

SECURITIES AND EXCHANGE COMMISSION

FORM 6-K

Current report of foreign issuer pursuant to Rules 13a-16 and 15d-16 Amendments

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SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934**

Report on Form 6-K dated 7 August, 2013
(Commission File No. 001-35053)

INTERXION HOLDING N.V.

(Translation of Registrant' s Name into English)

Tupolevlaan 24, 1119 NX Schiphol-Rijk, The Netherlands, +31 20 880 7600

(Address of Principal Executive Office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7)):

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant' s "home country"), or under the rules of the home country exchange on which the registrant' s securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant' s security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

This report contains Interxion Holding N.V.' s (1) second quarter 2013 earnings press release; (2) interim report for the three-month and six month periods ended 30 June 2013, (3) presentation materials to be used during a conference call with investors on 7 August 2013 and (4) the Deed of Pledge of Shares dated 3 July 2013, relating to the pledge over the shares of Interxion Operational B.V., among Interxion Holding N.V., as pledgor, Interxion Operational B.V., as the Company, and Barclays Bank PLC, as Pledgee.

The interim report was prepared in accordance with the indenture (the "Indenture") dated as of 3 July 2013 among Interxion Holding N.V., as Issuer, the guarantors named therein, The Bank of New York Mellon, London Branch, as Trustee, principal paying agent and transfer agent, The Bank of New York Mellon (Luxembourg) S.A., as Luxembourg paying agent and registrar, and Barclays Bank PLC, as Security Trustee. The Deed of Pledge of Shares was granted in connection with the Indenture and the Revolving credit facility agreement dated 17 June 2013 by and among Interxion Holding N.V., the guarantors thereunder, ABN AMRO Bank N.V., Barclays Bank PLC, Citigroup Global Markets Limited, Credit Suisse AG, Banc of America Securities Limited, as arrangers, the lenders thereunder, Barclays Bank PLC, as agent and Barclays Bank PLC as security trustee.

Exhibit

- 99.1 The press release "Interxion Reports Second Quarter 2013 Results", dated 7 August 2013.
- 99.2 Interim report for the three-month and six month periods ended 30 June 2013.
- 99.3 Presentation materials to be used during a conference call with investors on 7 August 2013.
- 99.4 Deed of Pledge of Shares over Interxion Operational B.V. dated 3 July 2013.

SIGNATURE

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

INTERXION HOLDING N.V.

By: /s/ David C. Ruberg

Name: David C. Ruberg

Title: Chief Executive Officer

Date: 7 August 2013



Press Release, 7 August 2013

Interxion Reports Second Quarter 2013 Results

AMSTERDAM 7 August 2013 - Interxion Holding NV (NYSE: INXN), a leading European provider of carrier and cloud neutral colocation data centre services, today announced its results for the three months ended 30 June 2013.

Financial Highlights

- Revenue increased by 13% to 76.5 million (Q2 2012: 68.0 million)
- Big 4 reporting segment recurring revenue increased by 18% to 45.2 million (Q2 2012: 38.4 million)
- Adjusted EBITDA increased by 18% to 32.7 million (Q2 2012: 27.8 million)
- Adjusted EBITDA margin increased to 42.8% (Q2 2012: 40.8%)
- Net profit decreased by 24% to 6.6 million (Q2 2012: 8.7 million)
- Capital expenditure, including intangible assets, was 28.8 million
- Debt structure refinanced subsequent to quarter end to reduce interest costs and extend maturities.

Operating Highlights

- Expansion projects in Copenhagen and Stockholm completed
- Equipped Space increased by 800 square metres in Q2 2013 to 78,900 square metres
- Revenue Generating Space increased by 1,200 square metres in Q2 2013 to 58,200 square metres
- Utilisation Rate at the end of the quarter increased to 74%
- New expansion projects in Stockholm, Vienna, and Zurich announced today



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“Interxion’s second quarter results reflect solid execution against our market segmentation strategy, which has delivered sustained, profitable growth despite the effects of a continued unfavourable macroeconomic environment,” said Interxion Chief Executive Officer, David Ruberg. “Growth in our communities of interest and structural drivers, such as the onset of migration to cloud computing, are underpinning continued demand for Interxion’s highly connected data centres.”

Quarterly Review

Revenue in the second quarter of 2013 was 76.5 million, a 13% increase over the second quarter of 2012 and 3% up on the first quarter of 2013. Recurring revenue, which was 94% of total revenue, was 72.2 million, a 15% increase over the second quarter of 2012 and 2% up on the first quarter of 2013. Recurring revenue in the Big 4 markets was 45.2 million, an 18% increase over the second quarter of 2012 and 2% up on the first quarter of 2013.

Cost of sales in the second quarter of 2013 was 31.3 million, an 11% increase over the second quarter of 2012 and 6% up on the first quarter of 2013.

Gross profit was 45.2 million in the second quarter 2013, a 14% increase over the second quarter of 2012 and 1% up on the first quarter of 2013. Gross profit margin in the second quarter of 2013 was 59.1%, compared with 58.5% in the same quarter of 2012 and 60.2% in the first quarter of 2013.

Sales and marketing costs in the second quarter 2013 were 5.5 million, an 18% increase over the second quarter of 2012 but 0.1% lower than the first quarter of 2013.

General and administrative costs¹ in the second quarter 2013 were 7.0 million, a decrease of 5% compared with the second quarter of 2012 and 8% lower than the first quarter of 2013. Depreciation and amortisation in the second quarter 2013 was 14.9

¹ excluding depreciation, amortisation, impairments, increase/(decrease) in provision for onerous lease contracts, and share-based payments



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million, a 46% increase over the second quarter of 2012 and 6% up on the first quarter of 2013.

Net financing costs in the second quarter of 2013 were 7.3 million, an increase of 89% compared with the second quarter of 2012, and 14% up on the first quarter of 2013, and was primarily the result of a reduction in capitalized interest in the quarter.

Net profit was 6.6 million in the second quarter 2013, a decrease of 24% compared with the second quarter of 2012, while earnings per share were 0.10 on a weighted average of 69.4 million diluted shares, compared with 0.13 on a weighted average of 68.0 million diluted shares in the second quarter of 2012.

Adjusted EBITDA in the second quarter of 2013 was 32.7 million, up 18% year-on-year. Adjusted EBITDA margin increased to 42.8%, compared with 40.8% in the second quarter of 2012.

Cash generated from operations, defined as cash generated from operating activities before interest and corporate income tax payments and receipts, was 24.1 million in the second quarter 2013 compared to 29.4 million in the second quarter 2012. Capital expenditure, including intangible assets, was 28.8 million in the second quarter of 2013, compared to 42.6 million in the second quarter 2012.

Cash and cash equivalents were 59.8 million at 30 June 2013, down from 68.7 million at year-end 2012. Total borrowings were 304.0 million at the end of the second quarter 2013 compared with 288.1 million at the end of 2012. During the quarter, the company entered into a 6 million mortgage in connection with one of its data centres in Amsterdam.

In July 2013, after the quarter ended, Interxion closed a refinancing transaction that replaced its 260 million 9.50% Senior Secured Notes with 325 million 6.00% Senior Secured Notes and replaced its 60.0 million revolving credit facility with a 100.0 million revolving credit facility.

Equipped Space at the end of the second quarter 2013 was 78,900 square metres, compared with 65,300 square metres at the end of the second quarter of 2012 and 78,100 square metres at the end of the first quarter of 2013. Revenue Generating Space at the end of the second quarter 2013 was 58,200 square metres, compared with 48,600 square metres at the end of the second quarter of 2012 and 57,000 square metres at the end of the first quarter of 2013. Utilisation rate, the ratio of Revenue Generating Space to Equipped Space, was 74% at the end of the quarter, the same as the second quarter of 2012 and up from 73% at the end of the first quarter of 2013.

Interxion is expanding three other data centres in its Rest of Europe segment:

In Stockholm, Interxion is constructing the second phase of STO 2 (STO 2.2) in response to continued demand in Stockholm. STO 2.2 will provide approximately 500 square metres of Equipped Space and is scheduled to be operational in the first quarter of 2014;

In Vienna, Interxion has constructed the fourth phase of VIE 1 (VIE 1.4) due to continued demand from financial services and cloud communities of interest. VIE 1.4 became operational in the third quarter of 2013 and provides approximately 400 square metres of Equipped Space;

In Zurich, Interxion is constructing the fourth phase of ZUR 1 (ZUR 1.4) in response to continued demand. ZUR 1.4 will provide approximately 500 square metres of Equipped Space and is scheduled to become operational in the fourth quarter of 2013.

The capital expenditure associated with these projects is approximately 11 million and are included in the company's 2013 capex guidance.



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Business Outlook

Interxion today reaffirmed its guidance for 2013:

Revenue	307 million - 322 million
Adjusted EBITDA	130 million - 140 million
Capital expenditure (including intangibles)	130 million - 150 million

Conference Call to Discuss Results

The company will host a conference call today at 8:30am ET (1:30pm BST, 2:30pm CET) to discuss the results.

To participate on this call, U.S. callers may dial toll free 1-866-966-9439; callers outside the U.S. may dial direct +44 (0) 1452 555 566. The conference ID for this call is 16893130. This event also will be webcast live over the Internet in listen-only mode at investors.interxion.com.

A replay of this call will be available shortly after the call concludes and will be available until 13 August 2013. To access the replay, U.S. callers may dial toll free 1-866-247-4222; callers outside the U.S. may dial direct +44 (0) 1452 550 000. The replay access number is 16893130.

Forward-looking Statements

This press release contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from expectations discussed in such forward-looking statements. Factors that might cause such differences include, but are not limited to, the difficulty of reducing operating expenses in the short term, inability to



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utilise the capacity of newly planned data centres and data centre expansions, significant competition, the cost and supply of electrical power, data centre industry over-capacity, performance under service-level agreements, and other risks described from time to time in Interxion's filings with the Securities and Exchange Commission. Interxion does not assume any obligation to update the forward-looking information contained in this press release.

Use of Non-IFRS Information

EBITDA is defined as operating profit plus depreciation, amortization and impairment of assets. We define Adjusted EBITDA as EBITDA adjusted to exclude share-based payments, increase/decrease in provision for onerous lease contracts, and income from sub-leases on unused data centre sites. Adjusted EBITDA margin is defined as Adjusted EBITDA as a percentage of revenue. We present EBITDA, Adjusted EBITDA and Adjusted EBITDA margin as additional information because we understand that they are measures used by certain investors and because they are used in our financial covenants in our current 100 million revolving credit facility and 325 million 6.00% Senior Secured Notes that were issued on 3 July 2013. However, other companies may present EBITDA, Adjusted EBITDA and Adjusted EBITDA margin differently than we do. EBITDA, Adjusted EBITDA and Adjusted EBITDA margin are not measures of financial performance under IFRS and should not be considered as an alternative to operating profit or as a measure of liquidity or an alternative to net income as indicators of our operating performance or any other measure of performance derived in accordance with IFRS.

A reconciliation from Net profit to EBITDA and EBITDA to Adjusted EBITDA is provided in the notes to our consolidated income statement included elsewhere in this press release.

Interxion does not provide forward-looking estimates of Net profit, Operating profit, depreciation, amortisation, and impairments, share-based payments, or increase/decrease in provision for onerous lease contracts, and income from sub-leases on unused data centre sites, which it uses to reconcile to Adjusted EBITDA.



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The company is, therefore, unable to provide forward-looking reconciling information for Adjusted EBITDA.

-ENDS-

About Interxion

Interxion (NYSE: INXN) is a leading provider of cloud and carrier-neutral colocation data centre services in Europe, serving a wide range of customers through 34 data centres in 11 European countries. Interxion's uniformly designed, energy-efficient data centres offer customers extensive security and uptime for their mission-critical applications. With connectivity provided by over 450 fixed and mobile carriers and ISPs and 18 European Internet exchanges, Interxion has created cloud, content, finance and connectivity hubs that foster growing customer communities of interest. For more information, please visit www.interxion.com.

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INTERXION HOLDING NV
CONSOLIDATED INCOME STATEMENT

(in '000 - except per share data and where stated otherwise)
(unaudited)

	Three Months Ended		Six Months Ended	
	Jun-30 2013	Jun-30 2012	Jun-30 2013	Jun-30 2012
Revenue	76,527	68,004	150,906	133,816
Cost of sales	(31,294)	(28,230)	(60,909)	(54,729)
Gross profit	45,233	39,774	89,997	79,087
Other income	70	114	193	232
Sales and marketing costs	(5,492)	(4,664)	(10,987)	(9,514)
General and administrative costs	(22,751)	(18,493)	(45,367)	(36,014)
Operating profit	17,060	16,731	33,836	33,791
Net finance expense	(7,330)	(3,876)	(13,781)	(8,311)
Profit before taxation	9,730	12,855	20,055	25,480
Income tax expense	(3,130)	(4,131)	(6,485)	(8,060)
Net profit	6,600	8,724	13,570	17,420
<i>Basic earnings per share: ()</i>	<i>0.10</i>	<i>0.13</i>	<i>0.20</i>	<i>0.26</i>
<i>Diluted earnings per share: ()</i>	<i>0.10</i>	<i>0.13</i>	<i>0.20</i>	<i>0.26</i>
Number of shares outstanding at the end of the period (shares in thousands)	68,667	67,599	68,667	67,599
Weighted average number of shares for Basic EPS (shares in thousands)	68,533	67,140	68,380	66,741
Weighted average number of shares for Diluted EPS (shares in thousands)	69,375	68,021	69,224	67,693

	As at	
	Jun-30 2013	Jun-30 2012
<u>Capacity metrics</u>		
Equipped space (in square meters)	78,900	65,300
Revenue generating space (in square meters)	58,200	48,600
Utilisation rate	74%	74%



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INTERXION HOLDING NV
NOTES TO CONSOLIDATED INCOME STATEMENT: SEGMENT INFORMATION

(in '000 - except where stated otherwise)
(unaudited)

	Three Months Ended		Six Months Ended	
	Jun-30 2013	Jun-30 2012	Jun-30 2013	Jun-30 2012
Consolidated				
Recurring revenue	72,194	62,867	143,150	125,146
Non-recurring revenue	4,333	5,137	7,756	8,670
Revenue	76,527	68,004	150,906	133,816
Adjusted EBITDA	32,731	27,766	64,404	55,102
Gross margin	59.1%	58.5%	59.6%	59.1%
Adjusted EBITDA margin	42.8%	40.8%	42.7%	41.2%
Total assets	838,198	774,738	838,198	774,738
Total liabilities	447,890	416,989	447,890	416,989
Capital expenditure, including intangible assets ⁽ⁱ⁾	(28,779)	(42,572)	(61,568)	(103,672)
France, Germany, the Netherlands, and the UK				
Recurring revenue	45,187	38,446	89,635	76,459
Non-recurring revenue	3,064	3,907	5,202	6,199
Revenue	48,251	42,353	94,837	82,658
Adjusted EBITDA	26,037	21,828	51,204	43,405
Gross margin	62.1%	60.2%	62.6%	61.3%
Adjusted EBITDA margin	54.0%	51.5%	54.0%	52.5%
Total assets	567,593	494,213	567,593	494,213
Total liabilities	131,080	99,136	131,080	99,136
Capital expenditure, including intangible assets ⁽ⁱ⁾	(21,028)	(34,562)	(41,721)	(87,055)
Rest of Europe				
Recurring revenue	27,007	24,421	53,515	48,687
Non-recurring revenue	1,269	1,230	2,554	2,471
Revenue	28,276	25,651	56,069	51,158
Adjusted EBITDA	14,727	13,476	29,191	26,884
Gross margin	61.4%	61.5%	61.4%	61.4%
Adjusted EBITDA margin	52.1%	52.5%	52.1%	52.6%

Total assets	203,229	189,219	203,229	189,219
Total liabilities	39,935	40,837	39,935	40,837
Capital expenditure, including intangible assets ⁽ⁱ⁾	(7,305)	(6,848)	(18,554)	(14,771)
Corporate and other				
Adjusted EBITDA	(8,033)	(7,538)	(15,991)	(15,187)
Total assets	67,376	91,306	67,376	91,306
Total liabilities	276,875	277,016	276,875	277,016
Capital expenditure, including intangible assets ⁽ⁱ⁾	(446)	(1,162)	(1,293)	(1,846)

(i) Capital expenditure, including intangible assets, represents payments to acquire property, plant and equipment and intangible assets, as recorded in the consolidated statement of cash flows as "Purchase of property, plant and equipment" and "Purchase of intangible assets", respectively.



