Company hereby grants to each Major Investor (as hereinafter defined) a right of first offer with respect to future sales by the Company of its Shares (as hereinafter defined). For purposes of this Section 2.4, a Major Investor shall mean any Investor or transferee that

holds at least one million (1,000,000) shares of Preferred Stock (or the Common Stock issued upon conversion thereof) issued pursuant to the Series A Preferred Stock Purchase

Agreement or the Series B Agreement (as adjusted for stock splits, stock dividends, combinations and other recapitalizations). For purposes of this Section 2.4, Investor includes any general partners and affiliates of an Investor. An Investor shall be entitled to apportion the right of first offer hereby granted it among itself and its partners and affiliates in such proportions as it deems appropriate.

Each time the Company proposes to offer any shares of, or securities convertible into or exchangeable or exercisable for any shares of, any class of its capital stock, whether now authorized or not, ("Shares"), the Company shall first make an offering of such Shares to each Major Investor in accordance with the following provisions.

(a) The Company shall deliver a notice in accordance with Section 3.5 ("Notice") to the Major Investors stating (i) its bona fide intention to offer such Shares, (ii) the number of such Shares to be offered, and (iii) the price and terms upon which it proposes to offer such Shares.

(b) By written notification received by the Company, within twenty (20) calendar days after receipt of the Notice, the Major Investor may elect to purchase or obtain, at the price and on the terms specified in the Notice, up to that portion of such Shares that equals the proportion that the number of shares of Common Stock issued and held, or issuable upon conversion of the Series A Preferred Stock or Series B Preferred Stock then held, by such Major Investor bears to the total number of shares of Common Stock of the Company then outstanding (assuming full conversion of all convertible securities). Each Investor shall have a right of over-allotment such that if any Investor fails to exercise its right hereunder to purchase such portion of the shares, the other Investors may purchase the Non-Purchasing Investor's portion on a pro rata basis (based upon the procedure set forth in this Section 2.4(b)) within ten (10) days from the date such Non-Purchasing Investor fails to exercise its right to purchase its portion of the Shares.

(c) If all Shares that Investors are entitled to obtain pursuant to subsection 2.4(b) are not elected to be obtained as provided in subsection 2.4(b) hereof, the Company may, during the ninety (90) day period following the expiration of the period (including the over-allotment period) provided in subsection 2.4(b) hereof, offer the remaining unsubscribed portion of such Shares to any person or persons at a price not less than, and upon terms no more favorable to the offeree than those specified in the Notice. If the Company does not enter into an agreement for the sale of the Shares within such period, or if such agreement is not consummated within ninety (90) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Shares shall not be offered unless first reoffered to the Major Investors in accordance herewith.

(d) The right of first offer in this paragraph 2.4 shall not be applicable to (i) the issuance or sale of shares of Common Stock (or options therefor) upon approval by the Company's Board of Directors to employees, directors and consultants for the primary purpose of soliciting or retaining their services; (ii) the issuance of securities pursuant to a bona fide, firmly underwritten public offering of shares of Common Stock, registered under the Act, (iii) the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities, (iv) the issuance of securities upon approval by the Company's Board of

Directors in connection with a bona fide business acquisition of or by the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise, (v) the issuance of stock, warrants or other securities or rights upon approval by the Company's Board of Directors to persons or entities with which the Company has business relationships provided such issuances are for other than primarily equity financing purposes, or (vi) the issuance of any shares of Series A Preferred Stock or Series B Preferred Stock, authorized as of the date hereof.

2.5 Board Representation. Immediately upon the Closing, the Board shall consist of Albert M. Avery, IV, Jay Adelson, Andy Rachleff, Charlie Giancarlo and three vacancies.

2.6 Termination of Certain Covenants. The covenants set forth in Sections 2.4 shall terminate and be of no further force or effect upon the consummation of the Company's Initial Offering.

3. Miscellaneous.

3.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any shares of Registrable Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

3.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.5 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon delivery by confirmed facsimile transmission, nationally recognized overnight courier service, or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties, or with respect to any party with an address outside the United States such notice shall be deemed received within three (3) business days upon deposit with a reputable international express courier.

3.6 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

3.7 Entire Agreement: Amendments and Waivers. This Agreement (including the Exhibits hereto, if any) constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the holders of a majority of the Registrable Securities; provided, however, that in the event that such amendment or waiver adversely affects the obligations and/or rights of the Common Holders in a different manner than the other Holders, such amendment or waiver shall also require the written consent of the holders of a majority in interest of the Common Holders. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Registrable Securities each future holder of all such Registrable Securities, and the Company.

3.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.9 Aggregation of Stock. All shares of Registrable Securities held or acquired by affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

3.10 Prior Agreement. The Prior Agreement is hereby superseded in its entirety and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the

date first above written.

EQUINIX, INC.

By: /s/ Albert M. Avery, IV

Name: Albert M. Avery, IV
Title: Chief Executive Officer

COMMON HOLDERS:

/s/ Albert M. Avery, IV

Name: Albert M. Avery, IV

/s/ Jay Adelson

Name: Jay Adelson

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

BENCHMARK CAPITAL PARTNERS II, L.P.
as nominee for
Benchmark Capital Partners, II, L.P.
Benchmark Founders Fund II, L.P.
Benchmark Founders Fund II-A, L.P.
Benchmark Members' Fund, L.P.
By: Benchmark Capital Management Co. II, L.L.C., its general partner

By: /s/ Andrew S. Rachleff

Managing Member

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

CISCO SYSTEMS, INC.

