

IRON MOUNTAIN INC  
Form PREM14A  
August 25, 2015

Use these links to rapidly review the document

[TABLE OF CONTENTS](#)

[Contents](#)

[CONSOLIDATED FINANCIAL REPORT for the year ended 30 June 2015](#)

[FINANCIAL REPORT for the year ended 30 June 2014](#)

[Table of Contents](#)

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 14A**

Proxy Statement Pursuant to Section 14(a) of  
the Securities Exchange Act of 1934 (Amendment No. )

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material under §240.14a-12

**Iron Mountain Incorporated**

---

(Name of Registrant as Specified In Its Charter)

N/A

---

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

Common stock, par value \$0.01 per share, of Iron Mountain Incorporated (the "common stock")

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

- (2) Aggregate number of securities to which transaction applies:  
55,637,820 shares of the common stock, being the maximum number of shares of the common stock issuable upon consummation of the business combination transaction described herein.
- (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):  
Solely for purposes of determining the filing fee, the underlying value of the transaction was calculated in accordance with Exchange Act Rules 14a-6(i)(1) and 0-11 as the sum of: (i) \$326,535,750, the aggregate cash portion of the consideration payable by Iron Mountain assuming that the cash election is fully exercised and based on the exchange ratio between the United States dollar and the Australian dollar as of August 12, 2015; and (ii) the product of 50,682,017 shares of the common stock multiplied by \$30.15 per share (value of one share of the common stock, based on the closing market price of the common stock of Iron Mountain as reported on the New York Stock Exchange on August 19, 2015). In accordance with Section 14(g) of the U.S. Securities Exchange Act of 1934, as amended, the filing fee was determined by multiplying .0001162 by the maximum aggregate value of the transaction sum under item (4) below.
- (4) Proposed maximum aggregate value of transaction:  
\$1,854,598,563
- (5) Total fee paid:  
\$215,504.35
- o Fee paid previously with preliminary materials.
- o Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
- (1) Amount Previously Paid:
- (2) Form, Schedule or Registration Statement No.:
- (3) Filing Party:
- (4) Date Filed:
-

Table of Contents

**Preliminary Proxy Statement  
Subject to completion, dated August 24, 2015**

[\*\*\*\*\*], 2015

**PROPOSED TRANSACTION YOUR VOTE IS VERY IMPORTANT**

The board of directors of Iron Mountain Incorporated ("Iron Mountain") has unanimously approved and declared advisable a Scheme Implementation Deed (the "Transaction Agreement"), dated as of June 8, 2015, by and between Iron Mountain and Recall Holdings Limited ("Recall"), pursuant to which Recall will propose a scheme of arrangement under Australian corporate law between it and its shareholders (the "Scheme") that, if approved by Recall shareholders and the Federal Court of Australia, Sydney Registry (or such other competent court agreed by Iron Mountain and Recall) and implemented, will have the effect that an Australian wholly-owned subsidiary of Iron Mountain ("Iron Mountain Sub") will acquire all of the outstanding shares of Recall in exchange for cash and newly issued shares of Iron Mountain common stock provided by Iron Mountain pursuant to a Deed Poll to be executed by Iron Mountain and Iron Mountain Sub in favor of all Recall shareholders ("Deed Poll"), and Recall will become a wholly-owned subsidiary of Iron Mountain Sub (the "Transaction"). Upon completion of the Transaction, shares of Iron Mountain common stock representing approximately 19% to 21% of the outstanding common stock of Iron Mountain will be issued to former Recall shareholders and the shares of common stock held by existing Iron Mountain stockholders will represent approximately 79% to 81% of the outstanding common stock of Iron Mountain immediately after the completion of the Transaction. We are sending you the accompanying proxy statement to ask you to attend a special meeting of the stockholders of Iron Mountain, or to vote your shares by proxy, in respect of the following proposals in connection with the Transaction:

to approve the issuance of shares of Iron Mountain common stock to Recall shareholders pursuant to the Scheme and Deed Poll and as contemplated by the Transaction Agreement; and

to approve one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies if there are insufficient votes at the time of the special meeting to approve the proposal above.

After careful consideration, Iron Mountain's board of directors has determined that it is advisable and in the best interests of Iron Mountain and its stockholders to consummate the Transaction pursuant to the Scheme and Deed Poll and as contemplated by the Transaction Agreement, and unanimously recommends that you vote "FOR" each of the foregoing proposals.

The accompanying proxy statement provides you with information about the Transaction Agreement, the Scheme and Deed Poll, the Transaction and the special meeting of Iron Mountain's stockholders. Iron Mountain encourages you to read the proxy statement carefully and in its entirety, including the Transaction Agreement, which is attached as Annex A. **Before deciding how to vote, you should consider the "Risk Factors" beginning on page 49 of the proxy statement.** You may also obtain more information about Iron Mountain from documents Iron Mountain has filed with the Securities and Exchange Commission as described under "*Where You Can Find More Information*" beginning on page 137 of the proxy statement.

**Your vote is important.**

**The Transaction cannot be completed unless the proposal to approve the issuance of Iron Mountain common stock to Recall shareholders in the Transaction is approved by the affirmative vote of the holders of a majority of the votes cast on the proposal at the special meeting of Iron Mountain stockholders. Accordingly, whether or not you plan to attend the special meeting, you are requested to promptly vote your shares by completing, signing and dating the enclosed proxy card or voting instruction form and returning it in the postage-paid envelope provided, or by voting over the telephone or via the Internet as instructed in these materials. If you sign, date and mail your proxy card without indicating how you wish to vote, your vote will be counted as a vote "FOR" each of the proposals described above.**

Thank you for your cooperation and continued support.

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Sincerely,  
William L. Meaney  
*Chief Executive Officer*

This proxy statement is dated [\*\*\*\*\*], 2015 and, together with the accompanying proxy card, is first being mailed or otherwise distributed to stockholders of Iron Mountain on or about [\*\*\*\*\*], 2015.

---

Table of Contents

One Federal Street  
Boston, Massachusetts 02110

NOTICE OF  
SPECIAL MEETING OF STOCKHOLDERS

To Be Held On [\*\*\*\*\*], 2015

A special meeting of stockholders of Iron Mountain Incorporated will be held at [\*\*\*\*\*] on [\*\*\*\*\*], 2015, at [\*\*\*\*\*] a.m. local time, for the purpose of considering and voting upon the following proposals:

1. to approve the issuance of shares of Iron Mountain common stock to Recall shareholders pursuant to the Scheme and Deed Poll and as contemplated by the Transaction Agreement; and
2. to approve one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies if there are insufficient votes at the time of the special meeting to approve proposal 1 above.

[\*\*\*\*\*], 2015 has been fixed as the record date for the determination of Iron Mountain stockholders who are entitled to notice of, and to vote at, the special meeting or any adjournment or postponement thereof. Only holders of Iron Mountain common stock of record as of the close of business on [\*\*\*\*\*], 2015 are entitled to notice of, and to vote at, the special meeting or any adjournment or postponement thereof.

**Your vote is important. Each of the proposals to be considered and voted upon at the special meeting is subject to a separate vote by Iron Mountain's stockholders. The Transaction cannot be completed unless the proposal to approve the issuance of Iron Mountain common stock to Recall shareholders in the Transaction is approved by the affirmative vote of the holders of a majority of the votes cast on the proposal at the special meeting of Iron Mountain stockholders. Accordingly, whether or not you plan to attend the special meeting, you are requested to promptly vote your shares by completing, signing and dating the enclosed proxy card or voting instruction form and returning it in the postage-paid envelope provided, or by voting over the telephone or via the Internet as instructed in these materials. If you sign, date and mail your proxy card without indicating how you wish to vote, your vote will be counted as a vote "FOR" each of the proposals described above.**

Instructions on the different ways to vote are found on the enclosed proxy card or voting instruction form. Please vote each and every proxy card or voting instruction form you receive. You may revoke your proxy at any time before it is voted at the special meeting by following the procedures set forth in the accompanying proxy statement.

Iron Mountain's board of directors has determined that it is advisable and in the best interests of Iron Mountain and its stockholders to consummate the Transaction as contemplated by the Transaction Agreement, and unanimously recommends that you vote "FOR" each of the proposals to be considered and voted upon at the special meeting.

By Order of the Board of Directors,

Ernest W. Cloutier  
*Secretary*

Boston, Massachusetts  
[\*\*\*\*\*], 2015

---

Table of Contents

**IMPORTANT VOTING INSTRUCTIONS**

**Your vote is important, no matter how many shares you own. Iron Mountain urges you to sign, date, and return the enclosed WHITE proxy card today.**

If your shares of Iron Mountain common stock are registered in your own name, please sign and date the enclosed WHITE proxy card and return it in the enclosed postage-paid envelope.

If your shares of Iron Mountain common stock are held with a broker, you are considered the beneficial owner of the shares, and the proxy materials, together with a WHITE voting instruction form, are being forwarded to you by your broker. Your broker cannot vote your shares of Iron Mountain common stock on your behalf without your instructions. Please sign, date and return the WHITE voting instruction form in the enclosed postage-paid envelope.

Whether your shares of Iron Mountain common stock are registered in your name or held with a broker, you should be able to vote either via the Internet or by toll-free telephone. In order to vote via the Internet or toll-free telephone, you will need your "control number." Your "control number" appears on your WHITE proxy card and/or WHITE voting instruction form. Please refer to the enclosed instructions on how to vote electronically.

**Please vote each and every WHITE proxy card or WHITE voting instruction form you receive.**

If you have any questions or need assistance voting your WHITE proxy card, please contact:

437 Madison Avenue, 28<sup>th</sup> Floor  
New York, New York 10022  
Banks and Brokerage Firms, Please Call: (212) 297-0720  
Stockholders and All Others, Call Toll Free: (877) 279-2311  
Email: [info@okapipartners.com](mailto:info@okapipartners.com)

---

Table of Contents

**TABLE OF CONTENTS**

<u>SUMMARY</u>	<u>1</u>
<u>The Companies</u>	<u>1</u>
<u>Special Meeting of Iron Mountain Stockholders</u>	<u>2</u>
<u>The Transaction</u>	<u>4</u>
<u>Selected Historical Consolidated Financial Data of Iron Mountain</u>	<u>12</u>
<u>Selected Unaudited Historical Consolidated Financial Information of Recall</u>	<u>16</u>
<u>SUMMARY OF SIGNIFICANT DIFFERENCES BETWEEN IFRS AND U.S. GAAP</u>	<u>17</u>
<u>UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION</u>	<u>18</u>
<u>COMPARATIVE PER SHARE DATA</u>	<u>36</u>
<u>COMPARATIVE PER SHARE MARKET PRICE AND DIVIDEND INFORMATION</u>	<u>38</u>
<u>QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING PROPOSALS</u>	<u>43</u>
<u>RISK FACTORS</u>	<u>49</u>
<u>Risks Related to the Transaction</u>	<u>49</u>
<u>Risks Related to Recall and Iron Mountain</u>	<u>54</u>
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	<u>57</u>
<u>THE SPECIAL MEETING</u>	<u>58</u>
<u>Date, Time and Place</u>	<u>58</u>
<u>Purpose</u>	<u>58</u>
<u>Board Recommendation</u>	<u>58</u>
<u>Record Date; Outstanding Shares; Shares Entitled to Vote</u>	<u>58</u>
<u>Quorum</u>	<u>59</u>
<u>Security Ownership of Certain Beneficial Owners and Management</u>	<u>59</u>
<u>Required Vote</u>	<u>62</u>
<u>Voting by Proxy</u>	<u>62</u>
<u>How to Vote</u>	<u>63</u>
<u>Revoking Your Proxy</u>	<u>63</u>
<u>Voting in Person at the Special Meeting</u>	<u>64</u>
<u>Adjournments and Postponements</u>	<u>64</u>
<u>Householding</u>	<u>64</u>
<u>Solicitation of Proxies</u>	<u>65</u>
<u>Other Business</u>	<u>65</u>
<u>Assistance</u>	<u>65</u>
<u>THE TRANSACTION</u>	<u>66</u>
<u>Structure of the Transaction</u>	<u>66</u>
<u>Background of the Transaction</u>	<u>66</u>
<u>Iron Mountain's Reasons for the Transaction</u>	<u>73</u>
<u>Recommendations of the Iron Mountain Board of Directors</u>	<u>75</u>
<u>Opinion of Financial Advisor to the Iron Mountain Board of Directors</u>	<u>75</u>
<u>Summary of Certain Financial Projections Provided to the Iron Mountain Board and Iron Mountain's Financial Advisors</u>	<u>82</u>
<u>Interests of Iron Mountain Executive Officers and Directors in the Transaction</u>	<u>87</u>
<u>Accounting Treatment</u>	<u>87</u>
<u>Board of Directors of Iron Mountain Following the Transaction</u>	<u>87</u>
<u>Federal Securities Laws Consequences; Stock Transfer Restrictions</u>	<u>87</u>
<u>Material United States Federal Income Tax Consequences of the Transaction</u>	<u>88</u>
<u>Guarantee of Recall Obligations to Brambles</u>	<u>88</u>
<u>NO APPRAISAL RIGHTS</u>	<u>89</u>
<u>REGULATORY AND OTHER APPROVALS REQUIRED FOR THE TRANSACTION</u>	<u>90</u>
<u>Recall Shareholder Approval</u>	<u>90</u>

Table of Contents

<u>Australian Regulatory Matters</u>	90
<u>U.S. Antitrust Approval</u>	91
<u>Australian Antitrust Approval</u>	92
<u>UK Antitrust Approval</u>	92
<u>NYSE and ASX Listing</u>	93
<u>INFORMATION ABOUT THE COMPANIES</u>	94
<u>Iron Mountain Incorporated</u>	94
<u>Recall Holdings Limited</u>	94
<u>Recall Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	94
<u>THE TRANSACTION AGREEMENT, SCHEME AND DEED POLL</u>	114
<u>Form of the Scheme and Scheme Consideration</u>	114
<u>The Scale Back Mechanism</u>	115
<u>Ineligible Foreign Shareholders</u>	116
<u>Status of Newly Issued Shares of Iron Mountain Common Stock</u>	116
<u>Conditions Precedent to the Scheme</u>	116
<u>Representations and Warranties</u>	118
<u>Conduct of Business</u>	122
<u>Additional Obligations</u>	126
<u>Board Recommendation</u>	128
<u>Exclusivity</u>	128
<u>Termination</u>	130
<u>Reimbursement Fees</u>	131
<u>Costs and Expenses</u>	132
<u>Governing Law</u>	132
<u>Amendment and Waiver</u>	132
<u>Scheme</u>	133
<u>Deed Poll</u>	133
<u>PROPOSAL 1</u>	
<u>ISSUANCE OF IRON MOUNTAIN SHARES IN CONNECTION WITH THE TRANSACTION</u>	134
<u>Required Vote and Board of Directors' Recommendation</u>	134
<u>PROPOSAL 2</u>	
<u>ADJOURNMENT OF SPECIAL MEETING</u>	135
<u>Required Vote and Board of Directors' Recommendation</u>	135
<u>FUTURE IRON MOUNTAIN STOCKHOLDER PROPOSALS AND NOMINATIONS</u>	136
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	137
<u>Where Stockholders Can Find More Information About Iron Mountain</u>	137
<u>Where Stockholders Can Find More Information About Recall</u>	138

**LIST OF ANNEXES**

<u>Annex A</u>	<u>Scheme Implementation Deed</u>
<u>Annex B</u>	<u>Recall Unaudited Financial Statements</u>
<u>Annex C</u>	<u>Opinion of Iron Mountain's Financial Advisor</u>



Table of Contents

**SUMMARY**

*This proxy statement is being furnished to the stockholders of Iron Mountain Incorporated ("Iron Mountain") in connection with the solicitation of proxies by Iron Mountain's board of directors for use at a special meeting of stockholders to be held on [\*\*\*\*\*], 2015 at [\*\*\*\*\*] a.m. local time and at any reconvened meeting following any adjournment or postponement thereof. The special meeting will be held at [\*\*\*\*\*]. The purpose of the special meeting is for Iron Mountain's stockholders to consider and vote upon certain proposals in connection with the transaction contemplated by the Scheme Implementation Deed, dated as of June 8, 2015, as it may be amended or supplemented (the "Transaction Agreement"), by and between Iron Mountain and Recall Holdings Limited ("Recall"), pursuant to which Recall will propose a scheme of arrangement under Australian corporate law between it and its shareholders (the "Scheme") that, if approved by Recall shareholders and the Federal Court of Australia, Sydney Registry (the "Sydney Federal Court") (or such other competent court agreed by Iron Mountain and Recall), and implemented, will have the effect that each outstanding ordinary share of Recall capital stock will be acquired by an Australian wholly-owned subsidiary of Iron Mountain ("Iron Mountain Sub") in exchange for cash or a combination of newly issued shares of Iron Mountain common stock and cash provided by Iron Mountain pursuant to a Deed Poll to be executed by Iron Mountain and Iron Mountain Sub in favor of all Recall shareholders ("Deed Poll"), and Recall will become a wholly-owned subsidiary of Iron Mountain Sub (the "Transaction").*

*The following summary highlights selected information in this proxy statement and may not contain all of the information that may be important to you. Accordingly, you are urged to read carefully this entire proxy statement, including the attached annexes, and the other documents to which this proxy statement refers you in order for you to fully understand the Transaction. See "Where You Can Find More Information" beginning on page 137 of this proxy statement. Each item in this summary refers to the page of this proxy statement on which that subject is discussed in more detail.*

*The functional currency of Iron Mountain and Recall is the United States ("U.S.") dollar. Unless otherwise specified, all references to "dollars," "\$," or "US\$" shall mean U.S. dollars. All references to "A\$" shall mean Australian dollars. Unless otherwise specified, all amounts are presented in thousands (except share and per-share data).*

**The Companies**

*This summary highlights information contained elsewhere in this proxy statement and may not contain all of the information that is important to you. Iron Mountain urges you to read carefully the remainder of this proxy statement, including the annexes, the exhibits, the documents incorporated by reference and the other documents to which Iron Mountain has referred you because this summary does not provide all of the information that might be important to you with respect to the Transaction and the other matters being considered at the Iron Mountain special meeting. See also the section entitled "Where You Can Find More Information" beginning on page 137.*

**Iron Mountain Incorporated (see page 94)**

Iron Mountain Incorporated, headquartered in Boston, Massachusetts, is a Delaware corporation that specializes in the storage of records, primarily paper documents and data backup media, and provides information management services that help organizations around the world protect their information, lower storage rental costs, comply with regulations, enable corporate disaster recovery, and better use their information for business advantages, regardless of its format, location or lifecycle stage. Iron Mountain offers comprehensive records and information management services and data management services, along with the expertise and experience to address complex storage and information management challenges such as rising storage rental costs, and increased litigation, regulatory compliance and disaster recovery requirements. The Iron Mountain board of directors

Table of Contents

unanimously approved Iron Mountain's conversion to a real estate investment trust ("REIT") for federal income tax purposes for the taxable year beginning January 1, 2014. In connection with Iron Mountain's conversion to a REIT and, in particular, to impose ownership limitations customary for REITs, on January 20, 2015, Iron Mountain completed a merger with its predecessor and all outstanding shares of Iron Mountain's predecessor's common stock were converted into a right to receive an equal number of shares of Iron Mountain common stock.

The principal trading market for Iron Mountain's common stock (NYSE: IRM) is the New York Stock Exchange ("NYSE"). Iron Mountain's principal executive offices are located at One Federal Street, Boston, MA 02110. Its telephone number is (617) 535-4766. Iron Mountain's website is located at [www.ironmountain.com](http://www.ironmountain.com) (the contents of which are not part of this proxy statement).

**Recall Holdings Limited (see page 94)**

Recall Holdings Limited, headquartered in the Atlanta, Georgia, metropolitan area, is an Australian public company limited by shares and registered in New South Wales under Australian law. Recall provides information management solutions in the Americas, Europe, Australia and New Zealand, and Asia. Recall manages its customers' physical and digital information assets. It offers document management solutions, data protection services, secure destruction services, and digital solutions that enable organizations to manage the life cycle of their information, comply with regulation, recover from disaster, and manage their information. It is involved in the collection, indexing, and storage of physical documents and records, as well as digital information assets; protection and back-up of computer data and other media; and secure destruction of information assets.

The principal trading market for Recall's shares (ASX: REC) is the Australian Securities Exchange ("ASX"). Recall's principal executive offices are located at One Recall Center, 180 Technology Parkway, Norcross, GA 30092. Its telephone number is (770) 776-1000. Recall's website is located at [www.recall.com.au](http://www.recall.com.au) (the contents of which are not part of this proxy statement).

**Special Meeting of Iron Mountain Stockholders**

**The Special Meeting (see page 58)**

Iron Mountain's stockholders are being asked to consider and vote upon the following proposals in connection with the Transaction:

1. to approve the issuance of shares of Iron Mountain common stock to Recall shareholders pursuant to the Scheme and Deed Poll and as contemplated by the Transaction Agreement; and
2. to approve one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies if there are insufficient votes at the time of the special meeting to approve proposal 1 above.

Proposal 1 above is referred to herein as the "Transaction Proposal."

The Iron Mountain stockholder vote on such proposals will take place at a special meeting to be held at [\*\*\*\*\*] a.m. local time on [\*\*\*\*\*], 2015, at [\*\*\*\*\*].

**Record Date for the Special Meeting (see page 58)**

You can vote at the special meeting all of the shares of Iron Mountain's common stock you held of record as of the close of business on [\*\*\*\*\*], 2015, which is the record date for the special meeting. As of the close of business on the record date, there were [\*\*\*\*\*] shares of Iron Mountain's common stock outstanding.

Table of Contents

**Recommendations of the Iron Mountain Board of Directors (see page 75)**

Iron Mountain's board of directors unanimously recommends that you vote "**FOR**" each of the proposals to be considered and voted upon at the special meeting. In connection with its decision to recommend that you vote "**FOR**" each of the proposals, Iron Mountain's board of directors has determined that it is advisable and in the best interests of Iron Mountain and its stockholders to issue the Iron Mountain shares in connection with the Transaction. See "*The Transaction Iron Mountain's Reasons for the Transaction*" beginning on page 73 of this proxy statement and "*The Transaction Recommendations of the Iron Mountain Board of Directors*" beginning on page 75 of this proxy statement for more information about the factors considered by Iron Mountain's board of directors.

**Required Vote (see page 62)**

Each share of Iron Mountain's common stock is entitled to one vote at the special meeting. The holders of issued and outstanding shares of Iron Mountain's common stock representing a majority of the votes entitled to be cast at the special meeting, present in person or represented by proxy, will constitute a quorum for the transaction of business at the special meeting. Abstentions will be counted for purposes of determining the presence of a quorum at the special meeting but will not be considered as votes cast. Banks, brokers and other nominees that hold their customers' shares in street name may not vote their customers' shares on "non-routine" matters without instructions from their customers. As each of the proposals to be voted upon at the special meeting is considered "non-routine," such organizations do not have discretion to vote on any proposal for which they do not receive instructions from their customers (this is referred to in this context as a "broker non-vote"). As a result, if you fail to provide your broker, bank or other nominee with any instructions regarding how to vote your shares, your shares will not be considered present at the special meeting, will not be counted for purposes of determining the presence of a quorum and will not be voted on any of the proposals. If you provide instructions to your broker, bank or other nominee which indicate how to vote your shares with respect to one proposal but not with respect to the other proposal, your shares will be considered present at the special meeting and will be counted for purposes of determining the presence of a quorum but will not be voted with respect to that other proposal.

Approval of the proposals presented at the special meeting will require the following:

Approval of the Transaction Proposal will require the affirmative vote of the holders of a majority of the shares of Iron Mountain's common stock properly cast on the proposal at the special meeting. An abstention from voting or a broker non-vote on the Transaction Proposal will have no effect on the outcome of the vote on this proposal.

Approval of one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies if there are insufficient votes at the time of the special meeting to approve the Transaction Proposal, will require the affirmative vote of the holders of a majority of the shares of Iron Mountain's common stock properly cast on the proposal at the special meeting. An abstention from voting or a broker non-vote on this proposal will have no effect on the outcome of the vote on this proposal.

**Security Ownership of Certain Beneficial Owners and Management (see page 59)**

As of the close of business on March 31, 2015, the current directors and executive officers of Iron Mountain were deemed to beneficially own 3,537,956 shares of Iron Mountain's common stock, which represented approximately 1.7% of the shares of Iron Mountain's common stock outstanding on that date. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission ("SEC"), as described below under "*The Special Meeting Security Ownership of Certain Beneficial Owners and Management*" beginning on page 59 of this proxy statement.

Table of Contents

**The Transaction**

**Structure of the Transaction (see page 66)**

On June 8, 2015, Iron Mountain and Recall entered into the Transaction Agreement, pursuant to which Recall will propose the Scheme that, if approved by Recall shareholders and the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) and implemented, will have the effect that Iron Mountain Sub will acquire all of the outstanding ordinary shares of Recall. As contemplated by the Transaction Agreement and subject to the terms and conditions of the Scheme and the Deed Poll to be executed by Iron Mountain and Iron Mountain Sub in favor of all Recall shareholders, upon the completion of the Transaction, each ordinary share of Recall outstanding immediately prior to the completion of the Transaction will be transferred to Iron Mountain Sub in exchange for the Australian dollar equivalent of US\$0.50 in cash (the "Cash Supplement") as well as either (1) 0.1722 of a newly issued share of Iron Mountain common stock or (2) A\$8.50 less the Australian dollar equivalent of US\$0.50 in cash (the "Cash Election"). The Cash Election is subject to a proration mechanism that will cap the total amount of cash paid to Recall shareholders opting for the Cash Election at A\$225,000 (the "Cash Election Cap"). Amounts paid to Recall shareholders that represent the Cash Supplement are excluded from the calculation of the Cash Election Cap.

As a result of the Transaction, Recall will become a wholly-owned subsidiary of Iron Mountain Sub. A copy of the Transaction Agreement is attached as Annex A to this proxy statement. A copy of the draft Scheme forms Annexure 2 to the Transaction Agreement, and a copy of the draft Deed Poll forms Annexure 3 to the Transaction Agreement. Iron Mountain encourages you to read the Transaction Agreement, the Scheme and the Deed Poll carefully and in their entirety, as they are the principal legal documents that govern the Transaction.

The Transaction is expected to be completed in the first half of 2016 subject to the satisfaction or waiver of the various closing conditions set forth in the Transaction Agreement. See "*The Transaction Agreement, Scheme and Deed Poll Conditions Precedent to the Scheme*" beginning on page 116 of this proxy statement for more information regarding the conditions to closing the Transaction.

**Consideration (see page 114)**

*Iron Mountain stockholders.* Iron Mountain stockholders will continue to own their existing shares of Iron Mountain common stock after the Transaction. Iron Mountain stockholders should *not* return their stock certificates with the enclosed proxy card.

*Recall shareholders.* As contemplated by the Transaction Agreement and subject to the terms and conditions of the Scheme and the Deed Poll to be executed by Iron Mountain and Iron Mountain Sub in favor of all Recall shareholders, upon the completion of the Transaction, Iron Mountain has agreed to pay the Cash Supplement as well as either (1) 0.1722 of a newly issued share of Iron Mountain common stock or (2) the Cash Election for each Recall share. The Cash Election is subject to the Cash Election Cap. Amounts paid to Recall shareholders that represent the Cash Supplement are excluded from the calculation of the Cash Election Cap. Immediately after the completion of the Transaction, depending upon the extent to which the Cash Election is made, Iron Mountain's existing stockholders collectively will own approximately 79% to 81% of the outstanding common stock of Iron Mountain, and Recall's former shareholders collectively will own approximately 19% to 21% of the outstanding common stock of Iron Mountain.

**Treatment of Performance Rights and Retention Rights (see page 114)**

Recall represented in the Transaction Agreement that, immediately prior to the completion of the Transaction, there will be no outstanding rights to acquire any ordinary shares of Recall under Recall's equity incentive arrangements. In that regard, following the date when the Scheme becomes effective but prior to the Recall record date, Recall will take such actions as are necessary to ensure that any

Table of Contents

unvested performance rights and retention rights vest and convert into Recall shares prior to such record date (including accelerating the exercise period under such rights such that all rights convert or are exercised prior to such record date and notifying such holders of such acceleration prior to the Recall shareholders meeting). In addition, prior to such record date, Recall must issue the number of Recall shares required by the terms of such performance rights and retention rights on such vesting, so that the relevant former holders of the performance rights or retention rights, as the case may be, can participate in the Transaction.

**Opinion of Financial Advisor to the Iron Mountain Board of Directors (see page 75)**

On June 6, 2015, Goldman, Sachs & Co. ("Goldman Sachs") rendered its oral opinion, subsequently confirmed in writing by delivery of a written opinion dated as of June 8, 2015, that, as of the date of its opinion and based upon and subject to the factors, assumptions, considerations, limitations and other matters set forth in Goldman Sachs' written opinion, the Aggregate Consideration (as defined in the written opinion) to be paid by a subsidiary of Iron Mountain pursuant to the Transaction Agreement was fair, from a financial point of view, to Iron Mountain.

**The full text of the written opinion of Goldman Sachs, dated June 8, 2015, which sets forth the assumptions made, procedures followed, matters considered, qualifications and limitations on the review undertaken in connection with the opinion, is attached to this proxy statement as Annex C. The summary of the Goldman Sachs opinion provided in this proxy statement is qualified in its entirety by reference to the full text of Goldman Sachs' written opinion. Goldman Sachs' advisory services and opinion were provided for the information and assistance of the board of directors of Iron Mountain in connection with its consideration of the Transaction and the opinion does not constitute a recommendation as to how any stockholder of Iron Mountain should vote with respect to the Transaction Proposal or any other matter.**

**Accounting Treatment (see page 86)**

Iron Mountain will account for the acquisition using the acquisition method of accounting, as prescribed in Accounting Standards Codification No. 805, *Business Combinations*, ("ASC 805"), under U.S. generally accepted accounting principles ("U.S. GAAP").

**Board of Directors Following the Transaction (see page 87)**

The Iron Mountain board of directors is currently comprised of ten (10) members. Pursuant to the terms of the Transaction Agreement, Iron Mountain shall, on or before the implementation date of the Transaction (referred to herein as the "Implementation Date"), appoint two existing Recall directors to the Iron Mountain board of directors (conditional on the Scheme becoming effective). The Iron Mountain board of directors has the right to increase or decrease the size of the board, but, pursuant to the terms of the Transaction Agreement, may not increase the size of the board beyond twelve (12) members prior to the Implementation Date. Iron Mountain has also agreed to nominate such Recall directors for election at the first annual meeting of Iron Mountain stockholders following the consummation of the Transaction.

**Regulatory and Other Approvals (see page 90)**

***Recall Shareholder Approval***

Subject to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), at a first court hearing (the "First Court Hearing") granting orders (1) that a meeting of Recall shareholders be convened to consider and vote upon a resolution to approve the Transaction and (2) approving the distribution of the explanatory memorandum about the Transaction (the "Scheme Booklet") to Recall shareholders, Recall intends to convene a meeting of its shareholders to

Table of Contents

be held on or about [\*\*\*\*\*], 2015. The resolution to approve the Transaction must be passed by the requisite majorities of the Recall shareholders under Section 411(4)(a)(ii) of the Corporations Act of 2001 (Cth) ("Corporations Act") (both (i) by a majority in number of Recall shareholders that are present and voting in person or by proxy, by attorney or, in the case of a corporation, by its duly appointed corporate representative, at the meeting, and (ii) by 75% of the votes cast on the resolution). The Deed Poll will be executed by Iron Mountain and Iron Mountain Sub prior to dispatch of the Scheme Booklet to Recall shareholders, but the obligations of each of Iron Mountain and Iron Mountain Sub under the Deed Poll will remain subject to the Scheme becoming effective.

***Australian Regulatory Matters***

Under the Corporations Act, the Transaction must be approved by Recall shareholders and by the Supreme or Federal Court of Australia (expected to be the Sydney Federal Court or such other competent court agreed by Iron Mountain and Recall) to become effective. The Corporations Act expressly prevents a court from granting approval unless:

the Australian Securities and Investments Commission ("ASIC") provides the court with a statement that it has no objection to the Transaction; or

the court is satisfied that the Transaction has not been proposed for the purpose of enabling any person to avoid the operation of any of the provisions of Chapter 6 of the Corporations Act (which relates to takeovers).

Recall intends to apply to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), at the First Court Hearing for orders (1) that a meeting of Recall shareholders be convened to consider and vote upon a resolution to approve the Transaction and (2) approving the distribution of the Scheme Booklet to Recall shareholders. Recall must give ASIC at least fourteen days' notice before the First Court Hearing and must allow ASIC a reasonable opportunity to review the Scheme Booklet and to make submissions to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) with respect to it. Provided that ASIC is satisfied with the terms of the Transaction documents (including the Transaction Agreement, draft Scheme and draft Deed Poll) and the Scheme Booklet, Recall expects that ASIC will provide to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the First Court Hearing a letter stating that, while ASIC reserves its rights until it has had an opportunity to observe the entire scheme process, it does not at that point in time intend to oppose the scheme at the second court hearing (the "Second Court Hearing"). The Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) will consider the terms of the Transaction documents (including the Transaction Agreement, draft Scheme and draft Deed Poll) at the First Court Hearing and may require changes to any of those documents as a condition to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) granting the orders sought. Recall must not consent to any changes to, or the imposition by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) of conditions on, the draft Scheme or draft Deed Poll without the prior written consent of Iron Mountain.

Pursuant to the orders made by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the First Court Hearing, Recall will convene a meeting of Recall shareholders to vote on a resolution to approve the Transaction. The resolution to approve the Transaction must be passed by both (i) a majority in number of Recall shareholders that are present and voting in person or by proxy, by attorney or, in the case of a corporation, by its duly appointed corporate representative, at the meeting, and (ii) by 75% of the votes cast on the resolution. Subject to the orders being made by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the First Court Hearing, the Recall shareholders meeting is scheduled to occur on or about [\*\*\*\*\*], 2015.

Table of Contents

If the resolution to approve the Transaction is passed at the Recall shareholders meeting and all other conditions to the Transaction are satisfied or waived, Recall will seek to obtain court approval of the Transaction at the Second Court Hearing. Recall intends to apply to ASIC for ASIC to provide to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) a written statement that it has no objection to the Transaction. Recall expects that ASIC will provide to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the Second Court Hearing a letter stating that ASIC has no objection to the Transaction.

Subject to all other conditions to the Transaction being satisfied or waived, the Second Court Hearing is scheduled to occur on or about [\*\*\*\*\*], 2015 (the "Second Court Date"). However, Iron Mountain and Recall have agreed under the Transaction Agreement that it is desirable that the Implementation Date occur within the first 30 days of any given fiscal quarter of Iron Mountain, and that to achieve that timing the Second Court Date will be determined appropriately. If the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) approves the Transaction at the Second Court Hearing, a copy of the court order will be filed with ASIC and the Scheme will become binding on all Recall shareholders (including those who voted against the resolution to approve the Transaction) on filing of that court order with ASIC (referred to herein as the "Effective Date of the Scheme"). On the Effective Date of the Scheme, the obligations of each of Iron Mountain and Iron Mountain Sub under the Deed Poll will take effect and be binding.

It is expected that trading in ordinary shares of Recall on the ASX will be suspended from the close of trading on the Effective Date of the Scheme, which is expected to be shortly after the Second Court Date. A record date (which will be on or about the fifth business day following the suspension of trading of Recall shares on ASX) will be set to determine the Recall shareholders who will transfer their Recall shares and be entitled to receive consideration under the Transaction. It is scheduled that the Transaction consideration will be provided to Recall shareholders four business days after such record date (or such other date as agreed between Iron Mountain and Recall) and the Transaction will be deemed to have been completed or implemented on that date.

***U.S. Antitrust Approval (see page 91)***

Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), certain transactions may not be completed until each party has filed a Notification and Report Form with the Antitrust Division of the U.S. Department of Justice (the "DOJ") and with the U.S. Federal Trade Commission (the "FTC") and the waiting period under the HSR Act has expired or early termination of the waiting period has been granted. The Transaction is subject to the HSR Act.

Iron Mountain and Recall filed the requisite HSR Act Premerger Notification and Report Forms on June 22, 2015. The DOJ has initiated a preliminary investigation of the Transaction, which is not atypical for transactions of this type. With Recall's prior consent, Iron Mountain voluntarily withdrew its HSR Act notification and refiled its HSR Act notification on July 24, 2015 to provide the DOJ additional time to consider information provided by Iron Mountain and Recall. On August 24, 2015, Iron Mountain and Recall each received a request for additional information and documentary material, often referred to as a "second request," from the DOJ in connection with the Transaction. The effect of the second request is to extend the waiting period imposed by the HSR Act until 30 days after Iron Mountain and Recall have substantially complied with this request, unless that period is extended voluntarily by the parties or terminated sooner by the DOJ. The second request was expected, and Iron Mountain and Recall intend to cooperate fully with this request.

Table of Contents

At any time before or after the Transaction is completed, the DOJ, the FTC, or others (including states and private parties) could attempt to take action under the antitrust laws, including seeking to prevent the Transaction, to rescind the Transaction, or to conditionally approve the completion of the Transaction upon the divestiture of assets of Iron Mountain and Recall. There can be no assurance that the Transaction will be completed. The Transaction could be prevented from occurring if challenged successfully on antitrust grounds or if the DOJ or FTC requires a divestiture of assets in the United States and Canada above the US\$30,000 threshold agreed to by Iron Mountain to address antitrust concerns. Iron Mountain has agreed to pay Recall a reimbursement fee of A\$76,500 if antitrust/competition approval is not obtained.

***Australian Antitrust Approval (see page 92)***

Section 50 of the Competition and Consumer Act 2010 (Cth) (the "CCA") prohibits the acquisition of shares or assets that would have the likely effect of substantially lessening competition in any Australian market. The Australian Competition & Consumer Commission ("ACCC") is responsible for enforcing Section 50 of the CCA. The ACCC investigates proposed acquisitions either at the request of the parties or by initiating its own investigation.

There are no compulsory filing or regulatory approval requirements for clearance under Section 50 of the CCA. In practice, persons intending to make an acquisition normally seek voluntary informal clearance. This is a process under which the ACCC provides an assurance that it does not intend to intervene in the transaction either on an unconditional or conditional basis, including potentially requiring divestitures. There is no statutory time period within which the ACCC must make a decision; there is a pre-assessment stage (typical duration 2 - 4 weeks), which may lead to first-phase review (typical duration 6 - 12 weeks), which may lead to second-phase review (typical duration 6 - 12 weeks); therefore the time could range from 2 - 24 weeks or more, depending on the complexity of the issues. Approval from the ACCC is a condition to closing the Transaction. Iron Mountain has agreed to any divestments required to receive competition/antitrust approval outside the United States and Canada, but there can be no assurance that the Transaction will be completed if the ACCC does not approve a divestiture of assets to address antitrust concerns and successfully challenges the Transaction on antitrust grounds.

If the ACCC takes the view that the Transaction will breach Section 50 of the CCA, it may seek a range of remedies including an injunction to prevent the Transaction, or orders for divestiture of shares or assets. Private parties may also take action under the CCA seeking to prevent the Transaction, require divestitures or seek damages. The ACCC or a private party must bring divestiture proceedings within three years of the Implementation Date. Actions for recovery of penalties or compensation must be brought within six years of the Implementation Date.

Iron Mountain and Recall filed an application for informal clearance with the ACCC on August 13, 2015. The necessary competition approval from the ACCC has yet to be obtained. The ACCC is considering Iron Mountain's application for informal clearance.

***UK Antitrust Approval (see page 92)***

Under the *Enterprise Act 2002*, as amended (the "Enterprise Act"), Iron Mountain and Recall are free to close the Transaction prior to the receipt of approval from the Competition and Markets Authority ("CMA"). The Enterprise Act provides that notification to the CMA is voluntary, and the CMA has until four months following the date of the public announcement of closing to refer the Transaction for an in-depth second phase investigation. Iron Mountain and Recall have decided to make a voluntary notification filing with the CMA. Iron Mountain and Recall intend to submit an initial draft notification to the CMA in late August or early September 2015. Following confirmation from the CMA that the filing is deemed complete, the CMA would then have 40 business days to



Table of Contents

conduct an initial (first phase) investigation. If the CMA is of the view that the Transaction might result in a substantial lessening of competition, it may refer the Transaction for an in depth (second phase) investigation, which (in the ordinary course) could last up to 24 weeks. Approval from the CMA is a condition to closing the Transaction.

At any time before, or until four months after the Implementation Date, the CMA could attempt to take action under the Enterprise Act, including seeking to prevent the Transaction, rescind the Transaction, or conditionally approve the completion of the Transaction upon the divestiture of assets of Iron Mountain and Recall. Iron Mountain has agreed to any divestments required to receive competition/antitrust approval outside the United States and Canada, but there can be no assurance that the Transaction will be completed if the CMA does not approve a divestiture of assets to address antitrust concerns or otherwise challenges the Transaction on antitrust grounds.

**Listing of Iron Mountain Common Stock (see page 93)**

Iron Mountain has agreed to obtain listing approval from the NYSE for the Iron Mountain shares that will be issued in the Transaction. Iron Mountain has also agreed to establish a secondary listing on the ASX to allow Recall shareholders to trade Iron Mountain shares via CHESD Depository Interests (the "Iron Mountain CDIs") on the ASX.

Where a Recall shareholder has a registered address in Australia and is to receive Iron Mountain common stock as consideration under the Transaction, that Recall shareholder will receive Iron Mountain CDIs that will be tradable on ASX, but may request to receive that consideration in the form of Iron Mountain common stock (or a mix of Iron Mountain CDIs and Iron Mountain common stock).

Where a Recall shareholder's address on the Recall register is located outside of Australia and that shareholder is to receive Iron Mountain common stock as consideration under the Transaction, that Recall shareholder will receive Iron Mountain common stock that will be tradable on the NYSE, but may request to receive Iron Mountain CDIs (or a mix of Iron Mountain CDIs and Iron Mountain common stock), except that a Recall shareholder with an address outside Australia, New Zealand, the United Kingdom, Hong Kong, Singapore, Canada or the U.S. (an "Ineligible Foreign Shareholder") will not receive either Iron Mountain CDIs or Iron Mountain common stock. See "*The Transaction Agreement, Scheme and Deed Poll Ineligible Foreign Shareholders*" beginning on page 116 of this proxy statement for more information about the consideration Ineligible Foreign Shareholders will receive in the Transaction.

**No Appraisal Rights (see page 89)**

Under Delaware law, holders of shares of Iron Mountain common stock are not entitled to appraisal rights in connection with the Transaction or any of the matters to be acted on at the special meeting.

**Conditions to Completion of the Transaction (see page 116)**

As more fully described in this proxy statement and in the Transaction Agreement, completion of the Transaction is conditioned on the satisfaction or, where legally permissible, waiver of a number of conditions, including among others:

requisite Recall shareholder approval of the Transaction;

requisite Iron Mountain stockholder approval of the Transaction Proposal;

approval of the Transaction by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall);

Table of Contents

receipt of certain required approvals and consents from the Australian Foreign Investment Review Board and New Zealand Overseas Investment Office;

approval by the NYSE and ASX of the listing of the Iron Mountain shares and Iron Mountain CDIs that will be issued in the Transaction; and

expiration or early termination of any applicable waiting period under the HSR Act and receipt of certain other competition law approvals.

Each party's obligation to complete the Transaction is subject to certain other conditions, including the absence of any injunction, restraint or governmental restriction prohibiting the Transaction, the accuracy of the other party's representations and warranties contained in the Transaction Agreement subject to certain materiality qualifiers, material compliance by the other party with its obligations under the Transaction Agreement, and the absence of a material adverse effect related to the other party. Iron Mountain cannot be certain when, or if, the conditions to the Transaction will be satisfied or waived, or that the Transaction will be completed.

Iron Mountain's obligation to complete the Transaction is not conditioned on Iron Mountain's receipt of any financing. Iron Mountain's present intention is that the cash consideration to be paid to Recall shareholders will be funded out of some combination of Iron Mountain's existing cash reserves, availability under its revolving credit facility and public or private debt financing.

