



## Equinix, Inc.

### Offer to Purchase for Cash Any and All of its Outstanding

5.375% Senior Notes due 2022

5.375% Senior Notes due 2023

5.750% Senior Notes due 2025

The Offer (as defined herein) is scheduled to expire at 5:00 p.m., New York City time, on November 13, 2019, unless extended or earlier terminated by the Company (as defined below) in its sole discretion (such date and time, as may be extended, the “Expiration Time”). Holders (as defined herein) must tender their Notes (as defined herein) at or prior to the Expiration Time to receive the Tender Consideration and Accrued Interest (each as defined below). Notes tendered may only be withdrawn at or prior to 5:00 p.m., New York City time, on November 13, 2019 (such date and time, as the same may be extended, the “Withdrawal Deadline”) but, except as otherwise provided, not thereafter. The Offer is subject to the satisfaction or waiver of certain conditions, as set forth under the heading “The Offer—Conditions of the Offer.”

Upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, the “Offer to Purchase”), Equinix, Inc. (the “Company”) is hereby offering to purchase for cash (the “Offer”) any and all of its outstanding 5.375% Senior Notes due 2022, CUSIP/ISIN No. 29444U AN6 / US29444UAN63 (the “2022 Notes”), 5.375% Senior Notes due 2023, CUSIP/ISIN No. 29444U AM8 / US29444UAM80 (the “2023 Notes”) and 5.750% Senior Notes due 2025, CUSIP/ISIN No. 29444U AP1/ US29444UAP12 (the “2025 Notes”, and together with the 2022 Notes and 2023 Notes, the “Notes”) from the holders of such Notes. Following consummation of the Offer, the Notes that are purchased by the Company in the Offer will be retired and cancelled and no longer remain outstanding obligations. The Offer is not conditioned on any minimum principal amount of Notes being tendered.

The following table sets forth the key terms of the Offer:

Title of Security	CUSIP/ISIN	Outstanding Principal Amount	Tender Consideration <sup>(1)</sup>
5.375% Senior Notes due 2022	29444U AN6 / US29444UAN63	\$750,000,000	\$1,018.00
5.375% Senior Notes due 2023	29444U AM8 / US29444UAM80	\$1,000,000,000	\$1,020.72
5.750% Senior Notes due 2025	29444U AP1/ US29444UAP12	\$500,000,000	\$1,033.00

(1) Per \$1,000 principal amount of Notes validly tendered and not validly withdrawn. Does not include Accrued Interest (as defined below).

In addition to the applicable Tender Consideration, Holders who tender Notes that are accepted for purchase by the Company pursuant to the Offer will receive a cash payment representing the accrued and unpaid interest on the applicable series of Notes from the applicable last interest payment date to, but not including, the Settlement Date (as defined below) (the “Accrued Interest”).

Beneficial owners of Notes are advised to check with any bank, securities broker or other intermediary through which they hold Notes regarding when such intermediary would need to receive instructions from a beneficial owner of Notes in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in, the Offer, by the deadlines specified in this Offer to Purchase. The deadlines set by any such intermediary and/or The Depository Trust Company (“DTC”) for the submission and withdrawal of tender instructions will be necessarily earlier than the relevant deadlines specified in this Offer to Purchase.

*The Dealer Manager for the Offer is:*

**GOLDMAN SACHS & CO. LLC**

The date of this Offer to Purchase is November 6, 2019.

Unless otherwise indicated or as the context otherwise requires, as used in this Offer to Purchase, the words “we,” “us,” “our,” and “ours” refer to the Company.

The Offer is not conditioned upon any minimum amount of Notes being tendered. The Offer is, however, conditioned upon the satisfaction or waiver of a number of conditions, including the receipt by the Company of proceeds from a proposed offering of debt securities (the “**Debt Financing**”) on terms, and in an amount, satisfactory to the Company, in its sole discretion, and subject to applicable law (the “**Financing Condition**”). Notes may only be tendered and accepted for payment in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in denominations of at least \$2,000 principal amount (the “**Minimum Authorized Denomination**”). The applicable “**Tender Consideration**” for each \$1,000 principal amount of 2022 Notes, 2023 Notes and 2025 Notes tendered and accepted for purchase pursuant to the Offer is specified on the cover of this Offer to Purchase.

In addition to the applicable Tender Consideration, all Holders of Notes accepted for purchase will also receive Accrued Interest.

A press release announcing the amount of Notes to be accepted for purchase pursuant to the Offer will be published as soon as practicable following the Expiration Time.

The Company expects to pay the applicable Tender Consideration, together with any applicable Accrued Interest, for both Notes validly tendered at or prior to the Expiration Time and not validly withdrawn and accepted for purchase by the Company and Notes tendered pursuant to the guaranteed delivery procedures, if any, to the respective Holders thereof on the third Business Day after the Expiration Time (the “**Settlement Date**”).

Except as otherwise provided herein and as required by applicable law, Notes tendered in the Offer may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but not thereafter. See “The Offer—Withdrawal of Tenders.”

Subject to applicable law, the Offer may be terminated or withdrawn at the Company’s discretion. In the event of a termination or withdrawal of the Offer, any Notes you have tendered pursuant to the Offer will promptly be returned to you or credited to your account through DTC and your DTC participant. In the event Notes you tendered are not purchased for any other reason, they will be promptly returned to you or credited to your account.

The Company expressly reserves the right, in its sole discretion, subject to applicable law, to (i) extend the Expiration Time; (ii) waive any and all conditions of the Offer; (iii) terminate the Offer; or (iv) otherwise amend the terms of the Offer in any respect.

The Offer is conditioned upon certain conditions, and the Company expressly reserves its right, subject to applicable laws, to terminate the Offer at any time prior to the Expiration Time.

None of the Company, the Trustee (as defined below), the Information and Tender Agent (as defined below) or the Dealer Manager makes any recommendation to you as to whether you should tender, or refrain from tendering, your Notes pursuant to the Offer. Holders must make their own decision as to whether to tender their Notes and, if so, the principal amount to tender.

The Company reserves the right to call for redemption or otherwise repurchase any Notes not tendered and accepted for purchase in the Offer. Notwithstanding the foregoing, the Company does not expect to redeem the 2022 Notes pursuant to the terms of the indenture governing the 2022 Notes prior to January 1, 2020 in any event.

See “Certain United States Federal Income Tax Consequences” for a discussion of certain factors that should be considered in evaluating the Offer.

This Offer to Purchase has not been filed with or reviewed by any federal or state securities commission or regulatory authority of any jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.

This Offer to Purchase and the Notice of Guaranteed Delivery included as Schedule A hereto (together, the “**Offer Documents**”) contain important information that should be read before any decision is made with respect to the Offer. In particular, see “Forward-Looking Statements” and “Market and Trading Information” for a discussion of certain factors you should consider in connection with the Offer.

### **OFFER AND DISTRIBUTION RESTRICTIONS**

**The Company has not filed this Offer to Purchase with, and it has not been reviewed by, any federal or state securities commission or regulatory authority of any country. No authority has passed upon the accuracy or adequacy of this Offer to Purchase, and it is unlawful and may be a criminal offense to make any representation to the contrary. No person has been authorized to give any information or to make any representations other than those contained or incorporated by reference in this Offer to Purchase. Holders must comply with all laws that apply to them in connection with this Offer to Purchase. Holders must also obtain any consents or approvals that they need in order to tender Notes pursuant to the Offer. None of the Company, the Dealer Manager, the Information and Tender Agent or the Trustee is responsible for Holders’ compliance with these legal requirements.**

**This Offer to Purchase does not constitute an offer to purchase or a solicitation of an offer to sell Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or blue sky laws. In those jurisdictions where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of the Company, by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase nor any purchase of Notes will, under any circumstances, create any implication that the information contained in this Offer to Purchase is current as of any time subsequent to the date of such information.**

## INDICATIVE TIMETABLE

Please note the following important dates and times relating to the Offer. Each date and time is indicative only and is subject to change as a result of any extension, withdrawal, termination or amendment as set out under “The Offer— Conditions of the Offer” and “The Offer—Extension, Amendment and Termination.”

None of the Company, the Dealer Manager, the Information and Tender Agent or the Trustee represent or warrant that any of the events referred to below will take place as and/or when described, including, subject to applicable law, any publications or announcements via DTC, nor shall they be liable for any failure of DTC to deliver any notices to Holders or beneficial owners of the Notes or of any news service to publish a notice.

**Holders are advised to check with the broker, dealer, bank, custodian, trust company, or other service provider or nominee through which they hold their Notes as to the deadlines by which such intermediary would require receipt of instructions from Holders to participate in, or to withdraw their instructions to participate in, the Offer in accordance with the terms and conditions of the Offer as described in this Offer to Purchase in order to meet the deadlines set out below and the corresponding deadlines set by DTC.**

Event	Date and Time	Action
Commencement Date .....	November 6, 2019.	<p>Commencement of the Offer upon the terms and subject to the conditions set forth in this Offer to Purchase.</p> <p>Notice is provided through a press release via a widely disseminated news service prior to 10:00 a.m., New York City time, and furnished to the Securities and Exchange Commission (the “SEC”) under cover of Form 8-K prior to 12:00 noon, New York City time.</p> <p>Notice is delivered through DTC for communication to persons shown in the records of DTC as direct participants holding interests in the Notes. Offer Documents are made available (subject to the restrictions set out in “Offer and Distribution Restrictions”) from the Information and Tender Agent and at an Internet address contained in the launch press release.</p>
Withdrawal Deadline.....	5:00 p.m., New York City time on November 13, 2019.	<p>The deadline for Holders to validly withdraw Notes tendered before this date and time, unless otherwise extended as described herein. Notes tendered before this date and time, but not validly withdrawn before this date and time, may not be withdrawn thereafter, except to the extent set forth below or as required by law.</p> <p>In addition, if the Offer is extended, the Withdrawal Deadline will be extended, subject to applicable law, to the earlier of the (i) Expiration Time (as extended) and (ii) the tenth Business Day after the</p>

Event	Date and Time	Action
		Commencement Date. The Notes may also be validly withdrawn in the event the Offer has not been consummated within sixty Business Days after the Commencement Date.
Expiration Time.....	5:00 p.m., New York City time, November 13, 2019, unless extended or earlier terminated by the Company in its sole discretion.	The last day and time for Holders to tender Notes pursuant to the Offer in order to qualify for payment of the applicable Tender Consideration on the Settlement Date.
Deadline for Guaranteed Delivery.....	5:00 p.m., New York City time, November 15, 2019.	The delivery of Notes tendered by guaranteed delivery procedures must be made no later than 5:00 p.m. on November 15, 2019.
Settlement Date .....	The Settlement Date is expected to be November 18, 2019, subject to any extensions.	Payment of the applicable Tender Consideration plus Accrued Interest for all Notes validly tendered and accepted for purchase by the Company, including the Notes tendered using the guaranteed delivery procedures.