By: [SIGNATURE ILLEGIBLE]^^

Name: _____
Title: _____

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

MICROSOFT CORPORATION

By: /s/ Greg Maffei

Title: CFO

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

MORGAN STANLEY DEAN WITTER
EQUITY FUNDING, INC.

By: /s/ David R. Powers

Title: Vice President

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

STANFORD UNIVERSITY

By: /s/ Carol Gilmer

Title: Gift Administrator

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

JOHN MAYES

By: /s/ John Mayes

Title: _____

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

PAUL AND JANE BARYAMES

By: /s/ Jane Baryames

Title: /s/ Paul Baryames

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

JOHNSON WU

By: /s/ Johnson Wu

Title: _____

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

EDWARD R. KOZEL

By: /s/ Edward R. Kozel

Title: _____

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

RICHARD FRAWLEY

By: /s/ Richard Frawley

Title: _____

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

JOEL EVANIER

By: /s/ Joel Evanier

Title: Consultant

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

G & H PARTNERS

By: /s/ Jeff Higgins

Title: Partner

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

CHARLES ROSS PARTNERS INVESTMENT FUND
NUMBER 10

By: [SIGNATURE ILLEGIBLE]^^

Title: General Partner

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

COMDISCO, INC.

By: /s/ James P. Labe

Title: President, Comdisco Ventures Division

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

E*TRADE GROUP

By: [SIGNATURE ILLEGIBLE]^^

Title: _____

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

EPARTNERS, a Delaware general partnership
By: News America Incorporated, General
Partner

By: [SIGNATURE ILLEGIBLE]^^

Title: Senior Vice President

Address: 1211 Avenue of the Americas

New York, New York 10036

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

Carlyle Venture Partners, L.P.
By: TCG Ventures, Ltd., as the General Partner

By: /s/ Frank D. Yeary

Name: Frank D. Yeary
Title: Attorney-in-Fact

Address: c/o The Carlyle Group
1001 Pennsylvania Avenue, N.W.,
Suite 220
Washington, D.C. 20004

Carlyle U.S. Venture Partners, L.P.
By: TCG Ventures, L.L.C., as the General Partner
By: TCG Holdings, L.L.C., as the Manager

By: /s/ Frank D. Yeary

Name: Frank D. Yeary
Title: Managing Director

Address: 1001 Pennsylvania Avenue, N.W.,
Suite 220
Washington, D.C. 20004

Carlyle Venture Coinvestment, L.L.C.
By: TCG Ventures, L.L.C., as the Manager
By: TCG Holdings, L.L.C., as the Manager

By: /s/ Frank D. Yeary

Name: Frank D. Yeary
Title: Managing Director

Address: 1001 Pennsylvania Avenue, N.W.,
Suite 220
Washington, D.C. 20004

C/S Venture Investors, L.P.
By: TCG Ventures, Ltd., as the General Partner

By: /s/ Frank D. Yeary

Name: Frank D. Yeary
Title: Attorney-in-Fact

Address: c/o The Carlyle Group
1001 Pennsylvania Avenue, N.W.,
Suite 220
Washington, D.C. 20004

SIGNATURE PAGE TO THE INVESTORS' RIGHTS AGREEMENT

INVESTOR:

NORTHPOINT COMMUNICATIONS, INC.

By: [SIGNATURE ILLEGIBLE]^^

Title: Chief Financial Officer

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

ENRON CORPORATION

By: [SIGNATURE ILLEGIBLE]^^

Title: Vice President

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

DELL USA L.P., a Texas Limited Partnership

By: /s/ Alex C. Smith

Dell Gen. P. Corp., its general partner

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

FINLAYSON INVESTMENTS PTE LTD

By: /s/ Ng Kin Meng (Mrs)

Title: Company Secretary

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

ARTEMIS SA

By: /s/ Mrs. Patricia Barbizet

Title: Managing Director

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

REUTERS HOLDINGS SWITZERLAND SA

By: [SIGNATURE ILLEGIBLE]^^

Title: _____

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

MILLENNIUM SYSTEM TRADING LIMITED

By: [SIGNATURE ILLEGIBLE]^^

Title: Director

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

AMERICA ONLINE, INC.

By: [SIGNATURE ILLEGIBLE]^^

Title: President, AOL Investments

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

ANDREESSEN 1996 LIVING TRUST

By: /s/ Michael Mohr

Michael Mohr
As: Trustee

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

LYNN DWIGANS & CO.

By: /s/ Lynn Dwigans

Title: _____

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

PAGE>

INVESTOR:

SALOMON SMITH BARNEY HOLDINGS INC.