**Non-Solicitation of Other Offers (see page 128)**

The Transaction Agreement obliges each party to abide by certain restrictions on such party's ability to solicit competing proposals from third parties and to provide non-public information to and enter into discussions or negotiations with third parties regarding competing proposals. Notwithstanding this obligation, each party may under certain circumstances furnish information to and engage in discussions or negotiations with third parties with respect to unsolicited competing proposals if such company's board of directors determines, acting in good faith and in consultation with its financial advisor and outside legal counsel, that the competing proposal constitutes, or would reasonably be expected to result in, a superior proposal, as defined in the Transaction Agreement, and that not taking such action would likely be inconsistent with the directors' duties owed under applicable laws or would otherwise be unlawful.

**Termination of the Transaction Agreement (see page 130)**

The Transaction Agreement may be terminated by either Iron Mountain or Recall if:

before 8am (eastern Australia time) on the day of the Second Court Hearing, if the other party has materially breached any clause of the Transaction Agreement (other than the breaching party's respective representations and warranties) and the breach continues to exist for 20 business days (or any shorter period ending at 5pm (eastern Australia time) on the day before the Second Court Hearing) after a notice is given by the non-breaching party to the breaching party;

before 8am (eastern Australia time) on the day of the Second Court Hearing, if the other party has breached any of its respective representations and warranties such that the condition to close relating to the breaching party's representations and warranties could not be satisfied prior to June 8, 2016 (subject to extension in limited circumstances) and the breach continues to exist for 20 business days (or any shorter period ending at 5pm (eastern Australia time) on the day before the Second Court Hearing) after notice is given by the non-breaching party to the breaching party; and

Table of Contents

a condition to closing described above under " *Conditions to Completion of the Transaction*" becomes incapable of being satisfied, and the parties are unable to reach an agreement to resolve the matter within ten business days of becoming aware of the relevant occurrence or by June 8, 2016 (subject to extension in limited circumstances).

Iron Mountain may terminate the Transaction Agreement if (1) the Iron Mountain board of directors has changed, withdrawn or modified its recommendation of the Transaction Proposal in accordance with the Transaction Agreement, (2) the Recall board of directors withdraws or adversely modifies its recommendation that Recall shareholders vote in favor of the Transaction or (3) the Recall board of directors recommends or supports any competing transaction.

Recall may terminate the Transaction Agreement if (1) the Recall board of directors has changed, withdrawn or modified its recommendation of the Transaction in accordance with the Transaction Agreement or (2) if the Iron Mountain board of directors has changed, withdrawn or adversely modified its recommendation in favor of the Transaction Proposal.

**Expenses and Reimbursement Fees (see page 131)**

In certain circumstances described under "*The Transaction Agreement, Scheme and Deed Poll Reimbursement Fees*" beginning on page 131 of this proxy statement, Iron Mountain may be obligated to pay Recall a reimbursement fee of A\$25,500 and Recall may be obligated to pay Iron Mountain a reimbursement fee of A\$25,500. If the Transaction Agreement is terminated because of a failure to obtain certain competition approvals under the HSR Act and certain other competition laws that are a condition to closing under the Transaction Agreement, Iron Mountain may be obligated to pay Recall a reimbursement fee of A\$76,500. The Transaction Agreement generally provides that each party will bear its costs and expenses, except as described under "*The Transaction Agreement, Scheme and Deed Poll Costs and Expenses*" beginning on page 132 of this proxy statement.

**Questions**

If you have additional questions about the Transaction or other matters discussed in this proxy statement after reading this proxy statement, you should contact Okapi Partners LLC, Iron Mountain's proxy solicitation agent. The address of Okapi Partners LLC is 437 Madison Avenue 28th Floor, New York, New York 10022. You can call Okapi Partners LLC at 877-279-2311.

Table of Contents

**Selected Historical Consolidated Financial Data of Iron Mountain**

The following selected historical consolidated statements of operations of Iron Mountain for each of the fiscal years during the three-year period ended December 31, 2014 and the selected historical consolidated balance sheet data as of December 31, 2014 and December 31, 2013, respectively, have been derived from Iron Mountain's audited consolidated financial statements as of and for the fiscal year ended December 31, 2014 contained in its Current Report on Form 8-K filed with the SEC on May 7, 2015 (the "Iron Mountain May 7<sup>th</sup> Current Report"), which is incorporated by reference into this proxy statement. The selected historical consolidated statements of operations for each of the fiscal years ended December 31, 2011 and December 31, 2010, respectively, and the selected historical consolidated balance sheet data as of December 31, 2012, December 31, 2011 and December 31, 2010, respectively, have been derived from Iron Mountain's audited consolidated financial statements as of and for such years contained in Iron Mountain's other reports filed with the SEC, which are not incorporated by reference into this proxy statement.

The selected historical consolidated statements of operations for each of the six-month periods ended June 30, 2015 and June 30, 2014 and the selected historical consolidated balance sheet data as of June 30, 2015 have been derived from Iron Mountain's unaudited consolidated financial statements as of and for the three and six months ended June 30, 2015 contained in Iron Mountain's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2015 filed with the SEC on July 30, 2015 (the "Iron Mountain Quarterly Report on Form 10-Q"), which is incorporated by reference into this proxy statement. The selected historical consolidated balance sheet data as of June 30, 2014 have been derived from Iron Mountain's unaudited consolidated financial statements as of and for the three and six months ended June 30, 2014 contained in Iron Mountain's Quarterly Report on Form 10-Q for the three and six months ended June 30, 2014 filed with the SEC on July 31, 2014, which is not incorporated by reference into this proxy statement. In Iron Mountain's view, the unaudited consolidated financial statements include all adjustments (consisting of normal recurring adjustments) necessary for fair presentation of the interim June 30, 2015 financial information. Interim results as of and for the six-month period ended June 30, 2015 are not necessarily indicative of, and are not projections for, the results to be expected for the fiscal year ended December 31, 2015.

The information set forth below is only a summary and is not necessarily indicative of the results of future operations of Iron Mountain, including following completion of the Transaction, and you should read the following information together with Iron Mountain's consolidated financial statements, the related notes and sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in the Iron Mountain May 7<sup>th</sup> Current Report and the Iron Mountain Quarterly Report on Form 10-Q, which are incorporated by reference into this proxy

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Table of Contents

statement, and in Iron Mountain's other reports filed with the SEC. For more information, see the section entitled "Where You Can Find More Information" beginning on page 137.

	Year Ended December 31,					Six Months Ended June 30,	
	2010(1)(2)	2011(1)(2)	2012(1)(2)	2013(1)(2)	2014	2014	2015
<b>(In thousands)</b>							
<b>Consolidated Statements of Operations Data:</b>							
Revenues:							
Storage rental	\$ 1,598,718	\$ 1,682,990	\$ 1,733,138	\$ 1,784,721	\$ 1,860,243	\$ 925,778	\$ 920,081
Service	1,292,431	1,330,613	1,270,817	1,239,902	1,257,450	631,240	588,939
<b>Total Revenues</b>	<b>2,891,149</b>	<b>3,013,603</b>	<b>3,003,955</b>	<b>3,024,623</b>	<b>3,117,693</b>	<b>1,557,018</b>	<b>1,509,020</b>
Operating Expenses:							
Cost of sales (excluding depreciation and amortization)	1,192,862	1,245,200	1,277,113	1,288,878	1,344,636	672,106	647,937
Selling, general and administrative	772,811	834,591	850,371	924,031	869,572	428,587	412,299
Depreciation and amortization	304,205	319,499	316,344	322,037	353,143	175,374	173,500
Intangible impairments(3)	85,909	46,500					
(Gain) loss on disposal/write-down of property, plant and equipment (excluding real estate), net	(9,906)	995	4,661	430	1,065	1,045	848
<b>Total Operating Expenses</b>	<b>2,345,881</b>	<b>2,446,785</b>	<b>2,448,489</b>	<b>2,535,376</b>	<b>2,568,416</b>	<b>1,277,112</b>	<b>1,234,584</b>
<b>Operating Income</b>	<b>545,268</b>	<b>566,818</b>	<b>555,466</b>	<b>489,247</b>	<b>549,277</b>	<b>279,906</b>	<b>274,436</b>
Interest Expense, Net	204,559	205,256	242,599	254,174	260,717	124,513	130,985
Other Expense, Net	8,768	13,043	16,062	75,202	65,187	479	24,353
Income from Continuing Operations Before Provision (Benefit) for Income Taxes and Gain on Sale of Real Estate							
Estate	331,941	348,519	296,805	159,871	223,373	154,914	119,098
Provision (Benefit) for Income Taxes	166,720	105,139	114,304	62,127	(97,275)	(153,041)	23,352
Gain on Sale of Real Estate, Net of Tax	(786)	(2,361)	(206)	(1,417)	(8,307)	(7,468)	
<b>Income from Continuing Operations</b>	<b>166,007</b>	<b>245,741</b>	<b>182,707</b>	<b>99,161</b>	<b>328,955</b>	<b>315,423</b>	<b>95,746</b>
(Loss) Income from Discontinued Operations, Net of Tax	(219,417)	(47,439)	(6,774)	831	(209)	(938)	
Gain (Loss) on Sale of Discontinued Operations, Net of Tax		200,619	(1,885)				
<b>Net (Loss) Income</b>	<b>(53,410)</b>	<b>398,921</b>	<b>174,048</b>	<b>99,992</b>	<b>328,746</b>	<b>314,485</b>	<b>95,746</b>
Less: Net Income Attributable to Noncontrolling Interests	4,908	4,054	3,126	3,530	2,627	1,181	1,320
<b>Net (Loss) Income Attributable to Iron Mountain Incorporated</b>	<b>\$ (58,318)</b>	<b>\$ 394,867</b>	<b>\$ 170,922</b>	<b>\$ 96,462</b>	<b>\$ 326,119</b>	<b>\$ 313,304</b>	<b>\$ 94,426</b>

	Year Ended December 31,					Six Months Ended June 30,	
	2010(1)	2011(1)	2012(1)	2013(1)	2014	2014	2015
<b>(In thousands, except per share data)</b>							
<b>Earnings (Losses) per Share Basic:</b>							
Income from Continuing Operations	\$ 0.82	\$ 1.26	\$ 1.05	\$ 0.52	\$ 1.68	\$ 1.64	\$ 0.45
<b>Total (Loss) Income from Discontinued Operations</b>	<b>\$ (1.09)</b>	<b>\$ 0.79</b>	<b>\$ (0.05)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Net (Loss) Income Attributable to Iron Mountain Incorporated	\$	(0.29)	\$	2.03	\$	0.98	\$	0.51	\$	1.67	\$	1.63	\$	0.45
--	----	--------	----	------	----	------	----	------	----	------	----	------	----	------

**Earnings (Losses) per Share Diluted:**

Income from Continuing Operations	\$	0.82	\$	1.25	\$	1.04	\$	0.52	\$	1.67	\$	1.63	\$	0.45
-----------------------------------	----	------	----	------	----	------	----	------	----	------	----	------	----	------

Total (Loss) Income from Discontinued Operations	\$	(1.09)	\$	0.78	\$	(0.05)	\$		\$		\$		\$	
--	----	--------	----	------	----	--------	----	--	----	--	----	--	----	--

Net (Loss) Income Attributable to Iron Mountain Incorporated	\$	(0.29)	\$	2.02	\$	0.98	\$	0.50	\$	1.66	\$	1.62	\$	0.45
--	----	--------	----	------	----	------	----	------	----	------	----	------	----	------

Weighted Average Common Shares Outstanding Basic	201,991	194,777	173,604	190,994	195,278	192,130	210,468
--	---------	---------	---------	---------	---------	---------	---------

Weighted Average Common Shares Outstanding Diluted	201,991	195,938	174,867	192,412	196,749	193,298	212,163
--	---------	---------	---------	---------	---------	---------	---------

Dividends Declared per Common Share	\$	0.3750	\$	0.9375	\$	5.1200	\$	1.0800	\$	5.3713	\$	0.5405	\$	0.9499
-------------------------------------	----	--------	----	--------	----	--------	----	--------	----	--------	----	--------	----	--------

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Table of Contents

	Year Ended December 31,					Six Months Ended June 30,	
	2010(1)	2011(1)	2012(1)	2013(1)	2014	2014	2015
	(In thousands)						
<b>Other Data:</b>							
Adjusted OIBDA(4)	\$ 925,476	\$ 949,339	\$ 910,917	\$ 894,581	\$ 925,797	\$ 470,373	\$ 454,446
Adjusted OIBDA Margin(4)	32.0%	31.5%	30.3%	29.6%	29.7%	30.2%	30.1%
Ratio of Earnings to Fixed Charges	2.2 x	2.2 x	1.9 x	1.5 x	1.7 x	2.0 x	1.7 x

	As of December 31,					As of June 30,	
	2010(1)	2011(1)	2012(1)	2013(1)	2014	2014	2015
	(in thousands)						
<b>Consolidated Balance Sheet Data:</b>							
Cash and Cash Equivalents	\$ 258,693	\$ 179,845	\$ 243,415	\$ 120,526	\$ 125,933	\$ 145,343	\$ 117,098
Total Assets	6,416,393	6,041,258	6,358,339	6,653,005	6,570,342	6,735,124	6,422,577
Total Long-Term Debt (including Current Portion of Long-Term Debt)	3,008,207	3,353,588	3,825,003	4,171,722	4,663,531	4,354,546	4,789,150
Total Equity	1,949,022	1,249,742	1,157,148	1,051,734	869,955	1,297,150	722,225

*Reconciliation of Operating Income to Adjusted OIBDA (in thousands):*

	Year Ended December 31,					Six Months Ended June 30,	
	2010(1)(2)	2011(1)(2)	2012(1)(2)	2013(1)(2)	2014	2014	2015
Operating Income	\$ 545,268	\$ 566,818	\$ 555,466	\$ 489,247	\$ 549,277	\$ 279,906	\$ 274,436
Add: Depreciation and Amorization	304,205	319,499	316,344	322,037	353,143	175,374	173,500
Intangible Impairments	85,909	46,500					
(Gain) loss on disposal/write-down of property, plant and equipment (Excluding Real Estate), Net	(9,906)	995	4,661	430	1,065	1,045	848
REIT Costs		15,527	34,446	82,867	22,312	14,048	
Recall Costs							5,662
Adjusted OIBDA	\$ 925,476	\$ 949,339	\$ 910,917	\$ 894,581	\$ 925,797	\$ 470,373	\$ 454,446

- (1) During the second quarter of 2014, Iron Mountain identified contract billing inaccuracies arising from a single location which occurred over numerous years that resulted in an overstatement of prior years' reported revenue by an aggregate of \$10.0 million, as described in Note 2.y. to Notes to Consolidated Financial Statements included in the Iron Mountain May 7<sup>th</sup> Current Report. Revenue and Adjusted OIBDA, as defined below, for the years ended December 31, 2010, 2011, 2012 and 2013 have been restated to reflect a reduction in revenues of \$1.2 million, \$1.1 million, \$1.3 million and \$1.3 million, respectively, to correct the billing inaccuracies. The remaining overstated amount of \$5.1 million relates to the periods prior to 2010. The impact to income from continuing operations and net income is a reduction of \$0.7 million, \$0.7 million, \$0.8 million and \$0.8 million, respectively, for the after tax impact of the contract billing inaccuracies for the years ended December 31, 2010, 2011, 2012 and 2013, respectively. Earnings (loss) per share basic and earnings (loss) per share diluted have also been restated to reflect the restatement. In addition, total equity at December 31, 2010, 2011, 2012 and 2013 has been reduced by \$3.8 million, \$4.5 million, \$5.3 million and \$6.1 million, respectively, to account for the contract billing inaccuracies.
- (2) As a result of Iron Mountain's conversion to a REIT and in accordance with the SEC rules applicable to REITs, Iron Mountain no longer reports (gain) loss on sale of real estate as a component of operating income, but will continue to report it as a component of income (loss) from continuing operations. Iron Mountain will continue to report the (gain) loss on sale of property, plant and equipment (excluding real estate), along with any impairment, write-downs or involuntary conversions related to real estate, as a component of operating income. The results for the years ended December 31, 2010, 2011, 2012 and 2013 have been reclassified to conform to this presentation.
- (3) For the year ended December 31, 2010, Iron Mountain recorded a non-cash goodwill impairment charge of \$85.9 million related to its technology escrow services business, which Iron Mountain continues to own and operate and which was previously reflected in Iron Mountain's former worldwide digital business segment and is now reflected as a component of Iron Mountain's North American Records and Information Management Business

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

segment. For the year ended December 31, 2010, Iron Mountain recorded a \$197.9 million non-cash goodwill impairment charge related to its former worldwide digital business that is included in loss from discontinued operations, net of tax. For the year ended December 31, 2011, Iron Mountain recorded a non-cash goodwill impairment charge of \$46.5 million in its Continental Western Europe reporting unit, which is a component of Iron Mountain's Western European Business segment.

(4)

Adjusted OIBDA and Adjusted OIBDA Margin are non-GAAP measures. Adjusted OIBDA is defined as operating income before depreciation, amortization, intangible impairments, (gain) loss on disposal/write-down of property, plant and equipment, net (excluding real estate), REIT Costs (as defined below) and Recall Costs (as defined below). Adjusted OIBDA Margin is calculated by dividing Adjusted OIBDA by total revenues. REIT Costs includes costs associated with Iron Mountain's 2011 proxy contest, the previous work of the former Strategic Review Special Committee of the board of directors and costs associated with Iron Mountain's conversion to a REIT, excluding REIT compliance costs beginning January 1, 2014 which Iron Mountain expects to recur in future periods. Recall Costs includes costs associated with Iron Mountain's proposed acquisition of Recall, including costs



Table of Contents

to complete the acquisition (including advisory and professional fees) as well as costs incurred once Iron Mountain closes the Transaction to integrate Recall with Iron Mountain's existing operations (including moving, severance, facility upgrade, REIT conversion and system upgrade costs).

Iron Mountain believes Adjusted OIBDA and Adjusted OIBDA Margin provide current and potential investors with relevant and useful information regarding its ability to generate cash flow to support business investment. These measures are an integral part of the internal reporting system used to assess and evaluate the operating performance of its business. Adjusted OIBDA does not include certain items that Iron Mountain believes are not indicative of its core operating results, specifically: (1) (gain) loss on disposal/write-down of property, plant and equipment (excluding real estate), net; (2) (gain) loss on sale of real estate, net of tax; (3) intangible impairments; (4) Recall Costs; (5) REIT Costs; (6) other expense (income), net; (7) income (loss) from discontinued operations, net of tax; (8) gain (loss) on sale of discontinued operations, net of tax; and (9) net income (loss) attributable to noncontrolling interests.

Adjusted OIBDA also does not include interest expense, net and the provision (benefit) for income taxes. These expenses are associated with its capitalization and tax structures, which Iron Mountain does not consider when evaluating the operating profitability of its core operations. Finally, Adjusted OIBDA does not include depreciation and amortization expenses, in order to eliminate the impact of capital investments, which Iron Mountain evaluates by comparing capital expenditures to incremental revenue generated and as a percentage of total revenues. Adjusted OIBDA and Adjusted OIBDA Margin should be considered in addition to, but not as a substitute for, other measures of financial performance reported in accordance with U.S. GAAP, such as operating or net income (loss) or cash flows from operating activities from continuing operations as determined in accordance with U.S. GAAP.

Table of Contents**Selected Unaudited Historical Consolidated Financial Information of Recall**

The following selected unaudited historical consolidated income statement of Recall for the years ended June 30, 2015 and June 30, 2014 and the selected unaudited historical consolidated balance sheet data as of June 30, 2015 and June 30, 2014 have been derived from Recall's year ended June 30, 2015 unaudited historical financial statements and related notes, which are included in Annex B to this proxy statement. The selected unaudited historical consolidated financial data of Recall for the fiscal year ended June 30, 2013 and the selected unaudited balance sheet data as of June 30, 2013 have been derived from Recall's year ended June 30, 2014 unaudited historical financial statements and related notes, which is included in Annex B to this proxy statement. The historical income statement and balance sheet data as of and for Recall's fiscal years ended June 30, 2012 and June 30, 2011, respectively, are not presented below as such information was not available absent unreasonable effort.

The information set forth below is only a summary and is not necessarily indicative of the results of future operations of Recall, including following completion of the Transaction, and you should read the following information together with Recall's unaudited consolidated financial statements, the related notes and sections entitled "*Information about the Companies Recall Management's Discussion and Analysis of Financial Condition and Results of Operations*" beginning on page 94 of this proxy statement.

**Consolidated Income Statement**

US\$M	(Unaudited) Year Ended June 30,(1)		
	2015	2014	2013
Revenues	\$ 827.8	\$ 613.7	\$ 225.3
Gain on sale of business	2.1	0.0	0.0
Operating expenses	(723.3)	(539.3)	(161.4)
Share of results of joint venture	0.1	0.2	0.0
<b>Operating profit</b>	<b>106.7</b>	<b>74.6</b>	<b>63.9</b>
Net finance costs	(21.6)	(12.3)	(0.6)
<b>Profit before tax</b>	<b>85.1</b>	<b>62.3</b>	<b>63.3</b>
Tax expense	(20.1)	(20.3)	(20.0)
<b>Net Income</b>	<b>\$ 65.0</b>	<b>\$ 42.0</b>	<b>\$ 43.3</b>
Depreciation and amortization (included in Operating expenses)	\$ 69.8	\$ 47.1	\$ 13.1
Weighted Average Number of Shares Basic (millions)	313.4	208.7	42.3
Weighted Average Number of Shares Diluted (millions)	317.4	209.8	42.3
Basic earnings per share	\$ 0.21	\$ 0.20	\$ 1.02
Diluted earnings per share	\$ 0.21	\$ 0.20	\$ 1.02
Dividend per share (Australian dollar)	\$ 0.19	\$ 0.08	\$
<b>Balance Sheet</b>			
Cash and Cash Equivalents	\$ 88.5	\$ 72.1	\$ 6.1
Total Assets	\$ 1,504.0	\$ 1,468.0	\$ 305.9
Total Long-Term Debt (including Current Portion)	\$ 648.5	\$ 552.2	\$ 0.0
Total Equity	\$ 549.2	\$ 599.4	\$ 241.7

(1)

As a result of the demerger with Brambles, the Recall 2015, 2014 and 2013 unaudited financial information only reflects results of entities acquired as part of the demerger from the date of their respective acquisition from Brambles. Therefore, Recall's statutory financial performance for the years ended June 30, 2013 and June 30, 2014, as presented in the table above, includes results of a number of material Recall entities for only part of the respective financial year in which they were acquired. For a more detailed comparison of Recall's unaudited statutory results see "*Information about the Companies Recall Management's Discussion and Analysis of Financial Condition and Results of Operations*," beginning on page 94 of this proxy statement.



Table of Contents

**SUMMARY OF SIGNIFICANT DIFFERENCES BETWEEN IFRS AND U.S. GAAP**

The financial information of Recall included in this proxy statement has been prepared and presented in accordance with International Financial Reporting Standards (as promulgated by the International Accounting Standards Board) ("IFRS"). Certain differences exist between IFRS and U.S. GAAP which might be material to the financial information included in this proxy statement.

The principal differences between U.S. GAAP and IFRS which might be material in the preparation of Recall's consolidated financial statements are described below. Because Iron Mountain did not have any access to non-public business or detailed financial information of Recall, Iron Mountain cannot be sure that the differences described below are complete or would in fact be the accounting principles creating the most significant differences between financial information of Recall prepared under IFRS and U.S. GAAP. The following summary does not include all differences that exist between IFRS and U.S. GAAP and is not intended to provide a comprehensive listing of all such differences specifically related to Iron Mountain, Recall or the industry in which Iron Mountain and Recall operate.

The differences described below reflect only those differences in accounting policies in force at the time of the preparation of the historical financial information of Recall. There has been no attempt to identify future differences between IFRS and U.S. GAAP as the result of prescribed changes in accounting standards, transactions or events that may occur in the future.

**Deferred Tax**

In accordance with IFRS, on a jurisdictional basis all deferred tax assets ("DTAs") and deferred tax liabilities ("DTLs") are netted together, and the net DTA or DTL is recorded on the balance sheet as a noncurrent DTA or DTL, respectively. Under U.S. GAAP, jurisdictional netting of DTAs and DTLs are performed on a current vs. noncurrent basis.

**Exit Activities**

Under IFRS, liabilities for plant closures, lease terminations and other exit costs may generally be recognized when an entity has formally committed to a plan. U.S. GAAP prohibits the recognition of a liability based solely on an entity's commitment to a plan, and recognition of a provision for lease termination usually is upon the date the property is no longer used and most categories of exit costs are recognized as incurred.

**Debt Issuance Costs**

Under IFRS, when a financial liability is not carried at fair value, transaction costs including third party costs and creditor fees are deducted from the carrying value of the financial liability and are not recorded as separate assets. Under U.S. GAAP, third party fees related to debt issuance are classified as assets.

Table of Contents

**UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION**

The following unaudited pro forma consolidated financial statements are derived from and should be read in conjunction with historical consolidated financial statements and related notes of Iron Mountain, which are incorporated by reference, and Recall, which are included in this proxy statement.

The unaudited pro forma consolidated balance sheet as of June 30, 2015, and the unaudited pro forma consolidated statements of operations for the six months ended June 30, 2015 and the year ended December 31, 2014, are presented herein. The unaudited pro forma consolidated balance sheet combines the unaudited consolidated balance sheets of Iron Mountain and Recall as of June 30, 2015 and gives effect to the Transaction as if it had been completed on June 30, 2015. The unaudited pro forma consolidated statements of operations combine the historical results of Iron Mountain and Recall for the six months ended June 30, 2015 and the year ended December 31, 2014 and give effect to the Transaction as if it occurred on January 1, 2014. The historical financial information has been adjusted to give effect to pro forma adjustments that are (i) directly attributable to the Transaction, (ii) factually supportable, and (iii) with respect to the unaudited consolidated statements of operations, expected to have a continuing impact on the consolidated results.

The unaudited pro forma consolidated financial statements presented are based on the assumptions and adjustments described in the accompanying notes. The unaudited pro forma consolidated financial statements are presented for illustrative purposes and do not purport to represent what the financial position or results of operations would actually have been if the Transaction occurred as of the dates indicated or what financial position or results of operations would be for any future periods. The unaudited pro forma consolidated financial statements are based upon the respective historical consolidated financial statements of Iron Mountain and Recall, and should be read in conjunction with (1) the accompanying notes to the unaudited pro forma consolidated financial information, (2) the unaudited consolidated financial statements for the six months ended June 30, 2015 and notes thereto of Iron Mountain included in the Iron Mountain Quarterly Report on Form 10-Q, filed with the SEC on July 30, 2015, (3) the audited consolidated financial statements for the fiscal year ended December 31, 2014 and notes thereto included in the Iron Mountain May 7<sup>th</sup> Current Report, and (4) the unaudited consolidated financial statements and notes thereto for the fiscal years ended June 30, 2015 and June 30, 2014 of Recall, which are included in Annex B to this proxy statement.

The unaudited pro forma consolidated statements of operations also include certain purchase accounting adjustments, including items expected to have a continuing impact on the combined results, such as increased amortization expense on acquired intangible assets. The unaudited pro forma consolidated statements of operations do not include the impact of any revenue, cost or other operating synergies that may result from the acquisition or any related restructuring costs.

Table of Contents

**IRON MOUNTAIN INCORPORATED**  
**UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET**  
**AS OF JUNE 30, 2015**  
(In thousands, except share and per share data)

	Iron Mountain	Recall (IFRS) (Note 3)	Historical U.S. GAAP Adjustments (Note)	Recall (U.S. GAAP)	Purchase Accounting Adjustments (Note)	Financing Adjustment (Note)	Pro Forma
<b>ASSETS</b>							
Current Assets:							
Cash and cash equivalents	\$ 117,098	\$ 88,500		\$ 88,500	\$ (326,536)	7(a)	\$ 7(j) \$
Accounts receivable, net	596,252	183,200		183,200			
Deferred income taxes	21,609		17,389	17,389	(471)	7(h)	
Prepaid expenses and other	139,768	18,600		18,600			
<b>Total Current Assets</b>	<b>874,727</b>	<b>290,300</b>	<b>17,389</b>	<b>307,689</b>	<b>(327,007)</b>		
Property, Plant and Equipment:							
Property, plant and equipment	4,681,792	836,400		836,400	(229,867)	7(b)	
Less Accumulated depreciation	(2,188,779)	(423,300)		(423,300)	423,300	7(b)	
<b>Property, Plant and Equipment, net</b>	<b>2,493,013</b>	<b>413,100</b>		<b>413,100</b>	<b>193,433</b>	<b>7(b)</b>	
Other Assets, net:							
Goodwill	2,388,697	677,200		677,200	309,800	7(c)	
Customer relationships and acquisition costs	595,468	109,500		109,500	1,099,500	7(d)	
Deferred financing costs	43,827		6,091	6,091	(6,091)	7(e)	7(j)
Other	26,845	13,900	(4,520)	9,380	51,276	7(d)(h)	
<b>Total Other Assets, net</b>	<b>3,054,837</b>	<b>800,600</b>	<b>1,571</b>	<b>802,171</b>	<b>1,454,485</b>		
<b>Total Assets</b>	<b>\$ 6,422,577</b>	<b>\$ 1,504,000</b>	<b>\$ 18,960</b>	<b>\$ 1,522,960</b>	<b>\$ 1,320,911</b>		<b>\$</b>
<b>LIABILITIES AND EQUITY</b>							
Current Liabilities:							
Current portion of long-term debt	\$ 70,235	\$ 21,800		\$ 21,800			\$ 7(j) \$
Accounts payable	162,238	135,730		135,730	(1,497)	7(f)	
Accrued expenses	333,811	39,700	(19,552)	20,148	21	7(h)	7(j)
Deferred revenue	185,851	29,970		29,970			
<b>Total Current Liabilities</b>	<b>752,135</b>	<b>227,200</b>	<b>(19,552)</b>	<b>207,648</b>	<b>(1,476)</b>		
Long-term Debt, net of current portion							
Other Long-Term Liabilities	4,718,915	626,700	6,091	632,791			7(j)
Deferred Rent	79,124	20,881	8,234	29,115	13,890	7(g)	
Deferred Income Taxes	100,336	11,351		11,351	(11,351)	7(f)	
	49,842	68,668	11,531	80,199	373,914	7(h)	
<b>Equity:</b>							
Iron Mountain Incorporated Stockholders' Equity:							
Common stock	2,108				507	7(i)	
Additional paid-in capital (Distributions in excess of earnings)	1,603,278	380,600		380,600	1,126,683	7(i)	
Earnings in excess of distributions	(766,849)	246,100	12,656	258,756	(258,756)	7(i)	
Accumulated other comprehensive items, net	(129,750)	(77,500)		(77,500)	77,500	7(i)	
	708,787	549,200	12,656	561,856	945,934		

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Total Iron Mountain Incorporated

Stockholders' Equity

Noncontrolling Interests 13,438

Total Equity 722,225 549,200 12,656 561,856 945,934

Total Liabilities and Equity \$ 6,422,577 \$ 1,504,000 \$ 18,960 \$ 1,522,960 \$ 1,320,911 \$ \$

See accompanying notes to unaudited pro forma consolidated financial information.

Table of Contents

**IRON MOUNTAIN INCORPORATED**  
**UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2014**  
(In thousands, except per share data)

	Iron Mountain	Historical Recall (IFRS) (Note 3)	U.S. GAAP Adjustments (Note)	Recall (U.S. GAAP) Adjustments (Note)	Purchase Accounting Adjustments (Note)	Financing Adjustments (Note)	Pro Forma
<b>Revenues:</b>							
Storage rental	\$ 1,860,243	\$ 457,900	\$	\$ 457,900	\$	\$	\$
Service	1,257,450	398,900		398,900			
<b>Total Revenues</b>	<b>3,117,693</b>	<b>856,800</b>		<b>856,800</b>			
<b>Operating Expenses:</b>							
Cost of sales (excluding depreciation and amortization)	1,344,636	454,200	(8,700)	5(b) 445,500	(655)	8(a)	
Selling, general and administrative	869,572	228,200		228,200	(7,100)	8(b)	
Depreciation and amortization	353,143	70,800		70,800	81,574	8(c)(d)	
Loss (gain) on disposal/write-down of property, plant and equipment (excluding real estate), net	1,065	5,800		5,800			
<b>Total Operating Expenses</b>	<b>2,568,416</b>	<b>759,000</b>	<b>(8,700)</b>	<b>750,300</b>	<b>73,819</b>		
<b>Operating Income (Loss)</b>	<b>549,277</b>	<b>97,800</b>	<b>8,700</b>	<b>106,500</b>	<b>(73,819)</b>		
Interest Expense, Net	260,717	20,100		20,100			8(g)
Other Expense (Income), Net	65,187	(1,600)		(1,600)			
<b>Income (Loss) from Continuing Operations Before Provision (Benefit) for Income Taxes and (Gain) Loss on Sale of Real Estate</b>							
(Benefit) Provision for Income Taxes	(97,275)	26,300	2,436	5(b) 28,736	(20,669)	8(e)	
(Gain) Loss on Sale of Real Estate, Net of Tax	(8,307)						
<b>Income (Loss) from Continuing Operations</b>	<b>328,955</b>	<b>53,000</b>	<b>6,264</b>	<b>59,264</b>	<b>(53,150)</b>		
(Loss) Income from Discontinued Operations, Net of Tax	(209)						
<b>Net Income (Loss)</b>	<b>328,746</b>	<b>53,000</b>	<b>6,264</b>	<b>59,264</b>	<b>(53,150)</b>		
Less: Net Income (Loss) Attributable to Noncontrolling Interests	2,627						
<b>Net Income (Loss) Attributable to Iron Mountain Incorporated</b>	<b>\$ 326,119</b>	<b>\$ 53,000</b>	<b>\$ 6,264</b>	<b>\$ 59,264</b>	<b>\$ (53,150)</b>	<b>\$</b>	<b>\$</b>
<b>Earnings per Share</b>							
Basic	\$ 1.67						\$
Diluted	\$ 1.66						\$
<b>Weighted Average Common Shares Outstanding</b>							
Basic	195,278				50,682	8(f)	
Diluted	196,749				50,682	8(f)	

See accompanying notes to unaudited pro forma consolidated financial information.



Table of Contents

**IRON MOUNTAIN INCORPORATED**  
**UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS**  
**FOR THE SIX MONTHS ENDED JUNE 30, 2015**  
(In thousands, except per share data)

	Iron Mountain	Historical Recall (IFRS) (Note 3)	U.S. GAAP Adjustments (Note)	Recall (U.S. GAAP)	Purchase Accounting Adjustments (Note)	Financing Adjustment (Note)	Pro Forma
<b>Revenues:</b>							
Storage rental	\$ 920,081	\$ 217,200		\$ 217,200			\$
Service	588,939	183,600		183,600			
<b>Total Revenues</b>	<b>1,509,020</b>	<b>400,800</b>		<b>400,800</b>			
<b>Operating Expenses:</b>							
Cost of sales (excluding depreciation and amortization)	647,937	207,800	(11,083)	5(b) 196,717	(328)	8(a)	
Selling, general and administrative	412,299	113,600		113,600	(16,051)	8(b)	
Depreciation and amortization	173,500	33,700		33,700	42,487	8(c)(d)	
Loss (gain) on disposal/write-down of property, plant and equipment (excluding real estate), net	848	(1,500)		(1,500)			
<b>Total Operating Expenses</b>	<b>1,234,584</b>	<b>353,600</b>	<b>(11,083)</b>	<b>342,517</b>	<b>26,108</b>		
<b>Operating Income (Loss)</b>	<b>274,436</b>	<b>47,200</b>	<b>11,083</b>	<b>58,283</b>	<b>(26,108)</b>		
Interest Expense, Net	130,985	11,800		11,800			8(g)
Other Expense (Income), Net	24,353	1,700		1,700			
<b>Income (Loss) from Continuing Operations Before Provision (Benefit) for Income Taxes and (Gain) Loss on Sale of Real Estate</b>							
Provision (Benefit) for Income Taxes	23,352	1,200	3,103	5(b) 4,303	(7,310)	8(c)	
(Gain) Loss on Sale of Real Estate, Net of Tax							
<b>Income (Loss) from Continuing Operations</b>	<b>95,746</b>	<b>32,500</b>	<b>7,980</b>	<b>40,480</b>	<b>(18,798)</b>		
(Loss) Income from Discontinued Operations, Net of Tax							
<b>Net Income (Loss)</b>	<b>95,746</b>	<b>32,500</b>	<b>7,980</b>	<b>40,480</b>	<b>(18,798)</b>		
Less: Net Income (Loss) Attributable to Noncontrolling Interests	1,320						
<b>Net Income (Loss) Attributable to Iron Mountain Incorporated</b>	<b>\$ 94,426</b>	<b>\$ 32,500</b>	<b>\$ 7,980</b>	<b>\$ 40,480</b>	<b>\$ (18,798)</b>		<b>\$</b>
<b>Earnings per Share</b>							
Basic	\$ 0.45						\$
Diluted	\$ 0.45						\$
<b>Weighted Average Common Shares Outstanding</b>							
Basic	210,468				50,682	8(f)	
Diluted	212,163				50,682	8(f)	

See accompanying notes to unaudited pro forma consolidated financial information.

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION**

**(In thousands, except share and per share amounts)**

**NOTE 1 DESCRIPTION OF THE TRANSACTION**

On June 8, 2015, Iron Mountain and Recall entered into the Transaction Agreement, pursuant to which Recall will propose a scheme of arrangement under Australian corporate law between it and its shareholders that, if approved by Recall shareholders and the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) and implemented, will have the effect that Iron Mountain Sub will acquire all of the outstanding shares of Recall. The Iron Mountain stockholders have to approve the Transaction Proposal. As a result of the Transaction, Recall will become a wholly-owned subsidiary of Iron Mountain.

Subject to the terms and conditions of the Transaction Agreement, upon the completion of the Transaction, Recall shareholders shall be entitled to receive for each outstanding share of Recall common stock the Australian dollar equivalent of US\$0.50 in cash (the "Cash Supplement") as well as either (1) 0.1722 of a newly issued share of Iron Mountain common stock (the "Equity Election") or (2) A\$8.50 less the Australian dollar equivalent of US\$0.50 in cash (the "Cash Election"). The Cash Election is subject to a proration mechanism that will cap the total amount of cash paid to Recall shareholders opting for the Cash Election at A\$225,000 (the "Cash Election Cap") with the remainder to be received as newly issued Iron Mountain common stock. Amounts paid to Recall shareholders that represent the Cash Supplement are excluded from the calculation of the Cash Election Cap.

**NOTE 2 BASIS OF PRESENTATION**

The accompanying unaudited pro forma consolidated financial statements were prepared in accordance with Article 11 of SEC Regulation S-X. The unaudited pro forma consolidated balance sheet was prepared using the historical balance sheets of Iron Mountain and Recall as of June 30, 2015. Recall's fiscal year ends on June 30 and Iron Mountain's fiscal year ends on December 31. As the fiscal years differ by more than 93 days, financial information for Recall for the year ended December 31, 2014 and the six months ended June 30, 2015 has been derived for purposes of the preparation of the unaudited pro forma consolidated financial statements. The unaudited pro forma consolidated statements of operations were prepared using:

the historical unaudited statement of operations of Iron Mountain for the six months ended June 30, 2015;

the historical audited statement of operations of Iron Mountain for the year ended December 31, 2014;

the historical unaudited consolidated income statement of Recall for the twelve months ended December 31, 2014, which has been derived by adding the financial data from the historical unaudited consolidated income statement for the six months ended December 31, 2014, to the financial data from the historical unaudited consolidated income statement for the fiscal year ended June 30, 2014, and subtracting the financial data from the historical unaudited consolidated income statement for the six months ended December 31, 2013; and

the historical unaudited consolidated income statement of Recall for the six months ended June 30, 2015, which has been derived by subtracting the financial data from the historical unaudited consolidated income statement for the six months ended December 31, 2014 from the historical unaudited consolidated income statement for the fiscal year ended June 30, 2015.

The unaudited pro forma consolidated financial information was prepared using the acquisition method of accounting with Iron Mountain treated as the acquiring entity. Accordingly, the historical consolidated financial information has been adjusted to give effect to the impact of the consideration

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

**(In thousands, except share and per share amounts)**

**NOTE 2 BASIS OF PRESENTATION (Continued)**

issued in connection with the Transaction. In the unaudited pro forma consolidated balance sheet, Iron Mountain's purchase price has been allocated to the assets acquired and liabilities assumed based upon management's preliminary estimate of their respective fair values as of the date of the Transaction. Any differences between the fair value of the consideration issued and the fair value of the assets acquired and liabilities assumed will be recorded as goodwill. The amounts allocated to the assets acquired and liabilities assumed in the unaudited pro forma consolidated financial statements are based on management's preliminary valuation estimates. Definitive allocations will be performed and finalized based on certain valuations and other studies that will be performed by Iron Mountain with the services of outside valuation specialists after the closing of the Transaction. Accordingly, the purchase price allocation adjustments and related depreciation and amortization reflected in the unaudited pro forma consolidated financial statements are preliminary, have been made solely for the purpose of preparing these statements and are subject to revision based on a final determination of fair value upon the closing of the Transaction.

The unaudited pro forma consolidated statements of operations also include certain purchase accounting adjustments, including items expected to have a continuing impact on the combined results, such as increased amortization expense on acquired intangible assets. The unaudited pro forma consolidated statements of operations do not include the impacts of any revenue, cost or other operating synergies that may result from the Transaction or any related restructuring costs. Iron Mountain and Recall have just recently begun collecting information in order to formulate detailed integration plans to deliver planned synergies. However, at this time, the integration plans are in their preliminary stages and the related acquisition related costs are not yet estimable and, therefore, are not factually supportable for purposes of inclusion in the unaudited pro forma consolidated financial information.

*Financing Arrangement*

Prior to, and conditioned upon the closing of the Transaction, Iron Mountain intends to enter into a financing arrangement (the "Recall Financing"), the proceeds of which will be used to finance a portion of the cash consideration of the purchase price to be paid in exchange for Recall common stock pursuant to the Transaction Agreement, and to repay Recall's outstanding indebtedness at the time of closing. These unaudited pro forma consolidated financial statements do not yet reflect the entry into and consummation of the Recall Financing or the use of proceeds therefrom to repay Recall's outstanding indebtedness as, at the time of filing of this proxy statement, the form and amount of indebtedness to be outstanding under the Recall Financing is not factually supportable. The Recall financing may not be available on favorable terms, if at all. If Iron Mountain is unable to obtain sufficient financing and consummate the Transaction, Iron Mountain may be subject to significant monetary or other damages under the Transaction Agreement. Iron Mountain intends to give effect to the Recall Financing in an amendment to this proxy statement once the amount and terms of the Recall Financing are factually supportable.

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 3 RECLASSIFICATIONS**

Certain balances presented in the historical Recall financial statements included within these unaudited pro forma consolidated financial statements were reclassified to conform their presentation to that of Iron Mountain as indicated in the tables below:

*Balance Sheet as of June 30, 2015*

Item	Amount	Presentation in Recall's IFRS Statutory Financial Statements	Presentation in Unaudited Pro Forma Consolidated Financial Statements
Inventories	\$ 2,100	Inventories	Prepaid expenses and other
Other assets	16,500	Other assets	Prepaid expenses and other
Customer relationships	78,900	Intangible assets	Customer relationships and acquisition costs
Customer acquisition costs	30,600	Intangible assets	Customer relationships and acquisition costs
Other intangible assets	2,000	Intangible assets	Other
Computer software	23,300	Intangible assets	Property, plant and equipment, net
Deferred revenue	29,970	Trade and other payables	Deferred revenue
Deferred rent	11,351	Other liabilities	Deferred rent

The following balances have been included in other assets, accrued expenses and other long-term liabilities as follows:

Item	Amount	Presentation in Unaudited Pro Forma Consolidated Financial Statements
Other receivables	\$ 6,700	Other
Deferred tax assets	4,804	Other
Derivative financial instruments	100	Other
Other assets	296	Other
Taxes payable	7,500	Accrued expenses
Provisions	32,200	Accrued expenses
Derivative financial instruments	800	Other long-term liabilities
Provisions	12,000	Other long-term liabilities
Other liabilities	8,081	Other long-term liabilities

*Unaudited Pro Forma Consolidated Statements of Operations Adjustments:*

Certain line items in Recall's consolidated income statements have been reclassified to conform to Iron Mountain's presentation in the unaudited pro forma consolidated statements of operations as follows:

Operating expenses have been reclassified to selling, general and administrative, cost of sales and depreciation and amortization;

Gain on sale of business has been reclassified to (loss) gain on disposal/write-down of property, plant and equipment (excluding real estate), net;

Share of results of joint venture have been reclassified to selling, general and administrative;



Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 3 RECLASSIFICATIONS (Continued)**

Finance revenue has been reclassified to interest expense, net; and

Finance costs have been reclassified to interest expense, net and other expense (income), net.