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## IMPORTANT INFORMATION

**This Offer to Purchase and the documents incorporated by reference herein contain important information which should be read carefully before any decision is made with respect to a tender of Notes pursuant to the Offer. If any Holder is in any doubt as to the action it should take or is unsure of the impact of the Offer, it should seek its own financial and legal advice, including as to any tax consequences, from its broker, bank manager, attorney, accountant or other independent financial or legal adviser. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to tender Notes in the Offer. None of the Company, the Dealer Manager, the Information and Tender Agent, or the Trustee (or any of their respective directors, employees or affiliates) is providing Holders with any legal, business, tax or other advice in this Offer to Purchase, or making any recommendation as to whether or not Holders should tender, or refrain from tendering, Notes in the Offer, and none of them has authorized any person to make any such recommendation. Holders should consult with their own advisers as needed to assist them in making an investment decision and to advise them whether they are legally permitted to tender Notes for cash.**

In making their decision whether to tender their Notes, Holders must rely on their own examination of the Company and the information contained in this Offer to Purchase, including their own determination of the merits and risks involved in participating in the Offer. None of the Company, the Dealer Manager, the Information and Tender Agent or the Trustee has expressed any opinion as to whether the terms of the Offer are fair. None of the Company, the Dealer Manager, the Information and Tender Agent or the Trustee makes any recommendation as to whether Holders should tender Notes or refrain from doing so pursuant to the Offer. Holders must make their own decision as to whether to tender Notes or refrain from doing so and, if they wish to tender any Notes, the principal amount of such Notes to tender. Any decision to participate in the Offer will involve certain risks including, among others, those described in “Forward-Looking Statements” and “Market and Trading Information.”

Each Holder who desires to tender Notes should follow the procedures set forth in this Offer to Purchase under “The Offer—Procedures for Tendering Notes.” All Holders who hold Notes through a broker, dealer, commercial bank, trust company or other nominee and who wish to tender such Notes must contact the broker, dealer, commercial bank, trust company or other nominee and instruct them to tender such Notes.

**Tenders of Notes may be validly withdrawn prior to the Withdrawal Deadline, but may not be validly withdrawn after such time, except as otherwise set forth herein or as required by applicable law.**

All of the Notes are held in book-entry form through the facilities of DTC. Unless the context otherwise requires, all references in this Offer to Purchase to a “Holder” are to each person who is shown in the records of DTC as a holder of Notes. In the event of a termination of the Offer or a valid withdrawal of Notes from the Offer, Notes tendered through DTC will be credited to the Holder through DTC.

Because only registered holders of Notes may tender Notes, beneficial owners of Notes must instruct the broker, dealer, commercial bank, trust company or other nominee that holds Notes on their behalf to tender Notes on such beneficial owners’ behalf. DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were Holders.

**If you decide to tender your Notes, you must do so in accordance with the procedures set forth under “The Offer— Procedures for Tendering Notes.”**

To effectively tender Notes, DTC participants must deliver their Notes or electronically transmit their acceptance, and thereby tender Notes, through DTC’s Automated Tender Offer Program (“ATOP”). Delivery of the Agent’s Message (as defined below under the caption “The Offer—Procedures for Tendering Notes”) by DTC will satisfy the terms of the Offer related to delivery procedures. If any Holder desires to tender its Notes and (1) such

Holder cannot comply with the procedure for book-entry transfer or (2) such Holder cannot deliver the other required documents to the Information and Tender Agent by the Expiration Time, such Holder must tender its Notes according to the guaranteed delivery procedure specified in “The Offer—Procedures for Tendering Notes” below, including delivery of the “Notice of Guaranteed Delivery.”

**Beneficial owners of Notes are advised to check with any bank, securities broker or other intermediary through which they hold Notes regarding when such intermediary would need to receive instructions from a beneficial owner of Notes in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in, the Offer, by the deadlines specified in this Offer to Purchase. The deadlines set by any such intermediary and/or DTC for the submission and withdrawal of tender instructions will necessarily be earlier than the relevant deadlines specified in this Offer to Purchase.**

A beneficial owner of Notes tendered by tendering Holders will not be obligated to pay brokerage fees or commissions to the Dealer Manager, the Information and Tender Agent, the Trustee or the Company. Beneficial owners whose Notes are registered in the name of a nominee must contact such nominee to ascertain whether such beneficial owner will be charged a fee by the nominee for tendering its Notes. Beneficial owners should check whether their brokers or custodians will charge any fees.

U.S. Bank National Association, as the indenture trustee with respect to the Notes (the “**Trustee**”), has not independently verified, makes no representation or warranty, express or implied, regarding, and assumes no responsibility for, the accuracy or adequacy of the information provided herein. The Trustee will conclusively rely on the results of the Offer as reported by the Information and Tender Agent and the Company, and the Trustee will have no liability in connection therewith.

Any questions, requests for assistance or requests for additional copies of this Offer to Purchase should be directed to D.F. King & Co., Inc., which is acting as information agent and tender agent (in such respective capacities, the “**Information and Tender Agent**”), at one of its telephone numbers set forth on the back cover page of this Offer to Purchase. You may also contact the Dealer Manager at its telephone numbers set forth on the back cover page of this Offer to Purchase or your broker, dealer, or other similar nominee for assistance concerning the terms of the Offer.

Requests for additional copies of this Offer to Purchase and requests for assistance relating to the procedures for tendering Notes may be directed to the Information and Tender Agent at the address and telephone numbers on the back cover page of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Offer may be directed to the Dealer Manager at the address and telephone numbers on the back cover page of this Offer to Purchase. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance regarding the Offer.

References herein to “\$” or “dollars” are to the lawful currency of the United States unless otherwise noted.

**The Offer is not being made to, and tenders will not be accepted from or on behalf of, Holders in any jurisdiction in which the making or the acceptance of the Offer or the purchase of Notes would not be in compliance with the laws of such jurisdiction.**



## **FORWARD-LOOKING STATEMENTS**

In addition to historical information, this Offer to Purchase, including the documents incorporated by reference herein, contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Such statements contained in this Offer to Purchase or incorporated by reference herein are based upon current expectations that involve risks and uncertainties. Any statements contained in this Offer to Purchase or incorporated by reference herein that are not statements of historical fact may be deemed to be forward-looking statements. For example, the words “believes,” “anticipates,” “plans,” “expects,” “intends” and similar expressions are intended to identify forward-looking statements. The Company’s actual results and the timing of certain events may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such a discrepancy include, but are not limited to, those discussed in the “Market and Trading Information” section of this Offer to Purchase and under the heading “Risk Factors” in the documents incorporated by reference herein. The Company claims the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995 for all forward-looking statements. All forward-looking statements contained in this Offer to Purchase or incorporated by reference herein are based on information available to the Company as of the date of such statements and the Company assumes no obligation to update any such forward-looking statements.

## **WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE**

The Company files annual, quarterly and current reports, proxy statements and other information with the SEC. Its SEC filings are also available to the public at the SEC's website at [www.sec.gov](http://www.sec.gov).

Statements included or incorporated by reference in this Offer to Purchase as to the contents of any contract or other document are not necessarily complete, and in each instance the Company refers you to the copy of the contract or document filed as an exhibit to a document incorporated or deemed to be incorporated by reference in this Offer to Purchase, each such statement being qualified in all respects by such reference.

The SEC allows the Company to incorporate by reference the information it files with them, which means that the Company can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this Offer to Purchase, and information that the Company files later with the SEC will automatically update and supersede this information. The Company incorporates by reference the documents listed below and any future filings it makes with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the Expiration Time:

- Annual Report on Form 10-K for the year ended December 31, 2018, including portions of the Company's Definitive Proxy Statement on Schedule 14A filed on April 17, 2019, to the extent specifically incorporated by reference in such Annual Report on Form 10-K;
- Quarterly Reports on Form 10-Q for the quarters ended March 31, 2019, June 30, 2019 and September 30, 2019; and
- Current Reports on Form 8-K filed on February 25, 2019, March 4, 2019, March 13, 2019, April 3, 2019, June 4, 2019, July 1, 2019, October 3, 2019, October 8, 2019 and October 9, 2019.

The Company is not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed filed with the SEC, including any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or certain exhibits furnished pursuant to Item 9.01 of Form 8-K.

You may request, and the Company will provide you with, a copy of these filings, at no cost, by calling the Company at (650) 598-6000 or by writing to the Company at the following address:

Equinix, Inc.  
One Lagoon Drive  
Redwood City, CA 94065  
Attn: Investor Relations

## SUMMARY

The following summary is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase. Each undefined capitalized term used in this Summary has the meaning set forth elsewhere in this Offer to Purchase.

The Company ..... Equinix, Inc., a Delaware corporation.

The Notes.....	CUSIP/ISIN	Title of Security	Principal Amount Outstanding
	29444U AN6 / US29444UAN63	5.375% Senior Notes due 2022	\$750,000,000
	29444U AM8 / US29444UAM80	5.375% Senior Notes due 2023	\$1,000,000,000
	29444U AP1/ US29444UAP12	5.750% Senior Notes due 2025	\$500,000,000

The Offer ..... The Company is offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of the outstanding Notes.

Tender Consideration..... The Tender Consideration for each \$1,000 principal amount of Notes tendered and accepted for payment will be as follows:

Title of Security	Tender Consideration
5.375% Senior Notes due 2022	\$1,018.00
5.375% Senior Notes due 2023	\$1,020.72
5.750% Senior Notes due 2025	\$1,033.00

Purpose of the Offer.....	The purpose of the Offer is to retire and cancel the Notes tendered hereby.
Expiration Time .....	The Expiration Time will be at 5:00 p.m., New York City time, on November 13, 2019, unless extended or the Offer is earlier terminated by the Company in its sole discretion.
Deadline for Guaranteed Delivery.....	The delivery of Notes tendered by the guaranteed delivery procedures must be made no later than 5:00 p.m. on November 15, 2019, unless extended.
Accrued Interest.....	Subject to the terms and conditions of the Offer, in addition to the applicable Tender Consideration, Holders who validly tender and do not validly withdraw their Notes and whose Notes are accepted for purchase pursuant to the Offer will also be paid on the Settlement Date accrued and unpaid interest for the applicable series of Notes from the applicable last interest payment date up to, but excluding, the Settlement Date.
Settlement Date.....	The Settlement Date is expected to be November 18, 2019, unless extended.
Conditions of the Offer.....	The Company's obligations to accept for purchase, and pay for, validly tendered Notes that have not been validly withdrawn are subject to, and conditioned upon, satisfaction or, where applicable, waiver of the Financing Condition and the other conditions listed under "The Offer—Conditions of the Offer," (such additional Considerations, the " <b>General Conditions</b> "). The Offer is not conditioned on any minimum amount of Notes being tendered or the consummation of other offers. Subject to applicable law, the Company expressly reserves its right, in its sole discretion, to terminate the Offer at any time.
How to Tender Notes.....	See "The Offer—Procedures for Tendering Notes." For further information, call the Information and Tender Agent, the Dealer Manager or consult your broker, dealer, commercial bank or trust company for assistance.
Withdrawal Rights .....	Notes tendered may be withdrawn at any time prior to the Withdrawal Deadline, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law (as determined by the Company).
Income Tax Considerations .....	See "Certain United States Federal Income Tax Consequences" for a discussion of certain U.S. federal income tax consequences applicable to the Offer.
Dealer Manager .....	Goldman Sachs & Co. LLC is acting as Dealer Manager in connection with the Offer. The Dealer Manager's contact information appears on the back cover of this Offer to

Purchase.