By: /s/ W. Mark Barber

Title: Vice President

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

COTSAKOS VENTURES, LLC

Address: 510 Eucalyptus Avenue

Hillsborough, CA 94010

By: [Signature Illegible]

Title: Manager

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

INVESTOR:

THOMAS A. BEVILACQUA

Address: 60 Why Worry Lane

Woodside, CA 94062

By: /s/ Thomas A. Bevilacqua

Title:

SIGNATURE PAGE TO THE INVESTORS' RIGHT AGREEMENT

EXHIBIT 10.7

AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

This AMENDMENT NO. 1 to the Amended and Restated Investors' Rights Agreement dated as of November 30, 1999 (the "Investors' Rights Agreement") and the Amended and Restated Voting Agreement (the "Voting Agreement"), each dated August 26, 1999, by and among Equinix, Inc., a Delaware corporation (the "Company"), Albert M. Avery, IV and Jay S. Adelson (the "Common Holders") and the investors listed on Schedule A thereto, each of which is herein referred to as an "Investor," is entered into by the Company, the Common Holders and the Investors whose names are set forth on the signature pages hereto.

WITNESSETH:

WHEREAS, the parties hereto are parties to the Investors' Rights Agreement and the Voting Agreement;

WHEREAS, the parties hereto desire to amend the Investors' Rights Agreement and the Voting Agreement to clarify that the piggyback rights set forth in the Investors' Rights Agreement and the termination of the Voting Agreement are triggered by the filing of a registration statement solely related to the Company's common stock and that the Board may approve the grant of additional registration rights;

WHEREAS, the parties hereto for purposes of amending said agreements: (i) with respect to the Investors' Rights Agreement, constitute the holders of a majority of the Registrable Securities (as defined in the Investors' Rights Agreement) and (ii) with respect to the Voting Agreement, constitute the holders of a majority of the currently outstanding voting securities held by the Party or Parties (as defined in the Voting Agreement) for whose benefit such term has been included.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, agree as follows:

ARTICLE I
Amendment to the Investors' Rights Agreement

1. Section 1.3(a) is hereby deleted and replaced in its entirety, as follows:

   If (but without any obligation to do so) the Company proposes to register (including for this purpose a registration effected by the Company for stockholders other than the Holders) any of its Common Stock under the

   Act in connection with the public offering of such securities (other than a registration relating solely to the sale of securities to participants in a Company stock plan, a registration relating to a corporate reorganization or other transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered, or a registration of debt securities relating to a registered exchange offer), the Company shall, at such time, promptly give each Holder written notice of such registration. Upon the written request of each Holder given within twenty (20) days after mailing of such notice by the Company in accordance with Section 3.5, the Company shall, subject to the provisions of Section 1.3(c), use all reasonable best efforts to cause to be registered under the Act all of the Registrable Securities that each such Holder has requested to be registered.

2. Section 1.14 is hereby deleted and replaced in its entirety, as follows:

   Unless unanimously approved by the Board of Directors, from and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities, enter into any agreement with any holder or prospective holder of any

securities of the Company that would allow such holder or prospective holder (a) to include such securities in any registration filed under Section 1.3 hereof, unless under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the amount of the Registrable Securities of the Holders that are included or (b) to demand registration of their securities.

ARTICLE II
Amendment to the Voting Agreement

1. Section 14 is hereby deleted and replaced in its entirety, as follows:

Term. This Agreement shall terminate and be of no further
----
force or effect upon (a) the consummation of the Company's sale of its Common Stock pursuant to a registration statement under the Securities Act of 1933, as amended (other than a registration statement relating either to sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or a SEC Rule 145 transaction), (b) the

acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Company or a sale of all or substantially all of the assets of the Company, (c) such time as the Investors (together with their respective affiliates and partners) shall own less than twenty-five percent (25%) of the outstanding voting Preferred Stock of the Company (as adjusted for stock splits and other recapitalizations), (d) August 26, 2009 or (e) the written consent of the holders of a majority of the then outstanding Founders Shares and the holders of a majority of the then outstanding Preferred Shares.

Miscellaneous

1. Except as amended by this Amendment, all terms and provisions of the Investors' Rights Agreement and the Voting Agreement continue in full force and effect and unchanged and are hereby confirmed in all respects.

2. This Amendment may be signed in multiple counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment to be duly executed by their respective officers on the date first above written.

EQUINIX, INC.

By: /s/ Albert M. Avery, IV

Name: Albert M. Avery, IV

Title: Chief Executive Officer

COMMON HOLDERS:

/s/ Albert M. Avery, IV

Name: Albert M. Avery, IV

/s/ Jay Adelson

Name: Jay Adelson

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

BENCHMARK CAPITAL PARTNERS II, L.P.
as nominee for
Benchmark Capital Partners, II, L.P.
Benchmark Founders Fund II, L.P.
Benchmark Founders Fund II-A, L.P.
Benchmark Members' Fund, L.P.
By: Benchmark Capital Management Co. II,
L.L.C., its general partner

By: /s/ Andrew S. Rachleff

Managing Member

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

CISCO SYSTEMS, INC.

By: /s/ Michelangelo Volpi

Name: Michelangelo Volpi

Title: SVP, Business Development

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

PAUL AND JANE BARYAMES

By: /s/ Paul Baryames
/s/ Jane Baryames

Name: _____

Title: _____

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

CARLYLE VENTURE PARTNERS, L.P.