**NOTE 4 PURCHASE PRICE**

For the purpose of preparing the accompanying unaudited pro forma consolidated balance sheet as of June 30, 2015, the preliminary estimate of the purchase price was calculated as follows:

Recall shares issued and outstanding prior to closing of the Transaction(1)		323,100,000
Closing price per share of Iron Mountain common stock on August 12, 2015	\$	29.75
Exchange ratio		0.1722
Consideration per share for Equity Election (rounded)	\$	5.12295
Cash price per share in Australian dollars	A\$	8.50
Australian dollar to U.S. dollar exchange rate as of August 12, 2015		0.73327
Cash price per share in U.S. dollars	\$	6.23280
Less: Cash Supplement per share		(0.50)
Consideration per share for Cash Election (rounded)	\$	5.73280
Fair value of Cash Supplement in U.S. dollars(2)	\$	161,550
Fair value of consideration for Cash Election in U.S. dollars(3)		164,986
Fair value of consideration for Equity Election in U.S. dollars(4)		1,507,790
Total estimated purchase price in U.S. dollars	\$	1,834,326

The estimated purchase price reflected in these unaudited pro forma consolidated financial statements does not purport to represent what the actual purchase price will be when the Transaction is consummated. In accordance with ASC 805, the fair value of equity securities issued as part of the consideration transferred will be measured on the closing date of the Transaction at the then-current market price. This requirement will likely result in a per-share equity component different from the \$29.75 assumed in these unaudited pro forma consolidated financial statements and that difference may be material. Iron Mountain believes that an increase or decrease of 24% in the market price of Iron Mountain's common stock on the closing date of the Transaction as compared to the market price of Iron Mountain's common stock assumed for purposes of these unaudited pro forma consolidated financial statements is possible based upon the recent history of the market price of Iron Mountain's common stock. This amount was derived based on historical volatility of Iron Mountain's common stock and is not indicative of Iron Mountain's future stock performance. Assuming that Recall shareholders elect the Cash Election up to the Cash Election Cap, a change of this

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

magnitude would increase or decrease the purchase price by approximately \$360,000, which would result in a corresponding increase or decrease to goodwill in these unaudited pro forma consolidated financial statements.

---

(1)

In accordance with the Transaction Agreement, prior to the completion of the Transaction, all outstanding rights to acquire any ordinary shares of Recall under Recall's equity incentive arrangements, including all unvested performance rights and retention rights (the "Recall Equity Awards") will vest and Recall will issue the number of Recall shares required by the Recall Equity

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 4 PURCHASE PRICE (Continued)**

Awards so that the relevant former holders of the Recall Equity Awards can participate in the Transaction. The number of Recall shares included in the table above represents the number of Recall shares outstanding as if the Transaction was completed as of June 30, 2015, including approximately 313,675,000 Recall shares outstanding as of June 30, 2015, as well as 9,425,000 Recall shares to be issued in connection with the Recall Equity Awards (inclusive of approximately 2,330,000 Recall shares related to Recall Equity Awards expected to be granted between June 30, 2015 and the close of the Transaction, as mutually agreed to by Recall and Iron Mountain).

- (2) The aggregate amount of the Cash Supplement upon the closing of the Transaction has been calculated as follows:

Cash Supplement per share of Recall common stock	\$	0.50
Recall shares issued and outstanding prior to closing of the Transaction		323,100,000
<b>Total Cash Supplement</b>	<b>\$</b>	<b>161,550</b>

- (3) As noted in the table above, the estimated per-share consideration for the Equity Election based on the closing market price of Iron Mountain common stock as of August 12, 2015 is less than the estimated Cash Election per share based on the closing market price of Iron Mountain's common stock and the Australian dollar to U.S. dollar exchange rate of A\$0.73327 to \$1.00 in effect as of August 12, 2015. As a result, for the purpose of preparing these unaudited pro forma consolidated financial statements, Iron Mountain has assumed that Recall shareholders would elect the Cash Election up to the Cash Election Cap of \$164,986 (A\$225,000 translated at the exchange rate of A\$0.73327 to \$1.00 as of August 12, 2015).

Aggregate Cash Election amount	\$	164,986
Cash Election consideration per share of Recall common stock (rounded)		5.73280
<b>Shares of Recall common stock allocated to Cash Election</b>		<b>28,779,330</b>

- (4) Represents the portion of consideration to be paid assuming a closing price of Iron Mountain common stock on August 12, 2015 of \$29.75 per share as follows:

Recall shares issued and outstanding prior to closing of the Transaction	323,100,000
Shares of Recall common stock allocated to the Cash Election	(28,779,330)
<b>Remaining Recall shares allocated to the Equity Election</b>	<b>294,320,670</b>
Fair value of total consideration per Recall share for Equity Election (rounded)	5.12295
<b>Fair value of consideration for Equity Election</b>	<b>\$ 1,507,790</b>



Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Fair value of consideration for Equity Election	\$	1,507,790
Divided by Closing price per share of Iron Mountain common stock on August 12, 2015		29.75
Total Iron Mountain shares issued to satisfy Equity Election		50,682,017

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 4 PURCHASE PRICE (Continued)**

The following is a summary of the preliminary allocation of the above purchase price as reflected in the unaudited pro forma consolidated balance sheet as of June 30, 2015:

Cash and cash equivalents	\$ 88,500
Accounts receivable, net	183,200
Prepaid expenses and other	18,600
Property, plant and equipment	606,533
Customer relationship intangible asset	1,209,000
Other intangible assets	48,940
Deferred income tax assets, including current portion	21,538
Other assets long term	7,096
Accounts payable	(134,233)
Accrued expenses	(19,917)
Deferred revenue	(29,970)
Long-term debt, including current portion	(654,591)
Unfavorable lease liabilities	(13,890)
Other long-term liabilities	(29,115)
Deferred income tax liabilities, including current portion	(454,365)
Estimated fair value of net assets acquired	847,326
Preliminary allocation to goodwill	987,000
Estimated purchase price	\$ 1,834,326

The goodwill balance is primarily attributed to the assembled workforce, expanded market opportunities and cost and other operating synergies anticipated upon the integration of the operations of Iron Mountain and Recall. See Note 7 for a discussion of the methods used to determine the fair value of Recall's identifiable assets.

**NOTE 5 IFRS TO U.S. GAAP ADJUSTMENTS**

- (a) Reflects adjustments to the presentation of deferred income taxes as a result of the application of U.S. GAAP. In accordance with IFRS, on a jurisdictional basis all deferred tax assets ("DTAs") and deferred tax liabilities ("DTLs") are netted together, and the net DTA or DTL is recorded on the balance sheet as a noncurrent DTA or DTL, respectively. Under U.S. GAAP, jurisdictional netting of DTAs and DTLs are performed on a current vs. noncurrent basis. The following table reflects the adjustments to current and noncurrent DTAs and DTLs as a result of the application of U.S. GAAP.

	Amount	Balance Sheet Classification
Current deferred tax assets	\$ 19,370	Deferred income taxes
Long-term deferred tax assets	423	Other
Current deferred tax liabilities	231	Accrued expenses
Uncertain tax position liability	8,234	Other long-term liabilities
Long-term deferred tax liabilities	11,328	Deferred income taxes

- (b)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Reflects adjustments to reverse accrued expenses and related tax effects for restructuring actions taken by Recall during the year ended December 31, 2014 and the six months ended June 30, 2015 due to differences in the timing of recognition of such liabilities permitted under IFRS and U.S. GAAP. Under IFRS, liabilities for plant closures, lease terminations and other exit costs may

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 5 IFRS TO U.S. GAAP ADJUSTMENTS (Continued)**

generally be recognized when an entity has formally committed to a plan. U.S. GAAP prohibits the recognition of a liability based solely on an entity's commitment to a plan, and recognition of a provision for lease termination usually is upon the date the property is no longer used and most categories of exit costs are recognized as incurred.

*Unaudited Pro Forma Balance Sheet Adjustments*

	Adjustment	Balance Sheet Classification
Current deferred tax assets	\$ (1,981)	Deferred income taxes
Long-term deferred tax assets	(4,943)	Other
Accrued expenses	(19,783)	Accrued expenses
Long-term deferred tax liabilities	203	Deferred income taxes
Earnings in excess of distributions	12,656	Earnings in excess of distributions

*Unaudited Pro Forma Statement of Operations Adjustments Year Ended December 31, 2014*

	Adjustment
Cost of sales	\$ (8,700)
Provision for income taxes	2,436

*Unaudited Pro Forma Statement of Operations Adjustments Six Months Ended June 30, 2015*

	Adjustment
Cost of sales	\$ (11,083)
Provision for income taxes	3,103

(c)

Reflects an adjustment to reclassify \$6,091 of unamortized debt issuance costs associated with Recall's outstanding indebtedness that were presented as a reduction of the debt liability. Under IFRS, when a financial liability is not carried at fair value, transaction costs including third party costs and creditor fees are deducted from the carrying value of the financial liability and are not recorded as separate assets. Under U.S. GAAP, third party fees related to debt issuance are classified as assets.

**NOTE 6 CONFORMING ACCOUNTING POLICIES**

At this time, except for the adjustments noted in (i) Note 5 to restate the consolidated financial statements of Recall previously issued under IFRS to be consistent with U.S. GAAP and (ii) Note 3 to reclassify certain balances presented in the historical financial statements of Recall to conform their presentation to that of Iron Mountain, Iron Mountain is not aware of any material differences between the accounting policies of the two companies that would continue to exist subsequent to the application of purchase accounting. Following the Transaction, Iron Mountain will conduct a more detailed review of Recall's accounting policies in an effort to determine if differences in accounting policies require further reclassification of Recall's results of operations or reclassification of assets or liabilities to conform to Iron Mountain's accounting policies and classifications. As a result, Iron Mountain may identify additional differences between the accounting policies of the two companies that, when conformed, could have a material impact on these unaudited pro forma consolidated financial statements.

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 7 UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET ADJUSTMENTS***Purchase Accounting Adjustments:*

- (a) Reflects the cash portion of the purchase price paid to Recall common shareholders, calculated as follows:

Cash paid to Recall common shareholders pursuant to Cash Supplement	\$ 161,550
Cash paid to Recall common shareholders pursuant to Cash Election	164,986
<b>Total cash consideration</b>	<b>\$ 326,536</b>

- (b) Reflects an increase in book value for Recall's property, plant and equipment balance to reflect their acquisition-date fair values of \$193,433 (consisting primarily of an increase in the value of racking structures of \$171,006), resulting in a total fair value of acquired property, plant and equipment of \$606,533. The fair value estimate for property, plant and equipment is preliminary and has been determined based on the assumptions that management believes market participants would use in pricing an asset, based on the most advantageous market for the asset (i.e., its highest and best use). This preliminary fair value estimate could include assets that are not intended to be used, may be sold or are intended to be used in a manner other than their highest and best use. For purposes of the accompanying unaudited pro forma consolidated financial statements, it is assumed that all assets will be used in a manner that represents their highest and best use. The final fair value determination for property, plant and equipment may differ materially from this preliminary determination.
- (c) Goodwill is calculated as the difference between the fair value of the purchase price and the values assigned to the identifiable tangible and intangible assets acquired and liabilities assumed. See Note 4 for the calculation of the amount of goodwill recognized in connection with the Transaction.
- (d) Reflects identifiable intangible assets expected to be recognized in connection with the Transaction, consisting of the following:

Description	Estimated Fair Value	Balance Sheet Classification
Customer relationships	\$ 1,209,000	Customer relationships and acquisition costs
Recall trade name	34,000	Other
Favorable leases	14,940	Other
<b>Total identifiable intangible assets</b>	<b>\$ 1,257,940</b>	

The fair value of the customer relationships intangible asset was valued using a multi-period excess earnings method, a form of the income approach, which incorporates the estimated future cash flows to be generated from Recall's existing customer base. Excess earnings are the earnings remaining after deducting the market rates of return on the estimated values of contributory assets, including debt-free net working capital, tangible assets, and other identifiable intangible assets. The excess earnings are thereby calculated for each year of a multi-year projection period and discounted to present value. Accordingly, the primary components of this method

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

consist of the determination of excess earnings and an appropriate rate of return.

The Recall trade name was valued using the relief from royalty method under the income approach, which estimates the cost savings generated by a company related to the ownership of an

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 7 UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET ADJUSTMENTS (Continued)**

asset for which it would otherwise have had to pay royalties or license fees on revenues earned through the use of the asset. The discount rate used is determined at the time of measurement based on an analysis of the implied internal rate of return of the transaction, weighted average cost of capital and weighted average return on assets.

The estimated value of favorable lease assets is \$14,940 and reflects leases with contractual rents that are less than current market rents.

The fair value estimate for all identifiable intangible assets is preliminary and is based on assumptions that management believes market participants would use in pricing an asset, based on the most advantageous market for the asset (i.e., its highest and best use). This preliminary fair value estimate could include assets that are not intended to be used, may be sold or are intended to be used in a manner other than their highest and best use. For purposes of the accompanying unaudited pro forma consolidated financial statements, it is assumed that all assets will be used in a manner that represents their highest and best use. The final fair value determinations for identifiable intangible assets may differ from this preliminary determination and those differences may be material.

- (e) Reflects the removal of capitalized borrowing costs of \$6,091 associated with Recall's outstanding indebtedness as a result of the application of purchase accounting.
- (f) Reflects an adjustment to eliminate the previously existing current and long-term deferred rent liabilities of Recall of \$1,497 and \$11,351 as a result of the application of purchase accounting.
- (g) Reflects an adjustment to record the fair value of unfavorable lease obligations of \$13,890 for leases with contractual rents that are greater than current market rents. The final fair value determination for unfavorable lease obligations may differ from this preliminary determination and those differences may be material.
- (h) Reflects the adjustments to record the step up of deferred income tax assets and liabilities resulting from pro forma fair value adjustments for the assets acquired and liabilities assumed as follows:

	Amount	Balance Sheet Classification
Current deferred tax assets	\$ (471)	Deferred income taxes
Long-term deferred tax assets	4,336	Other
Current deferred tax liabilities	21	Accrued expenses
Long-term deferred tax liabilities	373,914	Deferred income taxes

This estimate of deferred taxes was determined based on the changes in the book basis of the net assets to be acquired compared to the historical basis reflected in Recall's financial statements using a blended statutory tax rate of 28%. This statutory tax rate does not assume that the U.S. subsidiary of Recall will qualify as a REIT for U.S. income tax reporting purposes, as it is not factually supportable at this time. If the U.S. subsidiary of Recall were to qualify as a REIT, the estimated net deferred tax liability recorded at acquisition would be reduced by approximately \$228,000. Adjustments to established deferred tax assets and liabilities due to refined determination of statutory rates as well as the recognition of additional deferred tax assets and liabilities upon detailed analysis of the acquired assets and assumed liabilities may occur in conjunction with the finalization of the purchase accounting and these items could be material.

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

**(In thousands, except share and per share amounts)**

**NOTE 7 UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET ADJUSTMENTS (Continued)**

- (i) Reflects an adjustment of \$561,856 to eliminate Recall's historical stockholders' equity, which represents the historical book value of Recall's net assets, as a result of the application of purchase accounting.

Reflects adjustments of \$507 and \$1,507,283 to common stock and additional paid-in capital, respectively, to reflect the issuance of 50,682,017 shares of Iron Mountain common stock with a par value of \$0.01 per share to satisfy the Equity Election pursuant to the Transaction Agreement, assuming a closing price of Iron Mountain common stock on August 12, 2015 of \$29.75 per share (see Note 4).

*Financing Adjustments*

- (j) Prior to, and conditioned upon, the closing of the Transaction, Iron Mountain intends to enter into the Recall Financing, the proceeds of which will be used to finance a portion of the cash consideration of the purchase price to be paid in exchange for Recall common stock pursuant to the Transaction Agreement and to repay Recall's outstanding indebtedness at the time of closing. Iron Mountain expects that the loans under the Recall Financing will bear interest at LIBOR plus a margin ranging from [ • ] to [ • ]. Upon consummation of the Transaction, Iron Mountain expects outstanding borrowings under the Recall Financing to be approximately [ \$ • ], and that the cash proceeds to Iron Mountain will be approximately [ \$ • ] (net of an estimated [ \$ • ] of financing costs that are expected to be deferred and amortized over the term of the Recall Financing to interest expense).

The pro forma adjustment reflects the entry into and receipt of net proceeds from the Recall Financing as well as the repayment of [ \$ • ] of Recall's outstanding indebtedness as of June 30, 2015.

**NOTE 8 UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS ADJUSTMENTS**

- (a) Reflects adjustments to cost of sales of \$655 and \$328 for the year ended December 31, 2014 and the six months ended June 30, 2015, respectively, representing a net decrease in rent expense related to the amortization of favorable and unfavorable lease assets and liabilities recognized as part of purchase accounting related to above- or below-market leases.

- (b) Reflects an adjustment to selling, general and administrative expense of \$11,451 for the six months ended June 30, 2015 representing the elimination of the advisory, legal and accounting expenses incurred by both Iron Mountain and Recall in connection with the Transaction, which are not expected to have a continuing impact on results of operations.

Reflects adjustments to selling, general and administrative expense of \$7,100 and \$4,600 related to 7,107,730 and 7,071,410 performance and retention rights outstanding during the year ended December 31, 2014 and the six months ended June 30, 2015, respectively, representing the elimination of the Recall share-based compensation expense for each respective period as, in accordance with the Transaction Agreement, prior to the completion of the Transaction, all Recall Equity Awards will vest and Recall will issue the number of Recall shares required by the Recall Equity Awards so that the relevant former holders of the Recall Equity Awards can participate in



Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 8 UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS ADJUSTMENTS (Continued)**

the Transaction. The unaudited pro forma consolidated statements of operations assume that the vesting and settlement of these awards occurred prior to January 1, 2014.

(c)

Reflects adjustments to depreciation and amortization expense of \$70,750 and \$34,025 for the year ended December 31, 2014 and the six months ended June 30, 2015, respectively, representing an increase in amortization expense related to the fair value of identified intangible assets with definite lives. The following table shows the pre-tax impact on amortization expense:

Description	Estimated Useful Life	Estimated Fair Value	Amortization Expense	
			Year Ended December 31, 2014	Six Months Ended June 30, 2015
Customer relationships	15	\$ 1,209,000	\$ 80,600	\$ 40,300
Recall trade name	8	34,000	4,250	2,125
Amortization expense			84,850	42,425
Less: Recall historical amortization			(14,100)	(8,400)
Additional amortization expense			\$ 70,750	\$ 34,025

Preliminary estimated future amortization expense, based upon Iron Mountain's newly acquired intangible assets at June 30, 2015, is as follows:

Year ending December 31,	Amount
Remaining 2015	\$ 42,425
2016	84,850
2017	84,850
2018	84,850
2019	84,850
Thereafter	861,175
Total	\$ 1,243,000

(d)

Reflects adjustments to depreciation and amortization of \$10,824 and \$8,462 for the year ended December 31, 2014 and the six months ended June 30, 2015, respectively, representing increased

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 8 UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS ADJUSTMENTS (Continued)**

depreciation expense related to the fair value step-up of property, plant and equipment, with estimated lives ranging from 3 to 35 years, as follows:

Description	Estimated Useful Life	Estimated Fair Value	Depreciation Expense	
			Year Ended December 31, 2014	Six Months Ended June 30, 2015
Racking	12	\$ 373,406	\$ 31,117	\$ 15,559
Land	N/A	22,251	N/A	N/A
Warehouse equipment and vehicles	4	42,700	10,675	5,338
Computer hardware and software	3	31,600	10,533	5,267
Buildings	35	73,576	2,102	1,051
Other property, plant and equipment	5	63,000	13,097	6,547
Depreciation expense			67,524	33,762
Less: Recall historical depreciation			(56,700)	(25,300)
Additional depreciation expense			\$ 10,824	\$ 8,462

- (e) Reflects adjustments to provision for income taxes of \$20,669 and \$7,310 for the year ended December 31, 2014 and six months ended June 30, 2015, respectively, to reflect the tax effect of the pro forma adjustments based on an estimated blended statutory tax rate of 28%. This statutory tax rate does not assume that the U.S. subsidiary of Recall will qualify as a REIT for U.S. income tax reporting purposes, as it is not factually supportable at this time. Because the tax rate used for these unaudited pro forma consolidated financial statements is an estimate, it will likely vary from the effective rate in periods subsequent to the completion of the Transaction and those differences may be material.
- (f) The weighted average shares outstanding used to compute basic and diluted net loss per share for the year ended December 31, 2014 and the six months ended June 30, 2015 have been adjusted to give effect to the issuance of 50,682,017 shares of Iron Mountain common stock to satisfy the Equity Election (assuming a closing price of Iron Mountain common stock on August 12, 2015 of \$29.75 per share) as if such issuances had occurred on January 1, 2014.

*Financing Adjustments*

- (g) Reflects the following adjustments to interest expense resulting from the anticipated Recall Financing entered into by Iron Mountain upon the closing of the Transaction as well as the repayment in full of Recall's outstanding indebtedness:
- (i) increase to interest expense of [\$ • ] and [\$ • ] for the year ended December 31, 2014 and six months ended June 30, 2015, respectively, reflecting estimated interest expense associated with the Recall Financing using a weighted average interest rate of [ • %] per year;
- (ii)

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

increase to interest expense reflecting amortization of estimated deferred financing costs of [\$ • ] and [\$ • ] for the year ended December 31, 2014 and the six months ended June 30, 2015, respectively, associated with the establishment of the Recall Financing; and

(iii)

the elimination of interest expense of [\$ • ] and [\$ • ] for the year ended December 31, 2014 and the six months ended June 30, 2015, respectively, related to Recall's outstanding indebtedness that will be repaid in full upon the closing of the Transaction, which is assumed,

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 8 UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS ADJUSTMENTS (Continued)**

for the purposes of the unaudited pro forma consolidated statements of operations, to have occurred on January 1, 2014.

A 1/8th percent increase in the assumed rates would result in an aggregate increase to the above noted interest expense of [\$ • ].

The unaudited pro forma consolidated statement of operations adjustments for the year ended December 31, 2014 have not been adjusted to remove the one-time net tax benefit recorded by Iron Mountain during the year ended December 31, 2014 as discussed in Note 7 to the consolidated financial statements included within the Iron Mountain May 7th Current Report, which has been incorporated by reference into this proxy statement, as this adjustment is not directly attributable to the Transaction.

**NOTE 9 SUPPLEMENTARY UNAUDITED PRO FORMA CONSOLIDATED REVENUE INFORMATION**

The following tables provide certain unaudited supplementary data for Iron Mountain, Recall and the combined company on a pro forma basis. See Note 2 within the notes to the unaudited pro forma consolidated financial information beginning on page 22 for information concerning how the historical consolidated statement of operations information of Iron Mountain and Recall for the twelve months ended December 31, 2014 and the six months ended June 30, 2015 were derived.

**Revenues by Geography**

	Iron Mountain (as reported for the six months ended June 30, 2015)		Recall (for the six months ended June 30, 2015)		Pro Forma (for the six months ended June 30, 2015)
North America(1)	\$ 1,097,635	\$	161,700	\$	1,259,335
Latin America(2)	116,569		30,500		147,069
Europe(3)	250,208		88,800		339,008
Asia Pacific(4)	44,608		119,800		164,408
	<b>\$ 1,509,020</b>	<b>\$</b>	<b>400,800</b>	<b>\$</b>	<b>1,909,820</b>

	Iron Mountain (as reported for the year ended December 31, 2014)		Recall (for the twelve months ended December 31, 2014)		Pro Forma (for the year ended December 31, 2014)
North America(1)	\$ 2,199,148	\$	306,900	\$	2,506,048
Latin America(2)	247,318		69,700		317,018
Europe(3)	569,018		214,700		783,718
Asia Pacific(4)	102,209		265,500		367,709
	<b>\$ 3,117,693</b>	<b>\$</b>	<b>856,800</b>	<b>\$</b>	<b>3,974,493</b>

- (1) Includes the United States and Canada.
- (2) Includes Argentina, Brazil, Chile, Colombia, Mexico and Peru.
- (3) Includes Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Netherlands, Norway, Poland, Romania, Russia, Serbia, Slovakia, Spain, Sweden, Switzerland, Turkey, Ukraine and the United Kingdom.
- (4) Includes Australia, India, China, Hong Kong-SAR, Malaysia, New Zealand, Singapore, Taiwan and Thailand.

Table of Contents

**NOTES TO UNAUDITED PRO FORMA  
CONSOLIDATED FINANCIAL INFORMATION (Continued)**

(In thousands, except share and per share amounts)

**NOTE 9 SUPPLEMENTARY UNAUDITED PRO FORMA CONSOLIDATED REVENUE INFORMATION (Continued)****Revenues by Product and Service Line**

	Iron Mountain (as reported for the six months ended June 30, 2015)	Recall (for the six months ended June 30, 2015)	Pro Forma (for the six months ended June 30, 2015)
Records Management(1)(2)	\$ 1,128,065	\$ 311,100	\$ 1,439,165
Data Management(1)(3)	262,636	41,800	304,436
Destruction(1)(4)	118,319	47,900	166,219
	<b>\$ 1,509,020</b>	<b>\$ 400,800</b>	<b>\$ 1,909,820</b>

	Iron Mountain (as reported for the year ended December 31, 2014)	Recall (for the twelve months ended December 31, 2014)	Pro Forma (for the year ended December 31, 2014)
Records Management(1)(2)	\$ 2,329,546	\$ 658,500	\$ 2,988,046
Data Management(1)(3)	531,516	88,700	620,216
Destruction(1)(4)	256,631	109,600	366,231
	<b>\$ 3,117,693</b>	<b>\$ 856,800</b>	<b>\$ 3,974,493</b>

- 
- (1) Each of the offerings within the product and service lines has a component of revenue that is storage rental related and a component that is service revenues, except the Destruction service offering, which does not have a storage component.
- (2) Includes business records management, compliant records management and consulting services, document management solutions, fulfillment services, health information management solutions, energy data services, dedicated facilities management and technology escrow services.
- (3) Includes data protection and recovery services and entertainment services.
- (4) Includes secure shredding and compliant information destruction.

Table of Contents**COMPARATIVE PER SHARE DATA**

The table set forth below depicts the basic and diluted earnings per share, cash dividends declared per share and book value per share for (a) Iron Mountain and Recall on a historical basis, (b) the combination of Iron Mountain and Recall on an unaudited pro forma consolidated basis and (c) Recall in comparison with the equivalent pro forma net income and book value per share attributable to 0.1722 of a newly issued share of Iron Mountain common stock that will be received for each ordinary share of Recall exchanged in the Transaction, based on the closing market price of Iron Mountain's common stock as well as the exchange ratio between the U.S. dollar and the Australian dollar as of August 12, 2015, and assuming the Cash Election is fully utilized. The unaudited pro forma consolidated data of the combined company was derived by combining the historical consolidated financial information of Iron Mountain and Recall using the acquisition method of accounting for business combinations as described in the section of this proxy statement entitled, "*Accounting Treatment*." For a discussion of the assumptions and adjustments made in the preparation of the unaudited pro forma consolidated financial information presented in this proxy statement, see the section entitled "*Unaudited Pro Forma Consolidated Financial Information*" beginning on page 18 of this proxy statement.

Recall's consolidated financial statements are prepared in accordance with IFRS, which differs in a number of significant respects from U.S. GAAP. For a general discussion of the significant differences between IFRS and U.S. GAAP, please see the section entitled "*Summary of Significant Differences between IFRS and U.S. GAAP*" on page 17 of this proxy statement.

You should read the information presented in the table below together with the historical financial statements of Iron Mountain and Recall and the related notes and the Unaudited Pro Forma Consolidated Financial Information appearing elsewhere in this proxy statement or incorporated herein by reference. The pro forma data are unaudited and for illustrative purposes only. The companies may have performed differently had they always been combined. You should not rely on this information as being indicative of the historical results that would have been achieved had the companies always been combined or the future results that the combined company will achieve after the consummation of the Transaction.

**Historical Data Per Share**

The historical book value per share data for Iron Mountain presented below is computed by dividing total Iron Mountain Incorporated stockholders' equity of \$856.4 million on December 31, 2014 and \$708.8 million on June 30, 2015, by the number of shares outstanding on those dates.

	<b>Iron Mountain</b>	
	<b>As of and for Year Ended December 31, 2014</b>	<b>As of and for Six Months Ended June 30, 2015</b>
Income (loss) from continuing operations per common share		
Basic	\$ 1.68	\$ 0.45
Diluted	1.67	0.45
Shares used in calculating basic and diluted income (loss) from continuing operations per common share		
Basic	195,278	210,468
Diluted	196,749	212,163
Book value per share	\$ 4.08	\$ 3.36

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

The historical book value per share data for Recall presented below is computed by dividing total Recall Holdings Limited total equity of \$599.4 million on June 30, 2014 and \$549.2 million on June 30, 2015, respectively, by the number of shares outstanding on those dates.

	Recall	
	As of and for Year Ended June 30, 2014	As of and for Year Ended June 30, 2015
<b>Earnings per share</b>		
Basic	\$ 0.20	\$ 0.21
Diluted	0.20	0.21
<b>Shares used in calculating basic and diluted earnings per common share</b>		
Basic	208,700	313,400
Diluted	209,800	317,400
Book value per share	\$ 1.92	\$ 1.75

### Unaudited Pro Forma Consolidated Data Per Share

The pro forma book value per share as of June 30, 2015 is computed by dividing pro forma consolidated Iron Mountain Incorporated Stockholders' Equity of [ • ] on June 30, 2015 by the pro forma number of shares assumed to be outstanding on that date.

	Iron Mountain & Recall Pro Forma Consolidated	
	As of and for Year Ended December 31, 2014	As of and for Six Months Ended June 30, 2015
<b>Income (loss) from continuing operations per common share</b>		
Basic	\$ [•]	\$ [•]
Diluted	[•]	[•]
<b>Shares used in calculating basic and diluted income (loss) from continuing operations per common share</b>		
Basic	[•]	[•]
Diluted	[•]	[•]
Book value per share(1)		\$ [•]

(1)

Pro forma book value per share is only calculated for a June 30, 2015 Transaction date.



Table of Contents**COMPARATIVE PER SHARE MARKET PRICE AND DIVIDEND INFORMATION**

Shares of Iron Mountain common stock are currently listed and principally traded on the NYSE under the symbol "IRM." Ordinary shares of Recall are currently listed and principally traded on the ASX under the symbol "REC." The following table sets forth, for the periods indicated, the high and low sales prices per share of Iron Mountain common stock and Recall ordinary shares as reported on the NYSE and the ASX, respectively. Price per share information for Recall ordinary shares is presented in Australian dollars.

**Iron Mountain:**

<b>Fiscal Year Ending December 31, 2015</b>	<b>High</b>	<b>Low</b>
Third Quarter (through August 12, 2015)	\$ 32.25	\$ 28.34
Second Quarter	\$ 38.49	\$ 30.95
First Quarter	\$ 41.53	\$ 35.60

<b>Fiscal Year Ended December 31, 2014</b>	<b>High</b>	<b>Low</b>
Fourth Quarter	\$ 40.41	\$ 31.11
Third Quarter	\$ 37.10	\$ 31.17
Second Quarter	\$ 31.15	\$ 25.95
First Quarter	\$ 30.48	\$ 25.74

<b>Fiscal Year Ended December 31, 2013</b>	<b>High</b>	<b>Low</b>
Fourth Quarter	\$ 30.80	\$ 25.03
Third Quarter	\$ 29.12	\$ 25.53
Second Quarter	\$ 39.71	\$ 25.91
First Quarter	\$ 36.67	\$ 31.45

**Recall:**

<b>Fiscal Year Ended June 30, 2016</b>	<b>High</b>	<b>Low</b>
First Quarter (through August 12, 2015)	A\$ 7.30	A\$ 6.88

<b>Fiscal Year Ended June 30, 2015</b>	<b>High</b>	<b>Low</b>
Fourth Quarter	A\$ 7.85	A\$ 6.88
Third Quarter	A\$ 8.06	A\$ 6.87
Second Quarter	A\$ 7.38	A\$ 5.48
First Quarter	A\$ 5.60	A\$ 4.68

<b>Fiscal Year Ended June 30, 2014</b>	<b>High</b>	<b>Low</b>
Fourth Quarter	A\$ 4.86	A\$ 4.40
Third Quarter	A\$ 4.65	A\$ 4.04
Second Quarter (from December 10, 2013)	A\$ 4.50	A\$ 4.05

The table below sets forth the closing sale prices of Iron Mountain common stock and Recall ordinary shares as reported on the NYSE and ASX, respectively, on April 27, 2015 (the last trading day prior to the announcement of an agreement in principle between Iron Mountain and Recall pursuant to which Iron Mountain would acquire Recall), on June 5, 2015 (the last trading day prior to the public announcement of the Transaction), and August 12, 2015. The table also shows the implied value of one ordinary share of Recall, which was calculated by multiplying the closing price of Iron Mountain common stock on that date by the exchange ratio of 0.1722 (the "exchange ratio") and adding the Cash

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

Supplement (except in the case of April 27, 2015 because the Cash Supplement was not included in the agreement in principle announced by the parties on April 28, 2015). The market prices of Iron Mountain common stock and Recall ordinary shares likely will fluctuate between the date of this proxy statement and the time of the Iron Mountain and Recall shareholder approvals and the completion of the Transaction. No assurance can be given concerning the market prices of Iron Mountain common stock or Recall ordinary shares before the completion of the Transaction or the market price of Iron Mountain common stock after the completion of the Transaction.

The Transaction consideration is fixed in the Transaction Agreement and will not be adjusted for changes in the market value of the Iron Mountain common stock or Recall ordinary shares. As a result, the market value of the Iron Mountain common stock that Recall shareholders will receive in the Transaction may vary significantly from the prices shown in the table below.

Date	Recall Ordinary Share (A\$)(3)	Iron Mountain Common Stock (US\$)(4)	Share Conversion Ratio	Cash Supplement (US\$)(5)	U.S. dollar to Australian dollar exchange rate(6)	Implied Value of Recall Ordinary Share (A\$)
April 27, 2015(1)	\$ 7.69	\$ 36.24	0.1722	\$	0.7812	\$ 7.99
June 5, 2015(2)	\$ 7.02	\$ 32.65	0.1722	\$ 0.50	0.7724	\$ 7.93
August 12, 2015	\$ 6.88	\$ 29.75	0.1722	\$ 0.50	0.7333	\$ 7.67

- (1) Represents the last trading day prior to announcement of an agreement in principle between Iron Mountain and Recall whereby Iron Mountain would acquire 100% of the issued share capital of Recall.
- (2) Represents the last trading day prior to announcement of the Transaction Agreement.
- (3) Trading price of Recall common stock upon the close of trading on the ASX on the date indicated.
- (4) Trading price of Iron Mountain common stock upon the close of trading on the NYSE on the date indicated.
- (5) Represents the Cash Supplement as agreed upon in the Transaction Agreement. Cash Supplement is not included for the April 27, 2015 calculation as the Cash Supplement was not contemplated in the original agreement in principle.
- (6) Historical exchange rates based on ending exchange rate for the date indicated per Oanda.com.

**Iron Mountain stockholders should obtain current market prices for shares of Iron Mountain common stock and Recall ordinary shares in deciding whether to vote for the approval of the Transaction Proposal.**

### **Dividends**

#### **Iron Mountain**

In February 2010, the Iron Mountain board of directors adopted a dividend policy under which Iron Mountain has paid, and in the future intends to pay, quarterly cash dividends on its common stock. Declaration and payment of future quarterly dividends is at the discretion of the Iron Mountain board of directors.

On September 15, 2014, Iron Mountain announced a special distribution of \$700,000 (the "Special Distribution") payable to stockholders of record as of September 30, 2014. The Special Distribution represented the remaining amount of Iron Mountain's undistributed earnings and profits attributable to all taxable periods ending on or prior to December 31, 2013, which in accordance with tax rules applicable to REIT conversions, Iron Mountain was required to pay to its stockholders on or before December 31, 2014. The Special Distribution also included certain items of taxable income that Iron Mountain recognized in 2014, such as depreciation recapture in respect of accounting method changes commenced in Iron Mountain's pre-REIT period as well as foreign earnings and profits recognized as



Table of Contents

dividend income. The Special Distribution followed an initial special distribution of \$700,000 paid to Iron Mountain stockholders in November 2012.

The Special Distribution was paid on November 4, 2014 (the "Payment Date") to stockholders of record as of September 30, 2014 in a combination of common stock and cash. Stockholders had the right to elect to be paid their pro rata portion of the Special Distribution in all common stock or all cash, with the total cash payment to stockholders limited to no more than \$140,000 or 20% of the total Special Distribution, not including cash paid in lieu of fractional shares. Based on stockholder elections, Iron Mountain paid \$140,000 of the Special Distribution in cash, not including cash paid in lieu of fractional shares, with the balance paid in the form of common stock. Iron Mountain's shares of common stock were valued for purposes of the Special Distribution based upon the average closing price on the three trading days following October 24, 2014, or \$35.55 per share, and as a result, Iron Mountain issued approximately 15,750,000 shares of common stock in the Special Distribution. These shares impacted weighted average shares outstanding from the date of issuance, and thus impact Iron Mountain's earnings per share data prospectively from the Payment Date.

In November 2014, the Iron Mountain board of directors declared a distribution of \$0.255 per share (the "Catch-Up Distribution") payable on December 15, 2014 to stockholders of record on November 28, 2014. The Iron Mountain board of directors declared the Catch-Up Distribution because Iron Mountain's cash distributions paid from January 2014 through July 2014 were declared and paid before the Iron Mountain's board of directors had determined that Iron Mountain would elect REIT status effective January 1, 2014 and were therefore less than they otherwise would have been if the final determination to elect REIT status effective January 1, 2014 had been made prior to such distributions.

In 2013, 2014 and during the first six months of 2015, the Iron Mountain board of directors declared and paid the following dividends:

<b>Declaration Date</b>	<b>Dividend Per Share</b>	<b>Record Date</b>	<b>Total Amount (in thousands)</b>	<b>Payment Date</b>
March 14, 2013	\$ 0.2700	March 25, 2013	\$ 51,460	April 15, 2013
June 6, 2013	0.2700	June 25, 2013	51,597	July 15, 2013
September 11, 2013	0.2700	September 25, 2013	51,625	October 15, 2013
December 16, 2013	0.2700	December 27, 2013	51,683	January 15, 2014
March 14, 2014	0.2700	March 25, 2014	51,812	April 15, 2014
May 28, 2014	0.2700	June 25, 2014	52,033	July 15, 2014
September 15, 2014	0.4750	September 25, 2014	91,993	October 15, 2014
September 15, 2014(1)	3.6144	September 30, 2014	700,000	November 4, 2014
November 17, 2014(2)	0.2550	November 28, 2014	53,450	December 15, 2014
November 17, 2014	0.4750	December 5, 2014	99,617	December 22, 2014
February 19, 2015	0.4750	March 6, 2015	99,795	March 20, 2015
May 28, 2015	0.4750	June 12, 2015	100,119	June 26, 2015

(1) Represents Special Distribution

(2) Represents Catch-Up Distribution

During the years ended December 31, 2012, 2013 and 2014, Iron Mountain's board of directors declared distributions to Iron Mountain stockholders of \$886,896, \$206,365 and \$1,048,905 respectively. These distributions represent approximately \$5.12 per share, \$1.08 per share and \$5.37 per share for the years ended December 31, 2012, 2013 and 2014, respectively, based on the weighted average number of common shares outstanding during each respective year. For each of 2012 and 2014, total amounts distributed included special distributions of \$700,000 or \$4.07 and \$3.61 per share,

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

respectively, associated with Iron Mountain's conversion to a REIT. A portion of these distributions were paid to Iron Mountain stockholders in the form of Iron Mountain common stock.

For federal income tax purposes, distributions to Iron Mountain's stockholders are generally treated as nonqualified ordinary dividends, qualified ordinary dividends or return of capital. The United States Internal Revenue Service (the "IRS") requires historical C corporation earnings and profits to be distributed prior to any REIT distributions, which may affect the character of each distribution to Iron Mountain stockholders, including whether and to what extent each distribution is characterized as a qualified or nonqualified ordinary dividend. For the years ended December 31, 2012, 2013 and 2014, the dividends Iron Mountain paid on its common stock were classified as follows:

	Year Ended December 31,		
	2012	2013	2014
Nonqualified ordinary dividends	0.0%	0.0%	26.4%
Qualified ordinary dividends	100.0%	100.0%	56.4%
Return of capital	0.0%	0.0%	17.2%
	100.0%	100.0%	100.0%

### **Recall**

On August 24, 2014, the Recall board of directors adopted a dividend policy under which Recall has paid, and in the future intends to pay, certain dividends on its shares. Recall's dividend policy has a long-term target dividend pay-out ratio of 55-70% of underlying net profit after tax, after taking account of the future funding needs of the business. Recall established a Dividend Reinvestment Plan in August 2014. However, Recall has not yet activated that plan.

Under the Corporations Act, Recall may not pay a dividend unless Recall's assets exceed its liabilities immediately before the dividend is declared and the excess is sufficient for the payment of the dividend, the payment of the dividend is fair and reasonable to Recall shareholders as a whole and the payment of the dividend does not materially prejudice Recall's ability to pay creditors. Subject to the Corporations Act, the constitution of Recall and the terms of issue or rights of any shares with special rights to dividends, the Recall directors may declare or determine that a dividend is payable, fix the amount and the time for payment and authorize the payment or crediting by Recall to, or at the direction of, each Recall shareholder entitled to that dividend.

In 2014 and 2015, the Recall board of directors declared and paid the following dividends:

Balance Date	Dividend Per Share	Record Date	Total Amount (in thousands)	Payment Date
June 30, 2015	A\$ 0.10	October 7, 2015	A\$ 31,370	October 27, 2015
December 31, 2014	A\$ 0.09	April 7, 2015	A\$ 28,200	April 24, 2015
June 30, 2014	A\$ 0.08	October 1, 2014	A\$ 25,100	October 23, 2014

In the 2013-14 financial year, the Recall board of directors determined to pay a dividend of A\$0.08 per Recall share. The dividend was unfranked and 100% was classified as conduit foreign income.

In the first half of the 2014-15 financial year, the Recall board of directors determined to pay a dividend of A\$0.09 per Recall share. The dividend was 30% franked and 70% was classified as conduit foreign income. In the second half of the 2014-15 financial year, the Recall board of directors determined to pay a dividend of A\$0.10 per Recall share. The dividend was 40% franked and 60% was classified as conduit foreign income.

In December 2013, Brambles Limited, an Australian public company limited by shares ("Brambles"), implemented a demerger transaction by way of a distribution of shares of Recall to

Table of Contents

Brambles' shareholders (the "Demerger"). As part of the Demerger process, Recall paid a dividend of \$23,800 to Brambles on December 18, 2013. This dividend was unfranked.

As part of Recall's dividend policy, Recall intends to frank future dividends to the extent practicable, which is likely to mean partial franking in the medium term. The unfranked component of Recall's dividends paid to non-Australian residents is intended to be conduit foreign income to the extent possible and therefore not subject to Australian withholding tax. However, there is a risk that some, or all, of the unfranked component may be subject to Australian withholding tax.

On the basis that the Transaction will become effective after December 31, 2015, the Recall board of directors intends to pay a dividend for the period from July 1, 2015 to December 31, 2015 (i.e. first half of 2016) subject to law and consistent with Recall's existing dividend policy.