Information and Tender Agent ..... D.F. King & Co., Inc. is serving as Information and Tender Agent in connection with the Offer. Requests for additional copies of this Offer to Purchase should be directed to the Information and Tender Agent. Its contact information appears on the back cover of this Offer to Purchase.

Offer Website The website, [www.dfking.com/equinix](http://www.dfking.com/equinix), is operated by the Information and Tender Agent for the purpose of the Offer, access to which is subject to the offer and distribution restrictions referred to in “Offer and Distributions Restrictions” in this Offer to Purchase.

**ALL DOCUMENTATION RELATING TO THE OFFER, TOGETHER WITH ANY UPDATES, WILL BE AVAILABLE VIA THE OFFER WEBSITE: [WWW.DFKING.COM/EQUINIX](http://WWW.DFKING.COM/EQUINIX).**

## **EQUINIX, INC.**

Equinix connects more than 9,800 companies directly to their customers and partners inside the world's most interconnected data centers. Today, businesses leverage the Equinix interconnection platform in 52 strategic markets across the Americas, Asia-Pacific, and Europe, the Middle East and Africa ("EMEA").

Platform Equinix<sup>™</sup> combines a global footprint of state-of-the-art International Business Exchange<sup>™</sup> ("IBX®") data centers, a variety of interconnection solutions, unique ecosystems and expert support. Together these components accelerate business growth and opportunity for our customers by securing their infrastructure and applications closer to their people, clouds, locations and data. This enables customers to improve performance with cost-effective and scalable interconnections, work with vendors to deploy new technologies such as cloud computing, and collaborate with the widest variety of partners and customers to achieve their ambitions.

Equinix operates as a real estate investment trust for federal income tax purposes ("REIT").

Equinix was incorporated in Delaware in June 1998. Its corporate headquarters is located at One Lagoon Drive Redwood City, CA 94065 and its telephone number at that address is (650) 598-6000. Its website is located at [www.equinix.com](http://www.equinix.com). Information contained on or accessible through this website is not part of this Offer to Purchase.

### **PURPOSE OF THE TENDER OFFER**

The purpose of the Offer is to retire and cancel the Notes tendered hereby.

## **DESCRIPTION OF DEBT FINANCING**

Concurrently with this Offer, the Company has commenced the Debt Financing, all or a portion of the net proceeds of which may be used to pay the applicable Tender Consideration to all Holders of Notes accepted for purchase pursuant to the Offer, plus Accrued Interest and costs and expenses incurred in connection therewith. The Debt Financing is expected to be consummated on the Settlement Date, but the timing of the consummation, if any, of the Debt Financing will depend on market conditions and other factors. The Company cannot assure you that it will complete the Debt Financing in a timely fashion, or at all, and its obligation to accept for purchase and pay for the Notes validly tendered pursuant to the Offer is conditioned upon satisfaction or waiver of the Financing Condition and the other General Conditions.

This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy any securities or other financial instruments which may be issued or otherwise incurred in connection with the proposed Debt Financing.



## SOURCES AND AMOUNTS OF FUNDS

The Company is offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of the Notes. The Company may use all or a portion of the net proceeds from the proposed Debt Financing, together with cash on hand, if needed, to pay the applicable Tender Consideration, Accrued Interest and costs and expenses in connection with the Offer to all Holders whose Notes are validly tendered and not withdrawn and accepted for purchase by the Company pursuant to the Offer. The Company reserves the right to redeem or otherwise repurchase any Notes that are not tendered and accepted for purchase in the Offer in accordance with the terms of the indenture (including any applicable supplemental indenture) governing the applicable series of Notes (each, an “**Indenture**”). Notwithstanding the foregoing, the Company does not expect to redeem the 2022 Notes pursuant to the terms of the applicable Indenture prior to January 1, 2020 in any event.

## THE OFFER

### General

On the terms and subject to the conditions described in this Offer to Purchase, the Company is offering to purchase from Holders for cash any and all of the Notes tendered to it for the applicable Tender Consideration, plus Accrued Interest on such Notes, payable on the Settlement Date.

Subject to the terms and conditions of the Offer, Holders that validly tender and do not withdraw their Notes at or before the Expiration Time will receive the applicable Tender Consideration, plus Accrued Interest on their purchased Notes on the Settlement Date. Only Notes that are validly tendered in accordance with the procedures set forth herein at or before the Expiration Time (including using the guaranteed delivery procedures set forth herein) will, upon the terms and subject to the conditions hereof, be eligible for acceptance by the Company and, if so accepted, payment will be made therefor on the Settlement Date. No such payments will be made with respect to the Notes if the Offer is terminated. All conditions to the Offer, if any Notes are to be accepted for purchase promptly after the Expiration Time, will be either satisfied or waived by the Company prior to or concurrently with the expiration of the Offer at the Expiration Time.

Except to the extent required by applicable law or as provided below, Notes may only be withdrawn in accordance with the procedures specified under “—Withdrawal of Tenders” prior to the Withdrawal Deadline. In the event of a termination of the Offer, all Notes tendered pursuant to the Offer will be promptly returned to the tendering Holders. The Company and/or its affiliates may seek to acquire any Notes that remain outstanding following termination or expiration of the Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers, by redemption under the terms of the Indenture or otherwise, upon such terms and at such prices as the Company or such affiliates may determine, which may be more or less than the price to be paid pursuant to the Offer and could be for cash or other consideration. Notwithstanding the foregoing, the Company does not expect to redeem the 2022 Notes pursuant to the terms of the applicable Indenture prior to January 1, 2020 in any event.

The Company’s obligation to accept and pay for Notes validly tendered pursuant to the Offer is conditioned upon satisfaction of certain conditions set forth in “—Conditions of the Offer.” Subject to applicable securities laws and the terms set forth in the Offer, the Company has the right, (i) to waive or modify in whole or in part any and all conditions to the Offer, including the Financing Condition, (ii) to extend the Withdrawal Deadline or Expiration Time, (iii) to modify or terminate the Offer or (iv) otherwise amend the Offer in any respect. The rights reserved by the Company in this paragraph are in addition to its rights to terminate the Offer described in “— Conditions of the Offer.”

Any amendment to the Offer will apply to all Notes tendered in the Offer. Any extension or amendment of the Withdrawal Deadline or the Expiration Time will be followed as promptly as practicable by public announcement thereof, the announcement in the case of an extension of the Expiration Time to be issued no later than 9:00 a.m., New York City time, on the next Business Day after the previously-scheduled Expiration Time.

If the Company makes a material change in the terms of the Offer or the information concerning such Offer, it will disseminate additional offering materials and extend such Offer to the extent required by law.

### Tender Consideration

Holders who have tendered and not validly withdrawn their Notes at or prior to the Expiration Time will be entitled to receive the applicable Tender Consideration set forth below per \$1,000 principal amount of Notes validly tendered and not validly withdrawn and accepted for purchase by the Company, plus Accrued Interest on such Notes:

<b>Title of Security</b>	<b>Tender Consideration<sup>(1)</sup></b>
5.375% of Senior Notes due 2022	\$1,018.00
5.375% of Senior Notes due 2023	\$1,020.72
5.750% of Senior Notes due 2025	\$1,033.00

- (1) Per \$1,000 principal amount of Notes validly tendered and not validly withdrawn. Does not include Accrued Interest.

### **Accrued Interest**

An amount equal to the accrued and unpaid interest on any Notes validly tendered and not validly withdrawn and accepted for purchase by the Company will also be paid as consideration in respect of all Notes validly tendered and delivered and accepted for purchase by the Company pursuant to the Offer. The Accrued Interest will be calculated from, and including, the immediately preceding interest payment date for the applicable series of Notes to, but excluding, the Settlement Date.

The Company will calculate the applicable Accrued Interest in respect of all Notes, and its calculation will be final and binding, absent manifest error.

### **Conditions of the Offer**

Notwithstanding any other provision of the Offer, and in addition to (and not in limitation of) the right, subject to applicable law, of the Company to terminate, extend or amend the Offer, in its sole discretion, as the case may be, the Company will not be obligated to accept for purchase, and pay for, validly tendered and not validly withdrawn Notes pursuant to the Offer if the Financing Condition or the General Conditions have not been satisfied or, where possible, waived with respect to the Offer. The Offer is not conditioned upon any minimum principal amount of the Notes being tendered.

#### ***Financing Condition***

The Financing Condition must be satisfied or waived for the Offer to be consummated. This means that the Company's obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Offer is subject to the receipt by the Company of proceeds from a proposed offering of debt securities on terms, and in an amount, satisfactory to the Company, in its sole discretion, or the waiver of such condition.