By: TCG Ventures, Ltd., as the General Partner

By: /s/ Frank D. Yeary

Name: Frank D. Yeary

Title: Attorney-in-Fact

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

C/S VENTURE INVESTORS, L.P.

By: TCG Ventures, Ltd., as the General Partner

By: /s/ Frank D. Yeary

Name: Frank D. Yeary

Title: Attorney-in-Fact

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

CARLYLE VENTURE COINVESTMENT, L.L.C.

By: TCG Ventures, L.L.C., as the Manager

By: TCG Holdings, L.L.C., as the Manager

By: /s/ Frank D. Yeary

Name: Frank D. Yeary

Title: Attorney-in-Fact

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

Carlyle U.S. Venture Partners, L.P

By: TCG Ventures, L.L.C., as the General Partner

By: TCG Holdings, L.L.C., as the Manager

By: /s/ Frank D. Yeary

Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

/s/ Christos M. Cotsakos

By: Cotsakos Ventures, LLC

Name: Christos M. Cotsakos

Title: Manager

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

DELL USA L.P.

By: /s/ Alex C. Smith

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

Lynn Dwigans

By: /s/ Lynn Dwigans

Name: _____

Title: _____

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

_____

By: /s/ Joel Evanier

Name: Joel Evanier

Title: Consultant

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT
AND AMENDED AND RESTATED VOTING AGREEMENT

Enron Communications, Inc.

By: [SIGNATURE ILLEGIBLE]

Name:_____

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND AMENDED
AND RESTATED VOTING AGREEMENT

INVESTOR:

G & H Partners

By: /s/ Scott Dettmer

Name: Scott Dettmer

Title: Partner

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND AMENDED
AND RESTATED VOTING AGREEMENT

INVESTOR:

/s/ Richard Frawley

By:_____

Name: Richard Frawley

Title:_____

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND AMENDED
AND RESTATED VOTING AGREEMENT

INVESTOR:

_____

By:/s/ Edward R. Kozel

Name: Edward R. Kozel

Title:_____

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND
AMENDED AND RESTATED VOTING AGREEMENT

INVESTOR:

/s/ John Mayes

By:_____

Name: John Mayes

Title:_____

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND AMENDED
AND RESTATED VOTING AGREEMENT

INVESTOR:

Morgan Stanley Dean Witter Equity Funding, Inc

By: /s/ David R. Powers

Name: David R. Powers

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND AMENDED
AND RESTATED VOTING AGREEMENT

INVESTOR:

North Point

By: /s/ Michael Malaga

Name: Michael Malaga

Title: Chairman & CEO

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND AMENDED
AND RESTATED VOTING AGREEMENT

INVESTOR:

Reuters Holdings Switzerland S.A.

By: /s/ Thierry Mabille de Poncheville

Name: Thierry Mabille de Poncheville

Title:_____

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND AMENDED
AND RESTATED VOTING AGREEMENT

INVESTOR:

Stanford University

By: /s/ Carol Gilmer

Name:_____

Title: Gift Administrator

SIGNATURE PAGE TO AMENDMENT NO. 1 TO
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT AND AMENDED
AND RESTATED VOTING AGREEMENT

INVESTOR:

_____

By: /s/ Johnson L. Wu

Name: Johnson L. Wu

Title:_____

EXHIBIT 10.8

Equinix, Inc.

1998 Stock Plan

Adopted on September 10, 1998

<TABLE>
<CAPTION>

</TABLE>

<TABLE>
<CAPTION>

</TABLE>

Equinix Inc. 1998 Stock Plan

SECTION 1. ESTABLISHMENT AND PURPOSE.

The purpose of the Plan is to offer selected individuals an opportunity to acquire a proprietary interest in the success of the Company, or to increase such interest, by purchasing Shares of the Company's Stock. The Plan provides both for the direct award or sale of Shares and for the grant of Options to purchase Shares. Options granted under the Plan may include Nonstatutory Options as well as ISOs intended to qualify under Section 422 of the Code.

Capitalized terms are defined in Section 12.

SECTION 2. ADMINISTRATION.

(a) Committees of the Board of Directors. The Plan may be administered by one or more Committees. Each Committee shall consist of one or more members of the Board of Directors who have been appointed by the Board of Directors. Each Committee shall have such authority and be responsible for such functions as the Board of Directors has assigned to it. If no Committee has been appointed, the entire Board of Directors shall administer the Plan. Any reference to the Board of Directors in the Plan shall be construed as a reference to the Committee (if any) to whom the Board of Directors has assigned a particular function.

(b) Authority of the Board of Directors. Subject to the provisions of the Plan, the Board of Directors shall have full authority and discretion to take any actions it deems necessary or advisable for the administration of the Plan. All decisions, interpretations and other actions of the Board of Directors shall be final and binding on all Purchasers, all Optionees and all persons deriving their rights from a Purchaser or Optionee.

SECTION 3. ELIGIBILITY.

(a) General Rule. Only Employees, Outside Directors and Consultants shall be eligible for the grant of Options or the direct award or sale of Shares. Only Employees shall be eligible for the grant of ISOs.