Table of Contents

**QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING PROPOSALS**

*The following are some questions that you, as a stockholder of Iron Mountain, may have regarding the Transaction and the other matters being considered at the special meeting of Iron Mountain stockholders, as well as answers to those questions. Iron Mountain urges you to read this proxy statement carefully and in its entirety because the information in this section does not provide all of the information that might be important to you with respect to the Transaction. Additional important information is also contained in the annexes to, and the documents incorporated by reference into, this proxy statement.*

**Q: Why am I receiving this proxy statement?**

A: Iron Mountain is proposing to acquire Recall in the Transaction pursuant to the terms and conditions of the Transaction Agreement, the Scheme and the Deed Poll that are described in this proxy statement. In the Transaction, Iron Mountain Sub will acquire all of the outstanding ordinary shares of Recall in exchange for cash and newly issued shares of Iron Mountain common stock pursuant to a scheme of arrangement under Australian corporate law. As a result, Recall will become a wholly-owned subsidiary of Iron Mountain Sub. Upon the completion of the Transaction, shares of Iron Mountain common stock representing approximately 19% to 21%, depending upon the extent to which the Cash Election is made, of the outstanding common stock of Iron Mountain will be issued to former Recall shareholders, and the shares of common stock held by existing Iron Mountain stockholders will represent approximately 79% to 81% of the outstanding common stock of Iron Mountain immediately after the completion of the Transaction. A copy of the Transaction Agreement is attached to this proxy statement as Annex A. A copy of the draft Scheme forms Annexure 2 to the Transaction Agreement, and a copy of the draft Deed Poll forms Annexure 3 to the Transaction Agreement.

In order to complete the Transaction, Recall shareholders and the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) must approve the Transaction and all other conditions to the Transaction must be satisfied or waived.

Iron Mountain will hold a special meeting of its stockholders to obtain the required approval of its stockholders, and Recall will hold a separate special meeting of its shareholders to obtain the required approval of its shareholders.

**Q: What will I receive in the Transaction?**

A: Iron Mountain stockholders will continue to own their existing shares of Iron Mountain common stock after the Transaction. Immediately after the completion of the Transaction, Iron Mountain's existing stockholders will collectively own approximately 79% to 81%, depending upon the extent to which the Cash Election is made, of the outstanding common stock of Iron Mountain, and Recall's former shareholders will collectively own approximately 19% to 21% of the outstanding common stock of Iron Mountain.

**Q: When and where will Iron Mountain hold its special meeting?**

A: The special meeting will be held at [\*\*\*\*\*] a.m. local time on [\*\*\*\*\*], 2015, at [\*\*\*\*\*], to consider and vote on each of the proposals described below.

**Q: What will the Iron Mountain stockholders be asked to vote upon at the special meeting?**

A: At the special meeting, Iron Mountain's stockholders will be asked to consider and vote upon the following proposals:

1. the Transaction Proposal; and

Table of Contents

2.

to approve one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies if there are insufficient votes at the time of the special meeting to approve the Transaction Proposal.

**Q: What will the Recall shareholders be asked to vote upon?**

A: Recall shareholders will not be asked to vote on any of the proposals to be considered and voted upon at the Iron Mountain special meeting. Rather, if, at the First Court Hearing, the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), grants the necessary orders to convene a meeting of Recall shareholders to consider and vote upon a resolution to approve the Transaction, Recall will hold a separate special meeting of its shareholders pursuant to those orders.

**Q: Who is eligible to vote at the special meeting?**

A: Holders of Iron Mountain common stock as of the close of business on [\*\*\*\*\*], 2015, the record date for the special meeting, are eligible to vote.

**Q: How many votes do Iron Mountain's stockholders have?**

A: Holders of Iron Mountain's common stock are entitled to cast one vote on each proposal properly brought before the special meeting for each share of Iron Mountain common stock that such holder owned at the close of business on the record date.

**Q: What constitutes a quorum for the special meeting?**

A: A majority of the outstanding shares of Iron Mountain common stock entitled to vote being present in person or represented by proxy constitutes a quorum for the special meeting. Abstentions will be counted for purposes of determining the presence of a quorum at the special meeting but will not be considered as votes cast. Banks, brokers and other nominees that hold their customers' shares in street name may not vote their customers' shares on "non-routine" matters without instructions from their customers. As each of the proposals to be voted upon at the special meeting is considered "non-routine," such organizations do not have discretion to vote on any proposal for which they do not receive instructions from their customers (this is referred to in this context as a "broker non-vote"). As a result, if you fail to provide your broker, bank or other nominee with any instructions regarding how to vote your shares, your shares will not be considered present at the special meeting, will not be counted for purposes of determining the presence of a quorum and will not be voted on any of the proposals. If you provide instructions to your broker, bank or other nominee which indicate how to vote your shares with respect to a proposal but not with respect to the other proposal, your shares will be considered present at the special meeting and be counted for purposes of determining the presence of a quorum but will not be voted with respect to the other proposal.

If a quorum is not present at the meeting, the chairman of the meeting may adjourn the meeting to continue to solicit proxies.

**Q: What vote by the Iron Mountain stockholders is required to approve the Transaction Proposal?**

A: Pursuant to Section 312.03 of the NYSE Listed Company Manual, approval of the Transaction Proposal will require the affirmative vote of, in person or by proxy, holders of a majority of the total votes cast with respect to the Transaction Proposal.



Table of Contents

**Q: Why is my vote important?**

A: In order to complete the Transaction, Iron Mountain stockholders must approve the Transaction Proposal.

**Q: Why am I being asked to consider and vote upon the Transaction Proposal?**

A: Because Iron Mountain common stock is listed for trading on the NYSE, issuances of shares of Iron Mountain common stock are subject to the NYSE Listed Company Manual. Section 312.03 of the NYSE Listed Company Manual requires stockholder approval for the issuance of shares of Iron Mountain common stock in instances where the number of securities issued or issuable in payment of the purchase price in a transaction exceeds 20% of the number of securities of the listed issuer which are outstanding, on a non-diluted basis before the new issuance. Because the Transaction Agreement, the Scheme and Deed Poll contemplate the issuance of shares of Iron Mountain common stock in excess of this threshold on a non-diluted basis, Iron Mountain is asking you to approve the Transaction Proposal.

**Q: Will the newly issued shares of Iron Mountain common stock be traded on an exchange?**

A: It is a condition to the completion of the Transaction that the shares of common stock of Iron Mountain to be issued pursuant to the Transaction be approved for listing on the NYSE and on the ASX.

Accordingly, Iron Mountain has agreed to obtain listing approval from the NYSE for the Iron Mountain shares that will be issued in the Transaction. Iron Mountain has also agreed to establish a secondary listing on the ASX to allow Recall shareholders to trade Iron Mountain shares via Iron Mountain CDIs on the ASX.

**Q: What are Iron Mountain and Recall's reasons for proposing the Transaction and entering into the Transaction Agreement?**

A: The Iron Mountain board of directors concluded that there are significant potential benefits in the Transaction, including, among other things, an expanded global footprint, increased economies of scale, significant synergies and the potential future share appreciation of Iron Mountain, that outweigh the uncertainties, risks and potentially negative factors relevant to the Transaction. For a more detailed discussion of the reasoning of Iron Mountain's board of directors, see "*The Transaction Iron Mountain's Reasons for the Transaction*" beginning on page 73 of this proxy statement and "*The Transaction Recommendations of the Iron Mountain Board of Directors*" beginning on page 75 of this proxy statement.

**Q: What is a scheme of arrangement?**

A: A scheme of arrangement is a statutory procedure under Australian corporate law that allows companies to carry out transactions with shareholders and court approval that becomes binding on all shareholders by operation of law. The scheme of arrangement that is being proposed by Recall will allow Iron Mountain Sub to acquire all of the outstanding Recall ordinary shares.

**Q: How does Iron Mountain's board of directors recommend that I vote?**

A: Iron Mountain's board of directors unanimously recommends that you vote "**FOR**" each of the proposals to be considered and voted upon at the special meeting.

Table of Contents

**Q: What do I need to do now?**

A: Please read this proxy statement carefully, including its annexes, to consider how the Transaction affects you. After you read this proxy statement, you should complete, sign and date your proxy card and mail it in the enclosed return envelope or submit your proxy over the telephone or over the Internet as soon as possible so that your shares can be voted at the special meeting. If you sign, date and mail your proxy card without indicating how you wish to vote, your vote will be counted as a vote "FOR" each of the proposals being considered and voted upon at the special meeting. If your shares are held in "street name" by your broker, bank or other nominee, you should follow the directions provided by your broker, bank or other nominee. Your broker, bank or other nominee will vote your shares only if you provide instructions on how you would like your shares to be voted.

**Q: How do I vote?**

A: If you are a stockholder of record, you may vote in any of the following ways:

To vote in person, come to the special meeting and you will be able to vote by ballot. To ensure that your shares are voted at the special meeting, Iron Mountain's board of directors recommends that you submit a proxy even if you plan to attend the special meeting.

To vote using the enclosed proxy card, simply complete, sign and date the enclosed proxy card and return it promptly in the enclosed return envelope. If you return your signed proxy card to Iron Mountain before the special meeting, Iron Mountain will vote your shares as you direct.

To vote by telephone, dial the toll-free telephone number located on the enclosed proxy card and follow the recorded instructions. You will be asked to provide the company number and control number from the enclosed proxy card. Your vote must be received by 11:59 pm (eastern U.S. time) on [\*\*\*\*\*], 2015 to be counted.

To vote over the Internet, go to the web address located on the enclosed proxy card to complete an electronic proxy card. You will be asked to provide the company number and control number from the enclosed proxy card. Your vote must be received by 11:59 pm (eastern U.S. time) on [\*\*\*\*\*], 2015 to be counted.

If your shares of common stock are held in "street name" by your broker, bank or other nominee, you should have received a voting instruction form with these proxy materials from that organization rather than from Iron Mountain. Your broker, bank or other nominee will vote your shares only if you provide instructions to that organization on how to vote. You should provide your broker, bank or other nominee with instructions regarding how to vote your shares by following the enclosed procedures provided by that organization. Your shares will not be voted with respect to any proposal for which you fail to provide instructions, which will have no effect on approval of the proposals.

A control number, located on your proxy card or voting instruction form, is designed to verify your identity and allow you to vote your shares of Iron Mountain common stock, and to confirm that your voting instructions have been properly recorded when voting over the Internet or by telephone.

**Q: What does it mean if I receive more than one set of materials?**

A: This means you own shares of Iron Mountain common stock that are registered under different names. For example, you may own some shares directly as a stockholder of record and other shares through a broker or you may own shares through more than one broker, bank or other nominee. In these situations, you will receive multiple sets of proxy materials. You must complete,

Table of Contents

sign, date and return each of the proxy cards and voting instruction forms that you receive, or vote all of your shares over the telephone or over the Internet in accordance with the instructions above in order to vote all of the shares you own. Each proxy card you receive comes with its own prepaid return envelope and control number(s). If you vote by mail, make sure you return each proxy card in the return envelope that accompanies that proxy card or voting instruction form, and if you vote by telephone or via the Internet, please follow the enclosed instructions and use your control number(s).

**Q: What happens if I sell my shares of common stock before the special meeting?**

A: The record date for stockholders entitled to vote at the special meeting is earlier than the date of the special meeting. If you transfer your shares of Iron Mountain common stock after the record date, but before the date of the special meeting, you will retain your right to vote at the special meeting unless special arrangements are made between you and the person to whom you transfer your shares.

**Q: May I vote in person?**

A: If you are the stockholder of record of shares of Iron Mountain common stock, you have the right to vote in person at the special meeting with respect to those shares. If you are the beneficial owner of shares of Iron Mountain common stock, you are invited to attend the special meeting but, since you are not the stockholder of record, you may not vote these shares in person at the special meeting, unless you obtain a document called a "legal proxy" from your broker, bank or other nominee giving you the right to vote the shares at the special meeting. **Even if you plan to attend the special meeting as a stockholder of record, Iron Mountain recommends that you also submit your proxy card or voting instructions as described above under "How do I vote?" so that your vote will be counted if you later decide not to attend the special meeting.**

**Q: How can I change or revoke my vote?**

A: You have the right to revoke a proxy delivered by mail, by telephone, or over the Internet at any time before it is exercised by voting again at a later date through any of the methods available to you, by delivering written notice of revocation to Iron Mountain's Corporate Secretary by the time the special meeting begins, or by attending the special meeting and voting in person.

**Q: Am I entitled to appraisal rights?**

A: No. Under Delaware law, holders of shares of Iron Mountain common stock are not entitled to appraisal rights in connection with the Transaction or any of the matters to be acted on at the special meeting.

**Q: Is completion of the Transaction subject to any conditions?**

A: Yes. Iron Mountain and Recall are not required to complete the Transaction unless a number of conditions are satisfied or waived, including receipt of the required approvals from the Iron Mountain stockholders, Recall shareholders and the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall). See "*The Transaction Agreement, Scheme and Deed Poll Conditions Precedent to the Scheme*" beginning on page 116 of this proxy statement for a more complete summary of the conditions that must be satisfied or waived prior to completion of the Transaction.

Table of Contents

**Q: When is the Scheme expected to be completed?**

A: The Scheme is expected to be completed in the first half of 2016 subject to the satisfaction or waiver of the various closing conditions set forth in the Transaction Agreement. In order for the Scheme to be completed, it must first become effective. To become effective it must (among other things) be approved by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), at the Second Court Hearing. Recall will apply to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), for an order approving the Scheme if the Scheme is approved by the requisite majorities of Recall shareholders voting at the Recall special meeting and all other conditions precedent to the Scheme (other than approval of the Sydney Federal Court or such other competent court agreed by Iron Mountain and Recall) have been satisfied or waived.

If the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), approves the Scheme, Recall will lodge a copy of the court orders with ASIC under section 411(10) of the Corporations Act. On the date on which the copies of the court orders approving the Scheme are lodged with ASIC, the Scheme will become effective. This is expected to occur on, or on the business day after, the date of issue of the court orders approving the Scheme.

It is expected that trading in ordinary shares of Recall on the ASX will be suspended from the close of trading on the Effective Date of the Scheme. A record date (which will be on or about the fifth business day following the suspension of trading of Recall shares on ASX) will be set to determine the Recall shareholders who will transfer their Recall shares and be entitled to receive consideration under the Transaction. It is scheduled that the Transaction consideration will be provided to Recall shareholders four business days after such record date (or such other date as agreed between Iron Mountain and Recall) and the Transaction will be deemed to have been completed or implemented on that date.

**Q: What happens if the Scheme is not completed?**

A: If the Scheme does not proceed, Recall shareholders will not receive shares of Iron Mountain common stock, the Iron Mountain CDIs or cash; Recall will remain listed on ASX, the market price of Iron Mountain common stock may fall in the short term; and, in certain circumstances, Iron Mountain may have to pay Recall a reimbursement fee. In certain other circumstances, Recall may have to pay Iron Mountain a reimbursement fee if the Scheme does not proceed.

**Q: Who can help answer my questions?**

A: The information provided above in the question-and-answer format is for your convenience only and is merely a summary of some of the information in this proxy statement. You should carefully read the entire proxy statement, including its annexes. If you would like additional copies of this proxy statement, without charge, or if you have questions about the Transaction, including the procedures for voting your shares, you should contact Okapi Partners LLC, Iron Mountain's proxy solicitation agent. The address of Okapi Partners LLC is 437 Madison Avenue 28th Floor, New York, New York 10022. You can call Okapi Partners LLC at 877-279-2311.

You may also wish to consult your legal, tax and/or financial advisors with respect to any aspect of the Transaction, the Transaction Agreement, the Scheme or Deed Poll or other matters discussed in this proxy statement.

Table of Contents

**RISK FACTORS**

*You should carefully consider the following risk factors related to the Transaction and the anticipated business of Iron Mountain after the closing of the Transaction, as well as the other information contained in this proxy statement, including the attached annexes, in evaluating whether to approve the Transaction Proposal. If any of the risks described below, or elsewhere in this proxy statement, actually occurs, the business, financial results, financial condition, operating results or stock price of Iron Mountain could be materially adversely affected.*

**Risks Related to the Transaction**

***The integration of Recall will subject Iron Mountain to liabilities that may exist at Recall or may arise in connection with the consummation of the Transaction.***

The integration of Recall with Iron Mountain may pose special risks, including one-time write-offs or restructuring charges, unanticipated costs, and the loss of key employees. There can be no assurance that the integration of Iron Mountain and Recall will be accomplished effectively or in a timely manner. In addition, the integration of Recall will subject Iron Mountain to liabilities (including tax liabilities) that may exist at Recall or may arise in connection with the consummation of the Transaction, some of which may be unknown. Although Iron Mountain and its advisors have conducted due diligence on the operations of Recall, there can be no guarantee that Iron Mountain is aware of any and all liabilities of Recall. These liabilities, and any additional risks and uncertainties related to the Transaction not currently known to Iron Mountain or that Iron Mountain may currently deem immaterial or unlikely to occur, could negatively impact Iron Mountain's future business, financial condition and results of operations.

***The price of Iron Mountain's common stock and Iron Mountain's results of operations after the Transaction may be affected by factors different from those currently affecting the price of Iron Mountain common stock and Iron Mountain's results of operations.***

Recall's business is different in certain ways from that of Iron Mountain, and Iron Mountain's results of operations, as well as the price of Iron Mountain's common stock after the Transaction, may be affected by factors different from those currently affecting Iron Mountain's results of operations and the price of Iron Mountain common stock. The price of Iron Mountain's common stock may fluctuate significantly following the Transaction, including as a result of factors over which Iron Mountain and Recall have no control. See " *Risks Related to Recall and Iron Mountain*" beginning on page 54 of this proxy statement for a discussion of Recall's business and certain factors to consider in connection with such business.

***Iron Mountain will incur significant transaction and combination-related costs in connection with the Transaction.***

Iron Mountain and Recall expect to incur significant costs associated with the Transaction and combining the operations of the two companies. Iron Mountain's fees and expenses related to the Transaction include financial advisors' fees, filing fees, legal and accounting fees, soliciting fees and regulatory fees, some of which will be paid regardless of whether the Transaction is completed. Furthermore, Iron Mountain will incur costs associated with combining the operations of the two companies. However, it is difficult to predict the amount of these costs before Iron Mountain begins the integration process. Iron Mountain may incur additional unanticipated costs as a consequence of difficulties arising from efforts to integrate the companies.

Table of Contents

***Iron Mountain will need additional financing, which may not be available on favorable terms, if at all, in order to consummate the Transaction.***

Iron Mountain currently anticipates that it will need to raise additional debt financing to consummate the Transaction. Such additional financing may not be available on favorable terms, if at all. If Iron Mountain is unable to obtain sufficient financing and consummate the Scheme, Iron Mountain may be subject to significant monetary or other damages under the Transaction Agreement.

***The Transaction Agreement limits Iron Mountain's ability to pursue alternatives to the Transaction, and in certain instances requires payment of a reimbursement fee, which could deter a third party from proposing an alternative transaction to the Transaction.***

While the Transaction Agreement is in effect, subject to certain limited exceptions, Iron Mountain is prohibited from soliciting, initiating, encouraging or entering into certain transactions, such as a merger, sale of assets or other business combination, with any third party. See "*The Transaction Agreement, Scheme and Deed Poll Exclusivity*"; beginning on page 128 of this proxy statement for a description of the foregoing limitations. As a result of these limitations, Iron Mountain may lose opportunities to enter into a more favorable transaction than the Transaction.

Moreover, under specified circumstances, Iron Mountain could be required to pay Recall a reimbursement fee of A\$25,500 in connection with the termination of the Transaction Agreement. See "*The Transaction Agreement, Scheme and Deed Poll Reimbursement Fees*" beginning on page 131 of this proxy statement for a description of the foregoing limitations. The reimbursement fee could deter a third party from proposing an alternative to the Transaction.

***The Transaction is subject to conditions to closing that could result in the Transaction being delayed or not completed and the Transaction Agreement can be terminated in certain circumstances, each of which could negatively impact the price of the Iron Mountain common stock and Iron Mountain's future business and operations.***

Consummation of the Transaction is subject to conditions, including, among others:

the approval by the Recall shareholders of the Transaction;

the approval by Iron Mountain's stockholders of the Transaction Proposal;

the approval of the Scheme by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall);

the absence of any law, order or injunction that would prohibit, restrain or make illegal the Transaction;

the receipt of regulatory approvals;

the approval for listing on the NYSE of the Iron Mountain common stock to be issued in the Transaction and the establishment of a secondary listing on the ASX to allow shareholders of Recall to trade Iron Mountain CDI's on the ASX;

the accuracy of the representations and warranties and compliance with the respective covenants of the parties, subject to specified materiality qualifiers; and

no events having occurred that would have a material adverse effect on Recall or Iron Mountain.

In addition, Iron Mountain and Recall each has the right, in certain circumstances, to terminate the Transaction Agreement. If the Transaction Agreement is terminated or any of the conditions to closing are not satisfied and, where permissible, not waived, the Transaction will not be completed.



Table of Contents

Failure to complete the Transaction or any delay in the completion of the Transaction or any uncertainty about the completion of the Transaction may adversely affect the price of Iron Mountain's common stock or have an adverse impact on Iron Mountain's future business and operations.

If the Transaction is not completed, Iron Mountain's ongoing business may be adversely affected and, without realizing any of the benefits of having completed the Transaction, Iron Mountain would be subject to a number of risks, including the following:

negative reactions from the financial markets;

incurring and paying significant expenses in connection with the Transaction, such as financial advisors' fees, filing fees, legal and accounting fees, soliciting fees, regulatory fees and other related expenses;

paying a reimbursement fee of A\$25,500 if the Transaction Agreement is terminated in certain circumstances; and

paying a reimbursement fee of A\$76,500 if the Transaction Agreement is terminated due to Iron Mountain being unable to obtain the necessary antitrust/competition approvals required to consummate the Transaction.

In addition, Iron Mountain could be subject to litigation related to any failure to complete the Transaction or seeking to require Iron Mountain to perform its obligations under the Transaction Agreement, the Scheme or the Deed Poll.

***The exchange ratio is fixed and will not be adjusted in the event of any change in either Recall's share price or Iron Mountain's stock price.***

Subject to the terms and conditions set forth in the Transaction Agreement, after the Effective Date of the Scheme and upon the completion of the Transaction, each outstanding ordinary share of Recall will be transferred to Iron Mountain in exchange for the Cash Supplement and either (1) 0.1722 of a newly issued share of Iron Mountain common stock or (2) the Cash Election, subject to the Cash Election Cap. The exchange ratio is fixed and will not be adjusted for changes in the market price of either Recall shares or Iron Mountain's shares. Changes in the price of Iron Mountain's shares prior to completion of the Scheme may affect the market value that holders of Recall shares will receive on the date of the effective time for the Scheme. Share price changes may result from a variety of factors (many of which are beyond Iron Mountain's or Recall's control).

If the share price of Iron Mountain's common stock increases before the closing of the Transaction, Recall shareholders will receive shares of Iron Mountain common stock that have a market value that is greater than the current market value of such shares. Alternatively, if the share price of Iron Mountain's common stock decreases before the closing of the Transaction, Recall shareholders will receive shares of Iron Mountain's common stock that have a market value that is less than the current market value of such shares. Therefore, because the exchange ratio is fixed, prior to the closing of the Transaction, Iron Mountain stockholders and Recall shareholders cannot be sure of the market value of the share consideration that will be paid to Recall shareholders upon completion of the Transaction.

***Obtaining required governmental and court approvals necessary to satisfy closing conditions may delay or prevent completion of the Transaction.***

Completion of the Transaction is conditioned upon the receipt of certain governmental authorizations, consents, orders or other approvals, including approvals, clearances, filings or expiration or termination of waiting periods required in relation to the Transaction under antitrust laws of Australia, the United States and the United Kingdom. The Transaction must also be approved by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall). No



Table of Contents

assurance can be given that the approvals will be obtained. Even if such approvals or conditional approvals are obtained, no assurance can be given as to the terms, conditions and timing of the approvals or that they will satisfy the terms of the Transaction Agreement. Iron Mountain has agreed to pay a reimbursement fee of A\$76,500 if antitrust/competition approval is not obtained. See "*The Transaction Agreement, Scheme and Deed Poll Conditions Precedent to the Scheme*" beginning on page 116 for a discussion of the conditions to the completion of the Transaction.

***The pro forma financial information is presented for illustrative purposes only and may not be an indication of Iron Mountain's financial condition or results of operations following the Transaction.***

The unaudited pro forma consolidated financial information contained in this proxy statement is presented for illustrative purposes only and may not be an indication of Iron Mountain's financial condition or results of operations following the Transaction for several reasons. For example, the unaudited pro forma consolidated financial information has been derived from the historical financial statements of Iron Mountain and Recall and certain adjustments and assumptions have been made regarding Iron Mountain after giving effect to the Transaction. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with complete accuracy. Moreover, the unaudited pro forma consolidated financial information does not reflect all costs that are expected to be incurred by Iron Mountain in connection with the Transaction. For example, the impact of any incremental costs incurred in integrating Iron Mountain and Recall is not reflected in the unaudited pro forma consolidated financial information. As a result, the actual financial condition and results of operations of Iron Mountain following the Transaction may not be consistent with, or evident from, the unaudited pro forma consolidated financial information. Additionally, the purchase price used in preparing the pro forma financial information is based on the closing market price of Iron Mountain's shares, as well as the exchange rate between the U.S. dollar and the Australian dollar, as of August 12, 2015, which may be materially different from the closing price of Iron Mountain's shares and the exchange rate between the U.S. dollar and the Australian dollar on the completion date of the Transaction. The assumptions used in preparing the unaudited pro forma consolidated financial information may not prove to be accurate, and other factors may affect Iron Mountain's financial condition or results of operations following the Transaction. Iron Mountain's stock price may be adversely affected if the actual results of Iron Mountain fall short of the historical results reflected in the unaudited pro forma consolidated financial information contained in this proxy statement. See "*Unaudited Pro Forma Consolidated Financial Information*" beginning on page 18 of this proxy statement.

***Recall's public filings are subject to Australian disclosure standards, which differ from SEC requirements.***

Recall is an Australian issuer that is required to prepare and file its periodic and other filings in accordance with Australian securities laws. As a result, certain of the information about Recall, including any management's discussion and analysis, that is contained in this proxy statement was prepared in conjunction with Recall's financial statements that were prepared in accordance with IFRS and other Australian disclosure regulations, rather than the requirements that would apply in the United States. Because Australian disclosure requirements are different from SEC requirements, the information about Recall contained in this proxy statement may not be comparable to similar information available about Iron Mountain or other United States issuers.

***Following the Transaction, Iron Mountain's exposure to foreign exchange translation risk will be increased.***

Iron Mountain is currently subject to foreign exchange translation risk because it conducts business operations in several foreign countries through its foreign subsidiaries or affiliates, which conduct business in their respective local currencies. Recall conducts a significant portion of its operations outside of the United States through its foreign subsidiaries or affiliates, which also operate in their

Table of Contents

respective local currencies. Therefore, following the completion of the Transaction, Iron Mountain's international operations will account for a more significant portion of Iron Mountain's overall operations than they do presently. Because Iron Mountain's financial statements will continue to be presented in U.S. dollars subsequent to the Transaction, the local currencies will be translated into U.S. dollars at the applicable exchange rates for inclusion in Iron Mountain's consolidated financial statements. The results of operations of, and certain of Iron Mountain's intercompany balances associated with, Iron Mountain's international storage and information management services businesses will continue to be exposed to foreign exchange rate fluctuations, and due to the Transaction, Iron Mountain's exposure to exchange rate fluctuations will increase. Upon translation, operating results may differ materially from expectations, and significant shifts in foreign currencies can impact Iron Mountain's short-term results, as well as Iron Mountain's long-term forecasts and targets.

***Because the Transaction will be completed after the date of the special meeting, at the time of the special meeting, you will not know the exact market value of the Iron Mountain shares that Recall shareholders will receive upon completion of the Transaction.***

If the share price of Iron Mountain common stock increases between the date of the Iron Mountain special meeting and the completion of the Transaction, Recall shareholders will receive Iron Mountain shares that have a market value that is greater than the market value of such shares at the time of the approval of the Transaction Proposal by Iron Mountain stockholders. If the share price of Iron Mountain common stock decreases between the date of the Iron Mountain special meeting and the completion of the Transaction, Recall shareholders will receive Iron Mountain shares that have a market value that is less than the market value of such shares at the time of the approval of the Transaction Proposal by Iron Mountain stockholders. Therefore, because the exchange ratio is fixed, Iron Mountain stockholders cannot be sure at the time of the special meeting of the market value of the share consideration that will be paid to Recall shareholders upon completion of the Transaction.

***In certain circumstances, if the Transaction Agreement is terminated without any payment of a termination payment by Recall, Iron Mountain may not be fully reimbursed for its out of pocket expenses.***

Under the Transaction Agreement, Recall would be required to reimburse Iron Mountain for Iron Mountain's reasonable, documented out of pocket expenses actually incurred in connection with the Transaction up to a maximum of \$5,000 if (i) the Recall board of directors withdraws or adversely modifies its recommendation that Recall shareholders vote in favor of the resolution to approve the Transaction as a result of the report of the independent expert opining that the Transaction is not in the best interests of Recall's shareholders (other than where the reason for such opinion is a Recall competing transaction) and (ii) the Transaction Agreement is terminated by Recall or Iron Mountain prior to the Recall shareholders meeting. Given that such reimbursed expenses cannot exceed \$5,000 Iron Mountain may not be fully reimbursed for its out of pocket expenses in the event of such a termination.

***Iron Mountain's due diligence of Recall may have failed to identify key issues that could have an adverse effect on Iron Mountain's performance and financial condition.***

Before executing the Transaction Agreement, Recall and Iron Mountain undertook a period of mutual due diligence for the purpose of negotiating the terms of the Transaction. Although Recall and Iron Mountain decided to proceed with the Transaction following that due diligence exercise, there is a risk that the due diligence undertaken was insufficient or failed to identify key issues. Furthermore, after implementation of the Transaction, Iron Mountain will be subject to any unknown liabilities of Recall which could have an adverse effect on Iron Mountain's performance and financial condition.

Table of Contents

***Iron Mountain will guarantee certain obligations of Recall to Brambles relating to Brambles' prior demerger transaction.***

On December 18, 2013, Brambles implemented the Demerger of Recall from Brambles. Prior to and in connection with the Demerger, Brambles spun off certain of its United States and Canadian subsidiaries, directly or indirectly, to Recall. Such spin-offs were intended to be tax-free or tax-deferred under United States and Canadian tax laws, respectively, and Brambles obtained rulings from the IRS (with respect to the United States spin-off) and the Canada Revenue Agency (with respect to the Canadian spin-off), as well as opinions of its tax advisors, to such effect. However, the tax-free status of the spin-off of such United States subsidiaries could be adversely affected under certain circumstances if a 50% or greater interest in such United States subsidiaries were acquired as part of a plan or series of related transactions that included such spin-off. Similarly, the tax-deferred status of the spin-off of the Canadian subsidiaries could be adversely affected under certain circumstances if control of such subsidiaries were acquired as part of a series of transactions or events that included such spin-off.

In connection with the Demerger, Recall agreed to indemnify Brambles and certain of its affiliates for taxes to the extent that actions by Recall (e.g., an acquisition of Recall shares) resulted in the United States spin-off or the Canadian spin-off described above failing to qualify as tax-free or tax-deferred for United States or Canadian tax purposes, respectively. In addition, Recall agreed, among other things, that it would not, within two years of the 2013 spin-offs, enter into a proposed acquisition transaction, merger or consolidation (with respect to the United States spin-off) or take any action that could reasonably be expected to jeopardize, directly or indirectly, any of the conclusions reached in the Canadian tax ruling or opinion, without obtaining either a supplemental tax ruling from the relevant taxing authority, the consent of Brambles or an opinion of a tax advisor, acceptable to Brambles in its reasonable discretion, that such transaction should not result in the spin-offs failing to be tax-free under United States federal income tax law or Canadian tax law, respectively. Recall has obtained or intends to obtain such tax opinions, based on, among other things, representations and warranties made by Recall and Iron Mountain. Such opinions, once accepted by Brambles, do not affect Recall's obligation to indemnify Brambles for an adverse impact on the tax-free status of such prior spin-offs. The delivery of those opinions is a condition to Iron Mountain's obligation to consummate the Transaction.

Iron Mountain has agreed, contingent on the consummation of the Transaction, to guarantee the foregoing indemnification obligations of Recall. Consistent with the foregoing tax opinions, Iron Mountain believes that the Transaction is not part of a plan or series of related transactions, or part of a series of transactions or events, that included the United States spin-off or the Canadian spin-off, respectively. However, if the IRS or the Canadian Revenue Agency were to prevail in asserting a contrary view, Iron Mountain and Recall would be liable for the resulting taxes, which could be material.

**Risks Related to Recall and Iron Mountain**

***The failure to integrate successfully the businesses of Iron Mountain and Recall in the expected time frame would adversely affect Iron Mountain's future results.***

The success of the Transaction will depend, in large part, on the ability of Iron Mountain to realize the anticipated benefits, including cost savings from combining the businesses of Iron Mountain and Recall. To realize these anticipated benefits, the businesses of Iron Mountain and Recall must be successfully integrated. This integration will be complex and time-consuming. The failure to integrate successfully and to manage successfully the challenges presented by the integration process may result in Iron Mountain not fully achieving the anticipated benefits of the Transaction.

Table of Contents

Potential difficulties that may be encountered in the integration process include the following:

challenges and difficulties associated with managing the larger, more complex, combined company;

conforming standards, controls, procedures and policies, business cultures and compensation structures between the entities;

integrating personnel from the two entities while maintaining focus on developing, producing and delivering consistent, high quality services;

consolidating corporate and administrative infrastructures;

coordinating geographically dispersed organizations;

potential unknown liabilities and unforeseen expenses, delays or regulatory conditions associated with the Transaction;

performance shortfalls at one or both of the entities as a result of the diversion of management's attention caused by completing the Transaction and integrating the entities' operations; and

the ability of Iron Mountain to deliver on its strategy going forward.

***The financial analyses and forecasts considered by Iron Mountain and provided to its financial advisor may not be realized, which may adversely affect the market price of Iron Mountain common stock following the Transaction.***

In performing its financial analysis and rendering its opinion regarding the fairness, from a financial point of view, of the Aggregate Consideration (as defined in the written opinion), the financial advisor to Iron Mountain was provided with and relied on with Iron Mountain's consent, among other things, internal stand-alone and pro forma financial analyses and forecasts prepared by Iron Mountain's management. See "*The Transaction Summary of Certain Financial Projections Provided to the Iron Mountain Board and Iron Mountain's Financial Advisors*" beginning on page 82 of this proxy statement for additional information. These analyses and forecasts were prepared by, or as directed by, the management of Iron Mountain. None of these analyses or forecasts were prepared with a view towards public disclosure or compliance with the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. These projections are inherently based on various estimates and assumptions that are subject to the judgment of those preparing them. These projections are also subject to significant economic, competitive, industry and other uncertainties and contingencies, all of which are difficult or impossible to predict and many of which are beyond the control of Iron Mountain and Recall. Accordingly, there can be no assurance that Iron Mountain's financial condition or results of operations will be consistent with those set forth in such analyses and forecasts prepared by Iron Mountain's management, which could have a material adverse effect on the market price of Iron Mountain or on the combined company's ordinary shares following the Transaction.

***Iron Mountain would incur adverse tax consequences if the combined company following the Transaction failed to qualify as a REIT for United States federal income tax purposes.***

Iron Mountain believes that, following the Transaction, Iron Mountain will integrate Recall's assets and operations in a manner that will allow Iron Mountain to timely satisfy the REIT income, asset, and distribution tests applicable to Iron Mountain. However, if Iron Mountain fails to do so, it could jeopardize or lose its qualification for taxation as a REIT, particularly if Iron Mountain were ineligible to utilize relief provisions set forth in the Internal Revenue Code of 1986, as amended (the "Code"). For any taxable year that Iron Mountain fails to qualify for taxation as a REIT, Iron Mountain would not be allowed a deduction for distributions to Iron Mountain stockholders in computing its taxable

Table of Contents

income, and thus would be subject to United States federal and state income tax at the regular corporate rates on all of its United States federal and state taxable income in the manner of a regular corporation. Those corporate level taxes would reduce the amount of cash available for distribution to Iron Mountain stockholders or for reinvestment or other purposes, and would adversely affect Iron Mountain's earnings. As a result, Iron Mountain's failure to qualify for taxation as a REIT during any taxable year could have a material adverse effect upon Iron Mountain and Iron Mountain stockholders. Furthermore, unless prescribed relief provisions apply, Iron Mountain would not be eligible to elect REIT status again until the fifth taxable year that begins after the first year for which Iron Mountain failed to qualify as a REIT. Finally, even if Iron Mountain is able to utilize relief provisions and thereby avoid disqualification for taxation as a REIT, relief provisions typically involve paying a penalty tax in proportion to the severity and duration of the noncompliance with REIT requirements, and thus these penalty taxes could be significant in the context of noncompliance stemming from a transaction as large as the Transaction.

***The Transaction, if completed, will dilute the ownership position of Iron Mountain's current stockholders.***

If the Transaction is completed, the Recall shareholders are expected to beneficially own a significant percentage of the issued and outstanding shares of common stock of Iron Mountain. Consequently, Iron Mountain's current stockholders will own a smaller proportion of Iron Mountain's common stock than the proportion of common stock they owned before the Transaction and, as a result, they will have less influence on Iron Mountain's management and policies following the Transaction than they now have on Iron Mountain's management and policies.

***Iron Mountain and Recall's business relationships may be subject to disruption due to uncertainty associated with the Transaction, which could have an adverse effect on Iron Mountain and Recall's results of operations, cash flows and financial position and, following the completion of the Transaction, Iron Mountain.***

Parties with which Iron Mountain and Recall do business may experience uncertainty associated with the Transaction, including with respect to current or future business relationships with Iron Mountain, Recall or the combined company following the completion of the Transaction. Iron Mountain's and Recall's relationships may be subject to disruption as customers, suppliers and other persons with whom Iron Mountain and Recall have a business relationship may delay or defer certain business decisions or might decide to seek to terminate, change or renegotiate their relationships with Iron Mountain or Recall, as applicable, or consider entering into business relationships with parties other than Iron Mountain or Recall. These disruptions could have an adverse effect on the results of operations, cash flows and financial position of Iron Mountain, Recall or the combined company following the completion of the Transaction, including an adverse effect on Iron Mountain's ability to realize the expected synergies and other benefits of the Transaction. The risk, and adverse effect, of any disruption could be exacerbated by a delay in the completion of the Transaction or the termination of the Transaction Agreement.

***Risk Factors listed in Iron Mountain's 10-K and 10-Q.***

In addition to considering the other information in this proxy statement, Iron Mountain stockholders should consider carefully the risk factors set forth in Iron Mountain's Annual Report on Form 10-K as of and for the year ended December 31, 2014 (except for items 1, 2, 6, 7 and 15 which were restated in the Iron Mountain May 7th Current Report), filed with the SEC on February 27, 2015 (the "Iron Mountain Annual Report"), and the Iron Mountain Quarterly Report on Form 10-Q, each of which is incorporated by reference into this proxy statement.

Table of Contents

**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

Certain statements contained in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include, but are not limited to, the projections, the synergies and statements regarding Iron Mountain's operations, economic performance, financial condition, goals, beliefs, future growth strategies, investment objectives, plans and current expectations, including the expected timing of the Transaction and the completion of the potential acquisition of Recall, the benefits of the potential acquisition, including anticipated future financial and operating results, potential synergies, timing to realize synergies, Recall's and Iron Mountain's anticipated dividend payments, expectations relating to future equity and debt issuances by Iron Mountain and the combined company's plans, objectives, expectations and other statements that are not historical facts. Such statements are based on the views and assumptions of the management of Iron Mountain and are subject to significant risks and uncertainties. Actual future events or results may differ materially from these statements. Such differences may result from the following factors: (i) Iron Mountain's expected dividends may be materially different from its estimates; (ii) the cost to comply with current and future laws, regulations and customer demands relating to privacy issues; (iii) the impact of litigation or disputes that may arise in connection with incidents in which Iron Mountain fails to protect its customers' information; (iv) changes in the price for Iron Mountain's storage and information management services relative to the cost of providing such storage and information management services; (v) changes in customer preferences and demand for Iron Mountain's storage and information management services; (vi) the adoption of alternative technologies and shifts by Iron Mountain's customers to storage of data through non-paper based technologies; (vii) the cost or potential liabilities associated with real estate necessary for Iron Mountain's business; (viii) the performance of business partners upon whom Iron Mountain depends for technical assistance or management expertise outside the U.S.; (ix) changes in the political and economic environments in the countries in which Iron Mountain's international subsidiaries operate; (x) claims that Iron Mountain's technology violates the intellectual property rights of a third party; (xi) changes in the cost of Iron Mountain's debt; (xii) the impact of alternative, more attractive investments on dividends; (xiii) Iron Mountain's ability to qualify or remain qualified for taxation as a REIT; (xiv) the ability to close the Transaction on the terms and within the anticipated time period, or at all, which is dependent on the parties' ability to satisfy certain closing conditions, including the receipt of governmental approvals; (xv) the risk that the benefits of the potential transaction with Recall, including potential cost synergies and other synergies (including tax synergies), may not be fully realized or may take longer to realize than expected; (xvi) the impact of the transaction with Recall on third-party relationships; (xvii) actions taken by either Iron Mountain or Recall; and (xviii) changes in regulatory, social and political conditions, as well as general economic conditions. Additional risks and factors that may affect results are set forth in Iron Mountain's filings with the SEC, including the Iron Mountain Annual Report, the Iron Mountain May 7th Current Report and the Iron Mountain Quarterly Report on Form 10-Q, as well as Recall's filings with the ASX, including Recall's Annual Report for the fiscal year ended June 30, 2015.

Table of Contents

**THE SPECIAL MEETING**

**Date, Time and Place**

The special meeting of Iron Mountain stockholders will take place at [\*\*\*\*\*] a.m., local time, on [\*\*\*\*\*], 2015, at [\*\*\*\*\*].

**Purpose**

At the special meeting, the holders of Iron Mountain's common stock, par value \$0.01 per share, will be asked to consider and vote upon the following two proposals:

1. the Transaction Proposal and
2. to approve one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies if there are insufficient votes at the time of the special meeting to approve the Transaction Proposal.

**Board Recommendation**

After determining that it is advisable and in the best interests of Iron Mountain and its stockholders to consummate the Transaction as contemplated by the Transaction Agreement, Iron Mountain's board of directors unanimously authorized, approved, and declared advisable the issuance of shares of Iron Mountain common stock. Accordingly, Iron Mountain's board of directors unanimously recommends that Iron Mountain's stockholders vote "**FOR**" each of the foregoing proposals.

The Iron Mountain stockholders can cast separate votes on each proposal.

There are certain risks associated with the Transaction. See "*Risk Factors*" beginning on page 49 of this proxy statement for more information regarding such risks. Iron Mountain stockholders should carefully read this proxy statement in its entirety for more detailed information concerning the Transaction. In particular, Iron Mountain stockholders are directed to the Transaction Agreement, which is attached as Annex A to this proxy statement.

**Record Date; Outstanding Shares; Shares Entitled to Vote**

Iron Mountain's board of directors has fixed the close of business on [\*\*\*\*\*], 2015 as the record date for determination of stockholders entitled to notice of, and to vote at, the special meeting. Only stockholders of record of shares of Iron Mountain common stock as of the close of business on the record date will receive notice of, and be entitled to vote at, the special meeting and any adjournments, postponements or continuations of the special meeting.

As of the close of business on the record date for the special meeting, there were [\*\*\*\*\*] shares of Iron Mountain common stock outstanding and held by approximately [\*\*\*\*\*] holders of record. Each stockholder is entitled to one vote at the special meeting for each share of Iron Mountain common stock held by that stockholder at the close of business on the record date. Iron Mountain's common stock is the only security the holders of which are entitled to notice of, and to vote at, the special meeting.

If you own shares that are registered in the name of someone else, such as a broker, bank or other nominee, you need to direct that organization to vote those shares or obtain an authorization from them and vote the shares yourself at the meeting.