#### ***General Conditions***

For purposes of the foregoing provisions, all of the "**General Conditions**" set forth below will be deemed to have been satisfied at the Expiration Time, unless any of the following conditions shall have occurred and be continuing after the date of this Offer to Purchase and before such Expiration Time:

- (i) any general suspension of trading in, or limitation on prices for, securities in the United States securities or financial markets, (ii) a material impairment in the trading market for debt securities, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (v) any attack on, outbreak or escalation of hostilities or acts of terrorism involving the United States that would reasonably be expected to have a materially disproportionate effect on the business, operations, condition or prospects of the Company (or its subsidiaries), in each case relative to other companies in the same industry or (vi) any significant adverse change in the United States securities

or financial markets generally or, in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof;

- the existence of an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the reasonable judgment of the Company, would or would be reasonably likely to prohibit, prevent or materially restrict or delay consummation of the Offer, as the case may be, or that is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Company or its subsidiaries;
- any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Offer, as the case may be, or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Offer or otherwise adversely affects the Offer in any material manner;
- there exists any other actual or threatened legal impediment to the Offer, as the case may be, or any other circumstances that would materially adversely affect the transactions contemplated by the Offer or the contemplated benefits of such Offer to the Company or its subsidiaries;
- an event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Offer, as the case may be, or materially impair the contemplated benefits of the Offer;
- the Trustee objects in any respect to, or takes any action that would be reasonably likely to materially and adversely affect, the consummation of the Offer, as the case may be, or takes any action that challenges the validity or effectiveness of the procedures used by the Company with respect to the making of the Offer or the acceptance of the Notes. or
- there shall be any change or changes that have occurred or are threatened in the business, condition (financial or other), assets, income, operations, prospects, policies, or debt or stock ownership of the Company or its subsidiaries that, in the Company's judgment, is or could be material to the Company or its subsidiaries or otherwise make it inadvisable to proceed with the Offer.

The conditions described above are solely for the benefit of the Company and may be asserted by the Company regardless of the circumstances giving rise to any such condition, and, where possible, may be waived by the Company, in whole or in part, at any time and from time to time before the Settlement Date. The failure at any time by the Company to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

If the Company terminates the Offer, the Company will give written notice thereof to the Information and Tender Agent, and all of the Notes theretofore tendered pursuant to the Offer and not validly withdrawn will be returned promptly to the tendering Holders. See “—Extension, Amendment and Termination” below.

### **Procedures for Tendering Notes**

The Company, in its sole discretion, will determine all questions as to the form of documents and validity, eligibility (including time of receipt), acceptance for payment and withdrawal of tendered Notes, and such determination will be final and binding. The Company reserves the absolute right to reject any and all tenders of Notes that it determines are not in proper form or the acceptance for payment of or payment for which may, in the opinion of its counsel, be unlawful. The Company also reserves the absolute right in its sole discretion to waive any of the conditions of the Offer or any defect or irregularity in the tender of Notes by any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders, and the Company's

interpretation of the terms and conditions of the Offer will be final and binding. Any defect, irregularity or delay must be cured within such time (if any) as the Company determines, unless waived by it. Tenders of Notes will be deemed not to have been made until such defects, irregularities or delays have been so cured or waived. None of the Company, the Dealer Manager, the Information and Tender Agent, the Trustee or any other person, will be under any duty to give notification of any defects or irregularities in tenders or withdrawals or any notices of withdrawal or will incur any liability for failure to give any such notification.

### ***How to Tender Notes; Book-Entry Delivery of Notes; Tender through ATOP***

The Information and Tender Agent will establish accounts with respect to the Notes at DTC for purposes of the Offer. The Information and Tender Agent and DTC have confirmed that the Offer is eligible for ATOP, whereby a financial institution that is a participant in DTC's system may tender Notes by making book-entry delivery of Notes by causing DTC to transfer Notes into an ATOP account.

To effectively tender Notes, Holders should, through a DTC participant, transmit their acceptance through ATOP, and DTC will then edit and verify the acceptance and send an Agent's Message to the Information and Tender Agent for its acceptance. The term "**Agent's Message**" means a message, transmitted by DTC to, and received by, the Information and Tender Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating that such participant has accepted the Offer and agrees to be bound by the terms, conditions and provisions of such Offer. An Agent's Message and any other required documents must be transmitted to, and received by, the Information and Tender Agent before the Expiration Time. Delivery of the Agent's Message by DTC will satisfy the terms of the Offer. By tendering its Notes, a Holder will be deemed to have delivered a binding letter of transmittal making the representations, warranties and undertakings specified below under "—Representations, Warranties and Undertakings; Acceptance by the Company Constitutes an Agreement." There is no letter of transmittal in connection with the Offer.

The delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Information and Tender Agent, until receipt by the Information and Tender Agent of timely confirmation of a book-entry transfer of such Notes into the Information and Tender Agent's account at DTC and a properly transmitted Agent's Message, together with all accompanying evidences of authority and any other required documents in a form satisfactory to the Company. The method of delivery of the Notes and all other required documents, including delivery through DTC and acceptance of an Agent's Message transmitted through ATOP, is at the option and risk of the tendering Holder. In all cases, sufficient time should be allowed for such documents to reach the Information and Tender Agent prior to the Expiration Time in order to be eligible to receive the applicable Tender Consideration. Any charges, costs and expenses charged to Holders or any intermediary shall be borne by such Holders.

Holders are advised to check with any bank, securities broker or other intermediary through which they hold Notes whether such intermediary would require receipt of instructions to participate in, or revoke their instruction to participate in, the Offer before the deadlines specified in this Offer to Purchase. The deadlines set by DTC for the submission and withdrawal of tender instructions will be earlier than the relevant deadlines specified in this Offer to Purchase.

Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in at least the Minimum Authorized Denomination of \$2,000 principal amount. The Agent's Message and any Notice of Guaranteed Delivery should be sent to the Information and Tender Agent and not to the Company, the Dealer Manager or the Trustee. The Information and Tender Agent will not accept any materials other than the Agent's Message and, if applicable, the Notice of Guaranteed Delivery.

### ***Guaranteed Delivery Procedure for Notes***

If a Holder chooses to tender Notes in the Offer and the Holder's Notes are not immediately available or the Holder cannot deliver the Notes to the Information and Tender Agent prior to the Expiration Time, or the Holder cannot complete the procedures for book-entry transfer on a timely basis or if the time will not permit all required documents to reach the Information and Tender Agent before the Expiration Time, such tender may still be effected if all of the following conditions are met:

- the tender is made by or through an Eligible Institution (as defined below);
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Company, attached as Schedule A hereto, is received by the Information and Tender Agent, as provided below, before the Expiration Time; and
- a book-entry confirmation, together with an Agent's Message, are received by the Information and Tender Agent no later than two Business Days after the Expiration Time.

The Notice of Guaranteed Delivery may be transmitted in accordance with the ATOP procedures of DTC. If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the DTC participant will be bound by the terms of the Offer, including the Notice of Guaranteed Delivery. The Settlement Date for Notes tendered using guaranteed delivery procedures is expected to be November 18, 2019.

**"Eligible Institution"** means a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, 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(a)(2) under the Exchange Act. In the Offer Documents, the term "Business Day" means any day, other than Saturday, Sunday or a federal holiday.

Foreign Holders that want to tender using a guaranteed delivery process should contact their brokers or the Information and Tender Agent.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN 5:00 P.M. ON NOVEMBER 15, 2019, WHICH IS TWO BUSINESS DAYS FOLLOWING THE EXPIRATION TIME; PROVIDED, THAT INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE FOR ALL NOTES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE, AND UNDER NO CIRCUMSTANCES WILL THE COMPANY PAY ADDITIONAL INTEREST ON THE TENDER OFFER CONSIDERATION AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY IN THE GUARANTEED DELIVERY PROCEDURES.

### ***Backup Withholding***

To prevent U.S. federal income tax backup withholding, each tendering Holder of Notes that is a U.S. Holder (as defined herein) or an entity treated as a domestic partnership for U.S. federal income tax purposes must (1) provide such Holder's correct taxpayer identification number ("**TIN**") and certify that such Holder is not subject to U.S. federal income tax backup withholding by properly completing an Internal Revenue Service ("**IRS**") Form W-9, or (2) otherwise establish a basis for exemption from backup withholding. Each Holder that is a Non-U.S. Holder (as defined herein) or an entity treated as a non-U.S. partnership for U.S. federal income tax purposes must generally submit a properly completed IRS Form W-8 (generally IRS Form W-8BEN or IRS Form W-8BEN-E, or in the case of a non-U.S. partnership, an IRS Form W-8IMY) to avoid backup withholding. IRS forms may be obtained at the IRS website at [www.irs.gov](http://www.irs.gov). See "Certain United States Federal Income Tax Consequences."

**The Notice of Guaranteed Delivery should be sent to the Information and Tender Agent and not to the**

**Company, the Dealer Manager or the Trustee.**

***Representations, Warranties and Undertakings; Acceptance by the Company Constitutes an Agreement***

By tendering your Notes through DTC and delivering an Agent's Message through ATOP or Notice of Guaranteed Delivery, you will be deemed to have delivered a binding letter of transmittal agreeing with, acknowledging, representing, warranting and undertaking to the Company, the Information and Tender Agent and the Dealer Manager substantially the following, on each of the Expiration Time and the Settlement Date (if you are unable to give these agreements, acknowledgements, representations, warranties and undertakings, you should contact the Dealer Manager or the Information and Tender Agent immediately):

(1) Subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, you irrevocably constitute and appoint the Information and Tender Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Information and Tender Agent also acts as the agent of the Company) with respect to such tendered Notes, with full powers of substitution, resubstitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to, or upon the order of, the Company, (b) present such Notes for transfer of ownership on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Information and Tender Agent will have no rights to, or control over, funds from the Company, except as agent of you and any other tendering Holders, for the applicable Tender Consideration, plus any Accrued Interest, of Notes tendered pursuant to the Offer, as determined pursuant to the terms of this Offer to Purchase, for any tendered Notes that are purchased by the Company).

(2) You understand that tenders of Notes may be withdrawn by submission of a properly transmitted "Request Message" through ATOP to the Information and Tender Agent prior to the Withdrawal Deadline. In the event of a termination of the Offer, the Notes tendered pursuant to the Offer will be credited to the account maintained at DTC from which such Notes were delivered.

(3) You understand that tenders of Notes pursuant to any of the procedures described in this Offer to Purchase and acceptance of such Notes by the Company will constitute a binding agreement between you and the Company, upon the terms and subject to the conditions of this Offer to Purchase. You understand that validly tendered Notes (or defectively tendered Notes with respect to which the Company has or has caused such defect to be waived) will be deemed to have been accepted by the Company, if, as and when the Company gives oral or written notice thereof to the Information and Tender Agent.

(4) You have full power and authority to tender, sell, assign and transfer the Notes tendered and that when such tendered Notes are accepted for purchase and payment by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and together with all rights attached thereto. You will, upon request, execute and deliver any additional documents deemed by the Information and Tender Agent or by the Company to be necessary or desirable to complete the sale, assignment, transfer and cancellation of the Notes tendered or to evidence such power and authority.

(5) You have received this Offer to Purchase, and have reviewed and accepted the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the Offer, all as described in this Offer to Purchase, and have undertaken an appropriate analysis of the implications of the Offer without reliance on the Company, the Dealer Manager, the Information and Tender Agent. All authority conferred or agreed to be conferred shall not be affected by, and shall survive, your death or incapacity, and any of your obligations hereunder shall be binding upon your heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns.