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INTERXION HOLDING NV
NOTES TO CONSOLIDATED INCOME STATEMENT: ADJUSTED EBITDA RECONCILIATION

(in '000 - except where stated otherwise)
(unaudited)

	Three Months Ended		Six Months Ended	
	Jun-30 2013	Jun-30 2012	Jun-30 2013	Jun-30 2012
<u>Reconciliation to Adjusted EBITDA</u>				
Consolidated				
Net profit	6,600	8,724	13,570	17,420
Income tax expense	3,130	4,131	6,485	8,060
Profit before taxation	9,730	12,855	20,055	25,480
Net finance expense	7,330	3,876	13,781	8,311
Operating profit	17,060	16,731	33,836	33,791
Depreciation, amortization and impairments	14,916	10,236	28,927	19,891
EBITDA	31,976	26,967	62,763	53,682
Share-based payments	825	913	1,834	1,652
Income from sub-leases on unused data center sites	(70)	(114)	(193)	(232)
Adjusted EBITDA	32,731	27,766	64,404	55,102
<u>France, Germany, the Netherlands, and the UK</u>				
Operating profit	16,314	16,004	32,226	32,213
Depreciation, amortization and impairments	9,784	5,776	18,907	11,101
EBITDA	26,098	21,780	51,133	43,314
Share-based payments	9	162	264	323
Income from sub-leases on unused data center sites	(70)	(114)	(193)	(232)
Adjusted EBITDA	26,037	21,828	51,204	43,405
<u>Rest of Europe</u>				
Operating profit	10,242	9,486	20,417	19,181
Depreciation, amortization and impairments	4,411	3,883	8,594	7,489
EBITDA	14,653	13,369	29,011	26,670
Share-based payments	74	107	180	214
Adjusted EBITDA	14,727	13,476	29,191	26,884
<u>Corporate and Other</u>				
Operating profit/(loss)	(9,496)	(8,759)	(18,807)	(17,603)
Depreciation, amortization and impairments	721	577	1,426	1,301
EBITDA	(8,775)	(8,182)	(17,381)	(16,302)

Share-based payments	<u>742</u>	<u>644</u>	<u>1,390</u>	<u>1,115</u>
Adjusted EBITDA	<u>(8,033)</u>	<u>(7,538)</u>	<u>(15,991)</u>	<u>(15,187)</u>



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INTERXION HOLDING NV

CONSOLIDATED BALANCE SHEET

(in '000 - except where stated otherwise)

(unaudited)

	As at	
	Jun-30 2013	Dec-31 2012
Non-current assets		
Property, plant and equipment	639,788	620,931
Intangible assets	18,055	18,638
Deferred tax assets	28,957	30,376
Financial fixed assets	774	774
Other non-current assets	4,679	4,959
	692,253	675,678
Current assets		
Trade and other current assets	86,102	74,854
Cash and cash equivalents	59,843	68,692
	145,945	143,546
Total assets	838,198	819,224
Shareholders' equity		
Share capital	6,867	6,818
Share premium	482,128	477,326
Foreign currency translation reserve	5,665	9,403
Hedging reserve	51	-
Accumulated deficit	(104,403)	(117,973)
	390,308	375,574
Non-current liabilities		
Trade payables and other liabilities	11,097	11,194
Deferred tax liabilities	2,605	2,414
Provision for onerous lease contracts	6,426	7,848
Borrowings	302,191	288,085
	322,319	309,541
Current liabilities		
Trade payables and other liabilities	115,644	127,778
Income tax liabilities	4,193	2,301
Provision for onerous lease contracts	3,948	3,978
Borrowings	1,786	52
	125,571	134,109

Total liabilities	447,890	443,650
Total liabilities and shareholders' equity	838,198	819,224

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INTERXION HOLDING NV
NOTES TO THE CONSOLIDATED BALANCE SHEET: BORROWINGS

(in '000 - except where stated otherwise)
(unaudited)

	As at	
	Jun-30 2013	Dec-31 2012
<u>Borrowings net of cash and cash equivalents</u>		
Cash and cash equivalents (iii)	59,843	68,692
9.50% Senior Secured Notes due 2017 (iv)	256,659	256,268
Mortgages	25,257	9,903
Financial leases	20,456	20,361
Other borrowings	1,605	1,605
Borrowings excluding Revolving Credit Facility deferred financing costs	303,977	288,137
Revolving credit facility deferred financing costs (v)	(1,165)	(1,371)
Total borrowings	302,812	286,766
Borrowings net of cash and cash equivalents (vi)	242,969	218,074

(iii) Cash and cash equivalents include 4.9 million as of June 30, 2013 and 5.0 million as of December 31, 2012, which is restricted and held as collateral to support the issuance of bank guarantees on behalf of a number of subsidiary companies.

(iv) 260 million 9.50% Senior Secured Notes due 2017 include premium on additional issue and are shown after deducting underwriting discounts and commissions, offering fees and expenses.

(v) Deferred financing costs of 1.2 million incurred in connection with the 60 million revolving credit facility.

(vi) Deferred financing fees of 2.5 million incurred up to 30 June 2013, related to the refinancing completed on 3 July 2013 are not presented in the table. On 3 July 2013, 325 million 6.0% Senior Secured Notes due 2020 were issued. The proceeds were used to purchase and repay the 9.5% Senior Secured Notes due 2017. In addition, the 60 million revolving credit facility was replaced by a new 100 million revolving credit facility.



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INTERXION HOLDING NV
CONSOLIDATED STATEMENT OF CASH FLOWS

(in '000 - except where stated otherwise)
(unaudited)

	Three Months Ended		Six Months Ended	
	Jun-30 2013	Jun-30 2012	Jun-30 2013	Jun-30 2012
Profit for the period	6,600	8,724	13,570	17,420
Depreciation, amortization and impairments	14,916	10,236	28,927	19,891
Unwinding provision for onerous lease contracts	(805)	(794)	(1,631)	(1,579)
Share-based payments	825	913	1,834	1,652
Net finance expense	7,330	3,876	13,781	8,311
Income tax expense	3,130	4,131	6,485	8,060
	31,996	27,086	62,966	53,755
Movements in trade and other current assets	(2,017)	3,142	(8,804)	(3,785)
Movements in trade and other liabilities	(5,882)	(862)	(6,470)	4,815
Cash generated from operations	24,097	29,366	47,692	54,785
Interest paid ^(vii)	(1,140)	(157)	(11,171)	(10,131)
Interest received	2	172	287	320
Income tax paid	(1,634)	(1,591)	(2,070)	(2,302)
Net cash flows from operating activities	21,325	27,790	34,738	42,672
Cash flows from investing activities				
Purchase of property, plant and equipment	(28,553)	(41,528)	(59,473)	(101,223)
Purchase of intangible assets	(226)	(1,044)	(2,095)	(2,449)
Acquisition financial asset	-	-	-	(774)
Net cash flows from investing activities	(28,779)	(42,572)	(61,568)	(104,446)
Cash flows from financing activities				
Proceeds from exercised options	1,132	2,554	2,743	5,104
Proceeds from mortgages	5,703	-	15,324	-
Senior Secured Notes and RCF	-	(955)	-	(955)
Other borrowings	(12)	(624)	(25)	(681)
Net cash flows from financing activities	6,823	975	18,042	3,468
Effect of exchange rate changes on cash	(52)	113	(61)	123
Net movement in cash and cash equivalents	(683)	(13,694)	(8,849)	(58,183)
Cash and cash equivalents, beginning of period	60,526	98,180	68,692	142,669
Cash and cash equivalents, end of period	59,843	84,486	59,843	84,486

(vii) Interest paid is reported net of cash interest capitalized, which is reported as part of "Purchase of property, plant and equipment".

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INTERXION HOLDING NV
Status of Announced Expansion Projects as at 7 August 2013
with Target Open Dates in 2013 & 2014

Market	Project	CAPEX ^(a, b) (million)	Equipped Space ^(a) (Sqm)	Target Opening
Frankfurt	FRA 6: Phase 3 Expansion	5	600	1Q 2013 (opened)
Copenhagen	CPH 1: Expansion	2	300	2Q 2013 (opened)
Stockholm	STO 2: Phase 1 New Build	11	500	2Q 2013 (opened)
Vienna	VIE 1: Phase 4 Expansion	1	400	3Q 2013 (opened)
Zurich	ZUR 1: Phase 4 Expansion	4	500	4Q 2013
Stockholm	STO 2: Phase 2 Expansion	6	500	1Q 2014
Frankfurt	FRA 8: Phases 1 & 2 New Build	30	1,800	1H 2014 (c)
Total		59	4,600	

(a) CAPEX and Equipped Space are approximate and may change.

(b) CAPEX reflects the total for the listed project at full power and capacity and may not be all invested in the current year.

(c) Phase 1 scheduled to be operational in the first half of 2014; phase 2 is scheduled to be operational in 2015.

interxion™

Interxion Holding NV
Interim report
as at and for the three-month and the six-month periods
ended
June 30, 2013

Schiphol-Rijk, August 7, 2013

Second Quarter Highlights

Financial Highlights

- Revenue increased by 13% to 76.5 million (Q2 2012: 68.0 million)
- Big 4 reporting segment recurring revenue increased by 18% to 45.2 million (Q2 2012: 38.4 million)
- Adjusted EBITDA increased by 18% to 32.7 million (Q2 2012: 27.8 million)
- Adjusted EBITDA margin increased to 42.8% (Q2 2012: 40.8%)
- Net profit was 6.6 million (Q2 2012: 8.7 million)
- Capital expenditure, including intangible assets, was 28.8 million
- Debt structure refinanced subsequent to quarter end to reduce interest costs and extend maturities.

Operating Highlights

- Expansion projects in Copenhagen and Stockholm completed
- Equipped Space increased by 800 square metres in Q2 2013 to 78,900 square metres
- Revenue Generating Space increased by 1,200 square metres in Q2 2013 to 58,200 square metres
- Utilisation Rate at the end of the quarter increased to 74%
- New expansion projects in Stockholm, Vienna, and Zurich announced today.

Quarterly Review

Revenue in the second quarter of 2013 was 76.5 million, a 13% increase over the second quarter of 2012 and 3% up on the first quarter of 2013. Recurring revenue, which was 94% of total revenue, was 72.2 million, a 15% increase over the second quarter of 2012 and 2% up on the first quarter of 2013. Recurring revenue in the Big 4 markets was 45.2 million, an 18% increase over the second quarter of 2012 and 2% up on the first quarter of 2013.

Cost of sales in the second quarter of 2013 was 31.3 million, an 11% increase over the second quarter of 2012 and 6% up on the first quarter of 2013.

Gross profit was 45.2 million in the second quarter 2013, a 14% increase over the second quarter of 2012 and 1% up on the first quarter of 2013. Gross profit margin in the second quarter of 2013 was 59.1%, compared with 58.5% in the same quarter of 2012 and 60.2% in the first quarter of 2013.

Sales and marketing costs in the second quarter 2013 were 5.5 million, an 18% increase over the second quarter of 2012 and equal to the first quarter of 2013.

General and administrative costs¹ in the second quarter 2013 were 7.0 million, a decrease of 5% compared with the second quarter of 2012 and 8% down from the first quarter of 2013. Depreciation and amortisation in the second quarter 2013 was 14.9 million, a 46% increase over the second quarter of 2012 and 6% up on the first quarter of 2013.

Net financing costs in the second quarter of 2013 were 7.3 million, an increase of 89% compared with the second quarter of 2012, and 14% up on the first quarter of 2013, and was primarily the result of a reduction in capitalised interest in the quarter.

Net profit was 6.6 million in the second quarter 2013, a decrease of 24% compared with the second quarter of 2012, while earnings per share were 0.10 on a weighted average of 69.4 million diluted shares, compared with 0.13 on a weighted average of 68.0 million diluted shares in the second quarter of 2012.

Adjusted EBITDA in the second quarter of 2013 was 32.7 million, up 18% year-on-year. Adjusted EBITDA margin increased to 42.8%, compared with 40.8% in the second quarter of 2012.

Cash generated from operations, defined as cash generated from operating activities before interest and corporate income tax payments and receipts, was 24.1 million in the second quarter 2013 compared to 29.4 million in the second quarter 2012. Capital expenditure, including intangible assets, was 28.8 million in the second quarter of 2013, compared to 42.6 million in the second quarter 2012.

Cash and cash equivalents were 59.8 million at 30 June 2013, down from 68.7 million at year-end 2012. Total borrowings were 304.0 million at the end of the second quarter 2013 compared with 288.1 million at the end of 2012. During the quarter, the company entered into a 6.0 million mortgage in connection with one of its data centres in Amsterdam.

On July 3, 2013, after the quarter ended, Interxion closed a refinancing transaction that replaced its 260 million 9.50% Senior Secured Notes with 325 million 6.00% Senior Secured Notes and replaced its 60.0 million revolving credit facility with a 100.0 million revolving credit facility.

Equipped Space at the end of the second quarter 2013 was 78,900 square metres, compared with 65,300 square metres at the end of the second quarter of 2012 and 78,100 square metres at the end of the first quarter of 2013. Revenue Generating Space at the end of the second quarter 2013 was 58,200 square metres, compared with 48,600 square metres at the end of the second quarter of 2012 and 57,000 square metres at the end of the first quarter of 2013. Utilisation rate, the ratio of Revenue Generating Space to Equipped Space, was 74% at the end of the quarter, the same as the second quarter of 2012 and up from 73% at the end of the first quarter of 2013.

Interxion is expanding three other data centres in its Rest of Europe segment:

In Stockholm, Interxion is constructing the second phase of STO 2 (STO 2.2) in response to continued demand in Stockholm. STO 2.2 will provide approximately 500 square metres of Equipped Space and is scheduled to be operational in the first quarter of 2014;

¹ excluding depreciation, amortisation, impairments, increase/(decrease) in provision for onerous lease contracts, and share-based payments

In Vienna, Interxion has constructed the fourth phase of VIE 1 (VIE 1.4) due to continued demand from financial services and cloud communities of interest. VIE 1.4 became operational in the third quarter of 2013 and provides approximately 400 square metres of Equipped Space;

In Zurich, Interxion is constructing the fourth phase of ZUR 1 (ZUR 1.4) in response to continued demand. ZUR 1.4 will provide approximately 500 square metres of Equipped Space and is scheduled to become operational in the fourth quarter of 2013.

The capital expenditure associated with these projects is approximately 11 million and are included in the company' s 2013 capex guidance.

About Interxion

Interxion (NYSE: INXN) is a leading provider of cloud- and carrier-neutral colocation data centre services in Europe, serving a wide range of customers through 34 data centres in 11 European countries. Interxion's uniformly designed, energy-efficient data centres offer customers extensive security and uptime for their mission-critical applications. With connectivity provided by over 450 fixed and mobile carriers and ISPs and 18 European Internet exchanges, Interxion has created cloud, content, finance and connectivity hubs that foster growing customer communities of interest. For more information, please visit www.interxion.com.

Interim Report: Three and Six-month periods ended June 30, 2013

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Further Information for Noteholders

The interim report was prepared in accordance with the indenture (the “Indenture”) dated as of 3 July 2013 among Interxion Holding N.V., as Issuer, the guarantors named therein, The Bank of New York Mellon, London Branch, as Trustee, principal paying agent and transfer agent, The Bank of New York Mellon (Luxembourg) S.A., as Luxembourg paying agent and registrar, and Barclays Bank PLC, as Security Trustee. The Deed of Pledge of Shares was granted in connection with the Indenture and the Revolving credit facility agreement dated 17 June 2013 by and among Interxion Holding N.V., the guarantors thereunder, ABN AMRO Bank N.V., Barclays Bank PLC, Citigroup Global Markets Limited, Credit Suisse AG, Banc of America Securities Limited, as arrangers, the lenders thereunder, Barclays Bank PLC, as agent and Barclays Bank PLC as security trustee.