(b) Ten-Percent Stockholders. An individual who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company, its Parent or any of its Subsidiaries shall not be eligible for designation as an Optionee or Purchaser unless (i) the Exercise Price is at least 110% of the Fair Market Value of a Share on the date of grant, (ii) the Purchase Price (if any) is at least 100% of the Fair Market Value of a Share and (iii) in the case of an ISO, such ISO by its terms is not exercisable after the expiration of five years from the date of grant. For purposes of this Subsection (b), in determining stock ownership, the attribution rules of Section 424(d) of the Code shall be applied.

SECTION 4. STOCK SUBJECT TO PLAN.

(a) Basic Limitation. Shares offered under the Plan may be authorized but unissued Shares or treasury Shares. The aggregate number of Shares that may be issued under the Plan (upon exercise of Options or other rights to acquire Shares) shall not exceed 5,508,540 Shares, subject to adjustment pursuant to Section 8. The number of Shares that are subject to Options or other rights outstanding at any time under the Plan shall not exceed the number of Shares that then remain available for issuance under the Plan. The Company, during the term of the Plan, shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan.

(b) Additional Shares. In the event that any outstanding Option or other right for any reason expires or is canceled or otherwise terminated, the Shares allocable to the unexercised portion of such Option or other right shall again be available for the purposes of the Plan. In the event that Shares issued under the Plan are reacquired by the Company pursuant to any forfeiture provision, right of repurchase or right of first refusal, such Shares shall again be available for the purposes of the Plan, except that the aggregate number of

Shares which may be issued upon the exercise of ISOs shall in no event exceed 5,508,540 Shares (subject to adjustment pursuant to Section 8).

SECTION 5. TERMS AND CONDITIONS OF AWARDS OR SALES.

(a) Stock Purchase Agreement. Each award or sale of Shares under the Plan (other than upon exercise of an Option) shall be evidenced by a Stock Purchase Agreement between the Purchaser and the Company. Such award or sale shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Board of Directors deems appropriate for inclusion in a Stock Purchase Agreement. The provisions of the various Stock Purchase Agreements entered into under the Plan need not be identical.

(b) Duration of Offers and Nontransferability of Rights. Any right to acquire Shares under the Plan (other than an Option) shall automatically expire if not exercised by the Purchaser within 30 days after the grant of such right was communicated to the Purchaser by the Company. Such right shall not be transferable and shall be exercisable only by the Purchaser to whom such right was granted.

(c) Purchase Price. The Purchase Price of Shares to be offered under the Plan shall not be less than 85% of the Fair Market Value of such Shares, and a higher percentage may be required by Section 3(b). Subject to the preceding sentence, the Purchase Price shall be determined by the Board of Directors at its sole discretion. The Purchase Price shall be payable in a form described in Section 7.

(d) Withholding Taxes. As a condition to the purchase of Shares, the Purchaser shall make such arrangements as the Board of Directors may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such purchase.

(e) Restrictions on Transfer of Shares and Minimum Vesting. Any Shares awarded or sold under the Plan shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Board of Directors may determine. Such restrictions shall be set forth in the applicable Stock Purchase Agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally. In the case of a Purchaser who is not an officer of the Company, an Outside Director or a Consultant, any right to repurchase the Purchaser's Shares at the original Purchase Price (if any) upon termination of the Purchaser's Service shall lapse at least as rapidly as 20% per year over the five-year period commencing on the date of the award or sale of the Shares. Any such right may be exercised only within 90 days after the termination of the Purchaser's Service for cash or for cancellation of indebtedness incurred in purchasing the Shares.

(f) Accelerated Vesting. Unless the applicable Stock Purchase Agreement provides otherwise, any right to repurchase a Purchaser's Shares at the original Purchase Price (if any) upon termination of the Purchaser's Service shall lapse and all of such Shares shall become vested if (i) the Company is subject to a Change in Control before the Purchaser's Service terminates and (ii) the repurchase right is not assigned to the entity that employs the Purchaser immediately after the Change in Control or to its parent or subsidiary.

SECTION 6. TERMS AND CONDITIONS OF OPTIONS.

(a) Stock Option Agreement. Each grant of an Option under the Plan shall be evidenced by a Stock Option Agreement between the Optionee and the Company. Such Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Board of Directors deems appropriate for inclusion in a Stock Option Agreement. The provisions of the various Stock Option Agreements entered into under the Plan need not be identical.

(b) Number of Shares. Each Stock Option Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 8. The Stock Option Agreement shall also specify whether the Option is an ISO or a Nonstatutory Option.

(c) Exercise Price. Each Stock Option Agreement shall specify the Exercise Price. The Exercise Price of an ISO shall not be less than 100% of the Fair Market Value of a Share on the date of grant, and a higher percentage may be required by Section 3(b). The Exercise Price of a Nonstatutory Option shall not be less than 85% of the Fair Market Value of a Share on the date of grant, and a higher percentage may be required by Section 3(b). Subject to the preceding two sentences, the Exercise Price under any Option shall be determined by the Board of Directors at its sole discretion. The Exercise Price shall be payable in a form described in Section 7.

(d) Withholding Taxes. As a condition to the exercise of an Option, the Optionee shall make such arrangements as the Board of Directors may require for

the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such exercise. The Optionee shall also make such arrangements as the Board of Directors may require

for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option.