(6) You understand that the Company will pay the applicable Tender Consideration, and the Accrued Interest, such Accrued Interest consisting of accrued and unpaid interest from, and including, the applicable last

interest payment date for the Notes to, but not including, the Settlement Date, with respect to the Notes that are accepted for purchase.

(7) You recognize that under certain circumstances set forth in this Offer to Purchase, the Company may terminate or amend the Offer or may postpone the acceptance for payment of, or the payment for, the Notes tendered or may not be required to purchase any of the Notes tendered.

(8) You are not a person to whom it is unlawful to make an invitation pursuant to the Offer under applicable securities laws.

(9) You understand that the receipt of an Agent's Message by DTC will constitute instructions to debit the securities account of the relevant direct participant on the Settlement Date in respect of all of the Notes that the relevant Holder has tendered in the Offer and that are accepted for purchase by the Company, upon receipt by DTC or of an instruction from the Information and Tender Agent to receive such Notes for the account of the Company and against credit of the relevant amount in cash from the Company equal to the applicable Tender Consideration and any Accrued Interest for such Notes, subject to the automatic revocation of those instructions on the date of any termination of the Offer (including where such Notes are not accepted for purchase by the Company) or the valid withdrawal of such tenders in the limited circumstances in which such withdrawal is permitted as set out in this Offer to Purchase.

(10) You will be deemed to agree that the delivery and surrender of any Notes is not effective, and the risk of loss of the Notes does not pass to the Information and Tender Agent, until receipt by the Information and Tender Agent of timely confirmation of book-entry transfer of such Notes into the Information and Tender Agent's account at DTC pursuant to the procedures set forth in this Offer to Purchase and an Agent's Message or properly completed and duly executed Notice of Guaranteed Delivery, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Company, in its sole discretion, which determination shall be final and binding.

(11) You request that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name of, and delivered by credit to, the account of DTC.

(12) You have observed (and will observe) the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid (or will pay) any issue, transfer or other taxes or requisite payments due from you in each respect in connection with any offer or acceptance in any jurisdiction and that you have not taken or omitted to take any action in breach of the representations or which will or may result in the Company or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or tender of Notes in connection therewith.

(13) You acknowledge that none of the Company, the Dealer Manager, the Information and Tender Agent or the Trustee is making any recommendation as to whether or not you should tender Notes in response to the Offer.

(14) You acknowledge that effective upon the acceptance for purchase of, and payment for, the principal amount of Notes tendered in accordance with the terms and subject to the conditions of the Offer, you will have agreed to (a) irrevocably sell, assign and transfer to the Company, or upon the Company's order, all right, title and interest in and to all of the Notes tendered and accepted for purchase pursuant to the terms of the Offer, (b) waive any and all other rights with respect to such Notes (including, without limitation, any existing or past defaults and their consequences in respect of such Notes) and (c) to release and discharge the Company from any and all claims you may have now, or may have in the future, arising out of, or related to, such Notes, including, without limitation, any claims that you are entitled to receive additional principal or interest payments with respect to such Notes or to participate in any repurchase, redemption or defeasance of such Notes.

Your custodian or nominee, by delivering, or causing to be delivered, the tendered Notes and the Agent's



Message or Notice of Guaranteed Delivery to the Information and Tender Agent is representing and warranting that you, as owner of such Notes, have represented, warranted and agreed to each of the above. If you are unable to give the foregoing representations, warranties and undertakings, you should contact the Dealer Manager or the Information and Tender Agent.

The acceptance for payment by the Company of Notes tendered under the Offer will constitute a binding agreement between you and the Company upon the terms and conditions of the Offer as described in this Offer to Purchase.

### **Acceptance for Payment and Payment for the Notes**

Upon the terms and subject to the conditions of the Offer, the Company will notify the Information and Tender Agent, promptly after the Expiration Time, of which Notes tendered before the Expiration Time are accepted for purchase and payment pursuant to the Offer. For purposes of the Offer, the Company will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the Company has waived such defect) if, as and when the Company gives oral (promptly confirmed in writing) or written notice thereof to the Information and Tender Agent. With respect to tendered Notes that are to be returned to Holders, such Notes will be credited to the account maintained at DTC from which such Notes were delivered promptly following the Expiration Time or termination of the Offer.

Upon the terms and subject to the conditions of the Offer, the Company will accept for purchase, and pay for, Notes validly tendered pursuant to the Offer and not validly withdrawn upon the satisfaction or, where possible, waiver of the Financing Condition and General Conditions specified under “—Conditions of the Offer.” The Company will promptly pay for all Notes accepted for purchase. In all cases, payment for Notes accepted for purchase pursuant to the Offer will be made only after confirmation of book-entry transfer thereof.

If, for any reason (including if the Company chooses to do so), acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Offer is delayed, or the Company is unable to accept for purchase or to pay for validly tendered Notes pursuant to the Offer, then the Information and Tender Agent may, nevertheless, on behalf of the Company, retain the tendered Notes (which may not then be withdrawn), without prejudice to the Company’s rights as described under “—Extension, Amendment and Termination” and “—Conditions of the Offer” above and “—Withdrawal of Tenders” below, but subject to Rule 14e-1(c) under the Exchange Act, which requires that the Company pays the applicable consideration offered or return the Notes tendered promptly after the termination or withdrawal of the Offer.

If any tendered Notes are not accepted for payment for any reason pursuant to the terms and conditions of this Offer to Purchase, such Notes will be credited to the account maintained at DTC, from which such Notes were delivered promptly following the Expiration Time or termination of the Offer.

Holders of Notes tendered and accepted for payment pursuant to the Offer will be entitled to any Accrued Interest, consisting of accrued and unpaid interest on their Notes from, and including, the applicable last interest payment date to, but excluding, the Settlement Date, which will be payable on the Settlement Date. Under no circumstances will any additional interest be payable because of any delay by DTC in the transmission of funds to the Holders of purchased Notes, on the part of the guaranteed delivery procedures or otherwise.

The Company may transfer or assign, in whole or from time to time in part, to one or more of its affiliates or any third-party the right to purchase all or any of the Notes tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Company of its obligations under the Offer and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and not validly withdrawn and accepted for payment pursuant to the Offer.

A press release announcing the amount of Notes to be accepted for purchase pursuant to the Offer will be published as soon as practicable following the Expiration Time.

**All Notes not accepted for purchase will be promptly returned to Holders.**

### **Settlement Date**

Subject to the terms and conditions set forth herein, the Company expects to accept for purchase on November 13, 2019, the amount of Notes validly tendered at or prior to the Expiration Time, other than Notes tendered using the guaranteed delivery procedures. Subject to the terms and conditions set forth herein, the Company expects to accept for purchase on November 15, 2019, the amount of Notes that were validly tendered using the guaranteed delivery procedures.

Payment of the aggregate consideration for all such Notes is expected to be made on the Settlement Date on which date the Company will deposit with DTC the amount of cash necessary to pay the applicable Tender Consideration, plus any applicable Accrued Interest. All sales pursuant to the Offer will settle through the normal procedures of DTC.

### **Withdrawal of Tenders**

Tenders of Notes may be validly withdrawn at or prior to the Withdrawal Deadline but may not be validly withdrawn after such time, other than as set forth below or to the extent required by applicable law.

If the Offer is extended, the Withdrawal Deadline will be extended to the earlier of (i) the Expiration Time (as extended) and (ii) the tenth Business Day after the Commencement Date. The Notes may also be validly withdrawn in the event the Offer has not been consummated within sixty Business Days after the Commencement Date.

For a withdrawal of tendered Notes to be effective, a properly transmitted “Request Message” through ATOP must be received by the Information and Tender Agent at or prior to the Withdrawal Deadline. Any such notice of withdrawal must:

- specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes;
- contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes; and
- specify the name and number of the account at DTC to be credited with the withdrawn Notes. In addition, the Holder must otherwise comply with DTC procedures.

If you tendered your Notes through a custodian or nominee and wish to withdraw your Notes, you will need to make arrangements for withdrawal with your custodian or nominee. Your ability to withdraw the tender of your Notes will depend upon the terms of the arrangements you have made with your custodian or nominee and, if your custodian or nominee is not the direct participant of DTC tendering those Notes, the arrangements between your custodian or nominee and such direct participant of DTC, including any arrangements involving intermediaries between your custodian or nominee and such direct participant of DTC.

Through DTC, the Information and Tender Agent will return to tendering Holders all Notes in respect of which it has received valid withdrawal instructions at or prior to the Withdrawal Deadline promptly after it receives such instructions.

Withdrawal of Notes may only be accomplished in accordance with the foregoing procedures.

Any permitted withdrawal of Notes may not be rescinded. Any Notes validly withdrawn will thereafter be

deemed not validly tendered for purposes of the Offer; provided, however, that withdrawn Notes may be re-tendered by again following one of the appropriate procedures described herein at any time at or prior to the Expiration Time.

If the Company extends the Offer or is delayed in its acceptance for purchase of Notes or is unable to purchase Notes pursuant to the Offer for any reason, then, without prejudice to the rights of the Company hereunder, tendered Notes may be retained by the Information and Tender Agent on behalf of the Company and may not be withdrawn (subject to Rule 14e-1(c) under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the investor promptly after the termination or withdrawal of a tender offer), except as otherwise provided in this section.

**All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal will be determined by the Company, in its sole discretion (and this determination shall be final and binding). None of the Company, the Dealer Manager, the Information and Tender Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal, or incur any liability for failure to give any such notification.**

### **Extension, Amendment and Termination**

The Company may, in its sole discretion, extend the Withdrawal Deadline or the Expiration Time of the Offer for any purpose, including to permit the satisfaction or, where possible, waiver of the Financing Condition or the General Conditions of the Offer.

Any required announcements relating to the extension, amendment or termination of the Offer, or the Company's acceptance for payment of the Notes, shall be done as soon as practicable, and in the case of an extension of the Expiration Time, no later than 9:00 a.m., New York City time, on the next Business Day after the previously-scheduled Expiration Time. Announcements will be published by means of a news release via a press release on a widely disseminated news service and delivery of notices to DTC (with a copy to the Trustee) for communication to persons shown in the records of DTC as direct participants holding interests in the Notes, and, in certain cases, filed with the SEC under cover of Form 8-K.

All references in this Offer to Purchase to the Withdrawal Deadline or Expiration Time of the Offer refer to such Withdrawal Deadline or Expiration Time, as such date may be extended or terminated.

The Company expressly reserves the right, subject to applicable law, to:

- delay accepting the Notes, extend the Withdrawal Deadline or Expiration Time or terminate the Offer, at any time and not accept the Notes; and
- amend, modify or waive at any time, or from time to time, the terms of the Offer in any respect, including, by waiving, where possible, any conditions to consummation of the Offer.