The information in this Interim Report may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements are based on current expectations that involve risks and uncertainties. Any statements contained 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. Our 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 differences include, but are not limited to, the difficulty of reducing operating expenses in the short term, inability to utilise the capacity of newly planned data centers and data center expansions, significant competition, the cost and supply of electrical power, data center industry over-capacity, performance under service-level agreements, and other risks described from time to time in Interxion’s filings with the Securities and Exchange Commission. All forward-looking statements in this document are based on information available to us as of the date of this Interim Report and we assume no obligation to update any such forward-looking statements.

Use of Non-IFRS Information

EBITDA is defined as operating profit plus depreciation, amortization and impairment of assets. We define Adjusted EBITDA as EBITDA adjusted to exclude share-based payments, increase/decrease in provision for onerous lease contracts, and income from sub-leases on unused data centre sites. Adjusted EBITDA margin is defined as Adjusted EBITDA as a percentage of revenue. We present EBITDA, Adjusted EBITDA and Adjusted EBITDA margin as additional information because we understand that they are measures used by certain investors and because they are used in our financial covenants in our 60 million revolving credit facility and our 260 million 9.50% Senior Secured Notes due 2017 as well as the 100 million revolving credit facility and 325 million 6.00% Senior Secured Notes that were closed on 3 July 2013. However, other companies may present EBITDA, Adjusted EBITDA and Adjusted EBITDA margin differently than we do. EBITDA, Adjusted EBITDA and Adjusted EBITDA margin are not measures of financial performance under IFRS and should not be considered as an alternative to operating profit or as a measure of liquidity or an alternative to net income as indicators of our operating performance or any other measure of performance derived in accordance with IFRS.

A reconciliation from Net profit to EBITDA and EBITDA to Adjusted EBITDA is provided in the notes to our consolidated income statement included elsewhere in this press release.

Consolidated Interim Income Statement

	Note	For the three months ended		For the six months ended	
		Jun 30, 2013 ' 000	Jun 30, 2012 ' 000	Jun 30, 2013 ' 000	Jun 30, 2012 ' 000
Revenue	5	76,527	68,004	150,906	133,816
Cost of sales	5	(31,294)	(28,230)	(60,909)	(54,729)
Gross profit		45,233	39,774	89,997	79,087
Other income	5	70	114	193	232
Sales and marketing costs	5	(5,492)	(4,664)	(10,987)	(9,514)
General and administrative costs	5	(22,751)	(18,493)	(45,367)	(36,014)
Operating profit		17,060	16,731	33,836	33,791
Finance income	6	150	304	232	517
Finance costs	6	(7,480)	(4,180)	(14,013)	(8,828)
Profit before taxation		9,730	12,855	20,055	25,480
Income tax expense	7	(3,130)	(4,131)	(6,485)	(8,060)
Profit for the period attributable to		6,600	8,724	13,570	17,420
Earnings per share					
Basic earnings per share: ()		0.10	0.13	0.20	0.26
Diluted earnings per share: ()		0.10	0.13	0.20	0.26

The accompanying notes form an integral part of these consolidated interim financial statements.

Interim Report: Three and Six-month periods ended June 30, 2013

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Consolidated Interim Statement of Comprehensive Income

	For the three months ended		For the six months ended	
	Jun 30, 2013 ' 000	Jun 30, 2012 ' 000	Jun 30, 2013 ' 000	Jun 30, 2012 ' 000
Profit for the period attributable to shareholders	6,600	8,724	13,570	17,420
Other comprehensive income				
Items that are or may be reclassified subsequently to profit or loss:				
Foreign currency translation differences	(2,018)	3,291	(4,555)	3,841
Effective portion of changes in fair value of cash flow hedge	78	-	78	-
Tax on items that are or may be reclassified subsequently to profit or loss	300	(733)	790	(829)
Other comprehensive income (loss) for the period, net of tax	(1,640)	2,558	(3,687)	3,012
Total comprehensive income (loss) recognised in the period attributable to shareholders	4,960	11,282	9,883	20,432

The accompanying notes form an integral part of these consolidated interim financial statements.

Consolidated Interim Statement of Financial Position

As at	Note	Jun 30, 2013 ' 000	Dec 31, 2012 ' 000
Non-current assets			
Property, plant and equipment	8	639,788	620,931
Intangible assets		18,055	18,638
Deferred tax assets		28,957	30,376
Financial fixed assets		774	774
Other non-current assets		4,679	4,959
		<u>692,253</u>	<u>675,678</u>
Current assets			
Trade and other current assets		86,102	74,854
Cash and cash equivalents		59,843	68,692
		<u>145,945</u>	<u>143,546</u>
Total assets		<u><u>838,198</u></u>	<u><u>819,224</u></u>
Shareholders' equity			
Share capital		6,867	6,818
Share premium		482,128	477,326
Foreign currency translation reserve		5,665	9,403
Hedging Reserve		51	-
Accumulated deficit		(104,403)	(117,973)
		<u>390,308</u>	<u>375,574</u>
Non-current liabilities			
Trade payables and other liabilities		11,097	11,194
Deferred tax liabilities		2,605	2,414
Provision for onerous lease contracts		6,426	7,848
Borrowings		302,191	288,085
		<u>322,319</u>	<u>309,541</u>
Current liabilities			
Trade payables and other liabilities		115,644	127,778
Income tax liabilities		4,193	2,301
Provision for onerous lease contracts		3,948	3,978
Borrowings		1,786	52

	<u>125,571</u>	<u>134,109</u>
Total liabilities	<u>447,890</u>	<u>443,650</u>
Total liabilities and shareholders' equity	<u>838,198</u>	<u>819,224</u>

The accompanying notes form an integral part of these consolidated interim financial statements.

Interim Report: Three and Six-month periods ended June 30, 2013

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Consolidated Interim Statement of Changes in Shareholders' Equity

	Share capital	Share premium	Foreign currency translation reserve	Hedging reserve	Accumulated deficit	Total equity
	' 000	' 000	' 000	' 000	' 000	' 000
Balance at January 1, 2013	6,818	477,326	9,403	-	(117,973)	375,574
Profit for the period	-	-	-	-	13,570	13,570
Other comprehensive income, net of tax	-	-	(3,738)	51	-	(3,687)
Total comprehensive	-	-	(3,738)	51	13,570	9,883
Exercise of options	49	3,199	-	-	-	3,248
Share-based payments	-	1,603	-	-	-	1,603
Transactions with owners of the Company recognized directly in equity	49	4,802	-	-	-	4,851
Balance at June 30, 2013	6,867	482,128	5,665	51	(104,403)	390,308
Balance at January 1, 2012	6,613	466,166	7,386	-	(149,604)	330,561
Profit for the period	-	-	-	-	17,420	17,420
Other comprehensive income, net of tax	-	-	3,012	-	-	3,012
Total comprehensive	-	-	3,012	-	17,420	20,432
Exercise of options	147	4,957	-	-	-	5,104
Share-based payments	-	1,652	-	-	-	1,652
Transactions with owners of the Company recognized directly in equity	147	6,609	-	-	-	6,756
Balance at June 30, 2012	6,760	472,775	10,398	-	(132,184)	357,749

The accompanying notes form an integral part of these consolidated interim financial statements.

Consolidated Interim Statement of Cash Flows

	For the three months ended		For the six months ended	
	Jun 30, 2013 ' 000	Jun 30, 2012 ' 000	Jun 30, 2013 ' 000	Jun 30, 2012 ' 000
Profit for the period	6,600	8,724	13,570	17,420
Depreciation, amortization and impairments	14,916	10,236	28,927	19,891
Unwinding provision for onerous lease contracts	(805)	(794)	(1,631)	(1,579)
Share-based payments	825	913	1,834	1,652
Net finance expense	7,330	3,876	13,781	8,311
Income tax expense	3,130	4,131	6,485	8,060
	31,996	27,086	62,966	53,755
Movements in trade and other current assets	(2,017)	3,142	(8,804)	(3,785)
Movements in trade and other liabilities	(5,882)	(862)	(6,470)	4,815
Cash generated from operations	24,097	29,366	47,692	54,785
Interest paid	(1,140)	(157)	(11,171)	(10,131)
Interest received	2	172	287	320
Income tax paid	(1,634)	(1,591)	(2,070)	(2,302)
Net cash flows from operating activities	21,325	27,790	34,738	42,672
Cash flows from investing activities				
Purchase of property, plant and equipment	(28,553)	(41,528)	(59,473)	(101,223)
Purchase of intangible assets	(226)	(1,044)	(2,095)	(2,449)
Acquisition financial asset	-	-	-	(774)
Net cash flows from investing activities	(28,779)	(42,572)	(61,568)	(104,446)
Cash flows from financing activities				
Proceeds from exercised options	1,132	2,554	2,743	5,104
Proceeds from mortgages	5,703	-	15,324	-
Senior Secured Notes and Revolving Credit Facility	-	(955)	-	(955)
Other borrowings	(12)	(624)	(25)	(681)
Net cash flows from financing activities	6,823	975	18,042	3,468
Effect of exchange rate changes on cash	(52)	113	(61)	123
Net movement in cash and cash equivalents	(683)	(13,694)	(8,849)	(58,183)

Cash and cash equivalents, beginning of period	60,526	98,180	68,692	142,669
Cash and cash equivalents, end of period	59,843	84,486	59,843	84,486

The accompanying notes form an integral part of these consolidated interim financial statements.

Interim Report: Three and Six-month periods ended June 30, 2013

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Notes to the Consolidated Interim Financial Statements

1 The Company

Interxion Holding NV (the “Company”) is domiciled in The Netherlands. The address of the Company’s registered office is Tupolevlaan 24, 1119 NX, Schiphol-Rijk, The Netherlands. The Consolidated Interim Financial Statements of the Company as at and for the three and six month periods ended June 30, 2013 comprise the Company and its subsidiaries (together referred to as the “Group”). The Group is a leading pan-European operator of carrier neutral Internet data centers.

2 Basis of preparation

a) Statement of compliance

The Consolidated Interim Financial Statements have been prepared in accordance with International Financial Reporting Standards (IFRS) IAS 34 *Interim Financial Reporting*. They do not include all the information required for full annual financial statements, and should be read in conjunction with the audited Consolidated Financial Statements of the Group as at and for the year ended December 31, 2012; these are contained in the 2012 Annual Report (Form 20-F) as filed with the Securities and Exchange Commission on April 26, 2013, which is publicly available on the company’s website - www.interxion.com, or from the SEC website - www.sec.gov.

b) Estimates, judgment and seasonality

The preparation of Consolidated Interim Financial Statements requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expense. Actual results may differ from these estimates.

In preparing these Consolidated Interim Financial Statements, the significant judgments made by management in applying the Group’s accounting policies and the key sources of estimation uncertainty were the same as those applied to the Consolidated Financial Statements as at and for the year ended December 31, 2012 in the 2012 Annual Report (Form 20-F).

The Group’s operations are not significantly exposed to seasonality.

3 Significant accounting policies

The accounting policies applied by the Group in these Consolidated Interim Financial Statements are the same as those applied by the Group in its Consolidated Financial Statements as at and for the year ended December 31, 2012 in the 2012 Annual Report (Form 20-F) including new Standards and Interpretations effective as of January 1, 2013. Compared with the accounting principles as applied in the 2012 financial statements these new Standards and Interpretations did not have a significant impact on the financial position or performance of the Group.

IAS 1 Presentation of financial statements (2011 amendment)

The new amendment requires separation of items presented in Other comprehensive income into two groups, based on whether or not they can be recycled into the Statement of Income in future periods. The application of this amendment impacts presentation and disclosures only. Comparative information has been re-presented.

IFRS 13 Fair value Measurement

IFRS 13 establishes a single framework for measuring fair value and making disclosures about fair value measurements. The Company has included additional disclosures in note 9. IFRS 13 has no material impact on the measurement of the Company's assets and liabilities.

4 Financial risk management

The Group's financial risk management objectives and policies are consistent with those disclosed in the audited Consolidated Financial Statements in the 2012 Annual Report (Form 20-F).

5 Information by segment

The performance of the operating segments is primarily based on the measures of revenue, EBITDA and Adjusted EBITDA. Other information provided, except as noted below, to the Board of Directors is measured in a manner consistent with that in the financial statements.

Interim Report: Three and Six-month periods ended June 30, 2013

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For the three months ended June 30, 2013	FR, DE	Rest of	Subtotal	Corporate	Total
	NL and UK	Europe		and other	
	' 000	' 000	' 000	' 000	' 000
Recurring revenue	45,187	27,007	72,194	-	72,194
Non-recurring revenue	3,064	1,269	4,333	-	4,333
Revenue	48,251	28,276	76,527	-	76,527
Cost of sales	(18,299)	(10,907)	(29,206)	(2,088)	(31,294)
Gross profit/(loss)	29,952	17,369	47,321	(2,088)	45,233
Other income	70	-	70	-	70
Sales and marketing costs	(1,736)	(1,172)	(2,908)	(2,584)	(5,492)
Total general and administrative costs	(11,972)	(5,955)	(17,927)	(4,824)	(22,751)
Operating profit/(loss)	16,314	10,242	26,556	(9,496)	17,060
Net finance expense					(7,330)
Profit before tax					9,730
Total assets	567,593	203,229	770,822	67,376	838,198
Total liabilities	131,080	39,935	171,015	276,875	447,890
Capital expenditure, including intangible assets*	(21,028)	(7,305)	(28,333)	(446)	(28,779)
Depreciation, amortization, impairments	(9,784)	(4,411)	(14,195)	(721)	(14,916)
Adjusted EBITDA	26,037	14,727	40,764	(8,033)	32,731

For the three months ended June 30, 2012	FR, DE	Rest of	Subtotal	Corporate	Total
	NL and UK	Europe		and other	
	' 000	' 000	' 000	' 000	' 000
Recurring revenue	38,446	24,421	62,867	-	62,867
Non-recurring revenue	3,907	1,230	5,137	-	5,137
Revenue	42,353	25,651	68,004	-	68,004
Cost of sales	(16,876)	(9,872)	(26,748)	(1,482)	(28,230)
Gross profit/(loss)	25,477	15,779	41,256	(1,482)	39,774
Other income	114	-	114	-	114
Sales and marketing costs	(1,358)	(1,022)	(2,380)	(2,284)	(4,664)
Total general and administrative costs	(8,229)	(5,271)	(13,500)	(4,993)	(18,493)
Operating profit/(loss)	16,004	9,486	25,490	(8,759)	16,731
Net finance expense					(3,876)
Profit before tax					12,855
Total assets	494,213	189,219	683,432	91,306	774,738

Total liabilities	99,136	40,837	139,973	277,016	416,989
Capital expenditure, including intangible assets*	(34,562)	(6,848)	(41,410)	(1,162)	(42,572)
Depreciation, amortization, impairments	(5,776)	(3,883)	(9,659)	(577)	(10,236)
Adjusted EBITDA	<u>21,828</u>	<u>13,476</u>	<u>35,304</u>	<u>(7,538)</u>	<u>27,766</u>

*Capital expenditure, including intangible assets, represents payments to acquire property, plant and equipment and intangible assets, as recorded in the consolidated statement of cash flows as "Purchase of property, plant and equipment" and "Purchase of intangible assets" respectively.