Table of Contents**Quorum**

The holders of issued and outstanding shares of Iron Mountain common stock which represent a majority of the votes entitled to be cast at the special meeting, present in person or represented by proxy, will constitute a quorum for the transaction of business at the special meeting. A quorum must be present in order for the vote on the Transaction Proposal. It is important that Iron Mountain stockholders vote promptly so that their shares are counted toward the quorum.

Abstentions will be counted for purposes of determining the presence of a quorum at the special meeting but will not be considered as votes cast. Banks, brokers and other nominees that hold their customers' shares in street name may not vote their customers' shares on "non-routine" matters without instructions from their customers. As each of the proposals to be voted upon at the special meeting is considered "non-routine," such organizations do not have discretion to vote on any proposal for which they do not receive instructions from their customers (this is referred to in this context as a "broker non-vote"). As a result, if you fail to provide your broker, bank or other nominee with any instructions regarding how to vote your shares, your shares will not be considered present at the special meeting, will not be counted for purposes of determining the presence of a quorum and will not be voted on either of the proposals. If you provide instructions to your broker, bank or other nominee which indicate how to vote your shares with respect to a proposal but not with respect to the other proposal, your shares will be considered present at the special meeting and be counted for purposes of determining the presence of a quorum but will not be voted with respect to the other proposal.

Iron Mountain may seek to adjourn the special meeting if a quorum is not present at the meeting.

**Security Ownership of Certain Beneficial Owners and Management**

The following table reflects certain information known to Iron Mountain as to Iron Mountain common stock beneficially owned by: (i) each current director, (ii) each named executive officer, (iii) all current directors and executive officers of Iron Mountain as a group, and (iv) each stockholder known by Iron Mountain to be the beneficial owner of more than 5% of Iron Mountain common stock. Such information is presented as of March 31, 2015, except as otherwise noted. It is expected that Iron Mountain's directors and executive officers will vote **"FOR"** each of the proposals.

Name and Addresses(2)	Amount of Beneficial Ownership(1)	
	Shares	Percent Owned
<b>Directors and Named Executive Officers</b>		
Jennifer Allerton(3)	2,889	*
Ted R. Antenucci(4)	9,786	*
Pamela M. Arway(5)	4,728	*
Clarke H. Bailey(6)	228,906	*
Ernest W. Cloutier(7)	240,196	*
Kent P. Dauten(8)	2,315,729	1.1%
Roderick Day(9)	54,027	*
Paul F. Deninger(10)	45,607	*
Marc A. Duale(11)	65,774	*
Per-Kristian Halvorsen(12)	13,524	*
William L. Meaney(13)	310,023	*
Walter C. Rakowich(14)	138	*
John Tomovcsik(15)	62,797	*
Alfred J. Verrecchia(16)	29,934	*
All directors and executive officers as a group(17)	3,537,956	1.7%



Table of Contents

Name and Addresses(2)	Amount of Beneficial Ownership(1)	
	Shares	Percent Owned
<b>Five Percent Stockholders:</b>		
The Vanguard Group(18)	26,267,170.00	12.5%
Capital World Investors(19)	24,940,333.00	11.8%
Vincent J. Ryan(20)	15,894,566.85	7.6%
Blackrock Inc.(21)	12,080,477.00	6.2%
Parnassus Investments(22)	10,556,778.00	5.0%

\*

Less than 1%

- (1) Except as otherwise indicated, the persons named in the table above have sole voting and investment power with respect to all shares of Iron Mountain common stock shown as beneficially owned by them.
- (2) Unless specified otherwise, the address of each of Iron Mountain's directors and named executive officers is c/o Iron Mountain Incorporated, One Federal Street, Boston, Massachusetts 02110.
- (3) Ms. Allerton is a director of Iron Mountain. Consists of 2,889 Restricted Stock Units, or RSUs, that vested within 60 days of March 31, 2015. Each RSU represents a contingent right to receive one share of Iron Mountain common stock.
- (4) Mr. Antenucci is a director of Iron Mountain. Does not include: (1) the 4,728 unvested shares of phantom stock previously reported on Forms 4 filed with the SEC as of March 31, 2015 that vested within 60 days of March 31, 2015 or (2) the 10,074.5355 vested shares of phantom stock previously reported on Forms 4 filed with the SEC as of March 31, 2015. Shares of phantom stock, or the Phantom Stock, have been acquired pursuant to the Iron Mountain Incorporated Directors Deferred Compensation Plan, or the DDCP, and each share of Phantom Stock is the economic equivalent of one share of Common Stock.
- (5) Ms. Arway is a director of Iron Mountain. Consists of 4,728 RSUs that vested within 60 days of March 31, 2015.
- (6) Mr. Bailey is a director of Iron Mountain. Includes 12,409 shares held by the Clarke H. Bailey GST Trust for the benefit of Trent S. Bailey and 12,409 shares held by the Clarke H. Bailey GST Trust for the benefit of Turner H. Bailey. Includes 52,494 shares that Mr. Bailey had the right to acquire pursuant to exercisable options or options that were exercisable within 60 days of March 31, 2015. Does not include: (1) the 4,728 unvested shares of Phantom Stock previously reported on Forms 4 filed with the SEC as of March 31, 2015 that vested within 60 days of March 31, 2015 or (2) the 14,427.66 vested shares of Phantom Stock previously reported on Forms 4 filed with the SEC as of March 31, 2015.
- (7) Mr. Cloutier is executive vice president, U.S. federal, security and legal of Iron Mountain. Includes 212,715 shares that Mr. Cloutier had the right to acquire pursuant to exercisable options or options that were exercisable within 60 days of March 31, 2015.
- (8) Mr. Dauten is a director of Iron Mountain. Consists of 2,268,279 shares held in a joint securities account, 42,722 shares that Mr. Dauten had the right to acquire pursuant to exercisable options or options that were exercisable within 60 days of March 31, 2015 and 4,728 RSUs that vested within 60 days of March 31, 2015.
- (9) Mr. Day is executive vice president, chief financial officer of Iron Mountain. Includes 41,211 shares that Mr. Day had the right to acquire pursuant to exercisable options or options that were exercisable within 60 days of March 31, 2015.

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

- (10) Mr. Deninger is a director of Iron Mountain. Includes 13,390 shares that Mr. Deninger had the right to acquire pursuant to exercisable options or options that were exercisable within 60 days of March 31, 2015 and 4,728 RSUs that vested within 60 days of March 31, 2015.
- (11) Mr. Duale is president, Iron Mountain International. Includes 20,101 shares that Mr. Duale had the right to acquire pursuant to exercisable options or options exercisable within 60 days of March 31, 2015.
- (12) Mr. Halvorsen is a director of Iron Mountain. Includes 4,728 RSUs that vested within 60 days of March 31, 2015. Does not include the 13,200.3055 vested shares of Phantom Stock previously reported on Forms 4 filed with the SEC as of March 31, 2015.
- (13) Mr. Meaney is CEO and a director of Iron Mountain. Includes 282,903 shares that Mr. Meaney had the right to acquire pursuant to exercisable options or options exercisable within 60 days of March 31, 2015.
- (14) Mr. Rakowich is a director of Iron Mountain. Does not include: (1) the 4,728 unvested shares of Phantom Stock previously reported on Forms 4 filed with the SEC as of March 31, 2015 that vested within 60 days of March 31, 2015 or (2) the 4,699.557 vested shares of Phantom Stock previously reported on Forms 4 filed with the SEC as of March 31, 2015.
- (15) Mr. Tomovcsik is executive vice president & general manager, records and information management of Iron Mountain. Includes 37,584 shares that Mr. Tomovcsik had the right to acquire pursuant to exercisable options or options exercisable within 60 days of March 31, 2015.
- (16) Mr. Verrecchia is a director of Iron Mountain. Includes 18,290 shares that Mr. Verrecchia had the right to acquire pursuant to exercisable options or options exercisable within 60 days of March 31, 2015. Does not include: (1) the 4,728 unvested shares of Phantom Stock previously reported on Forms 4 filed with the SEC as of March 31, 2015 that vested within 60 days of March 31, 2015 or (2) the 10,913.659 vested shares of Phantom Stock previously reported on Forms 4 filed with the SEC as of March 31, 2015.
- (17) Includes 814,197 shares that directors and executive officers had the right to acquire pursuant to exercisable options or options exercisable within 60 days of March 31, 2015.
- (18) This information is as of December 31, 2014 and is based solely on a Schedule 13G/A filed by The Vanguard Group with the SEC on February 10, 2015, or The Vanguard Group Schedule 13G. In accordance with the disclosures set forth in The Vanguard Group Schedule 13G, The Vanguard Group reports sole voting power over 320,699 shares and sole dispositive power over 25,971,363 shares. The percent owned is based on the calculation provided by The Vanguard Group in The Vanguard Group Schedule 13G. Based on the information provided in The Vanguard Group Schedule 13G, the address of The Vanguard Group is 100 Vanguard Boulevard, Malvern, Pennsylvania 19355.
- (19) This information is as of December 31, 2014 and is based solely on a Schedule 13G/A filed by Capital World Investors with the SEC on February 13, 2015, or the Capital World Investors Schedule 13G/A. In accordance with the disclosures set forth in the Capital World Investors Schedule 13G/A, Capital World Investors reports sole voting power and sole dispositive power over 24,940,333 shares. The percent owned is based on the calculation provided by Capital World Investors in the Capital World Investors Schedule 13G/A. Based on the information provided in the Capital World Investors Schedule 13G/A, the address of Capital World Investors is 333 South Hope Street, Los Angeles, California 90071.
- (20) This information is as of December 31, 2014 and is based solely on a Schedule 13G/A filed by Mr. Vincent J. Ryan with the SEC on February 13, 2015, or the Ryan Schedule 13G/A. Mr. Ryan is a former director of Iron Mountain who retired from the Iron Mountain board of directors



Table of Contents

effective November 1, 2014. In accordance with the disclosures set forth in the Ryan Schedule 13G/A, Mr. Ryan reports sole voting power over 9,617,614.366 shares and sole dispositive power over 12,373,651.236 shares. The percent owned is based on the calculation provided by Mr. Ryan in the Ryan Schedule 13G/A. Based on the information provided in the Ryan Schedule 13G/A, the address of Mr. Ryan is c/o Schooner Capital LLC, 60 South Street, Suite 1120, Boston, Massachusetts 02111.

(21)

This information is as of December 31, 2014 and is based solely on a Schedule 13G filed by Blackrock, Inc. with the SEC on February 2, 2015, or the Blackrock Schedule 13G. In accordance with the disclosures set forth in the Blackrock Schedule 13G, Blackrock, Inc. reports sole voting power over 10,579,530 shares and sole dispositive power over 12,080,477 shares. The percent owned is based on the calculation provided by Blackrock, Inc. in the Blackrock Schedule 13G. Based on the information provided in the Blackrock Schedule 13G, the address of Blackrock, Inc. is 55 East 52nd Street, New York, NY 10022.

(22)

This information is as of December 31, 2014 and is based solely on a Schedule 13G filed by Parnassus Investments with the SEC on February 12, 2015, or the Parnassus Schedule 13G. In accordance with the disclosures set forth in the Parnassus Schedule 13G, Parnassus Investments reports sole voting power and sole dispositive power over 10,556,778 shares. The percent owned is based on the calculation provided by Parnassus Investments in the Parnassus Schedule 13G. Based on the information provided in the Parnassus Schedule 13G, the address of Parnassus Investments is 1 Market Street, Suite 1600, San Francisco, CA 94105.

**Required Vote**

Assuming a quorum is present at the special meeting, approval of the Transaction Proposal will require the affirmative vote of a majority of the shares of Iron Mountain's common stock properly cast on the proposal at the special meeting. An abstention from voting on this proposal will have no effect on the outcome of the vote on this proposal. If you fail to submit a proxy and do not attend the special meeting in person, or if you fail to provide instructions to your broker, bank or other nominee to vote on your behalf, your shares will not affect whether this proposal is approved.

Approval of one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies in favor of the Transaction Proposal, will require the affirmative vote of the holders of a majority of the shares of Iron Mountain's common stock properly cast on the proposal at the special meeting. An abstention from voting on this proposal will have no effect on the outcome of the vote on this proposal. If you fail to submit a proxy and do not attend the special meeting in person, or if you fail to provide instructions to your broker, bank or other nominee to vote on your behalf, your shares will not affect whether these proposals are approved.

**Voting by Proxy**

This proxy statement is being sent to you on behalf of Iron Mountain's board of directors for the purpose of requesting that you allow your shares of Iron Mountain common stock to be represented at the special meeting by the persons named in the enclosed proxy card. All shares of Iron Mountain common stock represented at the meeting by properly executed proxy cards, voted over the telephone or voted over the Internet will be voted in accordance with the instructions indicated on those proxies. If you sign and return a proxy card without giving voting instructions, your shares will be voted as follows:

**"FOR"** approval of the Transaction Proposal and

Table of Contents

"FOR" approval of one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies if there are insufficient votes at the time of the special meeting to approve the Transaction Proposal.

**How to Vote**

Whether or not you plan to attend the special meeting in person, you should submit your proxy as soon as possible.

If you own shares of Iron Mountain common stock in your own name, you are an owner or holder of record. This means that you may use the enclosed proxy card or the Internet or telephone voting options to tell the persons named as proxies how to vote your shares of Iron Mountain common stock. You have four voting options:

*In Person.* To vote in person, come to the special meeting and you will be able to vote by ballot. To ensure that your shares are voted at the special meeting, Iron Mountain's board of directors recommends that you submit a proxy even if you plan to attend the special meeting.

*Mail.* To vote using the enclosed proxy card, simply complete, sign and date the enclosed proxy card and return it promptly in the enclosed return envelope. If you return your signed proxy card to Iron Mountain before the special meeting, Iron Mountain will vote your shares as you direct.

*Telephone.* To vote by telephone, dial the toll-free telephone number located on the enclosed proxy card using a phone and follow the recorded instructions. You will be asked to provide the company number and control number from the enclosed proxy card. Your vote must be received by 11:59 pm (eastern U.S. time) on [\*\*\*\*\*], 2015 to be counted.

*Internet.* To vote over the Internet, go to the web address located on the enclosed proxy card to complete an electronic proxy card. You will be asked to provide the company number and control number from the enclosed proxy card. Your vote must be received by 11:59 pm (eastern U.S. time) on [\*\*\*\*\*], 2015 to be counted.

If your shares of common stock are held in "street name" by your broker, bank or other nominee, you should have received a voting instruction form, as well as voting instructions with these proxy materials from that organization rather than from Iron Mountain. Your broker, bank or other nominee will vote your shares only if you provide instructions to that organization on how to vote. You should provide your broker, bank or other nominee with instructions regarding how to vote your shares by following the enclosed instructions provided by that organization. Your shares will not be voted with respect to any proposal for which you fail to provide instructions, which will have no effect on the approval of the proposals.

The Internet and telephone voting options available to holders of record are designed to authenticate stockholders' identities, to allow stockholders to give their proxy voting instructions and to confirm that these instructions have been properly recorded. Proxies submitted over the Internet or by telephone through such a program must be received by 11:59 pm (eastern U.S. time) on [\*\*\*\*\*], 2015. Submitting a proxy will not affect your right to vote in person if you decide to attend the special meeting.

**Revoking Your Proxy**

Your grant of a proxy on the enclosed proxy card or through one of the alternative methods discussed above does not prevent you from voting in person or otherwise revoking your proxy at any

Table of Contents

time before it is voted at the special meeting. If your shares of Iron Mountain common stock are registered in your own name, you may revoke your proxy in one of the following ways:

by submitting another proxy card bearing a later date and mailing it so that it is received before the special meeting;

by submitting another proxy using the Internet or telephone voting procedures; or

by attending the special meeting and voting in person, although simply attending the meeting will not revoke your proxy, as you must deliver a notice of revocation or vote at the special meeting in order to revoke a prior proxy.

Your last vote is the vote that will be counted.

If you have instructed a broker, bank or other nominee to vote your shares, you must follow the directions received from your broker, bank or other nominee if you wish to change your vote.

**Voting in Person at the Special Meeting**

All stockholders of record may vote their shares in person by attending the special meeting and submitting the ballot that will be provided there. If your shares are held in "street name," you may vote in person at the special meeting if you have a document known as a "legal proxy" from the holder of record. You will need to ask the broker, bank or other nominee holding your shares for a legal proxy and bring the legal proxy with you to the special meeting. If your shares are held in "street name", you will not be able to vote your shares at the meeting without a legal proxy. If you request a legal proxy, any previously executed proxy will be revoked, and your vote will not be counted unless you appear at the special meeting and vote in person or legally appoint another proxy to vote on your behalf.

**Adjournments and Postponements**

Although it is not currently expected, the special meeting may be adjourned or postponed to a later date. Any adjournment or postponement to a date not more than 30 days after the date originally fixed for the special meeting may be made without notice, other than by an announcement made at the special meeting of the time and place of the adjourned meeting. Any adjournment or postponement to a date more than 30 days after the date originally fixed for the special meeting will require that notice of the hour, date and place of the adjourned meeting be given to Iron Mountain's stockholders entitled to vote thereat. Any adjournment of the special meeting for the purpose of soliciting additional proxies will allow Iron Mountain's stockholders who have already sent in their proxies to revoke them at any time before voting occurs at the special meeting as adjourned. See "*Proposal 2: Adjournment of Special Meeting*" beginning on page 135 of this proxy statement for more information about the proposal relating to adjournments of the special meeting.

**Householding**

Certain of Iron Mountain's stockholders who share an address are being delivered only one copy of this proxy statement unless Iron Mountain or one of its mailing agents has received contrary instructions. Upon the written or oral request of a stockholder at a shared address to which a single copy of this proxy statement was delivered, Iron Mountain will promptly deliver a separate copy of such document to the requesting stockholder. Written requests should be made to the Secretary of Iron Mountain Incorporated, One Federal Street, Boston, Massachusetts 02110, and oral requests may be made by calling Iron Mountain Investor Relations at (617) 535-8341.

In addition, Iron Mountain stockholders who wish to receive a separate copy of Iron Mountain's proxy statements and annual reports, if any, in the future should notify Iron Mountain either in writing

Table of Contents

addressed to the foregoing address or by calling the foregoing telephone number. Iron Mountain stockholders sharing an address who are receiving multiple copies of Iron Mountain's notice of Internet availability of proxy materials and/or proxy statements and annual reports may request delivery of a single copy of such documents by writing Iron Mountain at the address above or calling Iron Mountain at the telephone number above.

**Solicitation of Proxies**

Iron Mountain is soliciting proxies for the special meeting from Iron Mountain stockholders. Iron Mountain will bear the entire cost of soliciting proxies from Iron Mountain stockholders, including the expenses incurred in connection with the preparation of the proxy statement and its filing with the SEC. In addition to this mailing, Iron Mountain's directors, officers and employees, who will not receive any additional compensation for their services, may solicit proxies personally, electronically or by telephone. Arrangements also will be made with brokerage firms and other custodians, nominees and fiduciaries to forward proxy solicitation materials to the beneficial owners of Iron Mountain common stock held of record by those persons, and Iron Mountain will reimburse these brokerage firms, custodians, nominees and fiduciaries for related, reasonable out-of-pocket expenses they incur.

Iron Mountain has engaged Okapi Partners LLC to assist in the solicitation of proxies for the special meeting and will pay Okapi Partners LLC a fee of approximately \$[ • ], plus reimbursement of out-of-pocket expenses. The address of Okapi Partners LLC is 437 Madison Avenue 28th Floor, New York, New York 10022. You can call Okapi Partners LLC at 877-279-2311.

A list of stockholders entitled to vote at the special meeting will be open for examination by any Iron Mountain stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of ten days before the meeting at Iron Mountain's principal executive offices at One Federal Street, Boston, MA 02110, and at the time and place of the meeting during the entire time of the meeting.

**Other Business**

Iron Mountain does not expect that any matter other than the proposals listed above will be brought before the special meeting. If, however, other matters are properly brought before the special meeting, or any adjournment or postponement of the special meeting, the persons named as proxies will vote in accordance with their judgment.

**Assistance**

If you need assistance in completing your proxy card or have questions regarding the various voting options with respect to the special meeting, please contact Iron Mountain's proxy solicitor, Okapi Partners LLC at 877-279-2311.

Table of Contents

**THE TRANSACTION**

*The following discussion contains important information relating to the Transaction. You are urged to read this discussion together with the Transaction Agreement and related documents attached as annexes to this proxy statement and incorporated herein by reference before voting on the issuance of Iron Mountain common stock in the Transaction, and the other proposal to be considered and voted upon at the special meeting.*

**Structure of the Transaction**

Iron Mountain and Recall are proposing to engage in a business combination under Australian corporate law, pursuant to which Iron Mountain Sub will acquire all of the outstanding ordinary shares of Recall, and Recall will thereby become a wholly-owned subsidiary of Iron Mountain Sub. As set forth in the Transaction Agreement, the business combination will be carried out in accordance with a scheme of arrangement to be submitted for approval by Recall shareholders and the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall).

Subject to the terms and conditions set forth in the Transaction Agreement, after the Effective Time of the Scheme and upon the completion of the Transaction, each outstanding ordinary share of Recall will be transferred to Iron Mountain Sub in exchange for the Cash Supplement as well as either (1) 0.1722 of a newly issued share of Iron Mountain common stock or (2) the Cash Election. The Cash Election is subject to the Cash Election Cap (with preferential access to the Cash Election for up to the first 5,000 shares for each Recall shareholder who was a shareholder as of June 11, 2015 or such lower number as determined by the Recall board of directors if the number of priority shares would cause the Cash Election Cap to exceed A\$225,000) with any remaining Recall shares to be received as Iron Mountain common stock, in accordance with the exchange ratio, per each Recall share as of the record date for the Transaction. Amounts paid to Recall shareholders that represent the Cash Supplement are excluded from the calculation of the Cash Election Cap. As a result of the Transaction, Recall will become a wholly-owned subsidiary of Iron Mountain Sub.

The Transaction will be accounted for using the acquisition method of accounting in accordance with ASC 805 under U.S. GAAP, as described under " *Accounting Treatment*" beginning on page 86 of this proxy statement.

The Transaction is expected to be completed in the first half of 2016 subject to satisfaction or waiver of the various closing conditions set forth in the Transaction Agreement. See "*The Transaction Agreement, Scheme and Deed Poll Conditions Precedent to the Scheme*" beginning on page 116 of this proxy statement for more information regarding the conditions to closing the Transaction.

**Background of the Transaction**

On August 17, 2011, Brambles publicly announced its plan to sell Recall, its information management business. On October 4, 2011, Iron Mountain's general counsel contacted Brambles' general counsel to explore the possibility of Iron Mountain participating in Brambles' process to sell Recall. Several weeks later (but prior to the commencement of any discussions with Iron Mountain about a Recall sale), on November 9, 2011, Brambles' general counsel informed Iron Mountain's general counsel that due to Brambles' desire to quickly complete a transaction, Iron Mountain would not be included in the Recall sale process. On June 4, 2012, Brambles publicly announced that, following an extensive process, it had determined not to sell Recall.

In February 2013, Iron Mountain and Birch Hill Equity Partners Management Inc. ("Birch Hill") engaged in several discussions regarding the possibility of Iron Mountain purchasing certain assets of Recall in the event Birch Hill were able to successfully acquire certain Recall assets from Brambles. However, there were no discussions between Brambles and Iron Mountain at such time.



Table of Contents

In April 2013, Birch Hill contacted Iron Mountain and informed them that Brambles had decided to spin-off Recall unless it was able to attract a certain valuation for Recall in a sale. Iron Mountain had no further discussions with Birch Hill regarding the acquisition of certain assets of Recall.

On December 18, 2013, Brambles implemented the Demerger of Recall by way of a court approved scheme of arrangement. As a result of the Demerger, Recall was separately listed on the ASX and was no longer a part of Brambles.

On April 25, 2014, Iron Mountain's chief executive officer and Recall's chief executive officer had a brief in-person meeting. The meeting was introductory and the possibility of a potential transaction involving Iron Mountain and Recall was briefly mentioned, but no details regarding a potential transaction were discussed.

On June 27, 2014, Iron Mountain's general counsel and Recall's general counsel held an introductory meeting in Boston and discussed issues relating to the industry and Iron Mountain and Recall. The possibility of a potential transaction involving Iron Mountain and Recall was briefly mentioned, but not discussed.

On July 25, 2014, Iron Mountain's chief executive officer and Recall's chief executive officer met in Chicago for dinner. During dinner the possibility of a potential transaction involving Iron Mountain and Recall was briefly mentioned and Iron Mountain's chief executive officer and Recall's chief executive officer agreed to meet in Sydney in August to further discuss.

In late August 2014, Iron Mountain's chief executive officer traveled to Sydney, Australia for an investor meeting. During such visit, Iron Mountain's chief executive officer met with Recall's chief executive officer for dinner on August 27, 2014 and discussed a potential transaction. Iron Mountain's chief executive officer stated that Iron Mountain would consider the possibility of a potential transaction further and revisit the issue with Recall in the future.

On September 30, 2014, in response to market rumors regarding potential discussions between the parties with respect to a business combination transaction, Recall issued a press release stating that it was not engaged in discussions with Iron Mountain or any other potential buyer. Iron Mountain declined to comment on the market speculation of a potential transaction. Following Recall's issuance of the press release, Iron Mountain's chief executive officer called Recall's chief executive officer to inform him that Iron Mountain was considering the possibility of a transaction, but did not intend to engage with Recall before November 2014.

On October 13, 2014, Iron Mountain's board of directors held a meeting, which included representatives of Weil, Gotshal and Manges LLP ("Weil") and Sullivan & Worcester LLP ("S&W"), Iron Mountain's legal counsel, Minter Ellison LLP, Iron Mountain's Australian legal counsel ("Minter Ellison") and Goldman Sachs, Iron Mountain's financial advisor. At this meeting, Iron Mountain's chief executive officer discussed a potential acquisition of Recall with the Iron Mountain board of directors. Iron Mountain's chief executive officer reviewed a preliminary analysis of a potential acquisition that had been undertaken to date, as well as the various areas where more information would be needed. At the conclusion of this meeting, the Iron Mountain board of directors authorized management to engage outside advisors (including legal, financial, tax and accounting) specifically to assist Iron Mountain in its evaluation of the potential transaction. The Iron Mountain board of directors also specifically authorized management to enter into an engagement letter with Goldman Sachs to provide financial advisory services to Iron Mountain and the Iron Mountain board of directors in connection with a potential transaction with Recall. The Company engaged Goldman Sachs to serve as its exclusive financial advisor in connection with the Transaction based on Goldman Sachs' experience in merger and acquisition transactions, its industry knowledge and other relevant factors.

In the following weeks, Goldman Sachs prepared a preliminary financial overview of Recall and a potential acquisition. On October 20, 2014, the finance committee of the Iron Mountain board of

Table of Contents

directors, whose duties include the review of strategic investments and dispositions, including acquisitions and divestitures, held a meeting, which included representatives of Goldman Sachs. At this meeting Goldman Sachs presented preliminary perspectives on a potential transaction with Recall relating to valuation, costs and REIT compliance.

On October 27, 2014, the finance committee of the Iron Mountain board of directors met again. At that meeting, representatives from Goldman Sachs presented a preliminary financial overview of Recall and the potential acquisition and reviewed, among other things, various scenarios surrounding the potential transaction and the potential benefits and considerations.

The Iron Mountain board of directors held meetings on October 28, 2014 and October 29, 2014, which included Iron Mountain's management and representatives from Weil, S&W and Goldman Sachs, to discuss the next steps for evaluating a potential transaction involving Recall. The discussion of the Iron Mountain board of directors included a review of the potential structures, considerations for pursuing various alternatives, the potential benefits to Iron Mountain and Recall shareholders and a strategy for moving forward. The discussion also included a presentation from Weil regarding the regulatory approvals that would be required in the transaction. Following this presentation, the Iron Mountain board of directors discussed Recall, as well as the benefits and risks of pursuing the proposed transaction in the near, medium and long term. Ultimately, the Iron Mountain board of directors authorized Iron Mountain's management to explore alternatives to a transaction with Recall and to continue to evaluate a potential transaction with Recall. In addition, the Iron Mountain board of directors authorized management to engage Recall in negotiations with an initial purchase price not to exceed A\$7.00 per share with a minimum 50% of the transaction consideration to be paid in shares of Iron Mountain common stock and to determine allocation of risk and process for due diligence and information sharing with Recall.

Throughout the fall of 2014, Iron Mountain and its advisors continued to evaluate a potential transaction with Recall with its advisors, including assessing Iron Mountain's pro forma leverage following a potential transaction, potential sources of debt and equity financing and alternative forms and mix of consideration that could be used to acquire Recall. Iron Mountain engaged in preliminary discussions and entered into non-disclosure agreements with several private debt and equity capital sources during November and December 2014.

In late November 2014, Iron Mountain's chief executive officer and Recall's chief executive officer spoke briefly about a potential acquisition of Recall by Iron Mountain. However, no discussion took place regarding the terms of any such potential offer.

In early December 2014, Iron Mountain, with its advisors, began to finalize the terms of a potential offer to Recall. The terms were reflected in a letter to Recall that included an initial offer consisting of a combination of cash and shares of Iron Mountain common stock valued at approximately A\$2,147,000, or A\$6.75 per Recall share. This offer gave Recall shareholders the right to receive A\$333,000 in cash and the equivalent of A\$1,814,000 in shares of Iron Mountain common stock. In addition, Iron Mountain proposed giving Recall shareholders the option to elect to receive all or a portion of the consideration in cash or shares of Iron Mountain common stock subject to a proration mechanism that would cap the total amount of cash consideration to be paid to Recall shareholders at A\$333,000.

On December 5, 2014, Iron Mountain's chief executive officer met with Recall's chief executive officer and Recall's chairman to discuss the potential transaction. At the meeting, Iron Mountain's chief executive officer presented Recall's chief executive officer with a draft unsigned proposal letter outlining these terms and explained the basis for Iron Mountain's offer. Recall's chief executive officer expressed his disapproval of the offer price and valuation and asserted that Iron Mountain underestimated the synergies created by a transaction.

Table of Contents

On December 10, 2014, following discussions between Iron Mountain's chief executive officer and Recall's chief executive officer, Iron Mountain sent Recall's chief executive officer a signed offer letter, increasing the offer price to A\$7.00 per Recall share. On December 15, 2014, Recall issued a press release announcing its rejection of Iron Mountain's offer. The press release stated that the Iron Mountain proposal did not reflect the significant and unique value creation that a combination of the two companies would generate and included the potential synergies and accretion and the range of value sharing that Recall believed should be taken into account, as well as the Recall board's reasons for rejecting the offer. Later that day, Iron Mountain issued a press release in response confirming the offer to acquire Recall for a price of A\$7.00 per Recall share. The press release disclosed the key economic terms of Iron Mountain's offer and urged Recall to allow the full due diligence necessary for Iron Mountain to determine whether an increase in offer price was justified.

In late January and February 2015, Goldman Sachs engaged in periodic discussions with Recall's financial advisors regarding considerations relating to a potential transaction.

On February 6, 2015, the Iron Mountain board of directors met and authorized management to re-engage Recall in further negotiations with an increased proposed purchase price and Iron Mountain's general counsel and Recall's general counsel had a conversation on February 7, 2015, regarding Iron Mountain's suggestion that the parties enter into a non-disclosure agreement in order to facilitate Iron Mountain's review of Recall's expected earnings release. Over the next several weeks Iron Mountain and Recall began to negotiate the terms of a potential acquisition by way of a court approved scheme of arrangement.

On February 12, 2015, the chief executive officers and general counsels of Iron Mountain and Recall met in New York to discuss possible terms of a transaction. During that meeting, Iron Mountain delivered an outline of a proposal describing, in a high level manner, some key terms for the potential transaction to Recall. The outline provided for an all-stock offer with a fixed exchange ratio of 0.1678 of a share of Iron Mountain common stock for each Recall ordinary share with a cash option and cash pool capped at A\$404,000. The outline also contemplated a reverse termination fee payable by Iron Mountain if regulatory approval could not be obtained (equal to 2% of total transaction value) and a termination fee (equal to 1% of total transaction value) payable by Recall if, among other things, Recall terminated the definitive transaction agreement to enter into a superior proposal. The meeting concluded without an agreement being reached.

The following day, on February 13, 2015, Recall's chief executive officer sent Iron Mountain's chief executive officer a revised term sheet. Recall's term sheet provided for an offer price of A\$8.50 per Recall share, including a cash option, which was to be capped at A\$404,000. In addition, Recall requested that Iron Mountain pay a 1% termination fee in the event the Iron Mountain board of directors did not support the transaction or changed its recommendation to Iron Mountain stockholders. Recall also requested a separate termination fee (the value of which was to be determined at a later date) in the event Iron Mountain was unable to obtain regulatory clearance. Finally, Recall asked that Iron Mountain commit to significant divestitures in order to obtain regulatory clearance and commit to litigate any regulatory attempt to restrain the potential transaction.

On February 17, 2015, Recall circulated a further revised term sheet in response to Iron Mountain's February 12, 2015 proposal. The term sheet set forth an all-stock transaction with a fixed exchange ratio valued at A\$8.50 per Recall share based on Iron Mountain's closing stock price and the Australian dollar to U.S. dollar exchange rate, each as of February 17, 2015. Recall's term sheet maintained the A\$404,000 cash option and proposed that Iron Mountain commit to greater divestitures in order to obtain the necessary antitrust approvals, including a commitment to divest assets accounting for up to US\$20,000 in revenues with respect to the records management business in the United States and Canada and a commitment to divest whatever assets were necessary to obtain regulatory approvals with respect to all other business lines worldwide and the records management business in all

Table of Contents

jurisdictions other than the United States and Canada. Recall also proposed that Iron Mountain pay a reverse termination fee equal to 3% of the transaction's equity value if the transaction did not close because of a failure to obtain regulatory clearance. Finally, Recall proposed a brief due diligence review limited to high level financial due diligence and tax considerations.

After receiving the February 17, 2015 term sheet, Iron Mountain continued to negotiate the terms of the proposed transaction with Recall, including the exchange ratio pursuant to which the Recall ordinary shares would be converted to shares of Iron Mountain common stock, competition approvals and the other terms and conditions of the definitive transaction agreement.

On February 18 and 19, 2015, Iron Mountain's board of directors held a regularly scheduled meeting to discuss certain issues relating to the management and operation of Iron Mountain's business, and Iron Mountain's management provided an update to the board regarding recent discussions with Recall relating to a potential transaction during the meeting.

On February 25, 2015, Iron Mountain delivered a revised term sheet to Recall. Iron Mountain stated it was willing to divest assets accounting for up to US\$20,000 in revenues in the aggregate to obtain regulatory clearance with respect to the records management business in the United States and Canada. Iron Mountain also was willing to divest any record management business assets necessary to obtain regulatory clearance in Australia. Iron Mountain proposed a commitment to divest assets totaling up to US\$10,000 in revenue for all other business lines worldwide and the records management business in all jurisdictions other than the United States, Canada and Australia. In addition, Iron Mountain reduced the proposed reverse termination fee in the event that that transaction did not close due to failure to obtain required regulatory clearance to 2.5% of the proposed transaction's equity value. Iron Mountain also requested that Recall allow for a longer, more comprehensive due diligence process.

Shortly after Iron Mountain sent the February 25, 2015 revised term sheet, Recall's chief executive officer and Iron Mountain's chief executive officer spoke. Recall's chief executive officer noted that, in his view, the February 25, 2015 revised term sheet included materially different terms from those previously discussed between the parties that were unacceptable to Recall. During the discussion, Iron Mountain's chief executive officer informed Recall's chief executive officer that in light of a decline in Iron Mountain's stock price during the week of February 16, 2015, the transaction as negotiated was no longer possible given Iron Mountain's current stock price and that absent an agreement on an acceptable exchange ratio, Iron Mountain would need to pursue other opportunities.

On April 15, 2015, Iron Mountain's chief executive officer and Recall's chief executive officer had a chance meeting in Sydney, Australia, when both chief executive officers were engaged in business matters unrelated to the potential transaction. On April 17, 2015, Recall's chief executive officer sent Iron Mountain's chief executive officer an e-mail regarding the acquisition of Recall for a fixed exchange ratio of 0.175 of a share of Iron Mountain common stock per Recall ordinary share.

On April 18, 2015, Iron Mountain contacted Owl Creek Asset Management LP ("Owl Creek"), an investor owning shares of both Iron Mountain and Recall that had previously contacted Iron Mountain regarding a potential transaction between Iron Mountain and Recall, as to whether Owl Creek would be interested in continuing discussions with respect to Recall and a potential transaction. Iron Mountain and Owl Creek entered into a non-disclosure agreement on April 18, 2015. Iron Mountain also contacted Deccan Value Investors L.P. ("Deccan") to discuss Recall. Deccan, which was Recall's largest single shareholder and also an investor in Iron Mountain, had previously contacted Iron Mountain regarding a potential transaction between Iron Mountain and Recall. Deccan, however, declined to enter into a non-disclosure agreement with Iron Mountain, and Iron Mountain limited future communications with Deccan to publicly available information.

Table of Contents

On April 19, 2015, Recall's chief executive officer informed Iron Mountain's chief executive officer that Recall would be willing to consider reducing the cash portion of the transaction consideration to facilitate reaching an agreement, provided that the total cash and stock consideration offered implied an offer value of A\$8.50 per share. That evening, Iron Mountain submitted a written revised offer in anticipation of Recall's upcoming board meeting scheduled to be held from April 21 to April 23, 2015, in Singapore. Pursuant to this written offer, Recall shareholders would be offered consideration of 0.1722 of a newly issued share of Iron Mountain common stock for each Recall ordinary share. Recall shareholders would also be offered the option to elect to receive alternative consideration of A\$8.50 in cash per Recall share, subject to a proration mechanism which would cap the total amount of cash consideration to be paid to Recall shareholders at A\$225,000. Iron Mountain also agreed to commit to the following potential divestitures, if required to obtain antitrust clearance: (i) with respect to the records management business in the United States and Canada, Iron Mountain would commit to divest assets accounting for up to US\$30,000 in revenues, in the aggregate, (ii) with respect to the records management business in Australia, Iron Mountain would commit to undertake divestitures in Australia as necessary to address any competition issues that might arise under Australian law and (iii) with respect to (a) all other business lines worldwide and (b) the records management business in all jurisdictions, other than the United States, Canada and Australia, Iron Mountain would commit to divest assets accounting for up to US\$10,000 in revenues in any one country and up to US\$30,000 in revenues in the aggregate. In addition, Iron Mountain proposed to pay a reverse break fee equal to 3% of the transaction equity value in the event that the transaction did not close as a result of the regulatory approval condition not being satisfied or waived, but all other conditions being satisfied as of the outside date, which would be 12 months from the date of execution of the definitive transaction agreement.

On April 23, 2015, following the conclusion of a meeting of the Recall board of directors, Recall submitted a counter-proposal agreeing in principle to Iron Mountain's proposed exchange ratio, but identifying certain timing, due diligence and antitrust matters as issues for further negotiation.

On April 25, 2015, the Iron Mountain board of directors convened a meeting to consider Recall's counter-proposal. In attendance at that meeting were members of Iron Mountain's management and representatives of Weil, Minter Ellison and Goldman Sachs. After reviewing Recall's counter-proposal and discussing certain changes to the counter-proposal proposed by Iron Mountain's management, the Iron Mountain board of directors (i) approved the transaction (as reflected in the counter-proposal as revised by Iron Mountain management), (ii) determined that entering into the transaction was advisable and in the best interests of Iron Mountain and its stockholders and (iii) authorized certain officers of Iron Mountain to negotiate the terms of the transaction agreement contemplated by the term sheet.

On April 26, 2015, Iron Mountain and Recall executed a non-disclosure agreement dated April 25, 2015 with a customary standstill provision.

On April 29, 2015 Iron Mountain and Recall announced that the parties had reached an agreement in principle and entered into the term sheet reflecting the transaction.

Following the April 29, 2015 announcement, Iron Mountain engaged in confirmatory due diligence with Recall, including meetings following members of management of Iron Mountain and Recall, which included presentations on sales and marketing, product and technology, finance, accounting, tax and human resources.

On May 13, 2015, representatives of Sidley Austin LLP ("Sidley") and Allens ("Allens"), Recall's U.S. and Australian legal counsel, respectively, delivered a draft of the Transaction Agreement to representatives of Iron Mountain. During the next three weeks, the parties, together with their legal counsel, negotiated the terms of the Transaction Agreement, including the deal protection provision, the size of the termination fee potentially payable, regulatory approvals, closing certainty and other matters.

Table of Contents

On May 26, 2015, Recall's chief executive officer called Iron Mountain's chief executive officer, and then sent an email with a proposal regarding a price of A\$8.50 per share implied offer value and the need for price protection in the form of a collar mechanism as a result of Iron Mountain's then current stock price resulting in an implied offer value of less than A\$8.50 per share. Iron Mountain's chief executive officer rejected this proposal.

On May 27, 2015, Recall's chairman sent a letter to Iron Mountain's chairman regarding the proposal, describing certain desired aspects of the communications plan relating to the proposal and providing additional detail relating to the form of price protection requested by Recall. On May 28, 2015, Iron Mountain's chairman responded to the May 27th letter sent by Recall's chairman, rejecting such proposal.

During the week of June 1, 2015, various discussions between the parties and the chief executive officers of Recall and Iron Mountain took place regarding price, price protection and other key terms (including with respect to tax considerations, due diligence, marketing strategy and announced accretion and synergy levels).

On June 3, 2015, Recall sent a summary proposal to Iron Mountain to resolve the remaining open issues in the Transaction Agreement, including the tax status of the transaction (but excluding price protection). Iron Mountain's chief executive officer spoke with Recall's chief executive officer via telephone shortly after the proposal was received by Iron Mountain. Iron Mountain's chief executive officer proposed either (i) structuring the transaction in a manner intended to qualify as a "reorganization" for United States federal income tax purposes or (ii) structuring the transaction in a manner intended to be treated as a fully taxable transaction for United States federal income tax purposes to Recall's shareholders but offering shareholders a special cash dividend of approximately A\$0.20 per share. Recall's chief executive officer reaffirmed the need for Recall to receive price protection in the form of a "collar" mechanism. Iron Mountain's chief executive officer informed Recall's chief executive officer that Iron Mountain would not agree to a "collar" mechanism. Recall's chief executive officer indicated that at least US\$0.50 per share of additional cash consideration was needed absent price protection and in light of the anticipated tax benefits to Iron Mountain as a result of the transaction.

Later that evening, the Iron Mountain board of directors convened a meeting to consider the terms of the proposed transaction. In attendance at such meeting were members of Iron Mountain's management and representatives of Weil. Iron Mountain's chief executive officer provided an update on the potential transaction, including with respect to the open points and issues being discussed by the parties. Iron Mountain's chief executive officer also updated the board of directors regarding the results of due diligence and described the parties' positions with respect to price protection, level of accretion and transaction structure for U.S. tax purposes. Representatives of Weil reviewed the key terms of the Transaction Agreement and described an illustrative transaction timeline and potential antitrust approval process relating to the potential transaction. Weil also again reviewed the Iron Mountain board of directors' fiduciary duties. The Iron Mountain board supported continuing negotiations with Recall regarding the potential transaction.

Iron Mountain and Recall engaged in several negotiations over the course of June 4 and 5, 2015 regarding price protection and the tax status of the potential transaction. Following such negotiations, the parties agreed, subject to Iron Mountain and Recall board approval, that, for Recall shareholders receiving stock consideration, in addition to receiving 0.1722 of a newly issued share of Iron Mountain common stock for each ordinary share of Recall, those shareholders also would receive US\$0.50 in cash for each Recall share and that the transaction would be structured as one intended to be treated as fully taxable to Recall's shareholders for United States federal income tax purposes.

Table of Contents

On June 4, 2015, representatives of Iron Mountain and Recall engaged in several discussions with Brambles with respect to the requirements of the tax matters agreement entered into by Recall and Brambles in connection with the Demerger, including the delivery by Recall of appropriate tax opinions to Brambles. Also on June 4, 2015, representatives of Iron Mountain and Brambles discussed Iron Mountain's intention to provide to Brambles a guaranty of Recall's obligations under the tax matters agreement and the Demerger deed. Iron Mountain provided a draft of the guaranty to Brambles, which Brambles stated could be finalized after signing.