If the Company exercises any such right with respect to the Notes, it will give written notice thereof to the Information and Tender Agent and the Trustee and will make a public announcement thereof as promptly as practicable and, in the case of an extension of the Expiration Time, no later than 9:00 a.m., New York City time, on the next Business Day after the previously-scheduled Expiration Time. In the case of a termination, all Notes theretofore tendered pursuant to the Offer will be returned promptly to the tendering Holders thereof.

The minimum period during which the Offer will remain open following material changes in the terms of the Offer or in the information concerning the Offer will depend upon the facts and circumstances of such change, including the materiality of the changes. If any of the terms of the Offer are amended in a manner determined by the Company to constitute a material change adversely affecting any Holder, the Company (i) may extend the Offer for a period that it deems appropriate, subject to applicable law, depending upon the significance of the amendment and the manner of disclosure to Holders, if the Offer would otherwise expire during such period, and (ii) subject to

applicable law, may extend withdrawal rights for a period that it deems appropriate to allow the relevant tendering Holders a reasonable opportunity to respond to such amendment.

In the event of any change to the applicable Tender Consideration or any other material change to the Offer, the Company will publish an announcement by means of a news release via a press release on a widely disseminated news service, and will deliver notices to DTC for communication to persons shown in the records of DTC as direct participants holding interests in the Notes (with a copy to the Trustee) at least five Business Days prior to the expiration of the Offer and at least three Business Days prior to expiration of any other material change to the Offer, in each case at or prior to 9:00 a.m., New York City time, on the first day of such five or three Business Day period, as applicable, and the Company will describe any change in the consideration being offered in a report on Form 8-K filed with the SEC prior to 12:00 noon, New York City time, on the first day of the aforementioned five Business Day period.

## **MARKET AND TRADING INFORMATION**

The Notes are not listed on any national or regional securities exchange. To the extent that Notes are validly tendered and accepted for purchase pursuant to the Offer, the trading market for Notes that remain outstanding after completion of the Offer is likely to become more limited than it is at present. To the extent a market continues to exist for the Notes, the Notes may trade at a discount compared to present trading prices depending on prevailing interest rates, the market for debt instruments with similar credit features, the Company's operating and financial performance and other factors. The extent of the market for the Notes and the availability of market quotations will depend upon the number of Holders, the interest in maintaining a market in the Notes on the part of securities firms and other factors. There is no assurance that an active market in the Notes will exist, and no assurance can be made as to the prices at which the Notes may trade after the consummation of the Offer.

A debt security which is part of a series with a small outstanding principal amount available for trading (a smaller "float") may command a lower price than would a comparable debt security of a series with a larger float. Therefore, the market price for Notes that are not tendered and accepted for purchase pursuant to the Offer may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Offer reduces the float. A reduced float may also make the trading price of Notes that are not purchased in the Offer more volatile.

## **SUBSEQUENT REDEMPTION OF THE NOTES**

The Company reserves the right, in its sole discretion, from time to time after the Offer, to purchase any Notes that are not tendered or accepted in the Offer through open market or privately negotiated transactions, one or more additional tender or exchange offers, by redemption under the terms of the Indenture applicable to such series of Notes or otherwise, in each case upon terms that may or may not differ materially from the terms of the Offer, although the Company has no legal obligation to do so. Notwithstanding the foregoing, the Company does not expect to redeem the 2022 Notes pursuant to the terms of the applicable Indenture prior to January 1, 2020 in any event.

The Notes are redeemable by the Company, in whole or in part, at redemption prices specified in the Indenture for the applicable series of Notes. The 2022 Notes are currently callable at a redemption price of 102.688% of the principal amount redeemed, decreasing on January 1, 2020, to 101.344% of the principal amount redeemed, and decreasing over time to 100.000% of the principal amount redeemed, in each case, plus accrued and unpaid interest to the applicable redemption date. The 2023 Notes are currently callable at a redemption price of 101.792% of the principal amount redeemed, decreasing on April 1, 2020, to 100.896% of the principal amount redeemed, and decreasing over time to 100.000% of the principal amount redeemed, in each case, plus accrued and unpaid interest to the applicable redemption date. The 2025 Notes are currently callable at a redemption price of 100.000% of the principal amount redeemed, plus the Applicable Premium, as defined in the Indenture applicable to the 2025 Notes, decreasing on January 1, 2020, to 102.875% of the principal amount redeemed, and decreasing over time to 100.000% of the principal amount redeemed, in each case, plus accrued and unpaid interest to the applicable redemption date. Notes not purchased will remain outstanding as the Company's obligations. This Offer to Purchase does not constitute a notice of redemption or an obligation to issue a notice of redemption or satisfy or discharge any of the Indenture.

After the Expiration Time, the Company and its affiliates may, from time to time, as permitted by applicable law, the applicable Indenture and the agreements governing the Company's then existing debt, purchase the Notes, other than pursuant to the Offer, through redemptions, open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon the terms and at the prices the Company may determine at that time (or as may be provided for in the Indenture), which may be materially different from the terms and prices offered in connection with the Offer. There can be no assurance as to which, if any, of these alternatives or combinations thereof the Company will choose to pursue in the future.

## CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following summary describes certain U.S. federal income tax consequences of the Offer to the beneficial owners of the Notes. This discussion does not describe any state, local or non-U.S. tax consequences or any U.S. federal tax consequences other than income tax consequences (such as estate or gift tax consequences). This discussion applies only to Notes held as capital assets and does not describe all of the U.S. federal income tax consequences that may be relevant to beneficial owners in light of their particular circumstances, including alternative minimum tax and Medicare contribution tax consequences, as well as differing tax consequences that may apply to beneficial owners subject to special rules such as:

- certain financial institutions;
- insurance companies;
- dealers and traders in securities or foreign currencies;
- tax-exempt entities;
- regulated investment companies and real estate investment trusts;
- persons holding Notes as part of a hedge, straddle or integrated transaction;
- persons who participate in the Debt Financing;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- partnerships or other entities classified as partnerships for U.S. federal income tax purposes or investors therein;
- U.S. expatriates; or
- persons subject to the special tax accounting rules under Section 451 of the Internal Revenue Code of 1986, as amended (the “Code”).

If an entity treated as a partnership for U.S. federal income tax purposes holds a Note, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. Partnerships holding the Notes and partners in such partnerships are urged to consult their tax advisors.

No ruling has been or will be sought from the Internal Revenue Service (the “IRS”) regarding any tax consequences relating to the matters discussed herein. Consequently, no assurance can be given that the IRS will not assert, or that a court would not sustain, a position contrary to any of those summarized below.

This disclosure is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations in effect as of the date hereof, changes to any of which subsequent to the date of this Offer to Purchase may affect the tax consequences described herein, possibly on a retroactive basis. You are urged to consult your tax advisor with regard to the application of the U.S. federal income tax laws to your particular situations as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction or any other U.S. federal tax laws, such as estate and gift tax laws or the Medicare tax on certain investment income.

### **Tax Consequences to Tendering U.S. Holders**

As used herein, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income

tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

*Sale of Notes Pursuant to the Offer.* Upon the Company's repurchase of a Note pursuant to an Offer, a U.S. Holder will recognize taxable gain or loss equal to the difference between the amount of cash received in exchange for the Note (other than cash attributable to accrued interest) and such U.S. Holder's adjusted tax basis in the Note. Generally, a U.S. Holder's adjusted tax basis in a Note will be equal to the cost of the Note to the U.S. Holder, increased by any market discount previously included in income by the U.S. Holder with respect to the Note and decreased by any amortized bond premium. Subject to the application of the market discount rules discussed in the next paragraph, any gain or loss will be capital gain or loss. Any capital gain or loss will be long-term capital gain or loss if the U.S. Holder held the Notes for more than one year at the time of the repurchase. Long-term capital gains of non-corporate U.S. Holders are generally eligible for reduced rates of taxation. The deductibility of capital losses for U.S. federal income tax purposes is subject to limitations. The cash received attributable to accrued interest that has not yet been included in a U.S. Holder's income will be taxable as ordinary interest income.

If a U.S. Holder acquired a Note at a "market discount" (i.e., at a price that is below the principal amount of the Note by at least a *de minimis* amount), any gain recognized by the U.S. Holder upon the repurchase of the Note pursuant to an Offer would be recharacterized as ordinary interest income to the extent of any accrued market discount that had not previously been included as ordinary income.

*Information Reporting and Backup Withholding.* Information returns will be filed with the IRS in connection with payments made with respect to the Offer (including any amounts attributable to accrued but unpaid interest). A U.S. Holder will be subject to U.S. backup withholding on such payments if the U.S. Holder fails to timely provide its correct taxpayer identification number and comply with certain certification procedures or otherwise establish an exemption from backup withholding. The amount of any backup withholding deducted from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

### **Tax Consequences to Tendering Non-U.S. Holders**

As used herein, the term "**Non-U.S. Holder**" means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- a nonresident alien individual;
- a foreign corporation; or
- a foreign estate or trust.

This discussion does not address Non-U.S. Holders who own, actually or constructively, 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote or who are controlled foreign corporations related to the Company. Additionally, this discussion does not describe the U.S. federal income tax consequences to Non-U.S. Holders who are individuals present in the United States for 183 days or more in the taxable year of disposition of the Notes. Such Non-U.S. Holders will generally be subject to special rules and are encouraged to consult their tax advisors regarding the U.S. federal income tax consequences applicable to their particular situation.

*Sale of Notes Pursuant to the Offer.* Subject to the discussion below concerning backup withholding, payments of principal, accrued interest and premium to any Non-U.S. Holder in exchange for Notes surrendered in the Offer generally should not be subject to U.S. federal income or withholding tax, provided that, in the case of any payments attributable to accrued interest, (i) the Non-U.S. Holder certifies on IRS Form W-8BEN or W-8BEN-E, as applicable, under penalties of perjury, that it is not a United States person and (ii) the payments are not effectively connected with the conduct of a trade or business in the United States, as discussed below. If a Non-U.S. Holder has not provided a properly executed IRS Form W-8BEN or W-8BEN-E, as applicable, any payments attributable to accrued interest to such Non-U.S. Holder that are not effectively connected with the conduct of a trade or business in the United States will be subject to U.S. federal withholding tax at a 30% rate.