For the six months ended June 30, 2013	FR, DE	Rest of	Subtotal	Corporate	Total
	NL and UK	Europe		and other	
	' 000	' 000	' 000	' 000	' 000
Recurring revenue	89,635	53,515	143,150	-	143,150
Non-recurring revenue	5,202	2,554	7,756	-	7,756
Revenue	94,837	56,069	150,906	-	150,906
Cost of sales	(35,459)	(21,655)	(57,114)	(3,795)	(60,909)
Gross profit/(loss)	59,378	34,414	93,792	(3,795)	89,997
Other income	193	-	193	-	193
Sales and marketing costs	(3,507)	(2,386)	(5,893)	(5,094)	(10,987)
Total general and administrative costs	(23,838)	(11,611)	(35,449)	(9,918)	(45,367)
Operating profit/(loss)	32,226	20,417	52,643	(18,807)	33,836
Net finance expense					(13,781)
Profit before tax					20,055
Total assets	567,593	203,229	770,822	67,376	838,198
Total liabilities	131,080	39,935	171,015	276,875	447,890
Capital expenditure, including intangible assets*	(41,721)	(18,554)	(60,275)	(1,293)	(61,568)
Depreciation, amortization, impairments	(18,907)	(8,594)	(27,501)	(1,426)	(28,927)
Adjusted EBITDA	51,204	29,191	80,395	(15,991)	64,404
For the six months ended June 30, 2012	FR, DE	Rest of	Subtotal	Corporate	Total
	NL and UK	Europe		and other	
	' 000	' 000	' 000	' 000	' 000
Recurring revenue	76,459	48,687	125,146	-	125,146
Non-recurring revenue	6,199	2,471	8,670	-	8,670
Revenue	82,658	51,158	133,816	-	133,816
Cost of sales	(31,956)	(19,726)	(51,682)	(3,047)	(54,729)
Gross profit/(loss)	50,702	31,432	82,134	(3,047)	79,087
Other income	232	-	232	-	232
Sales and marketing costs	(2,776)	(1,973)	(4,749)	(4,765)	(9,514)
Total general and administrative costs	(15,945)	(10,278)	(26,223)	(9,791)	(36,014)
Operating profit/(loss)	32,213	19,181	51,394	(17,603)	33,791
Net finance expense					(8,311)
Profit before tax					25,480
Total assets	494,213	189,219	683,432	91,306	774,738
Total liabilities	99,136	40,837	139,973	277,016	416,989
Capital expenditure, including intangible assets*	(87,055)	(14,771)	(101,826)	(1,846)	(103,672)
Depreciation, amortization, impairments	(11,101)	(7,489)	(18,590)	(1,301)	(19,891)
Adjusted EBITDA	43,405	26,884	70,289	(15,187)	55,102

*Capital expenditure, including intangible assets, represents payments to acquire property, plant and equipment and intangible assets, as recorded in the consolidated statement of cash flows as "Purchase of property, plant and equipment" and "Purchase of intangible assets" respectively.

Interim Report: Three and Six-month periods ended June 30, 2013

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This Interim Report is unaudited and may be subject to change

Reconciliation to adjusted EBITDA

	For the three months ended		For the six months ended	
	Jun 30, 2013	Jun 30, 2012	Jun 30, 2013	Jun 30, 2012
Consolidated	' 000	' 000	' 000	' 000
Profit for the period attributable to shareholders	6,600	8,724	13,570	17,420
Income tax expense	3,130	4,131	6,485	8,060
Profit before taxation	9,730	12,855	20,055	25,480
Finance income	(150)	(304)	(232)	(517)
Finance expense	7,480	4,180	14,013	8,828
Operating profit	17,060	16,731	33,836	33,791
Depreciation, amortization and impairments	14,916	10,236	28,927	19,891
EBITDA⁽¹⁾	31,976	26,967	62,763	53,682
Share-based payments	825	913	1,834	1,652
Income from sub-leases of unused data centre	(70)	(114)	(193)	(232)
Adjusted EBITDA⁽¹⁾	32,731	27,766	64,404	55,102

	For the three months ended		For the six months ended	
	Jun 30, 2013	Jun 30, 2012	Jun 30, 2013	Jun 30, 2012
FR, DE, NL and UK	' 000	' 000	' 000	' 000
Operating profit	16,314	16,004	32,226	32,213
Depreciation, amortization and impairments	9,784	5,776	18,907	11,101
EBITDA⁽¹⁾	26,098	21,780	51,133	43,314
Share-based payments	9	162	264	323
Income from sub-leases of unused data centre	(70)	(114)	(193)	(232)
Adjusted EBITDA⁽¹⁾	26,037	21,828	51,204	43,405

	<u>For the three months ended</u>		<u>For the six months ended</u>	
	<u>Jun 30, 2013</u>	<u>Jun 30, 2012</u>	<u>Jun 30, 2013</u>	<u>Jun 30, 2012</u>
Rest of Europe	' 000	' 000	' 000	' 000
Operating profit	10,242	9,486	20,417	19,181
Depreciation, amortization and impairments	4,411	3,883	8,594	7,489
EBITDA⁽¹⁾	14,653	13,369	29,011	26,670
Share-based payments	74	107	180	214
Adjusted EBITDA⁽¹⁾	14,727	13,476	29,191	26,884

	<u>For the three months ended</u>		<u>For the six months ended</u>	
	<u>Jun 30, 2013</u>	<u>Jun 30, 2012</u>	<u>Jun 30, 2013</u>	<u>Jun 30, 2012</u>
Corporate and other	' 000	' 000	' 000	' 000
Operating profit/(loss)	(9,496)	(8,759)	(18,807)	(17,603)
Depreciation, amortization and impairments	721	577	1,426	1,301
EBITDA⁽¹⁾	(8,775)	(8,182)	(17,381)	(16,302)
Share-based payments	742	644	1,390	1,115
Adjusted EBITDA⁽¹⁾	(8,033)	(7,538)	(15,991)	(15,187)

- (1) EBITDA is defined as operating profit plus depreciation, amortization and impairment of assets. We define Adjusted EBITDA as EBITDA adjusted to exclude share-based payments, increase/decrease in provision for onerous lease contracts, and income from sub-leases on unused data center sites. We present EBITDA and Adjusted EBITDA as additional information because we understand that they are measures used by certain investors and because they are used in our financial covenants in our 100 million revolving credit facility and 325 million 6.00% Senior Secured Notes due 2020. However, other companies may present EBITDA and Adjusted EBITDA differently. EBITDA and Adjusted EBITDA are not measures of financial performance under IFRS and should not be considered as an alternative to operating profit or as a measure of liquidity or an alternative to net income as indicators of our operating performance or any other measure of performance derived in accordance with IFRS.

6 Finance income and expense

	For the three months ended		For the six months ended	
	Jun 30, 2013 ' 000	Jun 30, 2012 ' 000	Jun 30, 2013 ' 000	Jun 30, 2012 ' 000
Bank and other interest	150	304	232	517
Finance income	150	304	232	517
Interest expense on Senior Security Notes, bank and other loans	(6,330)	(3,635)	(12,135)	(7,740)
Interest expense on finance leases	(452)	(7)	(732)	(15)
Interest expense on provision for onerous lease contracts	(87)	(109)	(179)	(225)
Other financial expenses	(344)	(315)	(658)	(664)
Foreign currency exchange losses	(267)	(114)	(309)	(184)
Finance expense	(7,480)	(4,180)	(14,013)	(8,828)
Net finance expense	(7,330)	(3,876)	(13,781)	(8,311)

The “Interest expense on provision for onerous lease contracts” relates to the unwinding of the discount rate used to calculate the “Provision for onerous lease contracts”.

7 Income tax expense

The Group’s consolidated effective tax rate of 32%, in respect of continuing operations for the three and six months ended June 30, 2013 and June 30, 2012, was affected by non-tax-deductible share-based payment expenses.

8 Property, plant and equipment

Acquisitions

During the three and six months ended June 30, 2013, the Group acquired data-center-related assets at a cost of 33,700,000 and 51,000,000 respectively (three and six months ended June 30, 2012: 42,200,000 and 100,100,000).

Capitalized interest relating to borrowing costs for the three and six months ended June 30, 2013 amounted to 285,000 and 1,023,000 respectively (three and six months ended June 30, 2012: 2,797,000 and 5,173,000). The cash effect of the interest capitalized for the three and six months ended June 30, 2013 amounted to nil and 3,032,000 respectively, which in the Statement of Cash Flows is presented under “Purchase of property, plant and equipment” (three and six months ended June 30, 2012: nil and 2,890,000).

Capital commitments

At June 30, 2013, the Group had outstanding capital commitments totalling 41,500,000. These commitments are expected to be substantially settled during the remainder of 2013.

9 Financial Instruments

Fair values versus carrying amounts

As of June 30, 2013, the market price of the Senior Secured Notes due 2017 was 109.9 (June 30, 2012: 111.6; December 31, 2012: 112.05). Using this market price, the fair value of the Senior Secured Notes due 2017 would have been approximately 285.8 million (June 30, 2012: 290.2 million; December 31, 2012: 291.3 million) compared to its nominal value of 260 million and carrying amount of 256.7 million.

The carrying amounts of other financial assets and liabilities approximate their fair value.

Fair values and hierarchy

As at June 30, 2013, there are no liabilities related to financial instruments which are carried at fair value.

The company uses three levels of valuation method as defined below:

Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities

Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices)

Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

At June 30, 2013, the Group had a financial asset carried at fair value, its investment in Istream Planet Inc., and a cash flow hedge to hedge an interest rate risk.

June 30, 2013	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash flow hedge	–	78	–
Financial asset	–	–	774
December 31, 2012	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Financial asset	–	–	774

No significant changes in levels of hierarchy, or transfers between levels, have occurred in the reporting period. The fair value of the cash flow hedge as per June 30, 2013 was based on broker quotes.

10 Borrowings

Mortgage financings

On January 18, 2013, the Group completed two mortgage financings totalling 10 million. The loans are secured by mortgages on the PAR3 land owned by Interxion Real Estate II Sarl and the PAR5 land owned by Interxion Real Estate III Sarl, pledges on the lease agreements, and are guaranteed by Interxion France SAS. The principal amounts on the two loans are to be repaid in quarterly instalments in an aggregate amount of

167,000 commencing on April 18, 2013. The mortgages have a maturity of fifteen years and have a variable interest rate based on EURIBOR plus an individual margin ranging from 240 to 280 basis points. The interest rates have been fixed for 75% of the principal outstanding amount for a period of 10 years.

On June 26, 2013, the Group completed a 6 million mortgage financing. The loan is secured by a mortgage on the AMS3 property owned by Interxion Real Estate V B.V. and a pledge on the lease agreement. The principal is to be repaid in annual instalments of 400,000 commencing May 1, 2014 and a final repayment of 4,400,000 due on May 1, 2018. The mortgage loan has a variable interest rate based on EURIBOR plus 275 basis points. The loan contains a minimum of 1.1 debt service capacity covenant ratio based on operations of Interxion Real Estate V B.V.

Senior Secured Notes due 2017

On June 3, 2013, the Company announced an offer to purchase for cash any and all of its outstanding euro-denominated 9.50% Senior Secured Notes due 2017.

On June 28, 2013, holders of 256,962,000 aggregate principal amount of the Senior Secured Notes due 2017, representing 98.8% of the outstanding Notes, had validly tendered their Notes.

The total consideration for each 1,000 principal amount of the Senior Secured Notes due 2017 validly tendered prior to the consent deadline was 1,102 and after the consent deadline 1,092 plus the accrued and unpaid interest up to, but not including, the day of settlement.

On July 3, 2013, the tender was completed and the Company discharged its obligations with respect to the remaining 3,038,000 outstanding Senior Secured Notes due 2017 not purchased in the offer in accordance with the satisfaction and discharge provisions of the indenture governing the Senior Secured Notes due 2017. These Notes were redeemed on August 2, 2013 at a redemption price equal to a "make-whole" amount of 1,094 for each 1,000 principal amount, as calculated in accordance with the terms of the indenture governing the Senior Secured Notes due 2017, plus accrued and unpaid interest up to, but not including, the redemption date.

The total redemption fees amounted to approximately 26.5 million.

On June 30, 2013 the purchase of the Senior Secured Notes due 2017 was not committed or guaranteed, and was conditional upon the completion of issuance of the Senior Secured Notes due 2020. Therefore, the Senior Secured Notes due 2017 are presented as non-current borrowings as at June 30, 2013.

60 Million Revolving Credit Facility

In the six months period ended June 30, 2013, the revolving credit facility remained undrawn.

Senior Secured Notes due 2020

On July 3, 2013, the Company issued an aggregate principal amount of 325 million 6.00% Senior Secured Notes due 2020.

The net proceeds of the offering were used to purchase all of the Senior Secured Notes due 2017 which were tendered in the offer for those notes and to redeem the Senior Secured Notes due 2017 which remained outstanding following the expiration and settlement of the tender offer and consent solicitation, to pay all related fees, expenses and premiums and for other general corporate purposes.

The 6.00% Senior Secured Notes are governed by an indenture dated July 3, 2013, among the Company, as issuer, and The Bank of New York Mellon, London Branch as Trustee. The indenture contains customary negative covenants, including but not limited to limitations or restrictions on our ability to incur debt, grant

liens, make restricted payments and sell assets. The negative covenants are subject to customary exceptions and are governed by a consolidated fixed charge ratio to exceed 2.00.

The obligations under the 6.00% Senior Secured Notes are guaranteed by certain of the Company's subsidiaries.

At any time on or after July 15, 2016, the Company may redeem all or part of the Senior Secured Notes at the following redemption prices (expressed as percentages of the principal amount), plus accrued and unpaid interest, if any, to the applicable redemption date, if redeemed during the twelve-month period commencing on July 15, of the years set forth below:

Year	Redemption price
2016	104.500%
2017	103.000%
2018	101.500%
2019 and thereafter	100.000%

The company has other optional redemption rights as follows:

- Prior to July 15, 2016, the Company may during each 12 month period redeem up to 10% of the aggregate principal amount of the Senior Secured Notes at a redemption price equal to 103.000% of the principal amount redeemed plus accrued and unpaid interest, if any, to the applicable redemption date;
- On or prior to July 15, 2016, the company may redeem up to 35% of the aggregate principal amount of the Senior Secured Notes with the net cash proceeds from specified equity offerings at a redemption price equal to 106.000% of the principal amount redeemed plus accrued and unpaid interest, if any, to the redemption date;

Redeem all or part of the Senior Secured Notes at a redemption price of 100% of the principal amount thereof, plus a make whole amount determined in accordance with the indenture governing the Senior Secured Notes, plus accrued and unpaid interest, if any, to the redemption date.

100 Million Revolving Credit Facility

On June 17, 2013, the Company entered into a new 100 million revolving credit facility with ABN AMRO Bank N.V., Barclays Bank PLC, Citigroup Global Markets Limited, Credit Suisse AG, Banc of America Securities Limited, as arrangers, the lenders thereunder, Barclays Bank PLC, as agent and Barclays Bank PLC as security trustee.

On July 3, 2013, in connection with the issuance of the 325 million 6.00% million Senior Secured Notes due 2020, all conditions precedent to the utilization of this revolving credit facility were satisfied.

The 100 million revolving facility agreement contains a financial covenant requiring the Company not to exceed a ratio of 4.00:1 of consolidated total net debt to pro forma EBITDA (as defined in the revolving facility agreement) at the end of each quarter. The revolving facility agreement contains restrictive covenants that are substantially similar to those contained in the indenture for the Senior Secured Notes due 2020.

If the balance sheet as at June 30, 2013 had been adjusted for completion of the Senior Secured Notes due 2020, the Company net debt ratio stood at 2.28.

This Interim Report is unaudited and may be subject to change

11 Related party transactions

On June 27, 2012, the Annual General Meeting of Shareholders approved to grant 5,000 options to the non-executive directors, Mr Baker, Mr Manning and Mr Van Luijk. In the first quarter of 2013 these options were formally granted at an exercise price of \$ 18.01.

In addition, in the first quarter of 2013, 20,000 options have been granted to key management at an exercise price of \$ 10.00.

On June 26, 2013, the Annual General Meeting of Shareholders approved that each non-executive director will be awarded restricted shares equivalent to a value of 40,000 under the terms and conditions of the Company's 2013 International Equity Based Incentive Plan. As at June 30, 2013 these were not formally granted.

12 Subsequent events

As further described in Note 10 of this interim report, the tender was completed on July 3, 2013 and the Company discharged its obligations with respect to the remaining (3,038,000) outstanding Senior Secured Notes due 2017 not purchased in the offer in accordance with the satisfaction and discharge provisions of the indenture. Those Notes were redeemed on August 2, 2013 at a redemption price equal to a "make-whole" amount of 1,094 for each 1,000 principal amount, as calculated in accordance with the terms of the indenture, plus accrued and unpaid interest up to, but not including, the redemption date.

On July 3, 2013, in connection with the issuance of the 325 million 6.00% Senior Secured Notes due 2020, all conditions precedent to the utilization of the new 100 million revolving credit facility were satisfied.

As a result of this refinancing, the Company incurred refinancing costs of approximately 31 million of which 26.5 million in cash is related to the tender, redemption and consent fees for the Senior Secured Notes due 2017 and 4.5 million non-cash expenses from the deferred financing costs related to the former 60 million Revolving Credit Facility and the unamortized costs of the Senior Secured Notes due 2017. The total net cash proceeds from the refinancing, excluding payment of accrued interest up to redemption date to the holders of the 9.50% Senior Secured Notes, were approximately 29.3 million.