(e) Exercisability. Each Stock Option Agreement shall specify the date when all or any installment of the Option is to become exercisable. In the case of an Optionee who is not an officer of the Company, an Outside Director or a Consultant, an Option shall become exercisable at least as rapidly as 20% per year over the five-year period commencing on the date of grant. Subject to the preceding sentence, the exercisability provisions of any Stock Option Agreement shall be determined by the Board of Directors at its sole discretion.

(f) Accelerated Exercisability. Unless the applicable Stock Option Agreement provides otherwise, all of an Optionee's Options shall become exercisable in full if (i) the Company is subject to a Change in Control before the Optionee's Service terminates, (ii) such Options do not remain outstanding, (iii) such Options are not assumed by the surviving corporation or its parent and (iv) the surviving corporation or its parent does not substitute options with substantially the same terms for such Options.

(g) Basic Term. The Stock Option Agreement shall specify the term of the Option. The term shall not exceed 10 years from the date of grant, and a shorter term may be required by Section 3(b). Subject to the preceding sentence, the Board of Directors at its sole discretion shall determine when an Option is to expire.

(h) Nontransferability. No Option shall be transferable by the Optionee other than by beneficiary designation, will or the laws of descent and distribution. An Option may be exercised during the lifetime of the Optionee only by the Optionee or by the Optionee's guardian or legal representative. No Option or interest therein may be transferred, assigned, pledged or hypothecated by the Optionee during the Optionee's lifetime, whether by operation of law or otherwise, or be made subject to execution, attachment or similar process.

(i) Termination of Service (Except by Death). If an Optionee's Service terminates for any reason other than the Optionee's death, then the Optionee's Options shall expire on the earliest of the following occasions:

(i) The expiration date determined pursuant to Subsection (g) above;

(ii) The date three months after the termination of the Optionee's Service for any reason other than Disability, or such later date as the Board of Directors may determine; or

(iii) The date six months after the termination of the Optionee's Service by reason of Disability, or such later date as the Board of Directors may determine.

The Optionee may exercise all or part of the Optionee's Options at any time before the expiration of such Options under the preceding sentence, but only to the extent that such Options had become exercisable before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Shares had vested before the Optionee's Service terminated (or vested as a result of the termination). The balance of such Options shall lapse

when the Optionee's Service terminates. In the event that the Optionee dies after the termination of the Optionee's Service but before the expiration of the Optionee's Options, all or part of such Options may be exercised (prior to expiration) by the executors or administrators of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Shares had vested before the Optionee's Service terminated (or vested as a result of the termination).

(j) Leaves of Absence. For purposes of Subsection (i) above, Service shall be deemed to continue while the Optionee is on a bona fide leave of absence, if such leave was approved by the Company in writing and if continued crediting of Service for this purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company).

(k) Death of Optionee. If an Optionee dies while the Optionee is in Service, then the Optionee's Options shall expire on the earlier of the following dates:

(i) The expiration date determined pursuant to Subsection (g) above; or

(ii) The date 12 months after the Optionee's death.

All or part of the Optionee's Options may be exercised at any time before the expiration of such Options under the preceding sentence by the executors or administrators of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable before the Optionee's death or became exercisable as a result of the death. The balance of such Options shall lapse when the Optionee dies.

(l) No Rights as a Stockholder. An Optionee, or a transferee of an Optionee, shall have no rights as a stockholder with respect to any Shares covered by the Optionee's Option until such person becomes entitled to receive such Shares by filing a notice of exercise and paying the Exercise Price pursuant to the terms of such Option.

(m) Modification, Extension and Assumption of Options. Within the limitations of the Plan, the Board of Directors may modify, extend or assume outstanding Options or may accept the cancellation of outstanding Options (whether granted by the Company or another issuer) in return for the grant of new Options for the same or a different number of Shares and at the same or a different Exercise Price. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Optionee, impair the Optionee's rights or increase the Optionee's obligations under such Option.

(n) Restrictions on Transfer of Shares and Minimum Vesting. Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Board of Directors may determine. Such restrictions shall be set forth in the applicable Stock Option Agreement and

shall apply in addition to any restrictions that may apply to holders of Shares generally. In the case of an Optionee who is not an officer of the Company, an Outside Director or a Consultant:

(i) Any right to repurchase the Optionee's Shares at the original Exercise Price upon termination of the Optionee's Service shall lapse at least as rapidly as 20% per year over the five-year period commencing on the date of the option grant;

(ii) Any such right may be exercised only for cash or for cancellation of indebtedness incurred in purchasing the Shares; and

(iii) Any such right may be exercised only within 90 days after the later of (A) the termination of the Optionee's Service or (B) the date of the option exercise.

(o) Accelerated Vesting. Unless the applicable Stock Option Agreement provides otherwise, any right to repurchase an Optionee's Shares at the original Exercise Price upon termination of the Optionee's Service shall lapse and all of such Shares shall become vested if (i) the Company is subject to a Change in Control before the Optionee's Service terminates and (ii) the repurchase right is not assigned to the entity that employs the Optionee immediately after the Change in Control or to its parent or subsidiary.

SECTION 7. PAYMENT FOR SHARES.

(a) General Rule. The entire Purchase Price or Exercise Price of Shares issued under the Plan shall be payable in cash or cash equivalents at the time when such Shares are purchased, except as otherwise provided in this Section 7.