*Effectively Connected Income.* If a Non-U.S. Holder of a Note is engaged in a trade or business in the United States, and if interest or gain on the Note is effectively connected with the conduct of that trade or business, unless an applicable income tax treaty provides otherwise, the Non-U.S. Holder will be exempt from the withholding tax referred to above and will generally be taxed in the same manner as a U.S. Holder (see “–Tax Consequences to Tendering U.S. Holders” above), except that the Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or other appropriate form) in order to receive payments attributable to accrued and unpaid interest free of withholding. A Non-U.S. Holder should consult its tax advisor with respect to other U.S. tax consequences of the disposition of Notes in the Offer including, with respect to a Non-U.S. Holder that is a foreign corporation, the possible imposition of a branch profits tax on its effectively connected earnings and profits at a rate of 30% (or lower treaty rate).

*Information Reporting and Backup Withholding.* Information returns will be filed with the IRS in connection with payments of interest on the Notes. Unless a Non-U.S. Holder complies with certification procedures to establish that it is not a United States person, the Non-U.S. Holder may be subject to U.S. backup withholding and related information reporting on any payments received in exchange for the Notes. The certification procedures required to claim the exemption from withholding tax described above will satisfy the certification requirements necessary to avoid backup withholding as well. The amount of any backup withholding from a payment to a Non-U.S. Holder will be allowed as a credit against the Non-U.S. Holder’s U.S. federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

## **FATCA**

Legislation commonly referred to as “FATCA” generally imposes a withholding tax of 30% on payments to certain non-U.S. entities (whether such non-U.S. entities receive the payments as beneficial owners or intermediaries) with respect to certain financial instruments, unless various U.S. information reporting and due diligence requirements have been satisfied. An intergovernmental agreement between the United States and the non-U.S. entity’s jurisdiction may modify these requirements. Withholding under these rules (if applicable) will apply to payments of amounts treated as interest on the Notes. You are urged to consult your own tax advisors regarding FATCA and the application of these requirements to your investment in the Notes and the sale of Notes pursuant to the Offer.

## **Tax Consequences to Non-Tendering Holders**

If you do not surrender your Notes for purchase pursuant to the Offer, you will not recognize any gain or loss as a result of the Offer, and the adjusted tax basis, holding period and accrued market discount (if any) with respect to the Notes will be unaffected.



## **DEALER MANAGER; INFORMATION AND TENDER AGENT**

The Company has retained Goldman Sachs & Co. LLC to act as Dealer Manager and D.F. King & Co., Inc. to act as Information and Tender Agent in connection with the Offer. The Company has agreed to pay the Dealer Manager, the Information and Tender Agent customary fees for their services in connection with the Offer. The Company has agreed to reimburse the Dealer Manager for its out-of-pocket expenses, including fees and disbursements of counsel, and to reimburse the Information and Tender Agent for certain out-of-pocket expenses. The Company will also indemnify the Dealer Manager and the Information and Tender Agent against certain liabilities, including liabilities under federal securities laws.

Subject to applicable laws, at any time, the Dealer Manager or its affiliates may trade the Notes or other securities of the Company or its affiliates for its own account or for the accounts of customers, and accordingly, may hold a long or short position in the Notes or such other securities. As a result, the Dealer Manager may own from time to time certain of the securities of the Company, including the Notes. To the extent the Dealer Manager or its affiliates hold Notes during the Offer, the Dealer Manager may (subject to the terms and conditions of the Offer) tender Notes (subject to the offer restrictions set out in “Offer and Distribution Restrictions”) on its own account or on behalf of other Holders. No submission or non-submission by the Dealer Manager should be taken by any Holder or any other person as any recommendation or otherwise by the Dealer Manager as to the merits of participating or not participating in the Offer.

The Dealer Manager, together with its affiliates, is a full service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities.

In the ordinary course of its various business activities, the Dealer Manager and its affiliates may make, purchase, sell or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and other financial instruments (including bank loans, commodities, currencies, and credit default swaps) for their own account and for the accounts of their customers, and such investment and securities and trading activities may involve assets, securities and/or instruments of the Company and/or persons and entities with relationships with the Company. The Dealer Manager is serving as a bookrunner and underwriter with respect to the offering of certain debt securities of the Company in the Debt Financing. In addition, the Dealer Manager acts as a sales agent under the Company’s “at-the-market” program.

The Dealer Manager and its affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

In addition, the Dealer Manager or its affiliates may have a lending relationship with the Company, and the Dealer Manager or its affiliates routinely hedge, and certain other of the Dealer Manager or its affiliates may hedge their credit exposure to the Company consistent with their customary risk management policies. Typically, the Dealer Manager and its affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Company’s securities, including potentially any notes offered in the Debt Financing. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered in the Debt Financing.

In the ordinary course of their business, the Dealer Manager or its affiliates has in the past performed, and may continue to or may in the future perform, investment banking, commercial banking, broker dealer, financial advisory or other services for the Company and to persons and entities with relationships to the Company, for which they received or may receive, customary fees and commissions, including offerings of equity and debt securities. The Dealer Manager or its affiliates, or its customers or clients, may be holders of the Notes being tendered. The Dealer Manager and/or its affiliates has received customary compensation and expenses for these commercial banking, investment banking or financial advisory transactions.

None of the Dealer Manager, the Trustee or the Information and Tender Agent assumes any responsibility for the accuracy or completeness of the information concerning the Company or its affiliates contained in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

**None of the Company, the Trustee, the Information and Tender Agent or the Dealer Manager, makes any recommendation as to whether Holders should tender all or any portion of their Notes pursuant to the Offer. Each Holder must make his, her or its own decision as to whether to tender Notes and, if so, the principal amount of Notes to tender.**

## **OTHER MATTERS**

The Offer is not being made to (nor will tenders of Notes be accepted from or on behalf of) Holders of Notes in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction. If the Company becomes aware of any jurisdiction in which the making of the Offer or the tender of Notes would not be in compliance with applicable laws, it may, in its sole discretion, make an effort to comply with any such law. If, after such effort, the Company cannot comply with any such law, the Offer will not be made to the Holder of Notes residing in such jurisdiction.

## SCHEDULE A: NOTICE OF GUARANTEED DELIVERY

With respect to the Offer to Purchase for Cash Any and All of Equinix, Inc.'s  
5.375% Senior Notes due 2022 (the "2022 Notes")  
CUSIP/ISIN: 29444U AN6 / US29444UAN63  
5.375% Senior Notes due 2023 (the "2023 Notes")  
CUSIP/ISIN: 29444U AM8 / US29444UAM80  
5.750% Senior Notes due 2025 (the "2025 Notes")  
CUSIP/ISIN: 29444U AP1/ US29444UAP12  
(the 2022 Notes, 2023 Notes and 2025 Notes, together, the "Notes")

### Pursuant to the Offer to Purchase dated November 6, 2019

**The Offer is scheduled to expire at 5:00 p.m., New York City time, on November 13, 2019, unless extended, terminated or withdrawn by Equinix, Inc. in its sole discretion (such time and date, as the same may be extended, the "Expiration Time"). Holders who wish to be eligible to receive the Tender Consideration must validly tender and not validly withdraw their Notes at or prior to the Expiration Time.**

As set forth in the Offer to Purchase, dated November 6, 2019 (as the same may be amended or supplemented from time to time, the "Offer to Purchase") by Equinix, Inc. (the "Company"), under the caption "The Offer—Procedures for Tendering Notes," this Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to tender the Notes pursuant to the Offer if (1) your notes are not immediately available or cannot be delivered to the Information and Tender Agent by the Expiration Time, (2) you cannot comply with the procedure for book-entry transfer by the Expiration Time or (3) you cannot deliver the other required documents to the Information and Tender Agent by the Expiration Time. Capitalized terms used but not defined herein have the respective meanings assigned to them in the Offer to Purchase.

This Notice of Guaranteed Delivery may be delivered by hand or mail or transmitted by facsimile transmission to the Information and Tender Agent as set forth below, but in any case it must be delivered to the Information and Tender Agent prior to the Expiration Time. **Holders who hold Notes in book-entry form and tender pursuant to the guaranteed delivery procedures for the Notes should, prior to the Expiration Time, only comply with ATOP's procedures applicable to guaranteed delivery. Please note that there are separate forms below for each of the 2022 Notes, the 2023 Notes and the 2025 Notes. The appropriate forms must be completed separately for each series of Notes if Notes of more than one series are tendered by a Holder.**

*The Information and Tender Agent for the  
Offer is:*

**D.F. King & Co., Inc.**

48 Wall Street, 22nd Floor  
New York, NY 10005  
Attn: Andrew Beck

Banks and Brokers call: (212) 269-5550  
All Others call Toll Free: (866) 796-7186  
Email: [equinix@dfking.com](mailto:equinix@dfking.com)

By facsimile:  
(For Eligible Institutions only):  
(212) 709-3328  
Attn: Andrew Beck

For Confirmation:  
(212) 269-5552

**DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA A FAX NUMBER OTHER THAN AS LISTED ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY. THE METHOD OF DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS TO THE TENDER AGENT, INCLUDING DELIVERY THROUGH THE DEPOSITORY TRUST COMPANY (“DTC”) AND ANY ACCEPTANCE OR AGENT’S MESSAGE DELIVERED THROUGH ATOP (AS DEFINED BELOW), IS AT THE ELECTION AND RISK OF HOLDERS.**

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Offer Documents, the undersigned hereby tenders to the Company the principal amount of Notes indicated herein, pursuant to the guaranteed delivery procedures for the Notes described herein and in the Offer to Purchase under the caption “The Offer—Procedures for Tendering Notes—Guaranteed Delivery Procedure for Notes.” The undersigned hereby represents and warrants that the undersigned has full power and authority to tender such Notes.

The undersigned understands that (i) Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof, (ii) no alternative, conditional or contingent tenders will be accepted and (iii) Holders who tender less than all of their Notes must continue to hold Notes in at least the Minimum Authorized Denomination of \$2,000 principal amount.

The undersigned understands that payment by the Information and Tender Agent for Notes tendered hereby and accepted for payment pursuant to the Offer will be made only after receipt by the Information and Tender Agent, no later than 5:00 p.m., New York City time, on November 15, 2019, the second Business Day after the Expiration Time, of a properly transmitted Agent’s Message, together with confirmation of book-entry transfer of the Notes specified therein, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. The undersigned understands that tenders of Notes pursuant to the Offer may not be withdrawn except as set forth in the Offer to Purchase. In the event that the Offer is terminated, withdrawn or otherwise not consummated, the Tender Consideration will not become payable. In such event, the Notes previously tendered pursuant to the Offer will be promptly returned to the tendering Holders.