2Q 2013 EARNINGS CONFERENCE CALL

7 August 2013

DISCLAIMER

- This document includes forward-looking statements. All statements other than statements of historical fact included in this document regarding our business, financial condition, results of operations and certain of our plans, objectives, assumptions, projections, expectations or beliefs with respect to these items and statements regarding other future events or prospects, are forward-looking statements. These statements include, without limitation, those concerning: our strategy and our ability to achieve it; expectations regarding sales, profitability and growth; plans for the construction of new data centres; our possible or assumed future results of operations; research and development, capital expenditure and investment plans; adequacy of capital; and financing plans. The words “aim,” “may,” “will,” “expect,” “anticipate,” “believe,” “future,” “continue,” “help,” “estimate,” “plan,” “schedule,” “intend,” “should,” “shall” or the negative or other variations thereof as well as other statements regarding matters that are not historical fact, are or may constitute forward-looking statements.
- In addition, this document includes forward-looking statements relating to our potential exposure to various types of market risks, such as foreign exchange rate risk, interest rate risks and other risks related to financial assets and liabilities. We have based these forward-looking statements on our management’s current view with respect to future events and financial performance. These views reflect the best judgment of our management but involve a number of risks and uncertainties which could cause actual results to differ materially from those predicted in our forward-looking statements and from past results, performance or achievements. Although we believe that the estimates reflected in the forward-looking statements are reasonable, such estimates may prove to be incorrect. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these forward-looking statements. These factors include, among other things:
 - operating expenses cannot be easily reduced in the short term;
 - inability to utilise the capacity of newly planned data centres and data centre expansions;
 - significant competition;
 - cost and supply of electrical power;
 - data centre industry over-capacity; and
 - performance under service level agreements.
- All forward-looking statements included in this document are based on information available to us on the date of this document. The Company undertakes no obligation to update publicly or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as may be required by applicable law. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained throughout this document.
- This document contains references to certain non-IFRS financial measures. For definitions of terms such as “Adjusted EBITDA”, “Equipped Space”, “LTM”, and “Recurring Revenue” and a detailed reconciliation between the non-IFRS financial results presented in this document and the corresponding IFRS measures, please refer to the appendix.
- Certain financial and other information presented in this document has not been audited or reviewed by our independent auditors.
- Certain numerical, financial data, other amounts and percentages in this document may not sum due to rounding. In addition, certain figures in this document have been rounded to the nearest whole number.

STRATEGIC & OPERATIONAL HIGHLIGHTS

David Ruberg - Chief Executive Officer

Q2 2013 PERFORMANCE

Financial Execution

- Organic revenue growth 13% Y/Y
- Big 4 recurring revenue growth 18% Y/Y
- Adjusted EBITDA growth 18% Y/Y
- Adjusted EBITDA margin expansion of 200 bps Y/Y
- Debt structure refinanced to reduced interest cost and extend maturities⁽¹⁾

Operational Execution

- Two expansion projects adding 800 sqm completed on schedule
- Ongoing projects on track
- Installed 1,200 sqm of revenue generating space
- Utilisation increased to 74%

Consistent Growth Through Solid Execution

(1) Completed after quarter end and is therefore not presented on 30 June 2013 reported Balance Sheet.

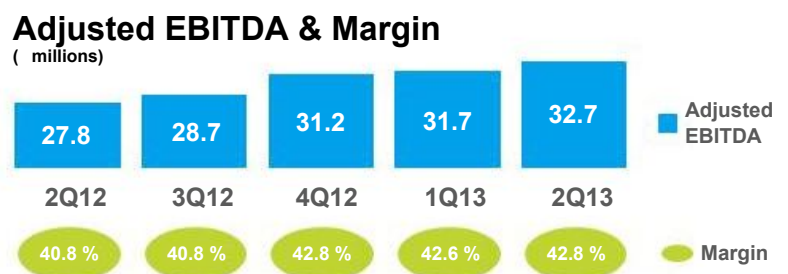
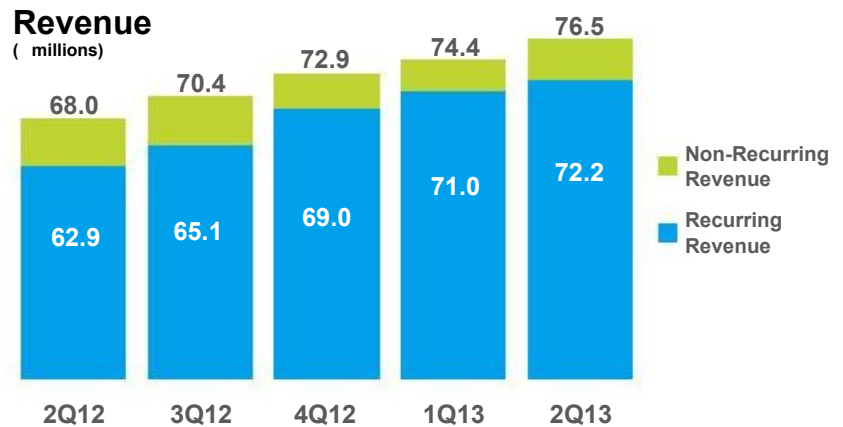
Q2 FINANCIAL HIGHLIGHTS

- Q2 Revenue 76.5 Million
Up 13% Y/Y and 3% Q/Q

- Q2 Recurring Revenue 72.2 Million
Up 15% Y/Y and 2% Q/Q
94% of Total

- Q2 Adjusted EBITDA of 32.7 Million
Up 18% Y/Y and 3% Q/Q

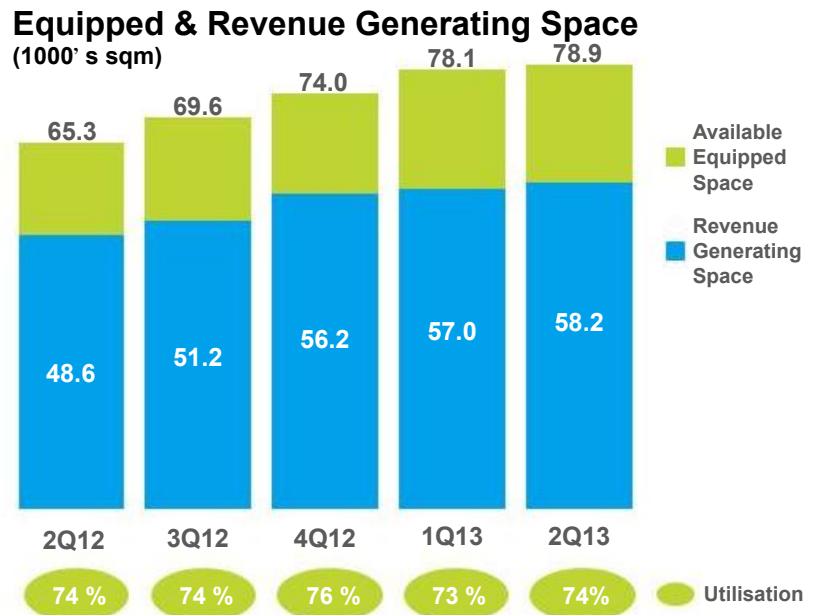
- Q2 Adjusted EBITDA margin 42.8%
Up 200bps Y/Y



Consistent Organic Revenue and Adjusted EBITDA Growth with Expanding Margins

Q2 OPERATIONAL HIGHLIGHTS

- Equipped Space of 78,900 sqm**
 Up 21% Y/Y
 800 sqm added in quarter
- Revenue Generating Space of 58,200 sqm**
 Up 20% Y/Y
 1,200 sqm installed in quarter
- Utilisation rate 74%**



Increasing Utilisation Driven By Strong Installations on the Back of Expansion in 2012

EXPANDING FACILITIES TO SUPPORT CUSTOMER NEEDS

Announced Projects With Target Open Dates in 2013 & 2014

- Completed projects in Copenhagen & Stockholm

- New projects announced in Frankfurt, Stockholm, Vienna & Zurich

VIE 1.4: 400 sqm opened

- Customer Available Power

81 MW at end of 2Q13

Potential of 113 MW from current data centres and announced projects

Market	Project	Project CapEx (millions)	Equipped Space (sqm)		Initial Customer Availability
			Project	Opened	
Frankfurt	FRA 6: Phase 3 Expansion	5	600	600	1Q 2013 (opened)
Copenhagen	CPH 1: Expansion	2	300	300	2Q 2013 (opened)
Stockholm	STO 2: Phase 1 New Build	11	500	500	2Q 2013 (opened)
Vienna	VIE 1: Phase 4 Expansion	1	400	400	3Q 2013 (opened)
Zurich	ZUR 1: Phase 4 Expansion	4	500	0	4Q 2013
Stockholm	STO 2: Phase 2 Expansion	6	500	0	1Q 2014
Frankfurt	FRA 8: Phases 1 & 2 New Build	30	1,800	0	1H 2014

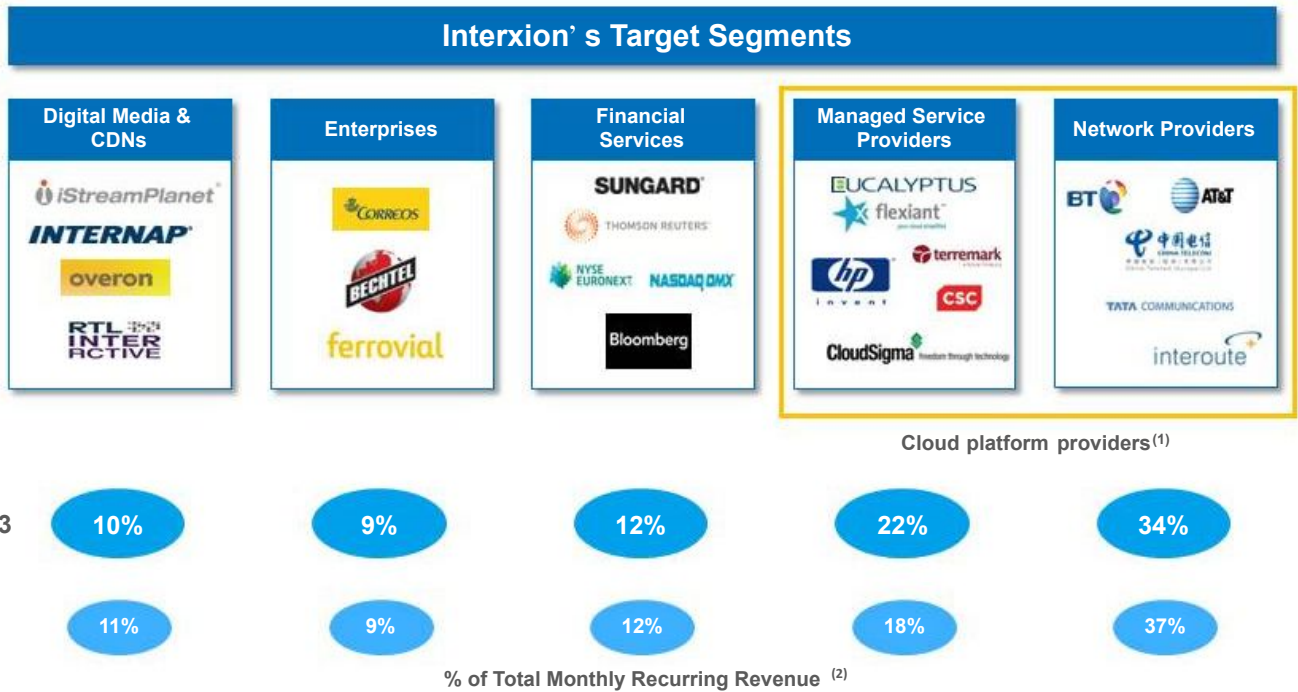
Note: As of 7 August 2013.

Table excludes 200 sqm space reduction at HIL 1 in 1Q 2013. See Appendix for further expansion detail.

CapEx and Equipped Space are approximate and may change.

CapEx reflects the total for the listed project at full power and capacity and may not be all invested in the current year.

BUILDING COMMUNITIES OF INTEREST DELIVERS SIGNIFICANT CUSTOMER VALUE



Cloud Platform Deployment Continues In Advance of Enterprise Migration

- (1) Selected providers in these segments, plus systems integrators, are deploying cloud platforms.
 (2) Remaining Monthly Recurring Revenue allocated to systems integrator, on-line retail, and public customer segments.

FINANCIAL HIGHLIGHTS

Josh Joshi - Chief Financial Officer

Q2 2013 RESULTS

millions (except per share amounts)	Q2 2012	Q1 2013	Q2 2013	Q2 2013 vs. Q2 2012	Q2 2013 vs. Q1 2013
Recurring revenue	62.9	71.0	72.2	15%	2%
Non-recurring revenue	5.1	3.4	4.3	(16%)	27%
Revenue	68.0	74.4	76.5	13%	3%
Gross profit	39.8	44.8	45.2	14%	1%
Gross margin %	58.5%	60.2%	59.1%	+60bps	-110bps
Adjusted EBITDA ⁽¹⁾	27.8	31.7	32.7	18%	3%
Adjusted EBITDA Margin %	40.8%	42.6%	42.8%	+200bps	+20bps
Operating profit	16.7	16.8	17.1	2%	2%
Profit before tax	12.9	10.3	9.7	(24%)	(6%)
Income tax (expense)	(4.1)	(3.3)	(3.1)	(24%)	(7%)
Net profit	8.7	7.0	6.6	(24%)	(5%)
EPS (diluted)	0.13	0.10	0.10	(26%)	(6%)

■ **Recurring revenue 72.2 million**

Up 15% Y/Y and 2% Q/Q

■ **Adjusted EBITDA 32.7 million**

Up 18% Y/Y and 3% Q/Q

■ **Adjusted EBITDA margin 42.8%**

+200 bps Y/Y

+ 20 bps Q/Q

■ **Increase in depreciation and net finance expense driven by completed construction**

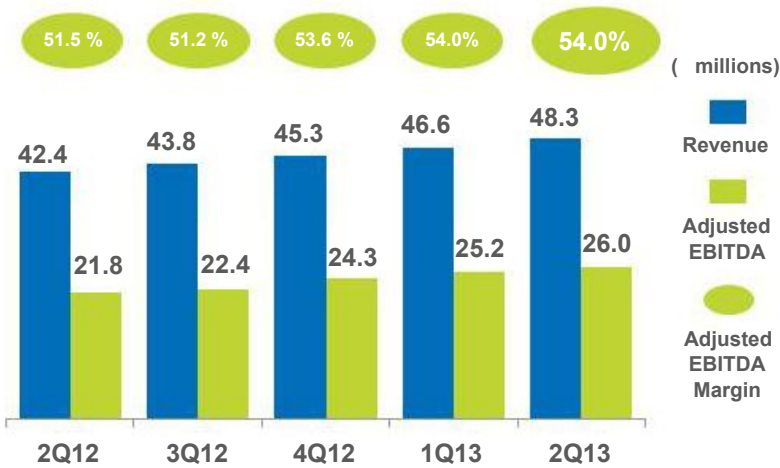
Solid Financial Performance from Steady Operational Execution

(1) Adjustments to EBITDA include share-based payments, increase/decrease in provision for onerous lease contracts, and income from sub-leases on unused data centre sites.

interxion 10

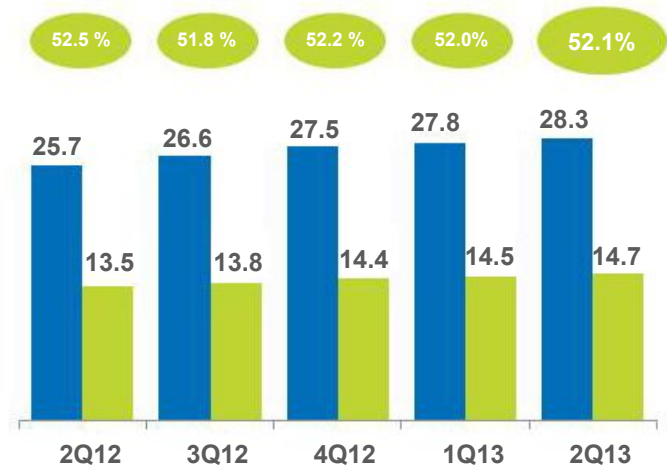
REPORTING SEGMENT ANALYSIS

France, Germany, the Netherlands, and UK



- Revenue growth of 14% Y/Y and 4% Q/Q
- Recurring revenue growth of 18% Y/Y and 2% Q/Q
- Adjusted EBITDA margins up 250 bp Y/Y

Rest of Europe



- Revenue growth of 10% Y/Y and 2% Q/Q
- Recurring revenue growth of 11% Y/Y and 2% Q/Q
- Strong and steady Adjusted EBITDA margins

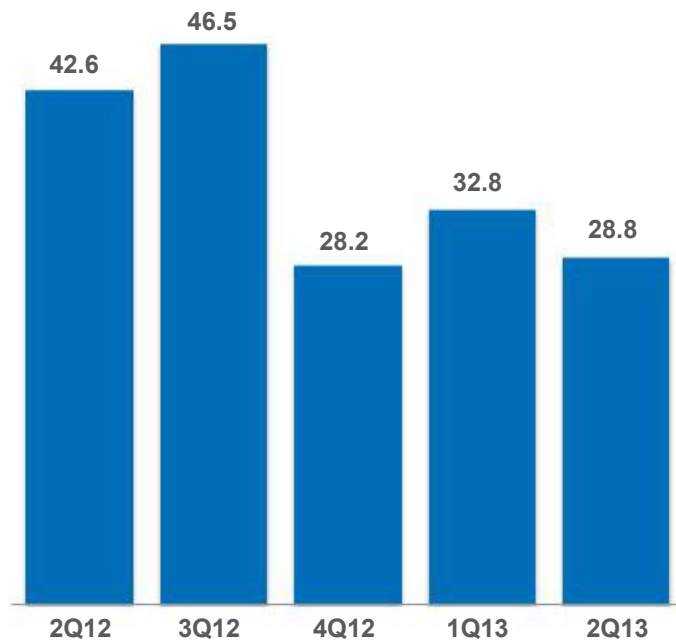
Solid Organic Growth In Both Segments Despite Macro Headwinds

Note: Analysis excludes "Corporate & Other" segment.