(b) Surrender of Stock. To the extent that a Stock Option Agreement so provides, all or any part of the Exercise Price may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Optionee. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value on the date when the Option is exercised. The Optionee shall not surrender, or attest to the ownership of, Shares in payment of the Exercise Price if such action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes.

(c) Services Rendered. At the discretion of the Board of Directors, Shares may be awarded under the Plan in consideration of services rendered to the Company, a Parent or a Subsidiary prior to the award. At the discretion of the Board of Directors, Shares may also be awarded under the Plan in consideration of services to be rendered to the Company, a Parent or a Subsidiary after the award, except that the par value of such Shares, if newly issued, shall be paid in cash or cash equivalents.

(d) Promissory Note. To the extent that a Stock Option Agreement or Stock Purchase Agreement so provides, all or a portion of the Exercise Price or Purchase Price (as the case may be) of Shares issued under the Plan may be paid with a full-recourse promissory note.

However, the par value of the Shares, if newly issued, shall be paid in cash or cash equivalents. The Shares shall be pledged as security for payment of the principal amount of the promissory note and interest thereon. The interest rate payable under the terms of the promissory note shall not be less than the minimum rate (if any) required to avoid the imputation of additional interest under the Code. Subject to the foregoing, the Board of Directors (at its sole discretion) shall specify the term, interest rate, amortization requirements (if any) and other provisions of such note.

(e) Exercise/Sale. To the extent that a Stock Option Agreement so provides, and if Stock is publicly traded, payment may be made all or in part by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company in payment of all or part of the Exercise Price and any withholding taxes.

(f) Exercise/Pledge. To the extent that a Stock Option Agreement so provides, and if Stock is publicly traded, payment may be made all or in part by the delivery (on a form prescribed by the Company) of an irrevocable direction to pledge Shares to a securities broker or lender approved by the Company, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of all or part of the Exercise Price and any withholding taxes.

SECTION 8. ADJUSTMENT OF SHARES.

(a) General. In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a declaration of an extraordinary dividend payable in a form other than Shares in an amount that has a material effect on the Fair Market Value of the Stock, a combination or consolidation of the outstanding Stock into a lesser number of Shares, a recapitalization, a spin-off, a reclassification or a similar occurrence, the Board of Directors shall make appropriate adjustments in one or more of (i) the number of Shares available for future grants under Section 4, (ii) the number of Shares covered by each outstanding Option or (iii) the Exercise Price under each outstanding Option.

(b) Mergers and Consolidations. In the event that the Company is a party to a merger or consolidation, outstanding Options shall be subject to the agreement of merger or consolidation. Such agreement, without the Optionees' consent, may provide for:

(i) The continuation of such outstanding Options by the Company (if the Company is the surviving corporation);

(ii) The assumption of the Plan and such outstanding Options by the surviving corporation or its parent;

(iii) The substitution by the surviving corporation or its parent of options with substantially the same terms for such outstanding Options; or

(iv) The cancellation of such outstanding Options without payment of any consideration.

(c) Reservation of Rights. Except as provided in this Section 8, an Optionee or Purchaser shall have no rights by reason of (i) any subdivision or consolidation of shares of stock of any class, (ii) the payment of any dividend or (iii) any other increase or decrease in the number of shares of stock of any class. Any issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Option. The grant of an Option pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

SECTION 9. SECURITIES LAW REQUIREMENTS.

(a) General. Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or

other securities market on which the Company's securities may then be traded.

(b) Financial Reports. The Company each year shall furnish to Optionees, Purchasers and stockholders who have received Stock under the Plan its balance sheet and income statement, unless such Optionees, Purchasers or stockholders are key Employees whose duties with the Company assure them access to equivalent information. Such balance sheet and income statement need not be audited.

SECTION 10. NO RETENTION RIGHTS.

Nothing in the Plan or in any right or Option granted under the Plan shall confer upon the Purchaser or Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Purchaser or Optionee) or of the Purchaser or Optionee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

SECTION 11. DURATION AND AMENDMENTS.

(a) Term of the Plan. The Plan, as set forth herein, shall become effective on the date of its adoption by the Board of Directors, subject to the approval of the Company's stockholders. In the event that the stockholders fail to approve the Plan within 12 months after its adoption by the Board of Directors, any grants of Options or sales or awards of Shares that have already occurred shall be rescinded, and no additional grants, sales or awards shall be made thereafter under the Plan. The Plan shall terminate automatically 10 years after its adoption by the Board of Directors and may be terminated on any earlier date pursuant to Subsection (b) below.

(b) Right to Amend or Terminate the Plan. The Board of Directors may amend, suspend or terminate the Plan at any time and for any reason; provided, however, that any amendment of the Plan which increases the number of Shares available for issuance under the Plan (except as provided in Section 8), or which materially changes the class of persons who are eligible for the grant of ISOs, shall be subject to the approval of the Company's stockholders. Stockholder approval shall not be required for any other amendment of the Plan.

(c) Effect of Amendment or Termination. No Shares shall be issued or sold under the Plan after the termination thereof, except upon exercise of an Option granted prior to such termination. The termination of the Plan, or any amendment thereof, shall not affect any Share previously issued or any Option previously granted under the Plan.