On June 6, 2015, the Iron Mountain board of directors convened a special meeting to consider the terms of the proposed transaction. Also in attendance were members of Iron Mountain's management and representatives of Weil, Minter Ellison and Goldman Sachs. Representatives of Weil reviewed the key terms of the Transaction Agreement and the Iron Mountain board of directors' fiduciary duties. Representatives of Goldman Sachs reviewed its financial analyses of the aggregate consideration to be paid by a subsidiary of Iron Mountain pursuant to the Transaction Agreement, and then delivered to the Iron Mountain board of directors Goldman Sachs's oral opinion, subsequently confirmed in writing by delivery of a written opinion dated June 8, 2015, that, as of such date, based upon and subject to the factors, assumptions, considerations, limitations and other matters set forth in its written opinion, the aggregate consideration to be paid by a subsidiary of Iron Mountain pursuant to the Transaction Agreement was fair, from a financial point of view, to Iron Mountain. For more information about Goldman Sachs's opinion, see the section of this proxy statement below captioned " *Opinion of Financial Advisor to the Iron Mountain Board of Directors*" and Annex C to this proxy statement.

After discussing potential reasons for and against the Transaction (see below under the heading " *Iron Mountain's Reasons for the Transaction*"), the Iron Mountain board of directors unanimously approved the Transaction Agreement, the consummation of the Scheme and authorized execution of the Transaction Agreement.

On June 6 and June 7, 2015 Weil, Minter Ellison, Sidley and Allens, together with executives from Recall and Iron Mountain, engaged in numerous discussions in an effort to finalize the terms of the Transaction Agreement. On June 7, 2015, representatives of Iron Mountain and Recall met in Boston to finalize the terms of the Transaction Agreement and discuss and finalize communications plans for an announcement. In the early hours of June 8, 2015, the parties executed the Transaction Agreement. Following the execution of the Transaction Agreement, the parties issued a joint press release announcing the Transaction.

**Iron Mountain's Reasons for the Transaction**

In reaching its unanimous determination that it is advisable and in the best interests of Iron Mountain and its stockholders to complete the Transaction as contemplated by the Transaction Agreement and to recommend that Iron Mountain stockholders vote "**FOR**" the Transaction Proposal described in this proxy statement, Iron Mountain's board of directors consulted and received advice from its financial and legal advisors and from Iron Mountain's management and considered a number of factors, including the following material factors:

the Transaction will allow Iron Mountain stockholders to participate in the benefits of the combined company, including the future potential value of the combined company's marketed products and services;

the combination of Iron Mountain and Recall will provide substantial financial resources for the execution of near-term goals and further development of new products and services ;

the recent and historical market prices of Recall's common stock;

the Transaction is expected to generate substantial synergies, which Iron Mountain management estimates to equal \$15,000 in 2016, \$110,000 in 2017, \$140,000 in 2018 and \$155,000 once fully

Table of Contents

synergized. Estimates of potential synergies available through the Transaction are preliminary and may increase as ongoing analysis and refinement of synergies progresses. The synergies reflect the combined impact of estimated EBITDA gains from integration, tax benefits, value pass-through to customers, regulatory conditions and customer attrition, while excluding the impact of one-time integration expenses and costs to achieve synergies;

the Transaction is expected to generate accretion to adjusted EPS, FFO (Normalized) per share and AFFO. See " *Summary of Certain Financial Projections Provided to the Iron Mountain Board and Iron Mountain's Financial Advisors*" beginning on page 82 of this proxy statement for more information;

(i) the oral opinion of Goldman Sachs rendered to the board of directors of Iron Mountain on June 6, 2015 (subsequently confirmed in writing on June 8, 2015) in connection with its consideration of the Transaction to the effect that, as of the date of its opinion and subject to the factors, assumptions, considerations, limitations and other matters set forth in Goldman Sachs' written opinion (attached as Annex C to this proxy statement), the Aggregate Consideration (as defined in the written opinion) to be paid by a subsidiary of Iron Mountain pursuant to the Transaction Agreement was fair from a financial point of view to Iron Mountain and (ii) the financial analyses presented by Goldman Sachs to the board of directors of Iron Mountain in connection with the rendering of its opinion, all as more fully described below under the caption " *Opinion of Financial Advisor to the Iron Mountain Board of Directors*";

the Transaction will create a leading global provider of document storage and information management services;

the Transaction increases Iron Mountain's ability to penetrate the global market;

the Iron Mountain board of directors' and management's understanding of Recall's business and operations, and its current and historical results of operations, financial prospects and conditions;

Iron Mountain's proven management team will be combined with Recall's high-quality operations and talented employees;

Iron Mountain has a proven track record of achieving synergies;

Iron Mountain will have enhanced operational capabilities and geographic reach with a diversified business; and

the Iron Mountain board of directors' understanding of the current and prospective competitive space in the industries in which Iron Mountain and Recall operate.

In the course of its deliberations, Iron Mountain's board of directors also considered a variety of risks and other potentially negative factors related to the Transaction, including the following material factors:

the integration of Recall with Iron Mountain will subject Iron Mountain to liabilities that may exist at Recall;

Iron Mountain will incur significant transaction and combination-related costs in connection with the Transaction; and

the risk that the Transaction could be delayed or not completed, or that the Transaction Agreement could be terminated, each of which could negatively impact the price of Iron Mountain common stock and Iron Mountain's future business and operations.



Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

The foregoing discussion of the factors considered by Iron Mountain's board of directors is not intended to be exhaustive, but rather includes the material factors considered by the board. In reaching

Table of Contents

its decision that it is advisable and in the best interests of Iron Mountain and its stockholders to complete the Transaction as contemplated by the Transaction Agreement and to recommend that Iron Mountain stockholders vote "**FOR**" the Transaction Proposal set forth in this proxy statement, Iron Mountain's board of directors did not quantify, rank or otherwise assign relative weights to the factors considered and individual members of the board may have given different weight to different factors. Iron Mountain's board of directors based its decision on the totality of the information presented.

**Recommendations of the Iron Mountain Board of Directors**

After careful consideration, Iron Mountain's board of directors has determined that it is advisable and in the best interests of Iron Mountain and its stockholders to consummate the Transaction as contemplated by the Transaction Agreement. Accordingly, Iron Mountain's board of directors unanimously recommends that Iron Mountain's stockholders vote:

"**FOR**" approval of the Transaction Proposal; and

"**FOR**" approval of one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies if there are insufficient votes at the time of the special meeting to approve the Transaction Proposal.

**Opinion of Financial Advisor to the Iron Mountain Board of Directors**

*Opinion of Goldman Sachs & Co.*

At the special meeting of the Iron Mountain board of directors held on June 6, 2015 to consider the Transaction, Goldman Sachs rendered its oral opinion, subsequently confirmed in writing on June 8, 2015, to the effect that, as of the date of its opinion, and based upon and subject to the factors, assumptions, considerations, limitations and other matters set forth in Goldman Sachs' written opinion, the Aggregate Consideration (as defined in the written opinion) to be paid by a subsidiary of Iron Mountain pursuant to the Transaction Agreement for the outstanding fully paid ordinary shares of Recall was fair from a financial point of view to Iron Mountain.

**The full text of the written opinion of Goldman Sachs, dated June 8, 2015, which sets forth the assumptions made, procedures followed, matters considered, qualifications and limitations on the review undertaken in connection with the opinion, is attached to this proxy statement as Annex C. The summary of the Goldman Sachs opinion provided in this proxy statement is qualified in its entirety by reference to the full text of Goldman Sachs' written opinion. Goldman Sachs' advisory services and opinion were provided for the information and assistance of the board of directors of Iron Mountain in connection with its evaluation of the Transaction and the opinion does not constitute a recommendation as to how any stockholder of Iron Mountain should vote with respect to the Transaction Proposal or any other matter.**

In connection with rendering the opinion described above and performing its related financial analyses, Goldman Sachs reviewed, among other things:

the Transaction Agreement;

annual reports to stockholders and Annual Reports on Form 10-K of Iron Mountain for the 2010 to 2014 fiscal years;

the annual report to stockholders of Recall for the fiscal year ended June 30, 2014, as well as the summary of the pro forma historical information of Recall (reflecting pro forma adjustments to the financial information of Recall in connection with the Demerger of Recall from Brambles) for the years ended June 30, 2011, 2012 and 2013 included in the Scheme Booklet for the Demerger of Recall by Brambles;

Table of Contents

certain interim reports to stockholders and Quarterly Reports on Form 10-Q of Iron Mountain;

certain other communications from Iron Mountain and Recall to their respective stockholders;

certain publicly available research analyst reports for Iron Mountain and Recall;

certain internal financial analyses and forecasts for Recall prepared by Recall management; and

certain internal financial analyses and forecasts for Iron Mountain and certain financial analyses and forecasts for Recall, in each case as prepared by management of Iron Mountain and approved for Goldman Sachs' use by Iron Mountain (the "Forecasts"), and certain operating synergies projected by the management of Iron Mountain to result from the Transaction, as approved for Goldman Sachs' use by Iron Mountain (the "Synergies"). See " *Summary of Certain Financial Projections Provided to the Iron Mountain Board and Iron Mountain's Financial Advisors*" beginning on page 82 of this proxy statement for more information about the Forecasts and Synergies.

Goldman Sachs held discussions with members of senior management of Iron Mountain regarding their assessment of the past and current business operations, financial condition and future prospects of Recall, and with the members of senior management of Iron Mountain regarding their assessment of the past and current business operations, financial condition and future prospects of Iron Mountain and the strategic rationale for, and the potential benefits of, the Transaction. Goldman Sachs also (i) reviewed the reported price and trading activity of the shares of Iron Mountain common stock and the Recall shares, (ii) compared certain financial and stock information for Iron Mountain and Recall with similar information for certain other companies the securities of which are publicly traded, (iii) reviewed the financial terms of certain recent business combinations in the business services industry and in other industries and (iv) performed such other studies and analyses, and considered such other factors, as Goldman Sachs deemed appropriate.

For purposes of rendering its opinion, Goldman Sachs, with the consent of Iron Mountain, relied upon and assumed the accuracy and completeness of all of the financial, legal, regulatory, tax, accounting and other information provided to, discussed with or reviewed by Goldman Sachs without assuming any responsibility for independent verification thereof. In that regard, Goldman Sachs assumed with the consent of the board of directors of Iron Mountain that the Forecasts and the Synergies had been reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of Iron Mountain. Goldman Sachs did not make any independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or other off-balance-sheet assets and liabilities) of Iron Mountain or Recall or any of their respective subsidiaries and Goldman Sachs was not furnished with any such evaluation or appraisal. Goldman Sachs assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the Transaction would be obtained without any adverse effect on Iron Mountain or Recall or on the expected benefits of the Transaction in any way meaningful to its analysis. Goldman Sachs assumed that the Transaction would be consummated on the terms set forth in the Transaction Agreement, without the waiver or modification of any term or condition the effect of which would be in any way meaningful to its analysis.

Goldman Sachs' opinion did not address the underlying business decision of Iron Mountain to engage in the Transaction or the relative merits of the Transaction as compared to any strategic alternatives that may be available to Iron Mountain; nor did it address any legal, regulatory, tax or accounting matters. Goldman Sachs' opinion addressed only the fairness from a financial point of view to Iron Mountain, as of the date of the opinion, of the Aggregate Consideration to be paid by a subsidiary of Iron Mountain for the outstanding ordinary shares of Recall pursuant to the Transaction Agreement. Goldman Sachs did not express any view on, and its opinion did not address, any other term or aspect of the Transaction Agreement or the Transaction or any term or aspect of any other

Table of Contents

agreement or instrument contemplated by the Transaction Agreement or entered into or amended in connection with the Transaction, including the fairness of the Transaction to, or any consideration received in connection therewith by, the holders of any class of securities, creditors, or other constituencies of Iron Mountain; nor did Goldman Sachs express any view on, and its opinion did not address, the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of Iron Mountain or Recall, or any class of such persons in connection with the Transaction, whether relative to the Aggregate Consideration to be paid pursuant to the Transaction Agreement or otherwise. Goldman Sachs did not express any opinion as to the prices at which shares of Iron Mountain common stock would trade at any time or as to the impact of the Transaction on the solvency or viability of Iron Mountain or Recall or the ability of Iron Mountain or Recall to pay their respective obligations when they come due. Goldman Sachs' opinion was necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to Goldman Sachs as of the date of its opinion, and Goldman Sachs assumed no responsibility for updating, revising or reaffirming its opinion based on circumstances, developments or events occurring after the date of its opinion. Goldman Sachs' advisory services and opinion were provided for the information and assistance of the board of directors of Iron Mountain in connection with its consideration of the Transaction and such opinion does not constitute a recommendation as to how any holder of common stock of Iron Mountain should vote with respect to the Transaction Proposal or any other matter. Goldman Sachs' opinion was approved by a fairness committee of Goldman Sachs.

The following is a summary of the material financial analyses presented by Goldman Sachs to the board of directors of Iron Mountain on June 6, 2015 (subsequently confirmed in writing on June 8, 2015), in connection with rendering the opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by Goldman Sachs, nor does the order of analyses described represent relative importance or weight given to those analyses by Goldman Sachs. Some of the summaries of the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of Goldman Sachs' financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before June 3, 2015 and is not necessarily indicative of current market conditions.

*Illustrative Contribution Analysis*

Goldman Sachs performed an illustrative contribution analysis using the Forecasts for the years 2015, 2016 and 2017. Goldman Sachs reviewed market capitalization information for Iron Mountain and Recall and specific estimated future operating information including, among other information, estimated 2015, 2016 and 2017 revenue, EBITDA and adjusted net income for Iron Mountain and Recall set forth in the Forecasts. Goldman Sachs analyzed the weighted relative income statement contributions of Iron Mountain and Recall using appropriate blended multiples and adjusting for the capital structures of each company. In order to calculate the blended multiple, Goldman Sachs used the aggregate metrics for a particular year.

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

The results of the analysis are summarized below:

FYE December 31	Metrics (US\$ in millions)		Weighted Contribution (%)		Implied Exchange Ratio
	Iron Mountain	Recall	Iron Mountain	Recall	
<b>Revenue</b>					
2015E	\$ 3,075	\$ 837	72.5%	27.5%	0.2476 x
2016E	3,175	848	73.0%	27.0%	0.2416 x
2017E	3,289	879	73.0%	27.0%	0.2419 x
<b>EBITDA</b>					
2015E	937	200	78.5%	21.5%	0.1790 x
2016E	991	224	77.1%	22.9%	0.1936 x
2017E	1,043	233	77.5%	22.5%	0.1900 x
<b>Adjusted Net Income</b>					
2015E	276	65	80.8%	19.2%	0.1550 x
2016E	305	86	77.9%	22.1%	0.1848 x
2017E	327	91	78.2%	21.8%	0.1815 x
<b>Market Capitalization (as of June 3, 2015)</b>	<b>\$ 7,233</b>	<b>\$ 1,811</b>	<b>80.0%</b>	<b>20.0%</b>	<b>0.1635 x</b>

### *Illustrative Discounted Cash Flow Analyses*

Goldman Sachs performed an illustrative unlevered discounted cash flow analysis on Recall using the Forecasts to determine a range of illustrative present values per ordinary share of Recall on a standalone basis as of December 31, 2014. For purpose of this analysis, Goldman Sachs derived illustrative ranges of implied enterprise values by applying discount rates ranging from 6.0% to 8.0%, reflecting estimates of Recall's weighted average cost of capital, to (a) Recall's estimated unlevered free cash flow for the years 2015 through 2021, and (b) illustrative terminal values for Recall in 2021, calculated using perpetuity growth rates ranging from 2.0% to 4.0%. Goldman Sachs then derived the implied equity value per ordinary share of Recall by dividing the result by the number of fully diluted ordinary shares outstanding of Recall in accordance with information contained in the Forecasts. The analysis resulted in a range of illustrative values of A\$4.64 to A\$16.36 per ordinary share of Recall.

Goldman Sachs also performed an illustrative unlevered discounted cash flow analysis on Recall using the Forecasts and the Synergies to determine a range of illustrative present values per ordinary share of Recall as of December 31, 2014 giving effect to the Synergies. For purpose of this analysis, Goldman Sachs derived illustrative ranges of implied enterprise values by applying discount rates ranging from 6.0% to 8.0%, reflecting estimates of Recall's weighted average cost of capital, to (a) Recall's estimated unlevered free cash flow, taking into account the Synergies, for the years 2015 through 2021, and (b) illustrative terminal values for Recall, taking into account the Synergies, in 2021, calculated using perpetuity growth rates ranging from 2.0% to 4.0%. Goldman Sachs then derived the implied equity value per ordinary share of Recall by dividing the result by the number of fully diluted ordinary shares outstanding of Recall in accordance with information contained in the Forecasts. The analysis resulted in a range of illustrative values of A\$10.30 to A\$33.41 per ordinary share of Recall.

In addition, Goldman Sachs also performed an illustrative levered discounted cash flow analysis on Iron Mountain using the Forecasts to determine a range of illustrative present values per share of Iron Mountain common stock as of December 31, 2014. For purpose of this analysis, Goldman Sachs applied discount rates ranging from 8.0% to 10.0%, reflecting estimates of Iron Mountain's cost of equity, to (a) Iron Mountain's levered cash flows for the years 2015 through 2024, and (b) illustrative terminal values calculated using perpetuity growth rates ranging from 3.0% to 5.0%. The analysis resulted in a range of illustrative values of \$27.22 to \$52.14 per share of Iron Mountain common stock.

Table of Contents

Goldman Sachs also performed an illustrative discounted cash flow-based contribution analysis to calculate illustrative implied exchange ratios for Recall and Iron Mountain with and without the Synergies. In order to do this, Goldman Sachs used the unlevered discounted cash flow analysis undertaken for Recall and the levered discounted cash flow analysis undertaken for Iron Mountain, both as described above. Using a discount rate of 6.0% to 8.0%, reflecting estimates of Recall's weighted average cost of capital, and a discount rate for Iron Mountain of 8.0% to 10.0%, reflecting estimates of Iron Mountain's cost of equity, this analysis resulted in an illustrative range of implied exchange ratios without synergies of 0.1015 to 0.2830. Using the same discount rates, this analysis resulted in an illustrative range of implied exchange ratios with Synergies of 0.2210 to 0.5876.

*Illustrative Public Market Future Stock Price Analyses*

Goldman Sachs calculated illustrative ranges of implied present values per share of common stock of Iron Mountain on a standalone basis and on a pro forma basis assuming a partial cash election. For these analyses, Goldman Sachs used the Forecasts for fiscal years 2016 through 2018 and the Synergies.

For shares of Iron Mountain common stock on a standalone basis, Goldman Sachs performed an analysis of the illustrative present value of the future share price of Iron Mountain. First Goldman Sachs derived an implied enterprise value by multiplying the projected EBITDA for fiscal years 2017 through 2019 by a forward EBITDA multiple of 13.0x to arrive at the implied enterprise value for fiscal years 2016 through 2018. Goldman Sachs then subtracted Iron Mountain's projected net debt from the resulting implied enterprise value to yield an implied equity value. Goldman Sachs then divided the implied equity value by the implied diluted shares outstanding to derive the implied nominal share price. Applying illustrative EBITDA multiple estimates of 12.0x, 13.0x and 14.0x yielded implied per share future equity values of \$34.41 to \$45.99. These implied per share future equity values for fiscal years 2016 through 2018 were then discounted to June 30, 2015 using a discount rate of 9.0%, reflecting an estimate of Iron Mountain's cost of equity. Goldman Sachs then added the cumulative present value of forecasted Iron Mountain dividends to these implied per share present equity values. This analysis yielded an illustrative range of implied per share present values of Iron Mountain common stock of \$31.62 to \$39.78 for fiscal years 2016 through 2018.

For shares of Iron Mountain common stock on a pro forma basis, Goldman Sachs performed an analysis of the illustrative present value of the future share price of the combined company. First Goldman Sachs derived an implied enterprise value for Iron Mountain on a pro forma basis by multiplying the pro forma projected EBITDA for fiscal years 2017 through 2019 by a forward EBITDA multiple of 13.0x, to arrive at the implied enterprise value for fiscal years 2016 through 2018. Goldman Sachs then subtracted Iron Mountain's projected pro forma net debt from the resulting implied enterprise value to yield an implied equity value. Goldman Sachs then divided the implied equity value by the implied diluted shares outstanding to derive the implied nominal share price. Applying illustrative EBITDA multiple estimates of 12.0x, 13.0x and 14.0x yielded implied per share future equity values of \$34.25 to \$52.88. These implied per share future equity values for fiscal years 2016 through 2018 were then discounted to June 30, 2015 using a discount rate of 9.0%, reflecting an estimate of Iron Mountain's cost of equity on a pro forma basis. Goldman Sachs then added the cumulative present value of forecasted Iron Mountain dividends on a pro forma basis to these implied per share present equity values. This analysis yielded an illustrative range of implied per share present values of Iron Mountain common stock on a pro forma basis of \$31.81 to \$43.55 for fiscal years 2016 through 2018.

Table of Contents

*Selected Companies Analysis*

Goldman Sachs reviewed and compared certain financial information, ratios and public market multiples for Iron Mountain and Recall to corresponding financial information, ratios and public market multiples for the following publicly traded companies in the sectors noted:

*Industrial*

DCT Industrial Trust Inc.

Duke Realty Corporation

EastGroup Properties, Inc.

First Industrial Realty Trust, Inc.

Liberty Property Trust

Prologis, Inc.

STAG Industrial, Inc.

*Data Center*

DuPont Fabros Technology, Inc.

Digital Realty Trust, Inc.

CyrusOne Inc.

CoreSite Realty Corporation

QTS Realty Trust, Inc.

*Storage*

CubeSmart

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Extra Space Storage Inc.

Public Storage

Sovran Self Storage, Inc.

Although none of the selected companies is directly comparable to Iron Mountain or Recall, the companies included were chosen because they are publicly traded REITs with operations that, for purposes of analysis, may be considered similar to certain operations of Iron Mountain and Recall.

The multiples and ratios of Iron Mountain, Recall and the selected companies were based on the closing prices of their respective common shares on June 3, 2015; financial data obtained from SEC filings; estimates from Institutional Brokers' Estimate System; and other Wall Street research sources.

With respect to each of the selected companies and Iron Mountain and Recall, Goldman Sachs calculated, among other things:

Net Debt/Enterprise Value;

Net Debt/estimated 2015 EBITDA;

Estimated EBITDA multiples for 2015 and 2016.

Estimated funds from operations ("FFO") multiples for 2015 and 2016.



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

The results of these analyses are summarized as follows:

Company	Net Debt / EV	Net Debt / 2015E EBITDA	EBITDA Multiples		FFO Multiples	
			2015E	2016E	2015E	2016E
Iron Mountain	38.8%	5.0 x	12.8 x	12.3 x	16.3 x	15.5 x
Recall	23.2	2.5	10.6	9.8	NA	NA
<b>REIT Peers</b>						
High	40.9	7.4	23.1	21.3	23.0	21.0
Mean	25.7	5.3	18.5	16.8	17.0	15.4
Median	28.7	6.0	18.1	16.6	16.5	14.9
Low	0.0	2.1	14.2	12.3	12.7	12.1

### *General*

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Goldman Sachs' opinion. In arriving at its fairness determination, Goldman Sachs considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it. Rather, Goldman Sachs made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses. No company used in the above analyses as a comparison is directly comparable to Iron Mountain, Recall or the Transaction.

Goldman Sachs prepared these analyses for purposes of providing its opinion to the board of directors of Iron Mountain as to the fairness from a financial point of view to Iron Mountain, as of the date of the opinion, of the Aggregate Consideration to be paid by Iron Mountain pursuant to the Transaction Agreement. These analyses do not purport to be appraisals nor do they necessarily reflect the prices at which businesses or securities actually may be sold. Analyses based upon projections of future results are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by these analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties or their respective advisors, none of Iron Mountain, Goldman Sachs or any other person assumes responsibility if future results are materially different from those forecast.

The Aggregate Consideration was determined through arm's-length negotiations between Iron Mountain and Recall, and was approved by the board of directors of Iron Mountain. Goldman Sachs provided advice to Iron Mountain during these negotiations. Goldman Sachs did not, however, recommend any specific amount of consideration to Iron Mountain or that any specific amount of consideration constituted the only appropriate consideration for the Transaction.

As described above, Goldman Sachs' opinion was one of many factors taken into consideration by Iron Mountain's board of directors in making its recommendation to the stockholders of Iron Mountain to vote in favor of the Transaction Proposal. The foregoing summary does not purport to be a complete description of the analyses performed by Goldman Sachs in connection with the delivery of its fairness opinion to Iron Mountain's board of directors and is qualified in its entirety by reference to the written opinion of Goldman Sachs attached as Annex C to this proxy statement.

Goldman, Sachs & Co. and its affiliates are engaged in advisory, underwriting and financing, principal investing, sales and trading, research, investment management and other financial and non-financial activities and services for various persons and entities. Goldman, Sachs & Co. and its affiliates and employees, and funds or other entities they manage or in which they invest or have other

Table of Contents

economic interests or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments of Iron Mountain, Recall and any of their respective affiliates and third parties, or any currency or commodity that may be involved in the Transaction. Goldman Sachs has provided certain financial advisory and/or underwriting services to Iron Mountain and/or its affiliates from time to time for which its Investment Banking Division has received, and may receive, compensation, including having acted as lender in Iron Mountain's term loan facility, aggregate principal amount \$400,000, since August 2014 and as a co-manager in the September 2014 offering by Iron Mountain Europe PLC, a subsidiary of Iron Mountain, of £400,000 aggregate principal amount of 6.125% GBP Senior Notes due 2022. Goldman Sachs may also in the future provide financial advisory and/or underwriting services to Iron Mountain, Recall and their respective affiliates for which its Investment Banking Division may receive compensation.

Iron Mountain selected Goldman Sachs as its financial advisor because it is an internationally recognized investment banking firm that has substantial experience in transactions similar to the Transaction. Pursuant to a letter agreement, dated November 5, 2014, Iron Mountain's board of directors engaged Goldman Sachs to act as its financial advisor in connection with the Transaction. Pursuant to the terms of this engagement letter, Iron Mountain agreed to pay Goldman Sachs a fee of \$18,000, consisting of \$1,000 that was due upon announcement of the Transaction and the remainder due upon consummation of the Transaction (or consummation of any transaction involving 50% or more of the outstanding common stock or assets of Recall). In addition, Iron Mountain agreed to reimburse Goldman Sachs for certain of its expenses, including attorneys' fees and disbursements, and to indemnify Goldman Sachs and related persons against certain liabilities that may arise out of its engagement.

**Summary of Certain Financial Projections Provided to the Iron Mountain Board and Iron Mountain's Financial Advisors**

In connection with Iron Mountain's consideration and evaluation of the Transaction, Iron Mountain's management prepared and provided to its board of directors and to Goldman Sachs prior to finalizing the Transaction Agreement certain financial projections with respect to each of Iron Mountain (the "Iron Mountain Projections"), Recall (the "Recall Projections") and the combined company following the completion of the Transaction (the "Combined Pro Forma Projections") and, together with the Iron Mountain Projections, the Recall Projections and the Combined Pro Forma Projections, the "Projections").

Iron Mountain's management did not request that Recall or any of its affiliates, advisors or other representatives approve the Projections (including the Recall Projections). Neither Recall nor any of its affiliates, advisors or other representatives assumes any responsibility whatsoever for the validity, reasonableness, accuracy or completeness of the Projections and further disclaims any association with the Projections. Iron Mountain did not prepare the Projections with a view toward public disclosure or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. Neither Iron Mountain's nor Recall's independent registered public accounting firm, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the Projections, nor has any of them expressed any opinion or any other form of assurance on the Projections or the achievability of the results reflected in the Projections, and none of them assumes any responsibility for, and each of them disclaims any association with, the Projections. Consequently, the inclusion of the Projections should not be regarded as an indication that the Iron Mountain board of directors, Iron Mountain's management, Iron Mountain, the Recall board of directors, Recall, Goldman Sachs or any recipient of this information considered, or now considers, it to be an assurance of the achievement of future results.

Table of Contents

The Projections were prepared based on certain financial information regarding Iron Mountain and Recall available to Iron Mountain management prior to finalizing the Transaction Agreement. In developing the Projections, Iron Mountain management applied a number of hypothetical assumptions in respect of a number of future matters that impact the Projections. Further, the Projections were developed based on Iron Mountain management's opinions and judgments in respect of a number of future matters that impact the Projections. The Projections, and the assumptions, opinions and judgments applied in developing the Projections, were based on Iron Mountain management's then best estimates and were not the subject of independent verification. As such, there can be no assurance that such assumptions, speculation, opinions or judgments are correct, nor that the Projections will be achieved. Based on this, the Projections may not be an accurate representation of equivalent measures as at the date of this proxy statement. Moreover, they have not been updated or revised to reflect information or results after the date the Iron Mountain Projections, the date the Recall Projections, and the date the Combined Pro Forma Projections were prepared or as of the date of this proxy statement.

The Projections should be read in conjunction with the considerations described below under " *Important Information about the Projections.*"

The following table presents a summary of the Iron Mountain Projections.

Fiscal Year Ended December	Iron Mountain Projections (\$ in millions, other than per share)						
	2015	2016	2017	2018	2019	2020	2021
Revenue	\$ 3,075	\$ 3,175	\$ 3,289	\$ 3,412	\$ 3,537	\$ 3,652	\$ 3,753
EBITDA(1)	\$ 937	\$ 991	\$ 1,043	\$ 1,092	\$ 1,144	\$ 1,195	\$ 1,241
Adjusted Net Income(2)	\$ 276	\$ 305	\$ 327	\$ 347	\$ 370	\$ 406	\$ 431
AFFO(3) per share	\$ 2.22	\$ 2.31	\$ 2.40	\$ 2.48	\$ 2.57	\$ 2.67	\$ 2.76
Adjusted EPS(4)	\$ 1.26	\$ 1.32	\$ 1.38	\$ 1.42	\$ 1.47	\$ 1.58	\$ 1.67
FFO (Normalized)(5) per share	\$ 2.04	\$ 2.12	\$ 2.20	\$ 2.27	\$ 2.35	\$ 2.46	\$ 2.56

- (1) EBITDA means earnings before interest, taxes, depreciation and amortization.
- (2) Adjusted Net Income means earnings adjusted for extraordinary income / expenses.
- (3) AFFO means FFO (Normalized) excluding non-cash rent expense or income, plus depreciation on non-real estate assets, amortization expense (including amortization of deferred financing costs) and non-cash equity compensation expense, less maintenance capital expenditures and non-real estate investments.
- (4) Adjusted EPS means reported earnings per share from continuing operations excluding: (1) (gain) loss on disposal/write-down of property, plant and equipment (excluding real estate), net; (2) (gain) loss on sale of real estate, net of tax; (3) intangible impairments; (4) Recall costs; (5) REIT costs; (6) other expense (income), net; and (7) the tax impact of reconciling items and discrete tax items.
- (5) FFO (Normalized) means net income excluding gains and losses on the sale or write-down of real estate assets plus depreciation on real estate assets. FFO (Normalized) also excludes other items that Iron Mountain believes do not appropriately reflect Iron Mountain's underlying operations, such as intangible impairment charges, other income and expense (including foreign exchange gains and losses), income and losses from discontinued operations, provision or benefit from deferred taxes and REIT costs.

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

The following table presents a summary of the Recall Projections (as estimated by Iron Mountain management).

Calendar Year Ended December	Recall Projections (as estimated by Iron Mountain management)						
	(\$ in millions, other than per share)						
	2015	2016	2017	2018	2019	2020	2021
Revenue	\$ 837	\$ 848	\$ 879	\$ 912	\$ 944	\$ 975	\$ 1,001
EBITDA(1)	\$ 200(1)	\$ 224	\$ 233	\$ 241	\$ 250	\$ 258	\$ 264
Adjusted Net Income	\$ 65	\$ 86	\$ 91	\$ 96	\$ 101	\$ 105	\$ 109
Adjusted EPS	\$ 0.20	\$ 0.27	\$ 0.28	\$ 0.30	\$ 0.31	\$ 0.33	\$ 0.34
Unlevered Free Cash Flow(2)	\$ 69	\$ 89	\$ 108	\$ 107	\$ 116	\$ 118	\$ 123

- (1) EBITDA for 2015 means operating profit from continuing operations after adding back depreciation and amortization and significant items outside the ordinary course of business. Significant items means items of income or expense which are, either individually or in aggregate, material to Recall and outside the ordinary course of business or part of the ordinary activities of the business but unusual due to their size and nature. EBITDA for 2016 - 2021 means earnings before interest, taxes, depreciation and amortization.
- (2) Unlevered Free Cash Flows means net operating profit after tax, adding back depreciation and amortization, and subtracting capital expenditures and increase in net working capital.

### *Combined Company Pro Forma Projections*

Also in connection with Iron Mountain's consideration and evaluation of the Transaction, Iron Mountain's management prepared and provided to its board of directors and to Goldman Sachs the Combined Pro Forma Projections. The Combined Pro Forma Projections were prepared by Iron Mountain assuming (i) that the Cash Election is not made by any Recall shareholders (the "All Stock Case") and (ii) that the Cash Election is fully exercised by Recall shareholders (the "Cash Election Case"). The inclusion of the Combined Pro Forma Projections should not be regarded as an indication that the Iron Mountain board of directors, Iron Mountain's management, Iron Mountain, the Recall board of directors, Recall, Goldman Sachs or any recipient of this information considered, or now considers, it to be an assurance of the achievement of future results. In addition, the Combined Pro Forma Projections have not been updated or revised to reflect information or results after the date the Combined Pro Forma Projections were prepared or as of the date of this proxy statement.

The Combined Pro Forma Projections should be read in conjunction with the considerations described below under " *Important Information about the Projections.*"

(US\$ in millions, other than per share)	Combined Company Projections (All Stock Case)					
	2016	2017	2018	2019	2020	2021
EBITDA(1)	\$ 1,215	\$ 1,374	\$ 1,465	\$ 1,540	\$ 1,607	\$ 1,661
Pro Forma AFFO per share	\$ 2.26	\$ 2.61	\$ 2.77	\$ 2.90	\$ 3.02	\$ 3.11
Pro Forma Adjusted EPS(2)	\$ 1.33	\$ 1.65	\$ 1.77	\$ 1.87	\$ 2.00	\$ 2.10
Pro Forma FFO (Normalized) per share(2)	\$ 2.11	\$ 2.46	\$ 2.61	\$ 2.73	\$ 2.87	\$ 2.97

- (1) EBITDA means the projected EBITDA of the combined company taking into account potential synergies, value pass-through to customers, regulatory conditions and customer attrition all as projected by Iron Mountain management, while excluding the impact from integration expense and costs to achieve synergies.
- (2) Pro Forma Adjusted EPS and Pro Forma FFO (Normalized) per share do not reflect the impact of estimated purchase accounting adjustments, primarily fair value adjustments associated with

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

Recall's tangible and intangible assets (the "Adjustments") that Iron Mountain will record upon consummation of the Transaction in accordance with U.S. GAAP. While Iron Mountain anticipates that the Adjustments will result in a significant increase in depreciation and amortization expenses, they are primarily related to non-cash items, will not have a significant impact on cash flows or estimated synergies and, therefore, do not impact the fair value assessment of the Transaction. The net effect of the Adjustments would be a lower Adjusted EPS and FFO (Normalized) per share on a reported basis after the Transaction is consummated compared to the figures set forth above.

(US\$ in millions, other than per share)	Combined Company Projections (Cash Election Case)					
	2016	2017	2018	2019	2020	2021
EBITDA(1)	\$ 1,215	\$ 1,374	\$ 1,465	\$ 1,540	\$ 1,607	\$ 1,661
Pro Forma AFFO per share	\$ 2.27	\$ 2.63	\$ 2.79	\$ 2.92	\$ 3.05	\$ 3.14
Pro Forma Adjusted EPS(1)	\$ 1.33	\$ 1.65	\$ 1.78	\$ 1.87	\$ 2.01	\$ 2.11
Pro Forma FFO (Normalized) per share(1)	\$ 2.12	\$ 2.47	\$ 2.63	\$ 2.75	\$ 2.89	\$ 2.99

- (1) EBITDA means the projected EBITDA of the combined company taking into account potential synergies, value pass-through to customers, regulatory conditions and customer attrition all as projected by Iron Mountain management, while excluding the impact from integration expense and costs to achieve synergies.
- (2) Pro Forma Adjusted EPS and Pro Forma FFO (Normalized) per share do not reflect the impact of estimated purchase accounting adjustments, primarily fair value adjustments associated with Recall's tangible and intangible assets (the "Adjustments") that Iron Mountain will record upon consummation of the Transaction in accordance with U.S. GAAP. While Iron Mountain anticipates that the Adjustments will result in a significant increase in depreciation and amortization expenses, they are primarily related to non-cash items, will not have a significant impact on cash flows or estimated synergies and, therefore, do not impact the fair value assessment of the Transaction. The net effect of the Adjustments would be a lower Adjusted EPS and FFO (Normalized) per share on a reported basis after the Transaction is consummated compared to the figures set forth above.

### *Important Information about the Projections*

The Projections were prepared by Iron Mountain's management for internal use by Iron Mountain's board of directors in its consideration and evaluation of the Transaction and provided to Goldman Sachs in connection with its financial analyses of the proposed Transaction. The Projections were not prepared with a view toward public disclosure or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. Neither Iron Mountain's nor Recall's independent registered public accounting firm, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the Projections, nor has any of them expressed any opinion or any other form of assurance on the Projections or the achievability of the results reflected in the Projections, and none of them assumes any responsibility for, and each of them disclaims any association with, the Projections. The reports of Iron Mountain's independent registered public accounting firm incorporated by reference into this proxy statement relate to Iron Mountain's historical financial information, and no such report extends to the Projections or should be read to do so.

The Projections include non-GAAP financial measures; specifically EBITDA, Adjusted Net Income, Adjusted EPS, AFFO per share, FFO (Normalized) per share and Unlevered Free Cash Flows. Non-GAAP financial measures should not be considered a substitute for, or superior to, financial measures determined or calculated in accordance with U.S. GAAP. This information was prepared by Iron Mountain's management for use and reliance by Goldman Sachs in performing

Table of Contents

certain of its financial analyses in connection with the Transaction and for the benefit of Iron Mountain's board of directors in its consideration and evaluation of the Transaction.

Iron Mountain's management did not request that Recall or any of its affiliates, advisors or other representatives approve the Projections (including the Recall Projections). Neither Recall nor any of its affiliates, advisors or other representatives assumes any responsibility whatsoever for the validity, reasonableness, accuracy or completeness of the Projections.

The Projections have been included because this information was provided to Iron Mountain's board of directors and Goldman Sachs and should not be relied on by Iron Mountain stockholders in deciding whether or not to vote in favor of the Transaction Proposal or by the Recall shareholders in deciding whether or not to vote in favor of the Scheme or accept an offer from Iron Mountain.

Projections of these types are based on estimates and assumptions that are inherently subject to factors such as company performance, industry performance, general business, economic, regulatory, market and financial conditions, as well as changes to the business, financial condition or results of operations of the company, including the factors described in the section entitled "Cautionary Note Regarding Forward-Looking Statements" and the risks and uncertainties described in the section entitled "Risk Factors," any of which may cause the Projections or their respective underlying assumptions to be inaccurate. Some or all of the assumptions which have been made regarding, among other things, the timing of certain occurrences or impacts, may change or may have changed since the date the Projections were made. Iron Mountain has not updated and does not intend to update or otherwise revise the Projections to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions on which the Projections were based are shown to be in error. There can be no assurance that the results reflected in any of the Projections will be realized or that actual results will not materially vary from the Projections. In addition, since the Projections cover multiple years, such information by its nature becomes less predictive with each successive year. No one has made or makes any representation to any stockholder or any other investor regarding the information included in the Projections.

**In light of the foregoing and the uncertainties inherent in the Projections, stockholders and other investors are cautioned not to rely on the Projections. Since the respective dates the Projections were prepared, Iron Mountain has made publicly available its actual results of operations for the quarter ended June 30, 2015. You should review Iron Mountain's Quarterly Report on Form 10-Q to obtain this information. See the section entitled "Where You Can Find More Information" beginning on page 137.**

**Interests of Iron Mountain Executive Officers and Directors in the Transaction**

No current Iron Mountain directors or officers own Recall ordinary shares. Current Iron Mountain directors and officers will continue to hold their positions at Iron Mountain after the closing of the Transaction.

**Accounting Treatment**

Iron Mountain prepares its financial statements in accordance with U.S. GAAP. The Transaction will be accounted for using the acquisition method of accounting. Iron Mountain will be treated as the acquirer for accounting purposes. Iron Mountain will record assets acquired, including identifiable intangible assets, and liabilities assumed from Recall at their respective estimated fair values at the date of completion of the Transaction. Any excess of the purchase price (as described under Note 4 "Purchase Price" under "*Unaudited Pro Forma Consolidated Financial Information Notes to Unaudited Pro Forma Consolidated Financial Information*" beginning on page 25 of this proxy statement) over the net fair value of such assets and liabilities will be recorded as goodwill.

Table of Contents

The financial condition and results of operations of Iron Mountain after completion of the Transaction will include the financial condition and results of operations of Recall after completion of the Transaction, but will not be restated retroactively to reflect the historical financial condition or results of operations of Recall. The earnings of Iron Mountain following completion of the Transaction will reflect acquisition accounting adjustments, including the effect of changes in the carrying value for assets and liabilities on depreciation expense, amortization expense and interest expense. Indefinite-lived intangible assets, including goodwill, will not be amortized but will be tested for impairment at least annually, and all tangible and intangible assets including goodwill will be tested for impairment when certain indicators are present. If, in the future, Iron Mountain determines that tangible or intangible assets (including goodwill) are impaired, Iron Mountain would record an impairment charge at that time.

**Board of Directors of Iron Mountain Following the Transaction**

The Iron Mountain board of directors is currently comprised of ten (10) members. Pursuant to the terms of the Transaction Agreement, Iron Mountain shall, on or before the Implementation Date, appoint two existing Recall directors to the Iron Mountain board of directors (conditional on the Scheme becoming effective). Iron Mountain has also agreed to nominate such Recall directors for election at the first annual meeting of Iron Mountain stockholders following the consummation of the Transaction. The Iron Mountain board of directors has the right to increase or decrease the size of the board, but, pursuant to the terms of the Transaction Agreement, may not increase the size of the board beyond twelve (12) members prior to the Implementation Date.

**Federal Securities Laws Consequences; Stock Transfer Restrictions**

The shares of Iron Mountain common stock to be issued in the Transaction have not been, and are not expected to be registered under the Securities Act of 1933 (the "Securities Act") or the securities laws of any other jurisdiction. The shares of Iron Mountain common stock to be issued in the Transaction will be issued pursuant to an exemption from the registration requirements provided by Section 3(a)(10) of the Securities Act based on the approval of the Transaction by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall). In the event that the exemption from the registration requirements provided by Section 3(a)(10) of the Securities Act is not available for any reason, Iron Mountain will file a Registration Statement on Form S-4 (or on such other form that may be available to Iron Mountain) in order to register the shares of Iron Mountain common stock to be issued in the Transaction and to use all reasonable endeavors to cause such registration statement to become effective prior to the completion of the Transaction.

Section 3(a)(10) of the Securities Act exempts securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the fairness of the terms and conditions of the issuance and exchange of the securities have been approved by any court or authorized governmental entity, after a hearing upon the fairness of the terms and conditions of exchange at which all persons to whom the securities will be issued have the right to appear and to whom adequate notice of the hearing has been given. If the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), approves the Transaction, its approval will constitute the basis for the shares of Iron Mountain common stock to be issued without registration under the Securities Act in reliance on the exemption from the registration requirements of the Securities Act provided by Section 3(a)(10) of the Securities Act.