DEMAND-DRIVEN CAPITAL EXPENDITURES

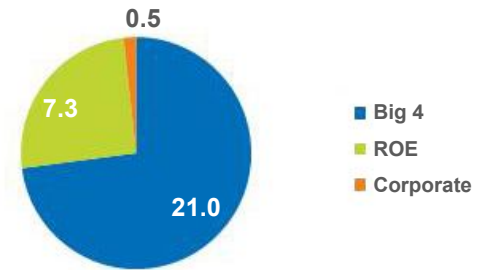
Capital Expenditures, including Intangible Assets

(millions)



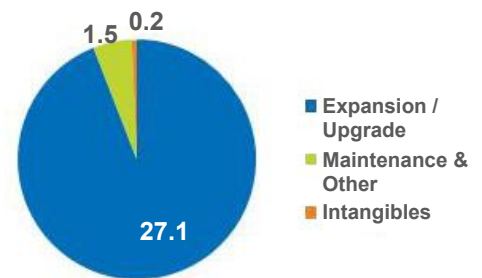
By Geography (Q2 2013)

(millions)



By Category (Q2 2013)

(millions)



Capital Expenditures Continued to Support Demand-Driven Expansion

STRONG BALANCE SHEET

millions	Actuals 30-Jun-13	As adjusted* 30-Jun-13	Actuals 31-Dec-12
Cash & Cash Equivalents	59.8	89.2	68.7
Total Borrowings ^{(1) (2)}	302.8	363.1	286.8
Shareholders Equity	390.3	367.1	375.6
Total Capitalisation	693.1	730.2	662.4
Total Borrowings / Total Capitalisation	43.7%	49.7%	43.3%
Gross Leverage Ratio ⁽³⁾	2.5x	3.0x	2.5x
Net Leverage Ratio ⁽⁴⁾	2.0x	2.3x	1.9x

- **Refinanced bonds with 325 million 6.0% Senior Secured Notes due 2020**
Improves operational & strategic flexibility
- **Solid cash position and substantial additional liquidity from undrawn 100 million RCF**
- **New 6 million mortgage on recently purchased property in Amsterdam**
Attractive mortgage rates reduce average cost of debt
- **Significant covenant headroom**
Maximum net leverage ratio⁽⁴⁾: 4.0x

* As adjusted figures represent the 30 June 2013 Balance sheet adjusted for refinancing completed on 3 July 2013: the purchase of the 9.5% Senior Secured Notes due 2017 financed by the issue of the 6.0% Senior Secured Notes due 2020 and the new 100 million revolving credit facility (which remained undrawn), the net cash proceeds excluding payment of interest up to redemption date to the 9.5% Senior Secured Notes holders and the after tax impact of the one-off financial charges

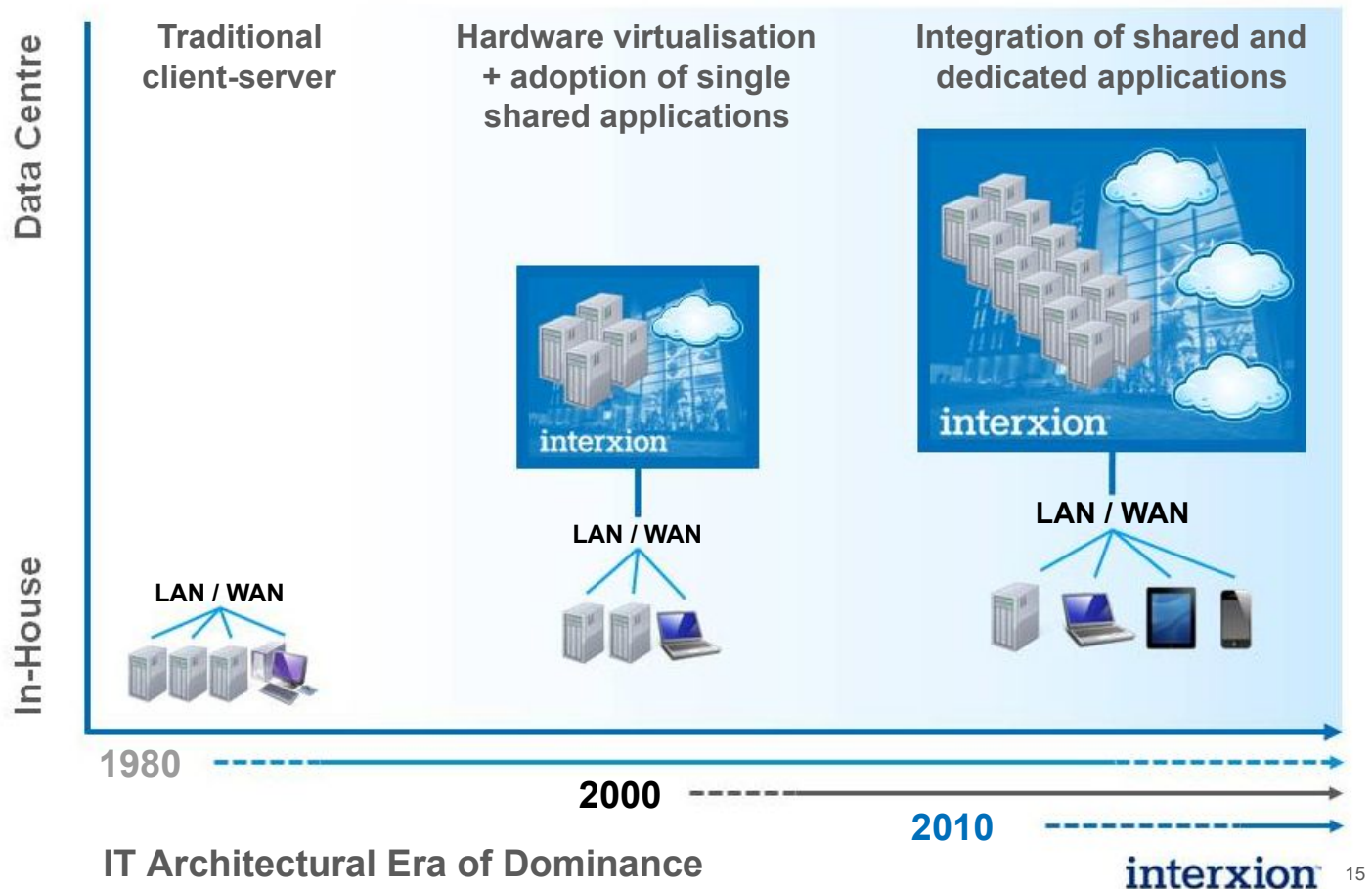
Strong Capital Structure with Decreasing Cost of Capital

- (1) Total Borrowings = 9.50% Senior Secured Notes due 2017 including premium on additional issue and are shown after deducting underwriting discounts and commissions, offering fees and expenses + Mortgages + Financial Leases + Other Borrowings - Revolving credit facility deferred financing costs
- (2) Total Borrowings "As adjusted" = 6.0% Senior Secured Notes due 2020 and are shown after deducting underwriting discounts and commissions, offering fees and expenses + Mortgages + Financial Leases + Other Borrowings - 100 million Revolving credit facility deferred financing costs
- (3) Gross Leverage Ratio = (9.50% Senior Secured Notes due 2017 at face value + Mortgages + Financial Leases + Other Borrowings) / Last Twelve Months Adjusted EBITDA (6.0% Senior Secured Notes due 2020 for the "As adjusted" figures)
- (4) Net Leverage Ratio = (9.50% Senior Secured Notes due 2017 at face value + Mortgages + Financial Leases + Other Borrowings - Cash & Equivalents) / Last Twelve Months Adjusted EBITDA (6.0% Senior Secured Notes due 2020 for the "As adjusted" figures)

BUSINESS COMMENTARY, OUTLOOK & CONCLUDING REMARKS

David Ruberg - Chief Executive Officer

MIGRATION TO CLOUD-BASED SOLUTIONS



REAFFIRMING GUIDANCE FOR 2013

Range

(in millions)

Revenue	307 - 322
Adjusted EBITDA	130 - 140
Capital Expenditures	130 - 150

QUESTIONS & ANSWERS

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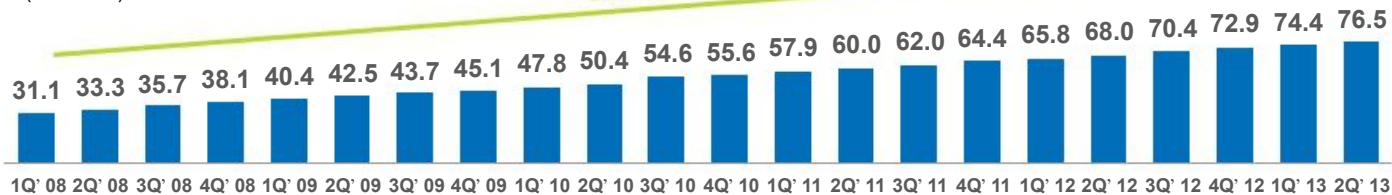
APPENDIX

TRACK RECORD OF CONSISTENT GROWTH IN REVENUE & ADJUSTED EBITDA

Revenue by Quarter

(millions)

CAGR⁽¹⁾ = 19%

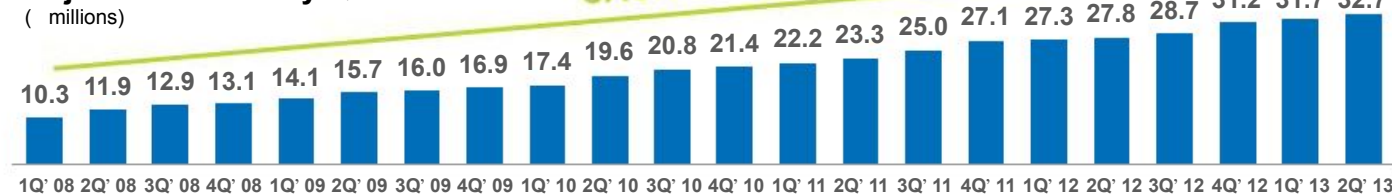


Y/Y Growth	39%	40%	39%	32%	30%	28%	22%	18%	18%	19%	25%	23%	21%	19%	13%	16%	14%	13%	14%	13%	13%	13%	
Big 4 % ⁽²⁾	60%	59%	58%	58%	58%	59%	59%	59%	60%	60%	60%	58%	60%	60%	59%	62%	61%	62%	62%	62%	62%	63%	63%

Adjusted EBITDA by Quarter

(millions)

CAGR⁽¹⁾ = 25%



Adjusted EBITDA Margin ⁽³⁾	33%	36%	36%	34%	35%	37%	37%	37%	36%	39%	38%	38%	38%	39%	40%	42%	42%	41%	41%	43%	43%	43%
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27 Consecutive Quarters of Sequential Organic Revenue and Adjusted EBITDA Growth

- (1) CAGR calculated as 2Q13 vs. 1Q08.
- (2) Big 4 % defined as percentage of total revenue from France, Germany, Netherlands, and UK reporting segment.
- (3) Adjusted EBITDA margin calculated as Adjusted EBITDA divided by Revenue.

HISTORICAL FINANCIAL RESULTS

in millions (except as noted)	2011				2012				2013		2011	2012
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	FY	FY
Recurring revenue	54.1	56.2	58.2	59.7	62.3	62.9	65.1	69.0	71.0	72.2	228.3	259.2
Non-recurring revenue	3.8	3.8	3.8	4.7	3.5	5.1	5.3	3.9	3.4	4.3	16.0	17.9
Total Revenue	57.9	60.0	62.0	64.4	65.8	68.0	70.4	72.9	74.4	76.5	244.3	277.1
Gross Profit	33.1	34.5	36.0	38.9	39.3	39.8	41.0	43.9	44.8	45.2	142.5	164.0
<i>Gross Margin</i>	57.2%	57.5%	58.1%	60.4%	59.7%	58.5%	58.3%	60.3%	60.2%	59.1%	58.3%	59.2%
Adj EBITDA	22.2	23.3	25.0	27.1	27.3	27.8	28.7	31.2	31.7	32.7	97.6	115.0
<i>Adj EBITDA Margin</i>	38.4%	38.9%	40.3%	42.1%	41.5%	40.8%	40.8%	42.8%	42.6%	42.8%	40.0%	41.5%
Net Profit	2.8	5.2	6.9	10.6	8.7	8.7	8.6	5.6	7.0	6.6	25.6	31.6
CapEx Paid	19.5	19.0	54.9	68.5	61.1	42.6	46.5	28.2	32.8	28.8	162.0	178.3
Expansion/Upgrade	17.1	13.6	51.4	63.6	57.8	38.2	42.2	23.4	28.8	27.1	145.8	161.5
Maintenance & Other	2.0	2.6	2.4	1.8	1.9	3.3	1.6	3.6	2.1	1.5	8.8	10.5
Intangibles	0.4	2.7	1.2	3.1	1.4	1.0	2.6	1.2	1.9	0.2	7.4	6.3
Cash Generated from Operations	20.7	23.0	23.8	22.6	25.4	29.4	24.1	32.9	23.6	24.1	90.0	111.7
Gross PP&E	523.5	538.0	588.1	671.6	730.1	775.9	807.9	856.3	870.0	900.0	671.6	856.3
Gross Intangible Assets	8.3	8.6	12.4	15.5	16.9	17.9	21.7	23.1	23.5	23.7	15.5	23.1
LTM Cash ROIC	15%	16%	15%	15%	15%	15%	14%	13%	13%	13%	15%	13%

The Company's growth has been 100% organic; hence, gross goodwill is zero for all periods.