SECTION 12. DEFINITIONS.

(a) "Board of Directors" shall mean the Board of Directors of the Company, as constituted from time to time.

(b) "Change in Control" shall mean:

(i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if persons who were not shareholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (A) the continuing or surviving entity and (B) any direct or indirect parent corporation of such continuing or surviving entity; or

(ii) The sale, transfer or other disposition of all or substantially all of the Company's assets.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(d) "Committee" shall mean a committee of the Board of Directors, as described in Section 2(a).

(e) "Company" shall mean Equinix, Inc., a Delaware corporation.

(f) "Consultant" shall mean a person who performs bona fide services for the Company, a Parent or a Subsidiary as a consultant or advisor, excluding Employees and Outside Directors.

(g) "Disability" shall mean that the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or

mental impairment.

(h) "Employee" shall mean any individual who is a common-law employee of the Company, a Parent or a Subsidiary.

(i) "Exercise Price" shall mean the amount for which one Share may be purchased upon exercise of an Option, as specified by the Board of Directors in the applicable Stock Option Agreement.

(j) "Fair Market Value" shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(k) "ISO" shall mean an employee incentive stock option described in Section 422(b) of the Code.

(l) "Nonstatutory Option" shall mean a stock option not described in Sections 422(b) or 423(b) of the Code.

(m) "Option" shall mean an ISO or Nonstatutory Option granted under the Plan and entitling the holder to purchase Shares.

(n) "Optionee" shall mean an individual who holds an Option.

(o) "Outside Director" shall mean a member of the Board of Directors who is not an Employee.

(p) "Parent" shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

(q) "Plan" shall mean this Equinix, Inc. 1998 Stock Plan.

(r) "Purchase Price" shall mean the consideration for which one Share may be acquired under the Plan (other than upon exercise of an Option), as specified by the Board of Directors.

(s) "Purchaser" shall mean an individual to whom the Board of Directors has offered the right to acquire Shares under the Plan (other than upon exercise of an Option).

(t) "Service" shall mean service as an Employee, Outside Director or Consultant.

(u) "Share" shall mean one share of Stock, as adjusted in accordance with Section 8 (if applicable).

(v) "Stock" shall mean the Common Stock of the Company, with a par value of $0.001 per Share.

(w) "Stock Option Agreement" shall mean the agreement between the Company and an Optionee which contains the terms, conditions and restrictions pertaining to the Optionee's Option.

(x) "Stock Purchase Agreement" shall mean the agreement between the Company and a Purchaser who acquires Shares under the Plan which contains the terms, conditions and restrictions pertaining to the acquisition of such Shares.

(y) "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

EXHIBIT 21.1

List of Subsidiaries of the Registrant

Equinix - DC, Inc.

EXHIBIT 23.1

The Board of Directors
Equinix, Inc.:

We consent to the use of our report dated July 31, 1999 except as to Note 9 which is as of December 18, 1999, relating to the consolidated balance sheet of Equinix, Inc and subsidiary, a development stage enterprise, as of December 31, 1998 and the related consolidated statements of operations, stockholders' equity and cash flows for the period from June 22, 1998 (inception) to December 31, 1998 which report is included in the registration statement on Form S-4, and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Mountain View, California
December 29, 1999

<TABLE> <S> <C>

<ARTICLE> 5

<S>	<C>	<C>	
<PERIOD-TYPE>	OTHER	9-MOS	
<FISCAL-YEAR-END>	DEC-31-1998		DEC-31-1999
<PERIOD-START>	JUN-22-1998		JAN-01-1999
<PERIOD-END>	DEC-31-1998		SEP-30-1999
<CASH>	4,164,500		3,582,100
<SECURITIES>	5,000,000		42,907,100
<RECEIVABLES>	0		0
<ALLOWANCES>	0		0
<INVENTORY>	0		0
<CURRENT-ASSETS>	167,600		1,204,900
<PP&E>	486,200		3,131,400
<DEPRECIATION>	4,200		252,300
<TOTAL-ASSETS>	10,001,200		73,353,000
<CURRENT-LIABILITIES>	411,500		11,509,000
<BONDS>	0		0
<PREFERRED-MANDATORY>	0		0
<PREFERRED>	10,400		19,100
<COMMON>	4,100		7,000
<OTHER-SE>	9,575,200		59,828,700
<TOTAL-LIABILITY-AND-EQUITY>	10,001,200		73,353,000
<SALES>	0		0
<TOTAL-REVENUES>	0		0
<CGS>	0		0
<TOTAL-COSTS>	0		0
<OTHER-EXPENSES>	785,700		7,413,700
<LOSS-PROVISION>	0		0
<INTEREST-EXPENSE>	0		138,600
<INCOME-PRETAX>	(855,800)		(7,285,400)
<INCOME-TAX>	0		0
<INCOME-CONTINUING>	(855,800)		(7,285,400)
<DISCONTINUED>	0		0
<EXTRAORDINARY>	0		0
<CHANGES>	0		0
<NET-INCOME>	(855,800)		(7,285,400)
<EPS-BASIC>	0		0
<EPS-DILUTED>	0		0

</TABLE>