The shares of Iron Mountain common stock issued in the Transaction to Recall shareholders will be freely transferable under United States federal securities laws, except by persons who are deemed to be "affiliates" (as that term is defined under the Securities Act) of Iron Mountain, including persons who are deemed to have been affiliates of Iron Mountain within 90 days before the date of the closing of the Transaction. In the event that the shares of common stock issued by Iron Mountain in the

Table of Contents

Transaction are in fact held by affiliates of Iron Mountain, those holders may resell the shares (1) in accordance with the provisions of Rule 144 promulgated under the Securities Act or (2) as otherwise permitted under the Securities Act. Rule 144 generally provides that "affiliates" of Iron Mountain may not sell securities of Iron Mountain received in the Transaction unless the sale is effected in compliance with the volume, current public information, manner of sale and timing limitations set forth in such rule. These limitations generally permit sales made by an affiliate in any three-month period that do not exceed the greater of 1% of the outstanding shares of Iron Mountain common stock or the average weekly reported trading volume in such securities over the four calendar weeks preceding the placement of the sale order, provided that the sales are made in unsolicited, open market "broker transactions" and that current public information on Iron Mountain is available. Persons who may be deemed to be affiliates of an issuer generally include individuals or entities that directly or indirectly control, are controlled by, or are under common control with, that issuer and may include officers and directors of the issuer as well as beneficial owners of 10% or more of any class of capital stock of the issuer.

**Material United States Federal Income Tax Consequences of the Transaction**

There are no material U.S. federal income tax consequences to Iron Mountain's existing stockholders that will result from the issuance of Iron Mountain shares in the Transaction. For a discussion of the material U.S. federal income tax considerations relating to Iron Mountain's qualification and taxation as a REIT, including Iron Mountain's REIT compliance strategy for the Recall acquisition, please see Iron Mountain's Current Report on Form 8-K filed with the SEC on August 24, 2015.

**Guarantee of Recall Obligations to Brambles**

Prior to and in connection with the Demerger of Recall from Brambles on December 18, 2013, Brambles spun off certain of its United States and Canadian subsidiaries, directly or indirectly, to Recall. Such spin-offs were intended to be tax-free or tax-deferred under United States and Canadian tax laws, respectively, and Brambles obtained rulings from the IRS (with respect to the United States spin-off) and the Canada Revenue Agency (with respect to the Canadian spin-off), as well as opinions of its tax advisors, to such effect. However, the tax-free status of the spin-off of such United States subsidiaries could be adversely affected under certain circumstances if a 50% or greater interest in such United States subsidiaries were acquired as part of a plan or series of related transactions that included such spin-off. Similarly, the tax-deferred status of the spin-off of the Canadian subsidiaries could be adversely affected under certain circumstances if control of such subsidiaries were acquired as part of a series of transactions or events that included such spin-off.

In connection with the Demerger, Recall entered into a tax matters agreement (the "Tax Matters Agreement") with Brambles USA, Inc. ("BUSA") and a demerger deed (the "Demerger Deed") with Brambles pursuant to which, among other things, Recall agreed to indemnify BUSA and Brambles, respectively, for taxes to the extent that actions by Recall (e.g., an acquisition of Recall shares) resulted in the United States spin-off or the Canadian spin-off described above failing to qualify as tax-free or tax-deferred for United States or Canadian tax purposes, respectively. In addition, Recall agreed, among other things, that it would not, within two years of the 2013 spin-offs, enter into a proposed acquisition transaction, merger or consolidation (with respect to the United States spin-off) or take any action that could reasonably be expected to jeopardize, directly or indirectly, any of the conclusions reached in the Canadian tax ruling or opinion, without obtaining either a supplemental tax ruling from the relevant taxing authority, the consent of Brambles or an opinion of a tax advisor, acceptable to Brambles in its reasonable discretion, that such transaction should not result in the spin-offs failing to be tax-free under United States federal income tax law or Canadian tax law, respectively. Recall has obtained or intends to obtain such tax opinions, based on, among other things, representations and



Table of Contents

warranties made by Recall and Iron Mountain. Such opinions, once accepted by Brambles, do not affect Recall's obligation to indemnify Brambles for an adverse impact on the tax-free status of such prior spin-offs. The delivery of those opinions is a condition to Iron Mountain's obligation to consummate the Transaction.

Iron Mountain intends to enter into a Deed of Guarantee with Brambles and BUSA pursuant to which, effective from and after the Implementation Date, Iron Mountain would unconditionally and irrevocably guarantee to Brambles and BUSA, respectively, the due and punctual performance of Recall's obligations under the Demerger Deed and the Tax Matters Agreement. Pursuant to such Deed of Guarantee, Iron Mountain also would provide certain indemnification of Brambles and BUSA in respect of the matters covered by such guarantees.

**NO APPRAISAL RIGHTS**

Under Delaware law, holders of shares of Iron Mountain common stock are not entitled to appraisal rights in connection with the Transaction or any of the matters to be acted on at the special meeting.

Table of Contents

**REGULATORY AND OTHER APPROVALS REQUIRED FOR THE TRANSACTION**

**Recall Shareholder Approval**

As described above, subject to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), at the First Court Hearing granting orders (1) that a meeting of Recall shareholders be convened to consider and vote upon a resolution to approve the Transaction and (2) approving the distribution of the Scheme Booklet, Recall intends to convene a meeting of its shareholders to be held on or about [\*\*\*\*\*], 2015. The resolution to approve the Transaction must be passed by the requisite majorities of the Recall shareholders under Section 411(4)(a)(ii) of the Corporations Act (both (i) by a majority in number of Recall shareholders that are present and voting in person or by proxy, by attorney or, in the case of a corporation, by its duly appointed corporate representative, at the meeting and (ii) by 75% of the votes cast on the resolution). The Deed Poll will be executed by Iron Mountain and Iron Mountain Sub prior to dispatch of the Scheme Booklet to Recall shareholders, but the obligations of Iron Mountain and Iron Mountain Sub under the Deed Poll will remain subject to the Scheme becoming effective.

**Australian Regulatory Matters**

Under the Corporations Act, the Transaction must be approved by Recall shareholders and by the Supreme or Federal Court of Australia (expected to be the Sydney Federal Court or such other competent court agreed by Iron Mountain and Recall) to become effective. The Corporations Act expressly prevents a court from granting approval unless:

ASIC provides the court with a statement that it has no objection to the Transaction; or

the court is satisfied that the Transaction has not been proposed for the purpose of enabling any person to avoid the operation of any of the provisions of Chapter 6 of the Corporations Act (which relates to takeovers).

Recall intends to apply to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall), at the First Court Hearing for orders (1) that a meeting of Recall shareholders be convened to consider and vote upon a resolution to approve the Transaction and (2) approving the distribution of the Scheme Booklet to Recall shareholders. Recall must give ASIC at least fourteen days' notice before the First Court Hearing and must allow ASIC a reasonable opportunity to review the Scheme Booklet and to make submissions to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) with respect to it. Provided that ASIC is satisfied with the terms of the Transaction documents (including the Transaction Agreement, draft Scheme and draft Deed Poll) and the Scheme Booklet, Recall expects that ASIC will provide to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the First Court Hearing a letter stating that, while ASIC reserves its rights until it has had an opportunity to observe the entire scheme process, it does not at that point in time intend to oppose the scheme at the Second Court Hearing. The Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) will consider the terms of the Transaction documents (including the Transaction Agreement, draft Scheme and draft Deed Poll) at the First Court Hearing and may require changes to any of those documents as a condition to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) granting the orders sought. Recall must not consent to any changes to, or the imposition by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) of conditions, on the draft Scheme or draft Deed Poll without the prior written consent of Iron Mountain.

Pursuant to the orders made by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the First Court Hearing, Recall will convene a meeting of Recall shareholders to vote on a resolution to approve the Transaction. The resolution to approve the

Table of Contents

Transaction must be passed by (i) a majority in number of Recall shareholders that are present and voting, in person or by proxy, by attorney or, in the case of a corporation, by its duly appointed corporate representative at the meeting and (ii) by 75% of the votes cast on the resolution. Subject to the orders being made by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the First Court Hearing, the Recall shareholders meeting is scheduled to occur on or about [\*\*\*\*\*], 2015.

If the resolution to approve the Transaction is passed at the Recall shareholders meeting and all other conditions to the Transaction are satisfied or waived, Recall will seek to obtain court approval of the Transaction at the Second Court Hearing. Recall intends to apply to ASIC for ASIC to provide to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) a written statement that it has no objection to the Transaction.

Recall expects that ASIC will provide to the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the Second Court Hearing a letter stating that ASIC has a no-objection to the Transaction. Subject to all other conditions to the Transaction being satisfied or waived, the Second Court Hearing is scheduled to occur on or about [\*\*\*\*\*], 2015. However, Iron Mountain and Recall have agreed under the Transaction Agreement that it is desirable that the Implementation Date occur within the first 30 days of any given fiscal quarter of Iron Mountain, and that to achieve that timing the Second Court Date will be determined appropriately.

If the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) approves the Transaction at the Second Court Hearing a copy of the court order will be filed with ASIC and the Scheme will become binding on all Recall shareholders (including those who voted against the resolution to approve the Transaction) on filing of that court order with ASIC. On the Effective Date of the Scheme, the obligations of Iron Mountain and Iron Mountain Sub under the Deed Poll will take effect and be binding.

It is expected that trading in ordinary shares of Recall on the ASX will be suspended from the close of trading on the Effective Date of the Scheme, which is expected to be shortly after the date of court approval at the Second Court Hearing. A record date (which will be on or about the fifth business day following the suspension of trading of Recall shares on ASX) will be set to determine the Recall shareholders who will transfer their Recall shares and be entitled to receive consideration under the Transaction. It is scheduled that the Transaction consideration will be provided to Recall shareholders four business days after such record date (or such other date as agreed between Iron Mountain and Recall) and the Transaction will be deemed to have been completed or implemented on that date.

**U.S. Antitrust Approval**

Under the HSR Act, certain transactions may not be completed until each party has filed a Notification and Report Form with the DOJ and with the FTC and the HSR Act's waiting period has expired or early termination of the waiting period has been granted. The Transaction is subject to the HSR Act.

Iron Mountain and Recall filed the requisite HSR Act Premerger Notification and Report Forms on June 22, 2015. The DOJ has initiated a preliminary investigation of the Transaction, which is not atypical for transactions of this type. With Recall's prior consent, Iron Mountain withdrew its HSR Act notification and refiled its HSR Act notification on July 24, 2015 in order to provide the DOJ additional time to consider information provided by Iron Mountain and Recall. On August 24, 2015, Iron Mountain and Recall each received a request for additional information and documentary material, often referred to as a "second request," from the DOJ in connection with the Transaction. The effect of the second request is to extend the waiting period imposed by the HSR Act until 30 days after Iron Mountain and Recall have substantially complied with this request, unless that period is

Table of Contents

extended voluntarily by the parties or terminated sooner by the DOJ. The second request was expected, and Iron Mountain and Recall intend to cooperate fully with this request.

At any time before or after the Transaction is completed, the DOJ, the FTC, or others (including states and private parties) could attempt to take action under the antitrust laws, including seeking to prevent the Transaction, to rescind the Transaction, or to conditionally approve the completion of the Transaction upon the divestiture of assets of Iron Mountain and Recall. There can be no assurance that the Transaction will be completed. The Transaction could be prevented from occurring if challenged successfully on antitrust grounds or if the DOJ or FTC requires a divestiture of assets in the United States and Canada above the US\$30,000 threshold agreed to by Iron Mountain to address antitrust concerns. Iron Mountain has agreed to pay a reimbursement fee of A\$76,500 if antitrust/competition approval is not obtained.

**Australian Antitrust Approval**

Section 50 of the CCA prohibits the acquisition of shares or assets that would have the likely effect of substantially lessening competition in any Australian market. The ACCC is responsible for enforcing Section 50 of the CCA. The ACCC investigates proposed acquisitions either at the request of the parties or by initiating its own investigation.

There are no compulsory filing or regulatory approval requirements for clearance under Section 50. In practice, persons intending to make an acquisition normally seek voluntary informal clearance. This is a process under which the ACCC provides an assurance that it does not intend to intervene in the transaction either on an unconditional or conditional basis, including potentially requiring divestitures. There is no statutory time period within which the ACCC must make a decision; there is a pre-assessment stage (typical duration 2 - 4 weeks), which may lead to first-phase review (typical duration 6 - 12 weeks), which may lead to second-phase review (typical duration 6 - 12 weeks); therefore the time could range from 2 - 24 weeks or more, depending on the complexity of the issues. Approval from the ACCC is a condition to closing the Transaction. Iron Mountain has agreed to any divestments required to receive competition/antitrust approval outside the United States and Canada, but there can be no assurance that the Transaction will be completed if the ACCC does not approve a divestiture of assets to address antitrust concerns and successfully challenges the Transaction on antitrust grounds.

If the ACCC takes the view that the Transaction will breach Section 50 of the CCA, it may seek a range of remedies including an injunction to prevent the Transaction, or orders for divestiture of shares or assets. Private parties may also take action under the CCA seeking to prevent the Transaction, require divestitures or seek damages. The ACCC or a private party must bring divestiture proceedings within three years of the Implementation Date. Actions for recovery of penalties or compensation must be brought within six years of the Implementation Date.

In Australia, Iron Mountain and Recall filed an application for informal clearance with the ACCC on August 13, 2015. The necessary competition approval from the ACCC has yet to be obtained. The ACCC is considering Iron Mountain's application for informal clearance.

**UK Antitrust Approval**

Under the Enterprise Act, the parties are free to close the Transaction prior to the receipt of approval from the CMA. The Enterprise Act provides that notification to the CMA is voluntary, and the CMA has until four months following the date of the public announcement of closing to refer the Transaction for an in-depth second phase investigation. Iron Mountain and Recall have decided to make a voluntary notification filing with the CMA. Iron Mountain and Recall intend to submit an initial draft notification to the CMA in early September 2015. Following confirmation from the CMA that the filing is deemed complete, the CMA would then have 40 business days to conduct an initial

Table of Contents

(first phase) investigation. If the CMA is of the view that the Transaction might result in a substantial lessening of competition, it may refer the Transaction for an in depth (second phase) investigation, which (in the ordinary course) could last up to 24 weeks. Approval from the CMA is a condition to closing the Transaction.

At any time before, or until four months after the Implementation Date, the CMA could attempt to take action under the Enterprise Act, including seeking to prevent the Transaction, rescind the Transaction, or to conditionally approve the completion of the Transaction upon the divestiture of assets of Iron Mountain and Recall. Iron Mountain has agreed to any divestments required to receive competition/antitrust approval outside the United States and Canada, but there can be no assurance that the Transaction will be completed if the CMA does not approve a divestiture of assets to address antitrust concerns or otherwise challenges the Transaction on antitrust grounds.

**NYSE and ASX Listing**

Iron Mountain has agreed to obtain listing approval from the NYSE for the Iron Mountain shares that will be issued in the Transaction. Iron Mountain has also agreed to establish a secondary listing on the ASX to allow Recall shareholders to trade Iron Mountain shares via the Iron Mountain CDIs on the ASX.

Table of Contents

**INFORMATION ABOUT THE COMPANIES**

**Iron Mountain Incorporated**

Iron Mountain is a Delaware corporation that specializes in records and information management, primarily paper documents and data backup media, and provides information management services that help organizations protect their information, comply with regulations, enable corporate disaster recovery, and better use their information for business advantages, regardless of its format, location or lifecycle stage. Iron Mountain offers comprehensive records management services, data management services and secure shredding services, along with the expertise and experience to address complex records storage and information management challenges such as rising storage rental costs, and increased litigation, regulatory compliance and disaster recovery requirements. Iron Mountain has a diversified customer base consisting of commercial, legal, banking, healthcare, accounting, insurance, entertainment and government organizations, including more than 92% of the Fortune 1000. As of December 31, 2014, Iron Mountain operated in 36 countries on five continents and employed over 20,000 people.

Iron Mountain's common shares trade on the NYSE under the symbol "IRM." Additional information about Iron Mountain is included in documents, which are delivered with, and/or incorporated by reference into, this proxy statement or can be found at [www.ironmountain.com](http://www.ironmountain.com). See "Where You Can Find More Information" beginning on page 137.

**Recall Holdings Limited**

Recall is an Australian public company limited by shares that is a global leader in document storage, digital information solutions, data protection and secure destruction services. Recall is headquartered in the Atlanta, Georgia metropolitan area and registered in New South Wales under Australian law. Recall was established by Brambles in 1999 through the integration of several existing document management businesses. In July 2013, Brambles announced its intention to demerge Recall into an independent company, Recall Holdings Limited. Consequently, Recall was demerged from Brambles and commenced trading as an independent entity on the ASX on December 10, 2013.

Recall's services span both physical and digital information assets, such as paper documents, records and electronic files. Recall continues to invest and develop solutions to meet the diverse, complex, global and evolving information management needs of customers. Recall predominantly services companies in the financial services industry, with other key sectors being legal, health care and government. Recall has established a diverse customer base including approximately 80% of the Fortune 100 and over 65% of the Fortune 500. Recall supports approximately 80,000 customer accounts in 25 countries. With a global footprint of more than 300 dedicated facilities, Recall operates a strong global platform.

Recall's shares trade on the ASX under the symbol "REC." Additional information about Recall can be found on its website located at [www.recall.com.au](http://www.recall.com.au) (the contents of which are not part of this proxy statement).

**Recall Management's Discussion and Analysis of Financial Condition and Results of Operations**

**Business Overview**

**Key characteristics of Recall business model:**

Highly recurring, contractual revenue streams;

Attractive margins and cash flow;

Table of Contents

Strong customer satisfaction and long term relationships (16 of top 20 customers have been with Recall for over 13 years);

Diverse customer base; and

Leading market positions in the majority of its global markets served

**Recall's customers**

Recall has a highly diversified customer base. Our customers include large multinational companies including approximately 80% of the Fortune 100 and over 65% of the Fortune 500 companies, as well as small and medium-sized enterprises.

Recall's partnership approach has enabled it to retain customers and expand its service offering over a long period, having served 16 of its top 20 customers for over 13 years. While our largest customers are predominantly in the financial services industry, Recall operates across a broad array of other sectors including legal services, health care and government.

**Recall's Service Lines**

Recall Document Management Solutions, Data Protection Services, Secure Destruction Services and Digital Solutions enable organizations to manage the life cycle of their information, comply with applicable regulation, recover from disasters, and manage their information in an economically efficient manner. Recall continues to invest and extend its solutions to best serve its customers' needs, which are increasing complex and global in nature.

**Document Management Services (DMS)**

Recall's DMS service line includes the storage, indexing, retrieval and delivery and overall physical management services at the document, carton and file level. Recall manages its customers' holdings in highly secure facilities with full chain of custody reporting.

Recall's current digital service offering, also reported within our DMS service line, encompasses the capture, indexing, storage and retrieval and governance of information through the use of high-quality, high-speed Optical Character Recognition to prepare and convert information into a digital format.

**Data Protection Services (DPS)**

Recall's DPS service offering includes providing a single source for customers' total data protection needs, including collection, secure and climate-controlled offsite storage, rotation, archiving, planning and recovery services for back-up data and other media.

**Secure Destruction Services (SDS)**

Recall's SDS service offering includes the scheduled or ad hoc collections for transportation to document destruction centers within a tightly controlled, highly secure, closed-loop process whereby locked containers are picked up, and transported in a secure Recall truck and destroyed at dedicated destruction centers.

**Recall's revenues**

Approximately two-thirds of Recall's revenue stream is highly recurring in nature.

Table of Contents

Storage and retention fees (54.1% of FY15 revenue) Recurring revenue earned under long term contracts, based on the quantity of information under management. This revenue is derived from Recall's DMS and DPS service lines;

Service and activity fees (43.2% of FY15 revenue) Recurring and activity-based revenue, derived across each of Recall's four service lines, earned from the provision of various services such as:

- a. Secure destruction services;
- b. Stored information retrieval;
- c. Document and data tape pick up and destruction;
- d. On demand document conversion services;
- e. Customer specific projects; and
- f. Termination, or "perm-out" fees received when certain customer agreements are terminated or expire.

Paper recycling (2.7% of FY15 revenue) Revenue earned from the sale of shredded paper.

**Recall operating expenses**

Cost of sales (excluding depreciation and amortization) consists primarily of:

Wages and benefits for field personnel;

Facility occupancy costs (including rent and utilities);

Transportation expenses (including vehicle leases and fuel;

Other product cost of sales and other equipment costs and supplies.

Of these, wages and benefits and facility occupancy costs are the most significant.

Selling, general and administrative expenses consist primarily of:

Wages and benefits for management, administrative, information technology, sales, account management and marketing personnel; and

Expenses related to communications and data processing, travel, professional fees, bad debts, training, office equipment and supplies.



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Trends in facility occupancy costs are impacted by the total number of facilities Recall occupies, the mix of properties Recall owns versus properties Recall occupies under operating leases, fluctuations in per square foot occupancy costs and the levels of utilization of these properties. Trends in total wages and benefits in dollars and as a percentage of total consolidated revenue are influenced by changes in headcount and compensation levels, achievement of incentive compensation targets, workforce productivity and variability in costs associated with medical insurance and workers' compensation.

Recall's depreciation and amortization charges result primarily from the capital-intensive nature of Recall's business. The principal components of depreciation relate to storage systems, which include racking structures, building and leasehold improvements, computer systems hardware and software and buildings. Amortization relates primarily to customer relationship acquisition costs and is impacted by the nature and timing of acquisitions.

Table of Contents

The following table is a comparison of underlying average exchange rates of the foreign currencies that had the most significant impact on Recall's U.S. dollar-reported revenues and expenses. Recall manages its foreign exchange exposures with the goal of reducing volatility in the value of foreign currency cash flows and assets. Exposures generally arise through transactions denominated in a currency other than a subsidiary's functional currency or through the translation of revenues and operating expenses and assets and liabilities of overseas subsidiaries into U.S. dollars.

	Average Exchange Rates for the Years Ended June 30,		Percentage Strengthening / (Weakening) of Foreign Currency
	2015	2014	
Australian dollar	0.8289	0.9133	(9.2)%
Brazilian real	0.3739	0.4370	(14.4)%
British pound sterling	1.5718	1.6329	(3.7)%
Canadian dollar	0.8493	0.9337	(9.0)%
Euro	1.1913	1.3592	(12.4)%

	Average Exchange Rates for the Years Ended June 30,		Percentage Strengthening / (Weakening) of Foreign Currency
	2014	2013	
Australian dollar	0.9133	1.0212	(10.6)%
Brazilian real	0.4370	0.4874	(10.3)%
British pound sterling	1.6329	1.5667	4.2%
Canadian dollar	0.9337	0.9919	(5.9)%
Euro	1.3592	1.2939	5.0%

***Critical Accounting Policies***

The preparation of Recall's unaudited financial statements in accordance with IFRS requires Recall management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures of contingent assets and liabilities at the date of the financial statements and for the period then ended. Recall management bases its estimates on past experience and other assumptions that are believed to be reasonable under the circumstances, and Recall management evaluates these estimates on an ongoing basis. Although these estimates are based on Recall management's best knowledge of current events and actions that may impact Recall in the future, actual results may be materially different from the estimates. Recall's critical accounting policies are those that materially affect its financial statements and involve difficult, subjective or complex judgments by Recall management, as described below.

**Revenue Recognition**

Revenue is recognized to the extent that it is probable that the economic benefits will flow to Recall and the revenue can be reliably measured, regardless of when the payment is received. Revenue is measured at the fair value of the consideration received or receivable. Amounts disclosed as revenue are net of duties and taxes paid (Goods and Services Tax and local equivalents).

Revenue from the sale of goods is recognized when the significant risks and rewards of ownership of the goods have passed to the buyer, usually on delivery of the goods. Revenue from the sale of goods is measured at the fair value of the consideration received or receivable, net of returns and allowances, trade discounts and volume rebates.

Table of Contents

Revenue for services is recognized when invoicing the customer following the provision of the service and/or under the terms of agreed contracts in accordance with agreed contractual terms in the period in which the service is provided.

**Basis of Consolidation**

The unaudited consolidated financial statements of Recall include the assets, liabilities and results of Recall Holdings Limited and all its legal subsidiaries. The consolidation process eliminates all inter-entity accounts and transactions. Any financial statements of overseas subsidiaries that have been prepared in accordance with overseas accounting practices have been adjusted to comply with Australian Accounting Standards (AAS) before inclusion in the consolidation process. The financial statements of all material subsidiaries are prepared for the same reporting period.

A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction. If Recall loses control over a subsidiary, it derecognizes the related assets (including goodwill), liabilities, non-controlling interest and other components of equity while any resultant gain or loss is recognized in profit or loss. Any investment retained is recognized at fair value.

**Business Combinations**

Business combinations are accounted for using the acquisition method. On acquisition, the assets and liabilities and contingent liabilities of a subsidiary are measured at their fair values at the date of acquisition. Any excess of the cost of acquisition over the fair values of the identifiable net assets acquired is recognized as goodwill. Any deficiency of the cost of acquisition below the fair values of the identifiable net assets acquired (i.e. discount on acquisition) is credited to the income statement in the period of acquisition. The interest of non-controlling shareholders is stated at the non-controlling proportion of the fair values of the assets and liabilities recognized. Any acquisition-related transaction costs are expensed in the period of acquisition.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of Recall's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units. Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

When Recall acquires a business, it assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree. If the business combination is achieved in stages, any previously held equity interest is re-measured at its acquisition date fair value and any resulting gain or loss is recognized in profit or loss.

The results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the effective date of acquisition or up to the effective date of disposal, as appropriate.

**Investment in Controlled Entities**

Shares in controlled entities, as recorded in the parent entity, are recorded at cost, less provision for impairment.

Table of Contents

**Investment in Joint Ventures**

Investments in joint venture entities are accounted for using the equity method in the consolidated financial statements, and include any goodwill arising on acquisition. Under this method, Recall's share of the post-acquisition profits or losses of the joint venture is recognized in the income statement and its share of post-acquisition movements in reserves is recognized in consolidated reserves. The cumulative post-acquisition movements are adjusted against the carrying amount of the investment.

If Recall's share of losses in a joint venture equals or exceeds its interest in the joint venture, Recall does not recognize further losses unless it has incurred obligations or made payments on behalf of the joint venture.

Loans to equity accounted joint ventures under formal loan agreements are long term in nature and are included as investments.

Where there has been a change recognized directly in the joint venture's equity, Recall recognizes its share of any changes as a change in equity.

**Intangible Assets**

Intangible assets acquired are capitalized at cost, unless acquired as part of a business combination in which case they are capitalized at fair value as at the date of acquisition. Following initial recognition, intangible assets are carried at cost less provisions for amortization and impairment.

The costs of acquiring and developing computer software for internal use are capitalized as intangible non-current assets where it is used to support a significant business system and the expenditure leads to the creation of a durable asset.

Useful lives have been established for all non-goodwill intangible assets. Amortization charges are expensed in the income statement on a straight-line basis over those useful lives. Estimated useful lives are reviewed annually. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are considered to modify the amortization period or method, as appropriate, and are treated as changes in accounting estimates and adjusted on a prospective basis.

The expected useful lives of intangible assets are generally: a) Customer lists and relationships 3-20 years and b) Computer software 3-10 years.

There are no non-goodwill intangible assets with indefinite lives.

Intangible assets are tested for impairment where an indicator of impairment exists, either individually or at the cash generating unit level.

Gains or losses arising from de-recognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the income statement when the asset is de-recognized

**Goodwill**

Goodwill is carried at cost less accumulated impairment losses. Goodwill is not amortized.

Goodwill represents the excess of the cost of an acquisition over the fair value of Recall's share of the net identifiable assets of the acquired subsidiary or joint venture at the date of acquisition.

Goodwill on acquisitions of subsidiaries is included in intangible assets. Goodwill on acquisitions of joint ventures is included in investments in joint ventures.

Table of Contents

Upon acquisition, any goodwill arising is allocated to each cash generating unit expected to benefit from the acquisition. Goodwill is tested annually for impairment, or more frequently if events or changes in circumstances indicate that it might be impaired. An impairment loss is recognized when the recoverable amount of the cash generating unit is less than its carrying amount. On disposal of an operation, goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal.

(amounts in millions)	Carrying Value as of June 30, 2015
Total Goodwill	\$ 677.2

**Income Tax**

The income tax expense or benefit for the year is the tax payable or receivable on the current year's taxable income based on the national income tax rate for each jurisdiction, adjusted by changes in deferred tax assets and liabilities attributable to temporary differences between the tax bases of assets and liabilities and their carrying amounts in the financial statements, and to unused tax losses.

Current income tax relating to items recognized directly in equity is recognized in equity and not in the statement of profit or loss. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred tax is accounted for using the balance sheet liability method in respect of temporary differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax basis used in the computation of taxable profit, calculated using tax rates which are enacted or substantively enacted by the balance sheet date.

Deferred tax assets are recognized for deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilize those temporary differences and losses. The carrying amount of deferred tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized. Unrecognized deferred tax assets are re-assessed at each reporting date and are recognized to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered

Deferred tax assets and liabilities are not recognized:

- a. Where the deferred tax arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or
- b. In respect of temporary differences associated with investments in subsidiaries and joint ventures where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Current and deferred tax attributable to amounts recognized directly in equity, are also recognized directly in equity.

Deferred tax relating to items recognized outside profit or loss is recognized outside profit or loss. Deferred tax items are recognized in correlation to the underlying transaction either in other comprehensive income or directly in equity.

Table of Contents

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

***Recent Accounting Pronouncements***

Recall has applied the following new accounting standards and interpretations from July 1, 2014:

AASB 2012-3: Amendments to AASB 132, Offsetting Financial Assets and Financial Liabilities, addresses inconsistencies identified in applying some of the offsetting criteria of AASB 132, clarifies the meaning of 'currently has a legally enforceable right to set-off' and that some gross settlement systems may be considered equivalent to net settlement. The revised requirements do not affect the accounting for any of Recall's current offsetting arrangements.

AASB Interpretation 21: clarifies that an entity recognizes a liability for a levy when the activity that triggers payment, as identified by the relevant legislation, occurs. For a levy that is triggered upon reaching a minimum threshold, the interpretation clarifies that no liability should be anticipated before the specified minimum threshold is reached. Retrospective application is required for AASB Interpretation 21. Adoption of this interpretation did not impact amounts recognized in the financial statements.

AASB 2013-4: Amendments to AASB 139, Novation of Derivatives and Continuation of Hedge Accounting, permit the continuation of hedge accounting in specified circumstances where a derivative, which has been designated as a hedging instrument, is novated from one counterparty to a central counterparty as a consequence of laws or regulations. The revised requirements did not impact amounts recognized in the financial statements.

AASB 2014-1 Part A: Amendments to Australian Accounting Standards Annual Improvements 2010- 2012 and 2011-2013 Cycle sets out amendments to AAS arising from the issuance by the International Accounting Standards Board (IASB) of IFRSs, including amendments to AASB 2, Share-based Payment, AASB 3, Business Combinations, AASB 8, Operating Segments, AASB 116, Property, Plant and Equipment, AASB 124, Related Party Disclosures, and AASB 138, Intangible Assets (2010-2012 cycle), AASB 13, Fair Value Measurement, and AASB 140, Investment Property (2011-2013 cycle). These improvements are effective from 1 July 2014 and Recall has applied these amendments for the first time in its fiscal 2015 consolidated financial statements. Adoption of these amendments did not impact amounts recognized in the financial statements.

AASB 2013-9, Part C: Amendments to Australian Accounting Standards Financial Instruments, makes amendments to a number of AAS, including incorporating Chapter 6, Hedge Accounting into AASB 9, Financial Instruments. Adoption of these amendments did not impact amounts recognized in the financial statements.

***New accounting standards and interpretations issued but not yet applied***

At 30 June 2015, the following Australian Accounting Standards and interpretations have been issued or amended and have not been early-adopted by Recall for the annual reporting period ended 30 June 2015.

AASB 9: AASB 9, Financial Instruments, is a new Principal standard applicable to annual reporting periods beginning on or after 1 January 2018, with early adoption permitted, subject to measurement and derecognition of financial assets and liabilities and may affect Recall's accounting for financial assets and liabilities. Recall does not expect that this standard will have a significant impact on its financial statements.

Table of Contents

AASB 2014-4: This guidance amends AASB 116, Property, Plant and Equipment, and AASB 138, Intangible Assets, to establish the principle for the basis of depreciation and amortization as being the expected pattern of consumption of the future economic benefits of an asset. The amendment also clarified that revenue is generally presumed to be an inappropriate basis for measuring the consumption of the economic benefits embodied in an intangible asset. This presumption, however, can be rebutted in certain limited circumstances. The standard is applicable to reporting periods beginning on or after 1 January 2016, with early adoption being permitted. Recall does not expect that this standard will have a significant impact on its financial statements.

AASB 15: AASB 15, Revenue from Contracts with Customers, is applicable to annual reporting periods beginning on or after 1 January 2017, with early adoption being permitted. This standard provides a single, comprehensive revenue recognition model for all contracts with customers. Recall is in the process of assessing the new standard's impact and does not anticipate a significant impact on the Group's financial statements.

AASB 2015-1: Amendments to Australian Accounting Standards Annual Improvements to 2012-2014 Cycle sets out amendments to certain AAS, including AASB7, Financial Instruments. Recall does not expect that this standard will have a significant impact on its financial statements.

**Factors affecting Comparability of Results**

The Recall Group unaudited consolidated financial statements presented in this proxy statement were prepared on the basis of statutory requirements under IFRS, such that the results of entities acquired as part of the demerger (the "demerger") from Brambles Limited (Brambles) during the year ended 30 June 2014 have only been included since the date of their respective acquisition from Brambles. Therefore, Recall's statutory financial performance for the years ended 30 June 2013 and 30 June 2014, as presented below, includes results of a number of material Recall entities for only a part of the financial year, the Recall historical financial information included in the MD&A section represents an aggregation of financial information from individual entities that comprise the Recall Group. As a result, a direct comparison between the fiscal 2013, 2014 and 2015 statutory results is not reflective of the full Recall business, as it existed as of the end of fiscal 2015.

The results of entities acquired as part of the corporate restructuring leading up to the demerger from Brambles, during the year ended 30 June 2014 have only been included since the date of their respective acquisition from Brambles. The actual effective date of demerger from Brambles was 18 December 2013, however the following segments, of what is the current total Recall business, were acquired in the months preceding the demerger. As a result, the year ended 30 June 2014 contains a partial year contribution of revenues, expenses and profits for these segments.

Americas entered Recall group October - November 2013

Europe entered Recall group October - November 2013

Asia entered Recall group November - December 2013

In addition, Recall completed 12 acquisitions during FY2015, for a total purchase price consideration of \$144.3 million in cash. Seven were completed in the USA, three in Australia, one in Brazil, and one in the United Kingdom. These transactions contributed \$23.4 million to revenue in FY15 and are expected to generate revenue in FY16 of \$48 million. The most significant transaction completed during FY2015 was the \$75 million acquisition of Business Records Management in the USA in December 2014, which contributed \$12 million in revenue in FY2015.

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

The sale of the German SDS business was completed in December 2014 for a total purchase price of \$20.4 million in cash for a gain on sale of \$2.1 million, which is reflected in Recall's FY2015 consolidated financial statements. The German SDS business contributed \$4.6 million of SDS revenues in FY2015 and \$13.6 million of SDS revenues in FY2014.

The pre demerger restructuring, described above, is the key driver of year over year variances of revenue, expenses, profits and key balance sheet positions across the financial years ended 30 June 2013, 2014 and 2015. In addition the impact of changes in foreign currency exchange rates to the USD also impacted reported results, with the USD increasing in value significantly against most major currencies over the three reporting periods.

### *Results of Operations*

Comparison of Year Ended June 30, 2015 to Year Ended June 30, 2014 and Comparison Year Ended June 30, 2014 to Year Ended June 30, 2013:

(amounts in millions)	Year Ended June 30,		
	2015	2014	2013
Revenues	\$ 827.8	\$ 613.7	\$ 225.3
Gain on sale of business	2.1	0.0	0.0
Operating expenses	(723.3)	(539.3)	(161.4)
Share of results of joint venture	0.1	0.2	0.0
<b>Operating profit</b>	<b>\$ 106.7</b>	<b>\$ 74.6</b>	<b>\$ 63.9</b>
Net finance costs	(21.6)	(12.3)	(0.6)
<b>Profit before tax</b>	<b>\$ 85.1</b>	<b>\$ 62.3</b>	<b>\$ 63.3</b>
Tax expense	(20.1)	(20.3)	(20.0)
<b>Net Income</b>	<b>\$ 65.0</b>	<b>\$ 42.0</b>	<b>\$ 43.3</b>

Depreciation and amortization (included in Operating expenses)	\$ 69.8	\$ 47.1	\$ 13.1
--	---------	---------	---------

### *Revenues*

(amounts in millions)	Year Ended June 30,		Dollar Change
	2015	2014	
DMS	\$ 641.5	\$ 470.8	\$ 170.7
SDS	101.2	78.7	22.5
DPS	85.1	64.2	20.9
<b>Total Revenues</b>	<b>\$ 827.8</b>	<b>\$ 613.7</b>	<b>\$ 214.1</b>

	Year Ended June 30,		Dollar Change
	2014	2013	
DMS	\$ 470.8	\$ 165.4	\$ 305.4
SDS	78.7	33.2	45.5



Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

DPS	64.2	26.7	37.5
<b>Total Revenues</b>	<b>\$ 613.7</b>	<b>\$ 225.3</b>	<b>\$ 388.4</b>

In FY2015 Recall recognized \$827.8 million of revenues, an increase of approximately \$214 million over FY2014, primarily due to a full year of revenue contribution from the Americas, Europe and Asia

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

segments, as FY2014, only had part year revenues for these segments. Revenue also increased by approximately \$20 million from the flow through of new revenue derived from acquisitions completed in FY2014, as well as new acquisitions completed in FY2015. Revenue for Recall in FY2015 was also negatively impacted by the strengthening throughout the year of the USD against all major currencies in which Recall operates.

Recall completed 12 acquisitions during FY2015, for a total purchase consideration of \$144.3 million. Seven were completed in the USA, three in Australia, one in Brazil, and one in the United Kingdom. These transactions contributed \$23.4 million to revenue in FY2015 from the time of the acquisition through the end of the fiscal year. The major transaction closed during FY2015 was the \$77 million acquisition of Business Records Management in the USA in December 2014, and which contributed \$12 million of revenue to Recall in FY2015.

For the reporting year ended 30 June 2013 revenue of \$225.3M was mostly comprised of revenues derived by the Australia and New Zealand ("ANZ") segment. The increase in revenues from FY2013 to FY2014 was predominantly a result of the Americas, Europe and Asia business segments being acquired by the Recall Group during the first half of FY2014 in connection with the demerger from Brambles. In addition, Recall derived 3% organic revenue growth in FY2014, due predominantly to increased demand and net carton volume in the DMS service line, which was offset in part by a decrease in SDS segment revenue, predominantly in North America, due to the re-pricing of a major customer and completion of a large contract in early FY2013. As stated above, FX rates also contributed to the differences with the strengthening of the USD driving reductions in reported revenues when compared to local currency revenue movements.

Other drivers of revenue growth came from acquisitions undertaken during the course of FY2014. On 31 October 2013, before the Demerger was completed, Recall completed the acquisition of the 51% of Recall Singapore not already owned. Two small tuck-in acquisitions in the USA and the UK were completed in December 2013, with combined annualized revenue of approximately \$5 million and enterprise value of \$9.2 million. In May 2014, Recall acquired CitiStorage LLC in New York for \$48.3 million. In the aggregate, these acquired businesses contributed \$29 million and \$52 million of revenue in FY2014 and FY2015, respectively.

### Operating Expenses

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change	% of Consolidated Revenues		Percentage Change (Favorable)/ Unfavorable
	2015	2014			2015	2014	
Employment Costs	\$ 291.8	\$ 198.6	\$ 93.2	46.9%	35.3%	32.4%	8.9%
Service suppliers:							
travel and transport	51.2	45.4	5.8	12.8%	6.2%	7.4%	(16.4)%
repairs and maintenance	15.9	10.7	5.2	48.6%	1.9%	1.7%	10.2%
subcontractors and other service suppliers	91.7	67.8	23.9	35.3%	11.1%	11.0%	0.3%
Raw materials and consumables	18.1	15.7	2.4	15.3%	2.2%	2.6%	(14.5)%
Occupancy	147.3	111.1	36.2	32.6%	17.8%	18.1%	(1.7)%
Insurance	12.0	10.0	2.0	20.0%	1.4%	1.6%	(11.0)%
Depreciation of property, plant and equipment	45.3	31.0	14.3	46.1%	5.5%	5.1%	8.3%
Write-off of assets	5.2	8.1	(2.9)	(35.8)%	0.6%	1.3%	(52.4)%
Amortisation of intangible assets and deferred expenditure	24.4	16.1	8.3	51.6%	2.9%	2.6%	12.4%
Other	20.4	24.8	(4.4)	(17.7)%	2.5%	4.0%	(39.0)%
<b>Total Operating expense</b>	<b>\$ 723.3</b>	<b>\$ 539.3</b>	<b>\$ 184.0</b>	<b>34.1%</b>	<b>87.4%</b>	<b>87.9%</b>	<b>(0.6)%</b>

Table of Contents

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change	% of Consolidated Revenues		Percentage Change (Favorable)/ Unfavorable
	2014	2013			2014	2013	
Employment Costs	\$ 198.6	\$ 46.2	\$ 152.4	329.9%	32.4%	20.5%	57.8%
Service suppliers:							
travel and transport	45.4	24.5	20.9	85.3%	7.4%	10.9%	(32.0)%
repairs and maintenance	10.7	2.6	8.1	311.5%	1.7%	1.2%	51.1%
subcontractors and other service suppliers	67.8	13.9	53.9	387.8%	11.0%	6.2%	79.1%
Raw materials and consumables	15.7	4.0	11.7	292.5%	2.6%	1.8%	44.1%
Occupancy	111.1	39.1	72.0	184.1%	18.1%	17.4%	4.3%
Insurance	10.0	1.2	8.8	733.3%	1.6%	0.5%	205.9%
Depreciation of property, plant and equipment	31.0	8.8	22.2	252.3%	5.1%	3.9%	29.3%
Write-off of assets	8.1	0.0	8.1		1.3%		
Amortisation of intangible assets and deferred expenditure	16.1	4.3	11.8	274.4%	2.6%	1.9%	37.5%
Other	24.8	16.8	8.0	47.6%	4.0%	7.5%	(45.8)%
<b>Total Operating expense</b>	<b>\$ 539.3</b>	<b>\$ 161.4</b>	<b>\$ 377.9</b>	<b>234.1%</b>	<b>87.9%</b>	<b>71.6%</b>	<b>22.7%</b>

As discussed in the revenue section above the key driver contributing to increases in operating expenses from FY2014 to FY2015 was the restructuring leading up to the demerger from Brambles. Part way through FY2014 the Americas, Europe and Asia segments entered the Recall Group, which up until that time was almost entirely comprised of the ANZ segment on its own. In addition the timing and operating expense contribution of acquisitions affects period over period operating expense comparisons.

In FY2015 Recall incurred significant charges of \$29.0 million and \$39.0 million in FY2015 and FY2014 respectively, consisting primarily of:

Restructuring costs of \$15.8 million in FY2015 relating to the provisions taken up for the facility optimization program 2 (FOP 2). This program involves consolidating existing facilities or downsizing under-utilized sites in Australia, Brazil, United Kingdom, France and Denmark. The expense consists of approximately \$5 million in non-cash asset impairments, with the balance consisting of lease exit costs, relocation costs and employee redundancies. An expense of \$17.1 million was recognized in FY2014 for facility optimization program 1 (FOP 1), which involved a similar program in North America and France;

Demerger related expenses of \$4.5 million in FY2015 relating primarily to non-cash share based employee incentive equity awards granted in connection with the demerger which have to be recognized as vesting progresses, rather than being accrued at the time of the demerger. These expenses relate directly to the December 2013 demerger from Brambles. An expense of \$16.7 million was incurred in FY2014 for demerger related expenses;

Transaction costs of \$5.8 million in FY2015 relating to legal and professional fees incurred as a result of Iron Mountain's bid for Recall;

Acquisition related costs of \$2.9 million in FY2015 relating to Recall's acquisition program and the divestment of SDS German business, consisting of legal, accounting and other professional fees. In FY2014 Recall incurred \$1.9 million of these acquisition related costs;

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

A tax benefit of \$10.1 million in FY2015 relating to the reset of the tax basis of certain assets of the Australian entities as a result of the establishment of a new consolidated Australian tax group post demerger; and

Table of Contents

In FY2014 Recall also incurred a \$3.3 million expense relating to the write off of certain intangible software assets for which no future economic benefit were expected to be derived.