HISTORICAL SEGMENT FINANCIAL RESULTS

in millions (except as noted)	2011				2012				2013		2011	2012
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	FY	FY
BIG 4												
Recurring revenue	32.2	33.6	34.5	36.2	38.0	38.4	39.8	42.8	44.4	45.2	136.5	159.1
Non-recurring revenue	2.4	2.5	2.0	3.4	2.3	3.9	4.0	2.5	2.1	3.1	10.4	12.6
Total Revenue	34.7	36.1	36.4	39.6	40.3	42.4	43.8	45.3	46.6	48.3	146.8	171.8
<i>Gross Margin</i>	58.5%	58.5%	59.9%	62.2%	62.6%	60.2%	60.1%	62.7%	63.2%	62.1%	59.8%	61.4%
Adj EBITDA	16.8	18.0	18.5	21.6	21.6	21.8	22.4	24.3	25.2	26.0	74.8	90.1
<i>Adj EBITDA Margin</i>	48.4%	49.8%	50.7%	54.4%	53.5%	51.5%	51.2%	53.6%	54.0%	54.0%	50.9%	52.5%
REST OF EUROPE												
Recurring revenue	21.9	22.7	23.8	23.5	24.3	24.4	25.3	26.2	26.5	27.0	91.9	100.1
Non-recurring revenue	1.3	1.2	1.8	1.2	1.2	1.2	1.4	1.4	1.3	1.3	5.6	5.2
Total Revenue	23.2	23.9	25.6	24.8	25.5	25.7	26.6	27.5	27.8	28.3	97.5	105.3
<i>Gross Margin</i>	61.1%	61.0%	60.7%	62.7%	61.4%	61.5%	60.8%	62.4%	61.3%	61.4%	61.4%	61.5%
Adj EBITDA	12.1	12.2	13.2	13.3	13.4	13.5	13.8	14.4	14.5	14.7	50.7	55.1
<i>Adj EBITDA Margin</i>	52.1%	50.8%	51.4%	53.5%	52.6%	52.5%	51.8%	52.2%	52.0%	52.1%	52.0%	52.3%
CORPORATE & OTHER												
Adj EBITDA	(6.7)	(6.8)	(6.6)	(7.7)	(7.6)	(7.5)	(7.5)	(7.5)	(8.0)	(8.0)	(27.8)	(30.2)

HISTORICAL OPERATING METRICS

Space figures in square metres ⁽¹⁾ Customer Available Power in MW ⁽¹⁾	2011				2012				2013	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Equipped Space	61,000	61,500	62,200	62,800	64,800	65,300	69,600	74,000	78,100	78,900
Revenue Generating Space	44,600	45,300	46,100	47,100	47,500	48,600	51,200	56,200	57,000	58,200
Utilisation (%) ⁽²⁾	73%	74%	74%	75%	73%	74%	74%	76%	73%	74%
Customer Available Power ⁽³⁾	n.a.	n.a.	n.a.	58	60	62	73	79	79	81
Data Centres in Operation	28	28	28	28	29	30	32	33	33	34

(1) All figures at the end of the period.

(2) Utilisation as at the relevant date.

(3) Customer Available Power: not disclosed prior to 4Q 2011.

EQUIPPED SPACE ADDITIONS

Space figures in square metres ¹	2011				2012				2013	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
BIG 4										
France	–	–	–	–	–	500	1,500	–	2,700	–
Germany	–	– ²	–	–	1,500	–	–	–	600	–
Netherlands	–	–	–	–	–	–	1,700	3,700	(200) ³	–
UK	–	500	–	–	–	–	1,100	–	400	–
Subtotal	–	500²	–	–	1,500	500	4,300	3,700	3,500	–
REST OF EUROPE										
Austria	–	–	600	–	–	–	–	–	–	–
Belgium	–	–	–	–	–	–	–	–	–	–
Denmark	–	–	–	–	–	–	–	–	–	300
Ireland	–	–	–	600	–	–	–	–	–	–
Spain	–	–	–	–	–	–	–	200	600	–
Sweden	–	–	–	–	500	–	–	–	–	500
Switzerland	–	–	–	–	–	–	–	600	–	–
Subtotal	–	–	600	600	500	–	–	800	600	800
Total Additional Equipped Space	–	500²	700	600	2,000	500	4,300	4,400	4,100	800

- (1) Figures rounded to nearest 100 sqm unless otherwise noted.
(2) 500 sqm in Dusseldorf previously included in Equipped Space.
(3) HIL 1 space reduced due to change lease terms.

NON-IFRS RECONCILIATIONS

Reconciliation to Adjusted EBITDA⁽¹⁾

in millions (except as noted)	2008				2009				2010				2011				2012				2013	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Net profit / (loss)	-	-	-	-	5.9	8.2	1.3	11.0	(4.7)	4.0	5.9	9.5	2.8	5.2	6.9	10.6	8.7	8.7	8.6	5.6	7.0	6.6
Income tax expense	-	-	-	-	1.7	0.7	2.3	(5.4)	1.2	2.9	1.6	(3.2)	2.3	2.3	3.2	1.9	3.9	4.1	4.3	3.5	3.4	3.1
Profit before taxation	-	-	-	-	7.6	8.9	3.6	5.7	(3.5)	6.9	7.5	6.3	5.1	7.5	10.1	12.6	12.6	12.9	12.8	9.1	10.3	9.7
Net finance expense	-	-	-	-	1.5	1.0	1.9	1.9	13.5	4.8	5.1	6.1	6.6	6.0	5.3	5.0	4.4	3.9	3.8	5.7	6.5	7.3
Operating profit	6.4	8.0	8.9	8.9	9.1	9.8	5.5	7.5	10.0	11.7	12.6	12.4	11.7	13.5	15.3	17.5	17.1	16.7	16.6	14.8	16.8	17.1
Depreciation, amortization and impairments	3.6	3.4	3.6	4.4	4.6	5.0	5.6	6.8	7.2	7.5	7.8	8.6	8.5	9.6	9.1	8.4	9.7	10.2	11.0	13.1	14.0	14.9
EBITDA	10.0	11.4	12.6	13.3	13.8	14.8	11.1	14.3	17.2	19.2	20.4	21.0	20.3	23.1	24.4	25.9	26.7	27.0	27.6	27.8	30.8	32.0
Share-based payments	0.4	0.4	0.4	0.5	0.2	0.2	0.2	0.3	0.3	0.4	0.4	0.6	0.3	0.3	0.7	1.3	0.7	0.9	1.2	2.6	1.0	0.8
Increase/(decrease) in provision for onerous lease contracts	0.1	0.2	0.1	1.2	0.5	0.9	0.0	2.4	0.1	0.1	0.1	(0.1)	0.0	-	-	-	-	-	-	0.8	-	-
IPO transaction costs	-	-	-	-	-	-	-	-	-	-	-	-	1.7	-	-	-	-	-	-	-	-	-
Abandoned transaction costs	-	-	-	-	-	-	4.8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Income from sub-leases on unused data centre sites	(0.1)	(0.1)	(0.1)	(0.2)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)
Net insurance compensation benefit	-	-	-	(1.8)	(0.3)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adjusted EBITDA	10.3	11.9	12.9	13.1	14.1	15.7	16.0	16.9	17.4	19.6	20.8	21.4	22.2	23.3	25.0	27.1	27.3	27.8	28.7	31.2	31.7	32.7

(1) Prior to 2009 capitalization of interest was not reported on a quarterly basis. The Company is, therefore, unable to reconcile from Net profit/(loss) to Operating profit prior to 2009.

NON-IFRS RECONCILIATIONS

Reconciliation to Segment Adjusted EBITDA

in millions	2011				2012				2013	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
BIG 4										
Operating profit	11.7	12.3	13.4	16.3	16.2	16.0	15.8	15.3	15.9	16.3
Depreciation, amortization and impairments	5.1	5.8	5.1	5.3	5.3	5.8	6.5	8.1	9.1	9.8
EBITDA	16.8	18.0	18.5	21.6	21.5	21.8	22.3	23.4	25.0	26.1
Share-based payments	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	0.3	0.0
Increase/(decrease) in provision for onerous lease contracts	0.0	-	-	-	-	-	-	0.8	-	-
Income from sub-leases on unused data centre sites	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)
Adjusted EBITDA	16.8	18.0	18.5	21.6	21.6	21.8	22.4	24.3	25.2	26.0
ROE										
Operating profit	9.0	8.8	9.7	10.5	9.7	9.5	9.8	10.0	10.2	10.2
Depreciation, amortization and impairments	3.0	3.3	3.4	2.7	3.6	3.9	3.9	4.3	4.2	4.4
EBITDA	12.0	12.1	13.1	13.1	13.3	13.4	13.7	14.3	14.4	14.7
Share-based payments	0.1	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Adjusted EBITDA	12.1	12.2	13.2	13.3	13.4	13.5	13.8	14.4	14.5	14.7
CORPORATE & OTHER										
Operating profit/(loss)	(8.9)	(7.6)	(7.8)	(9.2)	(8.8)	(8.8)	(9.0)	(10.6)	(9.3)	(9.5)
Depreciation, amortization and impairments	0.4	0.5	0.6	0.4	0.7	0.6	0.6	0.7	0.7	0.7
EBITDA	(8.6)	(7.0)	(7.2)	(8.8)	(8.1)	(8.2)	(8.4)	(9.8)	(8.6)	(8.8)
Share-based payments	0.2	0.2	0.6	1.1	0.5	0.6	0.9	2.3	0.6	0.7
IPO transaction costs	1.7	-	-	-	-	-	-	-	-	-
Adjusted EBITDA	(6.7)	(6.8)	(6.6)	(7.7)	(7.6)	(7.5)	(7.5)	(7.5)	(8.0)	(8.0)

DEFINITIONS

Adjusted EBITDA: EBITDA is defined as operating profit plus depreciation, amortization and impairment of assets. We define Adjusted EBITDA as EBITDA adjusted to exclude share-based payments, increase/decrease in provision for onerous lease contracts, IPO transaction costs, abandoned transaction costs, income from sub-leases on unused data centre sites and net insurance compensation benefit.

Big 4: France, Germany, the Netherlands, and the UK

CAGR: Compound Annual Growth Rate

Capital expenditures including intangible assets: represent payments to acquire property, plant & equipment and intangible assets as recorded on our consolidated statement of cash flows as "Purchase of property, plant and equipment" and "Purchase of intangible assets" respectively. Investments in intangibles assets include power grid rights and software development.

Cash ROGIC: Cash Return on Gross Invested Capital (Cash ROGIC) defined as (Adjusted EBITDA less maintenance and administrative capex) divided by {Average of opening and closing (gross PP&E plus gross intangible assets plus gross goodwill)}.

Corporate and Other: Unallocated items comprised of mainly general and administrative expenses, assets and liabilities associated with our headquarters operations, provisions for onerous contracts (relating to the discounted amount of future losses expected to be incurred in respect of unused data center sites over the term of the relevant leases) and revenue and expenses related to those onerous contracts, loans and borrowings and related expenses and income tax assets and liabilities.

CDNs: Content Distribution Networks

Churn: contracted Monthly Recurring Revenue which came to an end during the month as a percentage of the total contracted Monthly Recurring Revenue at the beginning of the month.

Customer Available Power: the current installed electrical customer capacity.

Equipped Space: the amount of data centre space that, on the relevant date, is equipped and either sold or could be sold, without making any significant additional investments to common infrastructure.

LTM: Last Twelve Months ended June 30, 2013, unless otherwise noted.

MW: Megawatts

SQM: Square metres

Recurring Revenue: revenue that is incurred from colocation and associated power charges, office space, amortized set-up fees and certain recurring managed services (but excluding any ad hoc managed services) provided by us directly or through third parties. Rents received for the sublease of unused sites are excluded.

Rest of Europe / ROE: Austria, Belgium, Denmark, Ireland, Spain, Sweden, and Switzerland.

Revenue Generating Space: the amount of Equipped Space that is under contract and billed on the relevant date.

Utilisation Rate: on the relevant date, Revenue Generating Space as a percentage of Equipped Space. Some Equipped Space is not fully utilized due to customers' specific requirements regarding the layout of their equipment. In practice, therefore, Utilization Rate does not reach 100%.



VAN DOORNE N.V.

AS/ED/MZ/60012484

DEED OF PLEDGE OF SHARES

IN: **INTERXION OPERATIONAL B.V.**

BY: **INTERXION HOLDING N.V.**

TO: **BARCLAYS BANK PLC**

Today, the third day of July two thousand and thirteen, appear before me, Arnout Christiaan Stroeve, civil-law notary, practising in Amsterdam, The Netherlands:

- 1 Martine Janneke van Zijl, born in Nieuwegein on the fourth day of August nineteen hundred and eighty-six, with office address at Jachthavenweg 121, 1081 KM Amsterdam, The Netherlands, acting as proxy of, and pursuant to a power of attorney, authorised in writing by:
 - a. **INTERXION HOLDING N.V.**, a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of The Netherlands, having its corporate seat in Amsterdam, The Netherlands and its registered office at Tupolevlaan 24, 1119 NX Schiphol-Rijk, The Netherlands, registered with the Commercial Register under file number: 33301892 (the "**Pledgor**");
 - b. **INTERXION OPERATIONAL B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat in Amsterdam, The Netherlands and its registered office at Tupolevlaan 24, 1119 NX Schiphol- Rijk, The Netherlands, registered with the Commercial Register under file number: 34389232 (the "**Company**"); and
- 2 Elmar Dijkstra, born in Rotterdam on the sixth day of May nineteen hundred and eighty, with office address at Jachthavenweg 121, 1081 KM Amsterdam, The Netherlands, acting as proxy of, and pursuant to a power of attorney, authorised in writing by:

BARCLAYS BANK PLC, a public limited company registered in England and Wales with company number 1026167 and having its office at 1 Churchill Place, London, E14 5HP, United Kingdom, acting (i) in its capacity of Security Trustee under the Intercreditor Agreement and (ii) in its capacity of creditor of the Parallel Obligations, as defined below (the "**Pledgee**").



HEREBY AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Interpretation

Capitalised terms not otherwise defined herein shall have the meaning given to them in the Intercreditor Agreement.

1.2 Definitions

In addition, in this Deed, unless the context otherwise requires:

“**Debt Documents**” has the meaning given thereto in the Intercreditor Agreement;

“**Debtor**” has the meaning given thereto in the Intercreditor Agreement;

“**Dividends**” means all dividends, other distributions and payments that become payable and/or accrue on or in respect of any of the Shares, whether payable in cash, by means of stock dividend or in kind and whether on the account of the distribution of profits, reserves, the repurchase of Shares, the redemption of Shares or otherwise;

“**Encumbrance**” means any mortgage, pledge, lien (*retentierecht*), right of usufruct, seizure, attachment or other encumbrance of any kind whatsoever, whether actual or contingent, conditional or otherwise;

“**Enforcement Event**” means any Event of Default which also constitutes a default (*verzuim*) in the payment of any amount due under the Secured Obligations;

“**Event of Default**” has the meaning given thereto in the Intercreditor Agreement;

“**Future Shares**” means any shares in the capital of the Company that are acquired by the Pledgor following execution of this Deed;

“**Intercreditor Agreement**” means the intercreditor agreement dated the third day of July two thousand and thirteen (as amended, supplemented, restated or replaced from time to time) between, *inter alia*, Barclays Bank PLC as Revolving Agent, The Bank of New York Mellon as Original Senior Secured Trustee, the Revolving Lenders, InterXion Holding N.V. as the Company, certain companies as Original Debtors, Barclays Bank PLC as Security Trustee and others;

“**Liabilities**” has the meaning given thereto in the Intercreditor Agreement;

“**Parallel Obligations**” means the Parallel Debt as described in Clause 17.2 of the Intercreditor Agreement, to the extent they constitute obligations for the payment of money (*vorderingen tot voldoening van een geldsom*);

“**Pledge**” means the security created or purported to be created by this Deed and/or any supplemental deed executed pursuant to Clause 2.2.3;

“**Present Shares**” means all of the issued shares in the capital of the Company held by the Pledgor on the date of this Deed, consisting of one hundred and eighty (180) shares, each share with a par value of one hundred euro (EUR 100), numbered 1 up to and including 180;

“**Principal Obligations**” means all the Liabilities and all other present and future obligations (other than the Parallel Obligations) at any time due, owing or incurred by each Debtor and by each other grantor of Transaction Security to any Secured Party under the Debt Documents for the payment of money (*vorderingen tot voldoening van een geldsom*), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;



“**Rights**” means the Dividends, all present and future rights and claims of the Pledgor to acquire any shares in the capital of the Company and all other present and future rights and claims of the Pledgor arising out of or in connection with the Shares, other than the Voting Rights and the rights of holders of depository receipts referred to in Clause 3.2;

“**Secured Obligations**” means (i) the Parallel Obligations and (ii) the Principal Obligations that are secured by this Pledge pursuant to Clause 2.4;

“**Secured Parties**” has the meaning given thereto in the Intercreditor Agreement;

“**Security Assets**” means the Shares and the Rights collectively;

“**Shares**” means the Present Shares and the Future Shares collectively;

“**Transaction Security**” has the meaning given thereto in the Intercreditor Agreement; and

“**Voting Rights**” means the voting rights attaching to the Shares.