The undersigned understands that the Eligible Institution (as defined below) that tenders Notes pursuant to the guaranteed delivery procedures for the Notes must (i) at or prior to the Expiration Time, deliver a Notice of Guaranteed Delivery to the Information and Tender Agent or, in the case of Notes held in book-entry form, comply with ATOP’s procedures applicable to guaranteed delivery, and (ii) no later than 5:00 p.m., New York City time, on November 15, 2019, the second Business Day after the Expiration Time, deliver the Agent’s Message, together with confirmation of book-entry transfer of the Notes specified therein, to the Information and Tender Agent. **Failure to do so could result in a financial loss to such Eligible Institution.**

The undersigned understands that if a Holder tenders Notes through ATOP pursuant to the guaranteed delivery procedures for the Notes, the Eligible Institution should not complete and deliver the Notice of Guaranteed Delivery, but such Eligible Institution will be bound by the terms of the Offer Documents, including the Notice of Guaranteed Delivery, as if it was executed and delivered by such Eligible Institution. Holders who hold Notes in book-entry form and tender pursuant to the guaranteed delivery procedures should, prior to the Expiration Time, only comply with ATOP’s procedures applicable to guaranteed delivery.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding on the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

**PLEASE SIGN AND COMPLETE  
FOR 2022 NOTES**

This Notice of Guaranteed Delivery must be signed by the DTC participant tendering 2022 Notes on behalf of the Holder(s) of such Notes exactly as such participant's name appears on a security position listing as the owner of such Notes. If the signature appearing below is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her name, address and capacity as indicated below and submit evidence satisfactory to the Company of such person's authority so to act.

Aggregate Principal Amount of 2022 Notes Tendered:

\_\_\_\_\_

Account Number: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

Date: \_\_\_\_\_

The Participant holds the Notes tendered through DTC on behalf of the following ("Beneficiary"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Tel. No. of Contact (if known) at the Beneficiary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Participant:

\_\_\_\_\_  
\_\_\_\_\_

Address of Participant including Zip Code:

\_\_\_\_\_  
\_\_\_\_\_

Area Code and Tel. No.: \_\_\_\_\_

\_\_\_\_\_

Name(s) of Authorized Signatory:

\_\_\_\_\_  
\_\_\_\_\_

Capacity:

Address(es) of Authorized Signatory:

\_\_\_\_\_  
\_\_\_\_\_

Area Code and Tel. No.: \_\_\_\_\_

Signature(s) of Authorized Signatory:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**GUARANTEE OF DELIVERY FOR 2022 NOTES  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)**

The undersigned, a firm that is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority, 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(a)(2) under the Securities Exchange Act of 1934, as amended (each of the foregoing being referred to herein as an “Eligible Institution”) hereby (1) represents that each Holder on whose behalf this tender is being made “own(s)” the 2022 Notes tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, (2) represents that such tender of 2022 Notes is being made by guaranteed delivery and (3) guarantees that, no later than 5:00 P.M., New York City time, on November 15, 2019, the second Business Day after the Expiration Time, a properly transmitted Agent’s Message, together with confirmation of book-entry transfer of the Notes specified therein, will be deposited by such Eligible Institution with the Information and Tender Agent.

The Eligible Institution that completes this form acknowledges that it must (i) prior to the Expiration Time, deliver a Notice of Guaranteed Delivery to the Information and Tender Agent or comply with ATOP’s procedures applicable to guaranteed delivery, and (ii) no later than no later than 5:00 P.M., New York City time, on November 15, 2019, the second Business Day after the Expiration Time deliver the Agent’s Message, together with confirmation of book-entry transfer of the 2022 Notes specified therein, to the Information and Tender Agent. **Failure to do so could result in financial loss to such Eligible Institution.**

<p>Name of Firm: _____</p> <p>Address: _____</p> <p>_____</p> <p style="text-align: center;">(including Zip Code)</p> <p>Area Code and Tel. No.: _____</p> <p>_____</p>	<p style="text-align: center;">_____ (Authorized Signature)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date _____</p>
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**PLEASE SIGN AND COMPLETE  
FOR 2023 NOTES**

This Notice of Guaranteed Delivery must be signed by the DTC participant tendering 2023 Notes on behalf of the Holder(s) of such Notes exactly as such participant's name appears on a security position listing as the owner of such Notes. If the signature appearing below is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her name, address and capacity as indicated below and submit evidence satisfactory to the Company of such person's authority so to act.

Aggregate Principal Amount of 2023 Notes Tendered:

\_\_\_\_\_

Account Number: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

Date: \_\_\_\_\_

The Participant holds the Notes tendered through DTC on behalf of the following ("Beneficiary"):

\_\_\_\_\_

\_\_\_\_\_

Name and Tel. No. of Contact (if known) at the Beneficiary:

\_\_\_\_\_

\_\_\_\_\_

Name of Participant:

\_\_\_\_\_

\_\_\_\_\_

Address of Participant including Zip Code:

\_\_\_\_\_

\_\_\_\_\_

Area Code and Tel. No.: \_\_\_\_\_

\_\_\_\_\_

Name(s) of Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_

Capacity:

Address(es) of Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_

Area Code and Tel. No.: \_\_\_\_\_

Signature(s) of Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**GUARANTEE OF DELIVERY FOR 2023 NOTES  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)**

The undersigned, a firm that is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority, 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(a)(2) under the Securities Exchange Act of 1934, as amended (each of the foregoing being referred to herein as an “Eligible Institution”) hereby (1) represents that each Holder on whose behalf this tender is being made “own(s)” the 2023 Notes tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, (2) represents that such tender of 2023 Notes is being made by guaranteed delivery and (3) guarantees that, no later than 5:00 P.M., New York City time, on November 15, 2019, the second Business Day after the Expiration Time, a properly transmitted Agent’s Message, together with confirmation of book-entry transfer of the Notes specified therein, will be deposited by such Eligible Institution with the Information and Tender Agent.

The Eligible Institution that completes this form acknowledges that it must (i) prior to the Expiration Time, deliver a Notice of Guaranteed Delivery to the Information and Tender Agent or comply with ATOP’s procedures applicable to guaranteed delivery, and (ii) no later than no later than 5:00 P.M., New York City time, on November 15, 2019, the second Business Day after the Expiration Time deliver the Agent’s Message, together with confirmation of book-entry transfer of the 2023 Notes specified therein, to the Information and Tender Agent. **Failure to do so could result in financial loss to such Eligible Institution.**

Name of Firm: _____  Address: _____ _____ _____ <div style="text-align: center;">(including Zip Code)</div>  Area Code and Tel. No.: _____ _____	<div style="text-align: center;">_____ (Authorized Signature)</div>  Name: _____ Title: _____ Date _____
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**PLEASE SIGN AND COMPLETE  
FOR 2025 NOTES**

This Notice of Guaranteed Delivery must be signed by the DTC participant tendering 2025 Notes on behalf of the Holder(s) of such Notes exactly as such participant's name appears on a security position listing as the owner of such Notes. If the signature appearing below is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her name, address and capacity as indicated below and submit evidence satisfactory to the Company of such person's authority so to act.

Aggregate Principal Amount of 2025 Notes Tendered:

\_\_\_\_\_

Account Number: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

Date: \_\_\_\_\_

The Participant holds the Notes tendered through DTC on behalf of the following ("Beneficiary"):

\_\_\_\_\_

\_\_\_\_\_

Name and Tel. No. of Contact (if known) at the Beneficiary:

\_\_\_\_\_

\_\_\_\_\_

Name of Participant:

\_\_\_\_\_

\_\_\_\_\_

Address of Participant including Zip Code:

\_\_\_\_\_

\_\_\_\_\_

Area Code and Tel. No.: \_\_\_\_\_

\_\_\_\_\_

Name(s) of Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_

Capacity:

Address(es) of Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_

Area Code and Tel. No.: \_\_\_\_\_

Signature(s) of Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**GUARANTEE OF DELIVERY FOR 2025 NOTES  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)**

The undersigned, a firm that is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority, 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(a)(2) under the Securities Exchange Act of 1934, as amended (each of the foregoing being referred to herein as an “Eligible Institution”) hereby (1) represents that each Holder on whose behalf this tender is being made “own(s)” the 2025 Notes tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, (2) represents that such tender of 2025 Notes is being made by guaranteed delivery and (3) guarantees that, no later than 5:00 P.M., New York City time, on November 15, 2019, the second Business Day after the Expiration Time, a properly transmitted Agent’s Message, together with confirmation of book-entry transfer of the Notes specified therein, will be deposited by such Eligible Institution with the Information and Tender Agent.

The Eligible Institution that completes this form acknowledges that it must (i) prior to the Expiration Time, deliver a Notice of Guaranteed Delivery to the Information and Tender Agent or comply with ATOP’s procedures applicable to guaranteed delivery, and (ii) no later than no later than 5:00 P.M., New York City time, on November 15, 2019, the second Business Day after the Expiration Time deliver the Agent’s Message, together with confirmation of book-entry transfer of the 2025 Notes specified therein, to the Information and Tender Agent. **Failure to do so could result in financial loss to such Eligible Institution.**

Name of Firm: _____  Address: _____ _____ _____ (including Zip Code)  Area Code and Tel. No.: _____ _____	_____ (Authorized Signature)  Name: _____ Title: _____ Date _____
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**IF A HOLDER OF NOTES HAS QUESTIONS ABOUT THE OFFER OR PROCEDURES FOR ACCEPTING AN OFFER, THE HOLDER SHOULD CONTACT THE DEALER MANAGER OR THE INFORMATION AND TENDER AGENT AT ONE OF THEIR TELEPHONE NUMBERS SET FORTH BELOW. IF A HOLDER WOULD LIKE ADDITIONAL COPIES OF THIS OFFER TO PURCHASE, THE HOLDER SHOULD CALL THE INFORMATION AND TENDER AGENT AT ONE OF ITS TELEPHONE NUMBERS SET FORTH BELOW.**

To obtain additional copies of this Offer to Purchase and the Notice of Guaranteed Delivery, please contact the Information and Tender Agent.

**INFORMATION & TENDER AGENT**

**D.F. KING & CO., INC.**

48 Wall Street, 22nd Floor  
New York, NY 10005  
Attn: Andrew Beck

Banks and Brokers call: (212) 269-5550  
All Others call Toll Free: (866) 796-7186  
Email: [equinix@dfking.com](mailto:equinix@dfking.com)

By facsimile:  
(For Eligible Institutions only):  
(212) 709-3328  
Attn: Andrew Beck

For Confirmation:  
(212) 269-5552

Any questions about the Offer or procedures for tendering with respect to the Offer may be directed to the Dealer Manager or Information and Tender Agent.

*The Dealer Manager for the Tender Offer is:*

**GOLDMAN SACHS & CO. LLC**

200 West Street  
New York, New York 10282  
Attention: Liability Management Group  
Collect: (212) 902-6351  
U.S. Toll-free: (800) 828-3182