1.3 References

In this Deed:

- 1.3.1 references to any Debt Document shall be construed as references to such document as presently in force and as amended, modified, supplemented, novated, restated or replaced from time to time, including (i) any increase or reduction in any amount made available thereunder, (ii) any alteration of or addition to the purpose for which any amount made available thereunder may be used, (iii) any credit facility provided in substitution of or in addition to the facilities originally made available thereunder, (iv) any rescheduling of the indebtedness incurred thereunder, (v) any substitution, retirement or accession of any party to the Debt Documents or (vi) a combination of the above;
- 1.3.2 clause headings are inserted for convenience of reference only and are to be ignored in construing this Deed and, unless otherwise specified, all references to Clauses are to clauses of this Deed;
- 1.3.3 unless the context otherwise requires, words denoting the singular shall include the plural and *vice versa*;
- 1.3.4 references to any party include that party’ s successors and permitted transferees and assignees;
- 1.3.5 references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time;
- 1.3.6 references to Security Assets include, where the context so requires, references to all or any of the constituent parts thereof;
- 1.3.7 an Event of Default or an Enforcement Event is “continuing” if it has not been remedied or waived; and
- 1.3.8 references to such terms as ‘this Deed’ , ‘hereunder’ , ‘herein’ and ‘hereby’ shall, where the context so requires, be construed as including references to any supplemental deed executed pursuant to Clause 2.2.3.



1.4 Debt Document

This Deed constitutes a Debt Document.

1.5 No unlawful financial assistance

No obligations shall be included in the definition of “Secured Obligations” to the extent that, if included, the Pledge or any part thereof would constitute a violation of the prohibition on financial assistance as contained in Section 2:98c of the Dutch Civil Code (the “Prohibition”) and this Deed is only legally binding on the Pledgor to the extent it will not be in violation of the Prohibition and all provisions of this Deed will be construed accordingly.

2 PLEDGE

2.1 Agreement to pledge

The Pledgor hereby agrees and undertakes with the Pledgee to grant a right of pledge over the Security Assets as security for the Secured Obligations.

2.2 Pledge

As security for the performance of the Secured Obligations, the Pledgor hereby:

2.2.1 pledges to the Pledgee the Present Shares and the Rights pertaining thereto;

2.2.2 pledges to the Pledgee in advance (*bij voorbaat*) the Future Shares and the Rights pertaining thereto; and

2.2.3 irrevocably undertakes, to the extent the pledge in advance pursuant to Clause 2.2.2 is not effective, to pledge to the Pledgee any Future Shares and the Rights pertaining thereto immediately upon the acquisition of such Future Shares by the Pledgor by execution of a supplemental deed in the same form as this Deed.

2.3 Acceptance by the Pledgee

The Pledgee hereby accepts the Pledge created by this Deed, where appropriate in advance (*bij voorbaat*).

2.4 Principal Obligations as Secured Obligations

If at the time of execution of this Deed or at any time thereafter it is not possible to validly secure all or any Parallel Obligations by means of this Pledge, the corresponding Principal Obligations shall be Secured Obligations.

3 VOTING RIGHTS AND RIGHTS

3.1 Voting Rights

The Pledgor and the Pledgee hereby stipulate in accordance with Section 2:198(3) of the Dutch Civil Code that the Voting Rights shall vest in (*toekomen aan*) the Pledgee subject to the fulfillment of the conditions precedent (*opschortende voorwaarden*) that (i) an Event of Default has occurred and (ii) the Pledgee has given written notice to the Pledgor and the Company that an Event of Default has occurred and the Voting Rights vest in the Pledgee.



3.2 Meeting rights

As long as the Voting Rights shall not vest in the Pledgee, the Pledgee shall not have the rights of holders of depository receipts for shares which offer meeting rights (*certificaten van aandelen waaraan vergaderrecht is verbonden*). It is understood that when the Voting Rights shall vest in the Pledgee, the Pledgor shall have the rights of holders of depository receipts for shares which offer meeting rights by operation of law. To the extent possible under Dutch law, the Pledgor waives these rights in advance and the Pledgee accepts such waiver in advance.

3.3 Rights

The Pledgee is entitled to collect, receive and exercise the Rights that are pledged pursuant to this Deed, provided that the Pledgee hereby grants the Pledgor permission (*toestemming*) in accordance with Section 3:246(4) of the Dutch Civil Code to collect, receive and exercise the Rights. The Pledgee is entitled to revoke this permission upon the occurrence of an Event of Default which is continuing or upon the occurrence of an Enforcement Event which is continuing.

4 REPRESENTATIONS AND WARRANTIES

4.1 The Pledgor hereby represents and warrants to the Pledgee that:

- 4.1.1 the Shares are duly authorised and validly issued, are fully paid up and constitute the entire issued share capital of the Company;
 - 4.1.2 the Pledgor has acquired the Present Shares by placement at the deed of incorporation of the Company, executed on the eighth day of April two thousand and ten before B.J. Kuck, civil-law notary in Amsterdam, The Netherlands;
 - 4.1.3 the Pledgor is the sole legal and beneficial owner of the Security Assets, has full title thereto and is entitled (*beschikkingsbevoegd*) to pledge the same to the Pledgee;
 - 4.1.4 this Pledge constitutes a first priority right of pledge (*pandrecht eerste in rang*) of the Security Assets;
 - 4.1.5 the Security Assets are not subject to any Encumbrance, have not been transferred or made subject to an Encumbrance in advance, nor has any such transfer or Encumbrance been agreed upon in advance;
 - 4.1.6 no depository receipts (*certificaten van aandelen*) have been issued in respect of the Shares;
 - 4.1.7 the Pledgor has not entered into any agreements or arrangements, other than as may be included in the articles of association of the Company, which restrict in any way the exercise by the Pledgee of the Voting Rights or its other rights under this Pledge; and
 - 4.1.8 the general meeting of the Company has approved this Pledge and the granting of the Voting Rights to the Pledgee by resolution adopted on the fourteenth day of June two thousand and thirteen,
- which representations and warranties, to the extent they relate to Future Shares and the Rights pertaining thereto, shall be deemed to be given on each date such Future Shares are acquired by the Pledgor.



5 UNDERTAKINGS

5.1 The Pledgor hereby undertakes to the Pledgee:

- 5.1.1 at the Pledgee' s first demand, to execute and deliver all such agreements and documents and to do all such acts and things the Pledgee may reasonably deem necessary to create, perfect, protect and/or enforce the rights of the Pledgee created or intended to be created hereby;
- 5.1.2 to promptly notify the Pledgee of any attachment (*beslag*) of the Security Assets and to promptly notify the person making any such attachment or any receiver in bankruptcy (*curator*) or any administrator in (preliminary) suspension of payment (*bewindvoerder*) of the existence of the Pledge;
- 5.1.3 other than in the ordinary course of business, not to release, settle or subordinate any Rights without the Pledgee' s prior written consent;
- 5.1.4 other than as expressly permitted under the Debt Documents, not to sell, agree to sell or otherwise dispose of the Security Assets and not to create or grant or permit to subsist any Encumbrance on the Security Assets other than this Pledge;
- 5.1.5 other than as expressly permitted under the Debt Documents, not to cooperate with the issue or granting of any (rights to acquire) shares in the capital of the Company or of depository receipts issued for such shares; and
- 5.1.6 other than as expressly permitted under the Debt Documents, without the prior written approval of the Pledgee, not to exercise the Voting Rights in favour of a resolution (i) for an amendment of the articles of association of the Company which would affect the rights of the Pledgee under this Deed, (ii) to dissolve or liquidate the Company, (iii) to apply for the Company' s bankruptcy or (preliminary) suspension of payments, (iv) for a conversion (*omzetting*), legal merger (*juridische fusie*) or legal division (*juridische splitsing*) of the Company, (v) to issue shares or rights to acquire shares in the capital of the Company or (vi) to distribute any Dividends, unless such distribution is expressly permitted under any of the other Debt Documents.

6 ENFORCEMENT OF SECURITY - APPLICATION OF PROCEEDS

6.1 Default

Any failure to satisfy the Secured Obligations when due shall constitute a default (*verzuim*) in the performance of the Secured Obligations within the meaning of Section 6:81 of the Dutch Civil Code, without any demand (*sommatie*) or notice of default (*ingebrekestelling*) being sent or required.



6.2 Enforcement

On or after the occurrence of an Enforcement Event which is continuing, the Pledgee shall be entitled to enforce the Pledge and to take recourse against the proceeds thereof.

6.3 No requirement to claim from other person

To the fullest extent possible under applicable law, the Pledgor waives any right it may have of first requiring the Pledgee to proceed against or claim payment from any Debtor or any other person or to enforce any other rights or security before enforcing the Pledge as set forth in Section 3:234 of the Dutch Civil Code.

6.4 No notice required

The Pledgee is not obliged to give notice to the Pledgor, any Debtor or any other person of any intended or actual sale of the Security Assets as provided for in Sections 3:249 and 3:252 of the Dutch Civil Code.

6.5 No sale in different manner

The Pledgor is not entitled to request the court to determine that the Security Assets be sold in a different manner than as set forth in Section 3:250 of the Dutch Civil Code.

6.6 Application

Any amount received or recovered by the Pledgee under this Deed shall be applied by the Pledgee in accordance with the terms of the Intercreditor Agreement, subject to the mandatory provisions of Dutch law.

7 CONTINUING SECURITY

7.1 Continuing security

The Pledge and the other rights of the Pledgee under this Deed shall, to the maximum extent possible under Dutch law, not be adversely affected by (i) any compromise with or discharge granted to any Debtor or any other person or (ii) any invalidity, illegality, unenforceability or discharge by operation of law of the liability or obligations of any Debtor or any other person or any security granted in connection with the Secured Obligations.

7.2 Discharge conditional

Where any discharge of the Secured Obligations or any arrangement is made in whole or in part on the faith of any payment, security or other disposition which is void, avoided or otherwise set aside or must be restored on insolvency, liquidation or otherwise, the Pledge and the liability and obligations of the Pledgor under this Deed shall continue as if such discharge or arrangement had not occurred.

8 POWER OF ATTORNEY

8.1 Power of attorney

The Pledgor, for the benefit of the Pledgee (*in het belang van de gevolmachtigde*), hereby grants an irrevocable power of attorney to the Pledgee (the "**Power of Attorney**"), with full right of substitution, to execute all documents and to do all things on its behalf and/or in the name of the Pledgor as the Pledgee or any substitute shall reasonably deem necessary to give the Pledgee the full benefit of the Pledge and the other rights purported to be granted to the Pledgee under this Deed (including, without limitation the execution of supplemental deeds under Clause 2.2.3). The Power of Attorney shall extend to the exercise of ancillary rights (*nevenrechten*) to the Security Assets and to documents and acts to which the Pledgee itself is the counterparty (*Selbsteintritt*).



8.2 Use of Power of Attorney

The Pledgee will not use the Power of Attorney unless and until (i) the occurrence of an Enforcement Event which is continuing or (ii) the Pledgor has failed, after notice of the Pledgee, to comply with its obligations under Clause 2.2.3 or Clause 5.1.1.

9 MISCELLANEOUS

9.1 Rescission

To the fullest extent permitted by Dutch law, the Pledgor hereby waives its rights to rescind or to seek to rescind (*ontbinden*) this Deed or to avoid or to seek to avoid (*vernietigen*) the legal acts (*rechtshandelingen*) performed under or pursuant to this Deed. The Pledgee accepts this waiver.

9.2 Invalidity

Should any provision of this Deed be or become invalid, void or unenforceable, all remaining provisions and terms hereof shall remain in full force and effect and the parties hereto will negotiate in good faith to replace the invalid, void or unenforceable provision with a valid and enforceable provision that reflects as nearly as possible the intention of the parties as referred in the provision thus replaced.

9.3 Liability

The Pledgee shall not be liable for any damages resulting from the reduction of value of the Security Assets, the sale of the Security Assets or the exercise or failure to exercise any of its rights hereunder, save for gross negligence (*grove nalatigheid*) or wilful misconduct (*opzet*).

9.4 No implied waivers

A failure to exercise or a delay in exercising any right of the Pledgee hereunder shall not operate as a waiver or constitute a forfeiture (*rechtsverwerking*) thereof.

10 ASSIGNMENT AND TRANSFER

10.1 No assignment by Pledgor

The Pledgor may not assign and/or transfer all or part of its rights, obligations and/or the legal relationship under this Deed, without the prior written consent of the Pledgee.

10.2 Assignment by Pledgee

The Pledgee may assign and/or transfer to any party to which or to whom the Pledgee is permitted to do so under the Debt Documents, all or part of its rights, obligations and/or the legal relationship under this Deed by way of an assignment of claims (*cessie*), transfer of obligations (*schuldoverneming*) or transfer of contract (*contractoverneming*) and the Pledgor hereby irrevocably gives its approval and cooperates in advance with such transfer of obligations or contract in accordance with Sections 6:156 and 6:159 of the Dutch Civil Code.



11 NOTICES

All notices to the parties hereto to be made in connection with this Deed, shall be made in accordance with the notice provisions of the Intercreditor Agreement.

12 TERMINATION AND RELEASE

12.1 Termination

The Pledgee is entitled by way of a written notice to the Pledgor (i) to terminate (*opzeggen*) the Pledge in whole or in part in accordance with Section 3:81 (2) of the Dutch Civil Code and (ii) to release the Pledge in respect of all or part of the Security Assets and/or the Secured Obligations. If a waiver (*afstand van recht*) by the Pledgee is required, to give effect to such a release, such release shall be deemed to include such waiver, and such waiver is hereby accepted by the Pledgor in advance.

12.2 Release

Subject and without prejudice to Clause 7.2, once the Pledgee is satisfied that the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and that all Debt Documents (other than the Security Documents) have been unconditionally and irrevocably terminated, the Pledgee will, following a written request of the Pledgor, terminate and release the Pledge and do all such further acts and things as the Pledgor may reasonably request in relation to the termination of the Pledge.

13 THE COMPANY

The Company hereby:

- 13.1.1 acknowledges, where appropriate in advance, the rights of pledge created over the Security Assets;
- 13.1.2 acknowledges that it has received notice of the rights of pledge created over the Rights; and
- 13.1.3 undertakes to register the rights of pledge over the Shares in the Company's shareholders' register and to provide the Pledgee with a copy of such registration as soon as practically possible.

14 APPLICABLE LAW AND JURISDICTION

14.1 Applicable law

This Deed is governed by and shall be construed in accordance with Dutch law.

14.2 Jurisdiction

The Pledgor hereby irrevocably submits to the jurisdiction of the competent court in Amsterdam, The Netherlands in connection with any disputes arising under this Deed, without prejudice to the right of the Pledgee to take proceedings in any other competent court in The Netherlands or any other jurisdiction, whether concurrently or not.

CIVIL LAW NOTARY

The parties to this Deed are aware that the undersigned civil law notary works with Van Doorne N.V., the firm that has advised the Pledgee in this transaction. With reference to the Code of Conduct (*"Verordening beroeps- en gedragsregels"*) established by the Royal Notarial Professional Organisation (*"Koninklijke Notariële Beroepsorganisatie"*), the parties hereby explicitly consent to the undersigned civil law notary executing this Deed.



Final statement

The originals or copies of the powers of attorney given to the said individuals and a copy of the resolution of the general meeting of the Company as mentioned in Clause 4 will be attached to this deed.

The appearers are known to me, civil-law notary.

This Deed is executed in Amsterdam on the date mentioned in the heading of this Deed. After the substance of this Deed and an explanation thereon have been stated to the appearers, the appearers have declared to have taken notice of the contents of this Deed and to consent thereto. Immediately after those parts of the Deed that the law requires to be read out have been read out, this Deed is signed by the appearers and by me, civil-law notary.

(followed by signing)

ISSUED FOR TRUE COPY

3 July 2013

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a horizontal line and a wavy tail.