As discussed above, the restructuring leading up to the demerger from Brambles also contributed to significant increases in operating expenses from FY2013 to FY2014. Part way through FY2014 the Americas, Europe and Asia segments became part of the Recall Group, which up until that time was almost entirely comprised of the ANZ segment. As a result FY2013 included little to no operating expenses relating to the Americas, Europe and Asia segments, while FY2014 included operating costs for eight to nine months for those segments. There were no other material changes between the fiscal periods other than the movement in foreign exchange rates and the significant charges incurred in FY2014, which have been described above.

**Interim Results for Fiscal Years 2015 and 2014**

(amounts in millions)	FY2015	
	Six months ended June 30, 2015	Six months ended December 31, 2014
DMS	\$ 311.1	\$ 330.4
SDS	47.9	53.3
DPS	41.8	43.3
<b>Total Revenues</b>	<b>\$ 400.8</b>	<b>\$ 427.0</b>

	FY2014	
	Six months ended June 30, 2014	Six months ended December 31, 2013
DMS	\$ 328.1	\$ 142.7
SDS	56.3	22.4
DPS	45.4	18.8
<b>Total Revenues</b>	<b>\$ 429.8</b>	<b>\$ 183.9</b>

For the six months ended June 30, 2015 revenues were materially impacted by the significant strengthening of the USD during that reporting period, which meant that local currency revenues for the six months ended June 30, 2015 for the countries in which Recall operates were actually higher than those reported for the six months ended December 31, 2014 which were translated at materially different USD exchange rates.

Those higher revenues were derived from the impact of acquisitions, organic growth and the on-boarding of new customers during the six months ended June 30, 2015.

As described above the key driver contributing to revenue growth from the six months ended December 31, 2013 to the six months ended June 30, 2014 was the restructuring leading up to the demerger from Brambles. Part way through the six months ended December 31, 2013 the Americas, Europe and Asia segments became part of the Recall Group, which up until that time was almost entirely comprised of the ANZ segment. The impact of this restructuring contributed incremental revenue of approximately \$220 million to the six months ended June 30, 2014. In addition the timing and revenue contribution of acquisitions impacted the period over period comparisons.

Table of Contents**Segment Analysis****Americas**

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change
	2015	2014		
Sales revenue	\$ 387.4	\$ 217.0	\$ 170.4	78.5%
Operating profit	\$ 65.7	\$ 14.8	\$ 50.9	343.9%
Depreciation and amortization	\$ 30.3	\$ 14.1	\$ 16.2	114.9%
EBITDA	\$ 96.0	\$ 28.9	\$ 67.1	232.2%

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change
	2014	2013		
Sales revenue	\$ 217.0	\$ 4.1	\$ 212.9	5192.7%
Operating profit	\$ 14.8	\$ 1.0	\$ 13.8	1380.0%
Depreciation and amortization	\$ 14.1	\$ 0.3	\$ 13.8	4600.0%
EBITDA	\$ 28.9	\$ 1.3	\$ 27.6	2123.1%

Recall presents EBITDA in this proxy statement to provide investors with a supplemental measure of Recall's segmented operating performance. EBITDA is a non-IFRS financial measure. Recall defines EBITDA as operating profit before income taxes, interest income (expense), and depreciation and amortization. Recall's use of EBITDA has limitations as an analytical tool, and you should not consider this performance measure in isolation form or as a substitute analysis of Recall results as reported under IFRS.

Recall does not allocate tax, interest, and other corporate expenses to the segments, as such, no reconciliation of EBITDA to net income is shown.

In FY2015 this segment reported full period revenues and earnings for all of its entities, as opposed to a part year contribution in FY2014. This contributed approximately \$136 million of the increase in revenues between the FY2014 and FY2015 reporting period. The full year contribution of businesses acquired during FY2014, together with new acquisitions completed in FY2015 contributed additional revenues of approximately \$32 million. In FY2015 the region also enjoyed strong organic growth driven by the onboarding of new customers from contract wins.

As described in the consolidated commentary above, the results for the Americas segment are primarily impacted by the corporate restructuring leading up to the demerger from Brambles. In FY2013 only a minor entity within the Americas segment was part of the consolidated Recall Group. Between October and November 2013 the main entities comprising the Americas segment also became part of the Recall Group, and as such the inclusion of revenue, operating profit, depreciation and amortization and EBITDA derived by these entities was the main contributing factor to increases in revenue, operating profit, depreciation and amortization and EBITDA from FY2013 to FY2014. In addition, acquisitions completed during FY2014 also contributed incremental revenues of approximately \$6 million.

The inclusion of full year operating profit, depreciation and amortization and EBITDA derived by these entities, the positive impact of acquisitions and strong cost management were the main contributing factors to increases in revenue, operating profit, depreciation and amortization and EBITDA from FY2014 to FY2015.

Table of Contents**Europe**

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change
	2015	2014		
Sales revenue	\$ 188.0	\$ 152.5	\$ 35.5	23.3%
Operating profit	\$ 13.7	\$ 6.5	\$ 7.2	110.8%
Depreciation and amortization	\$ 12.7	\$ 9.8	\$ 2.9	29.6%
EBITDA	\$ 26.4	\$ 16.3	\$ 10.1	62.0%

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change
	2014	2013		
Sales revenue	\$ 152.5	\$ 0.0	\$ 152.5	
Operating profit	\$ 6.5	\$ 0.0	\$ 6.5	
Depreciation and amortization	\$ 9.8	\$ 0.0	\$ 9.8	
EBITDA	\$ 16.3	\$ 0.0	\$ 16.3	

In FY2015 this segment reported full period revenues and earnings for all its entities, as compared to a part year contribution during the FY2014 fiscal year, and this is the main driver of both revenue and other reported differences.

As described in the consolidated commentary above, the results for the Europe segment are primarily impacted by the corporate restructuring leading up to the demerger from Brambles. In FY2013 the Europe segment was not part of the consolidated Recall Group and as such no revenues or earnings for this period were reported. Between October and November 2013 the main entities comprising the Europe segment became part of the Recall group, and as such the revenue derived by these businesses, for the balance of the FY2014 fiscal year, of \$152 million drove the increases in revenues and other reporting metrics from FY2013 to FY2014.

The inclusion of full year operating profit, depreciation and amortization and EBITDA derived by these entities was the main contributing factor to increases in revenue, operating profit, depreciation, amortization and EBITDA from FY2014 to FY2015 in addition to the positive impact of acquisitions and strong cost management.

**Australia and New Zealand**

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change
	2015	2014		
Sales revenue	\$ 178.1	\$ 198.3	\$ (20.2)	(10.2)%
Operating profit	\$ 29.3	\$ 41.2	\$ (11.9)	(28.9)%
Depreciation and amortization	\$ 11.7	\$ 11.8	\$ (0.1)	(0.8)%
EBITDA	\$ 41.0	\$ 53.0	\$ (12.0)	(22.6)%

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change
	2014	2013		
Sales revenue	\$ 198.3	\$ 221.2	\$ (22.9)	(10.4)%
Operating profit	\$ 41.2	\$ 62.9	\$ (21.7)	(34.5)%
Depreciation and amortization	\$ 11.8	\$ 12.8	\$ (1.0)	(7.8)%
EBITDA	\$ 53.0	\$ 75.7	\$ (22.7)	(30.0)%

Table of Contents

Recall Australia and New Zealand (ANZ) was part of the reporting group for each of the three financial years and was not materially impacted by the corporate restructuring that has been described in other sections. However, the segment was materially impacted each year due to the weakening of the AUD against the USD. This foreign currency impact results in reductions in revenues and earnings on a reported basis being significantly higher than those on a constant currency basis.

In FY2015, the six months ended December 31, 2014 was negatively impacted by strategic price reductions from the prior period, leading to revenue decline. However, during the second half of fiscal 2015, price increases, lower concessions and fewer price renegotiations resulted in overall positive pricing in ANZ for FY2015. Strong carry over wins and improving customer retention have resulted in positive carton volume growth in Australia and three acquisitions completed during FY2015 are expected to help drive growth in FY2016. The most significant acquisition in ANZ during FY2015 was the August 2014 acquisition of Access Records Management, which is performing in line with expectations and contributed approximately \$6 million in incremental FY2015 revenues. Aggressive cost controls focused on transportation and labor costs began to take effect in the six months ended June 30 2015, which is expected to have a positive impact on FY2016 operating profit for this segment.

In FY2014, while ANZ revenue declined. Recall generated positive carton growth, maintained its leading market position and generated strong margins and cash flow. The increase in service revenue and volume was offset by competitive pricing pressures. Price increases were insufficient to cover increased property and other CPI-based cost increases, and overhead costs increased as sales and marketing resources were added.

**Asia**

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change
	2015	2014		
Sales revenue	\$ 74.3	\$ 45.9	\$ 28.4	61.9%
Operating profit	\$ 16.1	\$ 7.7	\$ 8.4	109.1%
Depreciation and amortization	\$ 5.8	\$ 4.6	\$ 1.2	26.1%
EBITDA	\$ 21.9	\$ 12.3	\$ 9.6	78.0%

(amounts in millions)	Year Ended June 30,		Dollar Change	Percentage Change
	2014	2013		
Sales revenue	\$ 45.9	\$ 0.0	\$ 45.9	
Operating profit	\$ 7.7	\$ 0.0	\$ 7.7	
Depreciation and amortization	\$ 4.6	\$ 0.0	\$ 4.6	
EBITDA	\$ 12.3	\$ 0.0	\$ 12.3	

In FY2015 this segment reported full period revenues and earnings for all its entities, as compared to a part year contribution during FY2014, and this is the main driver of both revenue and other reported differences in addition to the incremental revenues of approximately \$11 million and the associated earnings from the acquisition of the Singapore business.

As described in the consolidated commentary above, the results for the Asia segment are significantly impacted by the corporate restructuring leading up to the demerger from Brambles. In FY2013 Asia was not part of the consolidated Recall Group and as such no revenues or earnings were reported for this period. Between November and December 2013 the main entities comprising the Asia segment were consolidated into the Recall group, and as such the revenue derived by these businesses contributed to the significant change in revenues and other reporting metrics from FY2013 to FY2014. On 31 October 2013, before the Demerger was completed, Recall completed the acquisition of the 51%



Table of Contents

of Recall Singapore not already owned. This allowed the full revenues for Singapore to be reported within the Recall results through consolidation and contributed \$23 million of the revenue increase from FY2013 to FY2014.

The inclusion of full year operating profit, depreciation and amortization and EBITDA derived by these entities was the main contributing factor to increases in revenue, operating profit, depreciation, amortization and EBITDA from FY2014 to FY2015 in addition to the positive impact of acquisitions and strong cost management.

**Liquidity and Capital Resources****Funding & Liquidity**

Recall has funded its operations since the Demerger on 18 December 2013 through a multi-bank syndicated credit facility. The initial facility had a credit limit of US\$800 million and was provided through seven multi-national banks. On 29 October 2014, Recall refinanced the facility with the seven existing syndicate banks and as part of the refinancing transaction, the facility size was increased from US\$800 million to US\$1,050 million, the interest margin and fees were reduced, and the tenor for the full amount was extended to 29 October 2019.

The facility is unsecured, with covenants related to leverage (net debt/pro forma EBITDA maximum 3.5x) and pro-forma interest coverage (giving effect to the demerger from Brambles) (EBITDA/net finance costs minimum 3.5x). The facility allows for floating rate borrowings in multiple currencies, which mirror those utilized by Recall's global operating entities, providing natural foreign exchange offsets. Borrowings under the facility bear interest at a periodic fixed rate equal to the base rate for the applicable interest period and currency denomination, plus an applicable margin.

**Dividends**

For the six months ended 31 December 2014 the Recall Board paid a dividend of 9.0 Australian cents per share, representing approximately 60% of after-tax earnings for the six-month period. The dividend was 30% franked (an income tax benefit that is passed on to Australian shareholders) and 70% was classified as conduit foreign income.

For the final FY2015 dividend, the Recall Board has determined to pay a dividend of 10.0 Australian cents per share. Accordingly, total dividends in FY2015 of 19.0 Australian cents per share, mean that Recall will have paid out approximately 69% of after-tax earnings for FY2015. The final dividend will be 40% franked and 60% will be classified as conduit foreign income. The dividend is expected to be paid on 28th October 2015 to shareholders on the Recall share register on 7 October 2015.

Both dividends were in line with the Recall Board's policy to target a long-term target dividend pay-out ratio of 55-70% of net profit after tax, after taking account of the future funding needs of the business. This policy will be kept under review by the Recall Board and may change over time.

The following is a summary of Recall's cash balances and cash flows (in thousands) as of and for the years ended June 30,

(amounts in millions)	2015	2014	2013
Cash flows from operating activities continuing operations	\$ 127.3	\$ 113.8	\$ 57.6
Cash flows from investing activities continuing operations	\$ (185.5)	\$ (90.8)	\$ (5.8)
Cash flows from financing activities continuing operations	\$ 68.3	\$ 43.8	\$ (74.4)
Cash and cash equivalents at the end of the year	\$ 72.6	\$ 72.1	\$ 6.1

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

Net cash provided by operating activities from continuing operations was \$127 million for the year ended June 30, 2015 and included \$178 million of cash generated from operations less cash financing costs of \$22 million and cash taxes of \$29 million.

For FY2014 cash generated from operations was \$114 million comprising \$151 million of cash generated from operations less cash financing costs of \$15 million and cash taxes of \$23 million.

For FY2013 the cash flow from operating activities of \$57 million was almost entirely derived from the ANZ segment, which for that fiscal period was the main operating entity of the Recall Group.

Cash flows from investing activities in FY2015 included \$144 million on 12 acquisitions completed during this fiscal year in addition to \$61 million in capital expenditures. Offsetting this was \$20 million in proceeds from the divestment of the SDS German business, which was sold in December 2014.

Cash flows from investing activities in FY2014 included \$56 million on 3 acquisitions and \$34 million on capital expenditures. In FY2013 cash flows from investing activities only included capital expenditures relating to the ANZ segment due to the restructuring that has been described in earlier sections.

Cash flows from financing activities of \$68 million for FY2015 comprised the payment of approximately \$44 million in dividends and the drawdown of borrowings of approximately \$112 million.

Cash flow from financing activities of \$44 million in FY2014 comprised of the drawdown of borrowings of approximately \$553 million, predominantly at the date of Demerger, as well as the payment to Brambles of \$509 million to repay intercompany loans. Cash flows from financing activities of negative \$74 million in FY2013 related to payments to affiliated companies while part of the Brambles Group.

### **Contractual Obligations**

The following table summarizes Recall's contractual obligations as of June 30, 2015 and the anticipated effect of these obligations on Recall's liquidity in future years:

(amounts in millions)	Total	Payments Due by Period		
		Less than 1 Year	1 - 5 Years	More than 5 Years
Borrowing Facilities	\$ 625.4	\$ 1.5	\$ 623.9	\$ 0.0
Bank Overdrafts	15.9	15.9	0.0	0.0
Capital Leases	13.3	4.4	8.9	0.0
Operating Lease Commitments	534.5	105.0	270.4	159.1
Capital Expenditure Commitments	11.2	9.9	1.3	0.0
<b>Total</b>	<b>\$ 1,200.3</b>	<b>\$ 136.7</b>	<b>\$ 904.5</b>	<b>\$ 159.1</b>

Recall expects to meet its cash flow requirements for the next twelve months from cash generated from operations, existing cash, cash equivalents, and borrowings under the Credit Agreement. Other available options include senior or senior subordinated notes, secured credit facilities, securitizations, mortgage or capital lease financings, and the issuance of equity.

Recall maintains a \$1,050M unsecured credit facility with a syndicate of banks. The facility allows for floating rate borrowings in multiple currencies, which mirror those utilized by Recall's global operating entities, providing natural foreign exchange offsets. Borrowings under the facility bear interest at a periodic fixed rate equal to the base rate for the applicable interest period and currency denomination, plus an applicable margin. The facility matures in 2019 and includes covenants and terms typical for a multi-national borrower. The amounts in the table above do not include the interest expense that would be payable on the outstanding borrowings.

Table of Contents

Recall also maintains a multinational cash pool with a third-party bank. The cash pool allows Recall to efficiently manage its global cash position, reduce borrowing costs and maximize returns on cash. The overdraft balances incurred under this program have replaced intercompany loans.

The capital leases primarily represent leases on vehicles associated with the operations of the business.

Recall has entered into operating lease agreements for offices, operational locations, and plant and equipment. The leases have varying terms, escalation clauses and renewal rights. Escalation clauses are rare and any impact is considered immaterial.

The capital expenditure commitments principally relate to property, plant, and equipment needs in the ordinary course of business.

**Risks**

*Interest Rate Risk*

Recall's exposure to potential volatility in finance costs, predominantly U.S. dollars, Australian dollars, Sterling and Euros, is managed by maintaining a mix of fixed and floating-rate instruments within select target bands over defined periods. In most cases, interest rate derivatives are used to achieve these targets synthetically.

The following table sets out the sensitivity of Recall's financial assets and financial liabilities to interest rate risk applying the following assumptions. Impact on profit after tax and equity assumes a parallel shift in the interest rates by the number of basis points included in the table below.

	Interest rate risk			
	2015		2014	
	Lower rates	Higher rates	Lower rates	Higher rates
US dollar interest rates	50 bps	+100 bps	50 bps	+100 bps
Australian dollar interest rates	50 bps	+100 bps	50 bps	+100 bps
Sterling interest rates	50 bps	+100 bps	50 bps	+100 bps
Euro interest rates	50 bps	+100 bps	50 bps	+100 bps
	US\$M	US\$M	US\$M	US\$M
Impact on profit after tax(1)	1.2	(2.5)	1.2	(2.3)
Impact on equity	(1.5)	2.9	(1.3)	2.6

(1) Assumes tax at standard Australian rate of 30%

*Foreign Exchange Risk*

Exposure to foreign exchange risk arises from the global nature of Recall's business and its capital structure. It is also inherent in the financial instruments that are denominated in a currency other than the functional currency in which they are measured. For the purposes of AASB 7 Financial Instruments: Disclosures, currency risk does not arise from financial instruments that are non-monetary items or from financial instruments denominated in the functional currency and accordingly, these items are not included in the currency profile table below. Recall currently does not have any hedging instruments pertaining to its consolidated foreign exchange exposure. As of 30 June 2015, Recall entered into three separate forward contracts to hedge its exposure to intercompany loans denominated in Thai Baht and Brazil Real. The fair value of these contracts at the reporting date is not material.

The following table sets out the sensitivity of Recall's financial assets and financial liabilities to foreign exchange risk. For the purposes of disclosing this analysis, exposure relating to the translation

Table of Contents

of the financial statements of the controlled entities into the presentation currency is not considered. The analysis also assumes that all other variables are held constant.

	Foreign exchange risk			
	2015		2014	
	Lower rates	Higher rates	Lower rates	Higher rates
Exchange rate movement	10%	+10%	10%	+10%

	US\$M	US\$M	US\$M	US\$M
Impact on profit after tax(1)	0.2	(0.2)	1.0	(1.0)

- (1) Assumes tax at standard Australian rate of 30%

*Unfavorable changes in taxation laws*

Variation in the taxation laws of Australia and the other countries in which Recall operates could materially affect Recall's financial performance. The interpretation of taxation laws could also change, leading to a change in taxation treatment of investments or activities. Consistent with other companies of comparable size, financing complexity and diversity, Recall may be the subject of periodic information requests, investigations and audit activities by the ATO and tax authorities in other jurisdictions in which it operates. The following table is an analysis showing impact of a 1% increase in tax rate for key jurisdictions.

Largest countries, as measured by revenue	Current statutory tax rates	Recorded FY15 Income Tax Expense	Additional Tax Expense Resulting from 1% Tax Rate Increase
U.S.	39.00%	16.2	0.4
Australia	30.00%	7.5	0.2
France	33.33%	0.7	0.0
Brazil	34.00%	3.8	0.1
Total			0.7

Table of Contents

**THE TRANSACTION AGREEMENT, SCHEME AND DEED POLL**

The Transaction will be carried out pursuant to the Transaction Agreement, the Scheme and the Deed Poll. The following is a summary of the principal terms of the Transaction Agreement, the Scheme and the Deed Poll. This summary does not purport to be complete and is qualified in its entirety by reference to the Transaction Agreement, which is attached as Annex A to this proxy statement, the Scheme which forms Annexure 2 to the Transaction Agreement and the Deed Poll, which forms Annexure 3 to the Transaction Agreement. The rights and obligations of the parties are governed by the express terms and conditions of the Transaction Agreement, the Scheme and the Deed Poll and not the summary set forth in this section or any other information contained in this proxy statement. It should be noted that the terms of the Scheme and Deed Poll may change prior to the Scheme becoming effective, including as a result of changes to the terms of those documents required by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) at the First Court Hearing. All stockholders of Iron Mountain are urged to read the Transaction Agreement, the Scheme and the Deed Poll carefully and in their entirety. Capitalized terms used in this section and not otherwise defined in this proxy statement have the meanings ascribed to them in the Transaction Agreement.

This summary of the terms of the Transaction Agreement, the Scheme and the Deed Poll is intended to provide information about the terms of the Transaction. The Transaction Agreement, the Scheme and the Deed Poll each contains representations, warranties, covenants and other agreements, each as of specific dates. You should not rely on these representations, warranties, covenants and other agreements as statements of fact. These representations, warranties, covenants and other agreements are qualified by confidential information disclosed and exchanged by Iron Mountain and Recall in connection with their execution of the Transaction Agreement. While Iron Mountain does not believe that such confidential information must be publicly disclosed pursuant to federal securities laws, the confidential disclosed information does modify, qualify and create exceptions to the representations, warranties, covenants and other agreements set forth in the Transaction Agreement, the Scheme and Deed Poll. Moreover, information concerning the subject matter of these representations, warranties, covenants and other agreements may have changed since the date of the Transaction Agreement, which may or may not be fully reflected in Iron Mountain's public disclosures.

The representations and warranties and other provisions of the Transaction Agreement, the Scheme and the Deed Poll should not be read alone, but instead should be read together with the information provided elsewhere in this proxy statement and in the documents incorporated by reference into this proxy statement.

**Form of the Scheme and Scheme Consideration**

On June 8, 2015, Iron Mountain and Recall entered into the Transaction Agreement, pursuant to which the parties agreed that, subject to the terms and conditions set forth in the Transaction Agreement, Iron Mountain will acquire all of the issued and outstanding Recall shares in accordance with the Scheme to be submitted for approval by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall).

Subject to the terms and conditions set forth in the Transaction Agreement, after the Effective Time of the Scheme and upon the completion of the Transaction, each outstanding ordinary share of Recall will be transferred to Iron Mountain Sub in exchange for the Cash Supplement as well as either (1) 0.1722 of a newly issued share of Iron Mountain common stock or (2) the Cash Election. The Cash Election is subject to the Cash Election Cap. Amounts paid to Recall shareholders that represent the Cash Supplement are excluded from the calculation of the Cash Election Cap. As a result of the Scheme, any outstanding Recall performance rights and retention rights will vest prior to the record date for determining entitlement to Scheme consideration and Recall will become a wholly-owned

Table of Contents

subsidiary of Iron Mountain Sub. The terms of the Transaction Agreement are the result of arm's length negotiation between the parties and their respective advisors.

Each Recall shareholder who has an address in the Recall share register that is within Australia will be entitled to receive Iron Mountain CDIs in lieu of shares of Iron Mountain common stock. The Iron Mountain CDIs are an instrument through which Iron Mountain shares can be traded on the ASX. Each Iron Mountain CDI will represent a beneficial interest in one share of Iron Mountain common stock. The holders of Iron Mountain CDIs will not be a registered Iron Mountain stockholders; rather, a depository nominee will hold the underlying Iron Mountain shares. Iron Mountain's current intention is for the newly issued shares of Iron Mountain common stock represented by Iron Mountain CDIs to be held by CHES Depository Nominees Pty Limited, ACN 071 346 506 ("CDN"), a subsidiary of the ASX.

Iron Mountain will not issue fractional shares of Iron Mountain common stock in the Transaction. If the number of ordinary shares of Recall held by a Recall shareholder is such that the aggregate entitlement to the shares of Iron Mountain common stock includes a fractional share, then such entitlement of the Recall shareholder will be rounded up or down, with any such fractional entitlement of less than 0.5 being rounded down to the nearest whole number of a share of Iron Mountain common stock, and any such fractional entitlement of 0.5 or more being rounded up to the nearest whole number of a share of Iron Mountain common stock.

Iron Mountain will not issue fractional cents in the Transaction. If the aggregate entitlement to cash consideration would result in the fractional payment of a cent, any such fractional entitlement of less than 0.5 of a cent will be rounded down to the nearest cent and any such fractional entitlement of more than 0.5 of a cent will be rounded up to the nearest cent.

**The Scale Back Mechanism**

The scale back mechanism will apply if the total number of Recall shareholders making the Cash Election would cause the aggregate amount of cash payable to such shareholders to exceed the Cash Election Cap. For the purposes of the scale back mechanism:

the first 5,000 Recall shares held by each Recall shareholder making the Cash Election and who was a Recall shareholder as of June 11, 2015 will be classified as "Priority Shares" (or such lower number as determined by the Recall board of directors if the number of Priority Shares would cause the Cash Election Cap to exceed A\$225,000); and

all other Recall shares held by each Recall shareholder making the Cash Election will be classified as "Remaining Shares."

Each Recall shareholder who makes the Cash Election and who holds Priority Shares will receive the Cash Supplement as well as A\$8.50 minus the Australian dollar equivalent of US\$0.50 in cash for each Priority Share held by such shareholder. Each Recall shareholder who makes the Cash Election and who holds Remaining Shares will receive for each Remaining Share held:

the Australian dollar equivalent of US\$0.50 in cash; plus

that amount remaining under the Cash Election Cap after the cash consideration payable in respect of Priority Shares is determined, divided by the total number of Remaining Shares (the "Scaled Back Cash Amount"). If the Scaled Back Cash Amount is less than A\$8.50 minus the Australian dollar equivalent of US\$0.50 in cash, then each Remaining Share will receive an appropriate number of Iron Mountain shares (or Iron Mountain CDIs) in lieu of the cash that would have been payable if the scale back mechanism did not apply.

Table of Contents

**Ineligible Foreign Shareholders**

A Recall shareholder will be an Ineligible Foreign Shareholder for the purposes of the Scheme if their address as shown in the Recall share register at 5 pm (eastern Australia time) on the record date is a place where Iron Mountain reasonably determines it is unlawful or unduly onerous to issue such shareholder with new Iron Mountain shares when the Scheme becomes effective. Recall shareholders with an address outside Australia, New Zealand, the United Kingdom, Hong Kong, Singapore, Canada or the U.S. will be Ineligible Foreign Shareholders.

Ineligible Foreign Shareholders are entitled to make a Cash Election. If an Ineligible Foreign Shareholder does not make a Cash Election that Ineligible Foreign Shareholder will receive under the Scheme:

in cash, the Australian dollar equivalent of US\$0.50 per Recall share; and

in cash, the net proceeds of sale under the sale facility (the "Sale Facility") of the new Iron Mountain shares that they would have otherwise been entitled to (as further described below).

If an Ineligible Foreign Shareholder makes a Cash Election that Ineligible Foreign Shareholder will receive under the Scheme:

in cash, any amount that would be payable in respect of any Priority Shares held by that Ineligible Foreign Shareholder;

in cash, any Scaled Back Cash Amount that would be payable in respect of any Remaining Shares held by that Ineligible Foreign Shareholder; and

in cash, the net proceeds of sale under the Sale Facility of any new Iron Mountain shares that they would have otherwise been entitled to (as further described below).

Under the Sale Facility, any new Iron Mountain shares that would otherwise be issued to an Ineligible Foreign Shareholder as a result of not making a Cash Election or the operation of the Scale Back Mechanism will be issued to the Sale Agent. The Sale Agent will sell those new Iron Mountain shares on the NYSE following the implementation of the Scheme. The Sale Agent will then remit the net proceeds of the sale to Ineligible Foreign Shareholders on a pro rata basis within 25 business days after the Implementation Date.

**Status of Newly Issued Shares of Iron Mountain Common Stock**

The Scheme provides that the shares of Iron Mountain common stock to be issued to Recall shareholders in the Scheme must, upon issue, rank equally in all respects with all existing Iron Mountain shares. The new Iron Mountain shares will be fully paid and issued free from any mortgage, charge, lien, encumbrance or other security interest.

**Conditions Precedent to the Scheme**

The Scheme will not become effective, and the obligations of Iron Mountain to complete the transactions contemplated by the Transaction Agreement are not binding, until each of the following conditions precedent is satisfied (or waived to the extent permissible):

(a)

Before 5pm on the business day before the Second Court Date:

(i)

the Treasurer of Australia or his delegate has provided unconditional written advice or confirmation indicating he does not object to the Transaction or the advice is subject to conditions acceptable to Iron Mountain acting reasonably (or the Treasurer otherwise becomes precluded by passage of time from objecting to the Transaction);





## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

- (ii) Iron Mountain has received in writing any consent required under the Overseas Investment Act 2005 (New Zealand) and the Overseas Investment Regulations 2005 (New Zealand) to the Transaction, whether or not subject to conditions;
- (iii) the ASX provides approval for the admission of Iron Mountain to the official list of the ASX and the approval for official quotation of Iron Mountain CDIs to be issued pursuant to the Scheme, whether or not subject to conditions;
- (iv) approval from the NYSE to the listing of the new Iron Mountain shares to be issued pursuant to the Scheme has been obtained;
- (v) competition approval has been obtained in the United States under the HSR Act (the "HSR/Antitrust Approval"); and
- (vi) all other competition approvals (other than the HSR/Antitrust Approval) have been obtained (or, in the case of a waiting period or filing, have terminated or expired or have been made, as the case may be),  
  
(together "Regulatory Approvals").
- (b) Recall shareholders approve the Scheme at the Recall shareholders meeting by the requisite majorities under the Corporations Act.
- (c) Iron Mountain stockholders approve the issue of new Iron Mountain shares in connection with the Scheme by the requisite majority under the NYSE Listing Rules.
- (d) The Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) approves the Scheme.
- (e) No applicable law has been enacted and no final and non-appealable Order is in effect that prevents, makes illegal or prohibits the consummation of the Transaction.
- (f) No Recall Prescribed Occurrence (described further under "Conduct of Business" below) occurs between the date of the Transaction Agreement and 8am (eastern Australia time) on the Second Court Date.
- (g) No Iron Mountain Prescribed Occurrence (described further under "Conduct of Business" below) occurs between the date of the Transaction Agreement and 8am (eastern Australia time) on the Second Court Date.
- (h) No Recall Material Adverse Change (described further under "Representations and Warranties" below) occurs between the date of the Transaction Agreement and 8am (eastern Australia time) on the Second Court Date.
- (i) No Iron Mountain Material Adverse Change (described further under "Representations and Warranties" below) occurs between the date of the Transaction Agreement and 8am (eastern Australia time) on the Second Court Date.
- (j) The Recall representations and warranties are true and correct in all material respects as at the date of the Transaction Agreement and as at 8am (eastern Australia time) on the Second Court Date, subject to certain exceptions.
- (k)

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

The Iron Mountain representations and warranties are true and correct in all material respects as at the date of the Transaction Agreement and as at 8am (eastern Australia time) on the Second Court Date, subject to certain exceptions.

(1)

A distribution tax opinion and a supplementary Canadian tax opinion have been delivered in accordance and in compliance with the Tax Matters Agreement and the Demerger Deed, respectively, which opinions have not been modified or withdrawn.

Table of Contents

(m)

Before 8am (eastern Australia time) on the Second Court Date, Recall has received confirmation from the Australian Taxation Office that it is prepared to issue a class ruling confirming that Recall shareholders will be eligible to choose rollover relief in respect of the Iron Mountain CDIs.

Conditions (a)(iii), (g), (i), (k) and (m) are for the sole benefit of Recall and may only be waived by Recall (in its absolute discretion) in writing. Conditions (f), (h), (j) and (l) are for the sole benefit of Iron Mountain and may only be waived by Iron Mountain (in its absolute discretion) in writing. The remaining conditions are for the benefit of both parties and may only be waived in accordance with applicable law and with the agreement in writing of both parties.

If Recall or Iron Mountain becomes aware that any condition precedent has been satisfied, it must promptly notify the other in writing of that fact. If Recall or Iron Mountain becomes aware of a breach or non-fulfillment of a condition precedent, or that an event has occurred that will or would be reasonably likely to prevent a condition precedent from being satisfied prior to the end date (which, pursuant to the Transaction Agreement, can be no later than July 30, 2016), it must immediately notify the other in writing of that fact. If a condition precedent is not satisfied by the time and date specified, the parties agree that (unless there is no reasonable prospect that the condition precedent will be satisfied before the end date) Recall must make an application to defer the Second Court Hearing until such time as reasonably required to enable the relevant condition precedent to be satisfied (but not later than the business day before the end date).

If all of the conditions precedent other than condition (d) above have been satisfied or waived as at a particular date (the "Relevant Date") (or would be satisfied if the Relevant Date had been the Second Court Date), but the Relevant Date is not within the first 30 days of any given fiscal quarter of Iron Mountain, Recall and Iron Mountain agree that the Second Court Date will be postponed so that the Implementation Date occurs in the first 30 days of the fiscal quarter of Iron Mountain after the Relevant Date. In these circumstances, each party will be deemed to have waived the conditions precedent (other than condition (d) above) and any right such party may have to terminate the Transaction Agreement for material breach by the other party (other than either party's right to terminate for the other party's failure to consummate the Scheme). If the Implementation Date is postponed such that it occurs after the end date, and it would have otherwise occurred prior to the end date but for its postponement to the first 30 days of the Iron Mountain fiscal quarter, the end date will be extended to the date which is 30 days after the commencement of the next Iron Mountain fiscal quarter following the end date as previously defined (but no later than July 30, 2016).

**Representations and Warranties**

The Transaction Agreement contains a number of representations and warranties made by the parties to each other, including in relation to:

the validity of its existence as a corporation;

power and authority to execute, deliver and perform the Transaction Agreement;

capital structure;

solvency and indebtedness;

entering into the Transaction Agreement does not conflict with or breach its bylaws and other constituent documents;

entering into the Transaction Agreement does not give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a material benefit under, or give rise to any obligation to make a payment under, any material agreement or any relevant order, law, rule or regulation;

Table of Contents

compliance with laws, permits and continuous disclosure requirements;

restrictions on business activities;

no present or pending litigation;

compliance with stock exchange filings;

no "Material Adverse Change" (described further below);

no "Prescribed Occurrence" (described further under "Conduct of Business" below);

taxation matters;

no undisclosed liabilities;

ownership of necessary permits and intellectual property;

asset control;

full force and effect of material contracts;

no termination of key customer and key supplier contracts;

valid, binding and enforceable leasehold interests;

no environmental contamination of properties or breach of environmental obligations;

employee benefit plans, workers compensation and other employment and labor matters;

no unlawful payments;

insurance;

information technology; and

finders' or brokers' fees.

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

In addition, Iron Mountain made representations and warranties to Recall as to:

Iron Mountain Sub being a wholly-owned subsidiary of Iron Mountain;

the issuance of the new Iron Mountain shares in accordance with the terms of the Transaction Agreement;

no dealings with Recall shareholders;

no interests in Recall shares;

by 8am (eastern Australian time) on the Second Court Date, sufficient cash reserves to satisfy Iron Mountain's obligations to pay the cash component of the Scheme consideration; and

that Iron Mountain has received advice from its financial advisor that the value of the consideration payable for the Recall shares is fair.

Each of the representations and warranties is subject to matters Fairly Disclosed (as defined in the Transaction Agreement) in the Iron Mountain disclosure letter or Recall disclosure letter, as applicable. The disclosure letters contain, with respect to each party, information provided by such party to the other party in connection with the Transaction before entering into the Transaction Agreement. Each of the representations and warranties made by each party is also subject to the information contained in the disclosure documents filed by each party with the relevant United States or Australian regulatory authorities prior to the date of the Transaction Agreement. Each representation and warranty survives termination of the Transaction Agreement, but will terminate on implementation of the Scheme.

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

Several of Iron Mountain's representations and warranties are qualified as to whether they are matters that have not or would not reasonably be expected to have an "Iron Mountain Material Adverse Change." An "Iron Mountain Material Adverse Change" means one or more changes, events, occurrences, facts or matters which, whether individually or when aggregated with all such changes, events, occurrences or matters of a like kind, has had or would reasonably be expected to have a material adverse effect on the assets and liabilities (taken as a whole), condition (financial or otherwise), business or results of operations of Iron Mountain and its subsidiaries (the "Iron Mountain Group") taken as a whole, other than those changes, events, occurrences or matters:

- (a) which are required or permitted by, or arise out of the announcement or pendency of, the Transaction Agreement, the Scheme or the transactions contemplated by them;
- (b) which took place with the written consent of Recall;
- (c) which Iron Mountain Fairly Disclosed in an announcement made to the NYSE prior to entry into the Transaction Agreement or in the Iron Mountain disclosure letter, or which Recall had actual knowledge of prior to the date of the Transaction Agreement;
- (d) which relate to costs and expenses incurred by Iron Mountain associated with the Scheme process including all fees payable to external advisors of Iron Mountain, to the extent such amounts are Fairly Disclosed in writing to Recall;
- (e) that are or that arise from:
  - (i) general changes in economic, political or business conditions (including interest rates and exchange rates), or in securities, credit or financial markets;
  - (ii) from changes in law, regulation or policy of any relevant government agency (including any change in the judicial or administrative interpretation of any law, regulation or policy);
  - (iii) the commencement, occurrence, continuation or escalation of any war, armed hostilities or acts of terrorism; or
  - (iv) the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters or any national, international or regional calamity, but excluding any change, event, occurrence or matter which has a disproportionate adverse effect on the Iron Mountain Group, taken as a whole, as compared to other participants in the principal industries in which the Iron Mountain Group operates;
- (f) that are or that arise from changes or prospective changes to U.S. GAAP or the interpretation of those principles by any professional body or Government Agency;
- (g) that are or that arise from a change in the market price or trading volume of Iron Mountain shares (although this exception will not prevent the underlying cause of any such change, if not falling within any other exception in this definition, from being taken into account in determining whether there has been an Iron Mountain Material Adverse Change); or
- (h) that are or that arise from a failure by Iron Mountain to meet any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period ending on or after the date of the Transaction Agreement (although this exception will not prevent the underlying cause of such failure, if not falling within any other exception, from being taken into account in determining whether there has been an Iron Mountain Material Adverse Change).



Table of Contents

Several of Recall's representations and warranties are qualified as to whether they are matters that have not or would not reasonably be expected to have a "Recall Material Adverse Change." "Recall Material Adverse Change" means one or more changes, events, occurrences, facts or matters which, whether individually or when aggregated with all such changes, events, occurrences or matters of a like kind, has had or would reasonably be expected to have a material adverse effect on the assets and liabilities (taken as a whole), condition (financial or otherwise), business or results of operations of Recall and its subsidiaries (the "Recall Group") taken as a whole, other than those changes, events, occurrences or matters:

- (a) which are required or permitted by, or arise out of the announcement or pendency of, the Transaction Agreement, the Scheme or the transactions contemplated by them;
- (b) which took place with the written consent of Iron Mountain;
- (c) which Recall Fairly Disclosed in an announcement made to the ASX prior to entry into the Transaction Agreement or in the Recall disclosure letter, or which Iron Mountain had actual knowledge of prior to the date of the Transaction Agreement;
- (d) which relate to costs and expenses incurred by Recall associated with the Scheme process including all fees payable to external advisors of Recall, to the extent such amounts are Fairly Disclosed in writing to Iron Mountain;
- (e) that are or that arise from:
  - (i) general changes in economic, political or business conditions (including interest rates and exchange rates), or in securities, credit or financial markets;
  - (ii) from changes in law, regulation or policy of any relevant government agency (including any change in the judicial or administrative interpretation of any law, regulation or policy);
  - (iii) the commencement, occurrence, continuation or escalation of any war, armed hostilities or acts of terrorism; or
  - (iv) the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters or any national, international or regional calamity, but excluding any change, event, occurrence or matter which has a disproportionate adverse effect on the Recall Group, taken as a whole, as compared to other participants in the principal industries in which the Recall Group operates;
- (f) that are or that arise from changes or prospective changes to any generally accepted accounting principles in Australia or U.S. GAAP or the interpretation of any of the foregoing principles by any professional body or government agency;
- (g) that are or that arise from a change in the market price or trading volume of Recall shares (although this exception will not prevent the underlying cause of any such change, if not falling within any other exception in this definition, from being taken into account in determining whether there has been a Recall Material Adverse Change); or
- (h) that are or that arise from a failure by Recall to meet any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period ending on or after the date of the Transaction Agreement (although this exception will not prevent the underlying cause of such failure, if not falling within any other exception, from being taken into account in determining whether there has been a Recall Material Adverse Change).





Table of Contents

**Conduct of Business**

The parties have agreed that from the date of the Transaction Agreement up to and including the Implementation Date, each of Iron Mountain and Recall (as the case may be) must:

- (a) conduct, and ensure that each of its respective subsidiaries conducts, its business in the ordinary and usual course generally consistent with the manner in which each such business and operations have been conducted in the 12 month period prior to the date of the Transaction Agreement;
- (b) not, and must ensure that each of its respective subsidiaries must not, (1) enter into or amend any employment, consulting, severance or similar agreement or arrangement with directors or senior executives (at the vice president level and above) or accelerate or otherwise increase compensation or benefits for any such director or senior executive, (2) enter into or materially amend any employment, consulting, severance or similar agreement or arrangement with any employee (excluding directors or senior executives at the vice president level and above) or accelerate or otherwise increase compensation or benefits for any such employee, other than pursuant to publicly filed or disclosed severance plans, policies, programs and guidelines, unless taken in the ordinary course of business, or pursuant to other specified exceptions in the Transaction Agreement;
- (c) not, and must ensure that each of its respective subsidiaries must not, pay any of its directors or employees a termination or retention payment, other than (i) in accordance with arrangements in effect on the date of the Transaction Agreement and which have been disclosed in writing to the other party prior to the date of the Transaction Agreement or (ii) payments in the ordinary course of business consistent with past practice;
- (d) not, and must ensure that each of its respective subsidiaries must not, waive any non-compete rights against party senior executives;
- (e) not incur any additional financial indebtedness (except for draw-downs on existing, as amended from time to time, banking facilities) or guarantee or indemnify the obligations of any person other than one of its respective subsidiaries, other than in ordinary and usual course generally consistent with the practice in the 12 month period prior to the date of the Transaction Agreement;
- (f) not enter into any new financing arrangement or agreement or otherwise provide financial accommodation (other than capitalized leases or customer acquisition costs in the ordinary course of business), or amend the pricing terms, leverage ratio or principal amount of any existing, as amended from time to time, financing arrangement, agreement or instrument;
- (g) not issue, or agree to issue, or grant an option to subscribe for, debentures other than under an existing, as amended from time to time, financing arrangement which has been Fairly Disclosed in the relevant party's disclosure letter, subject to certain specified exceptions in the Transaction Agreement;
- (h) not enter into any agreement, arrangement or transaction with respect to derivative instruments or similar instruments, except for foreign currency hedges or interest rate hedges made in the ordinary and usual course generally consistent with the practice in the 12 month period prior to the date of the Transaction Agreement and made in accordance with a party policy in effect on the date of the Transaction Agreement and which policy has been Fairly Disclosed in writing to the other party prior to the date of the Transaction Agreement and ordinary course renewals;
- (i) not pay any fee to any advisor where such fee is contingent on the Transaction (other than as Fairly Disclosed in the relevant party's disclosure letter);

Table of Contents

- (j) not alter in any material respect any accounting policy of such party or its subsidiaries or other than any change required by the Australian International Financial Reporting Standards or U.S. GAAP;
- (k) not amend in a material respect or terminate any existing shareholders agreement or enter into any shareholders agreement, other than shareholders agreements relating to shares in the party's existing or future joint venture entities; and
- (l) not abandon or permit to lapse or expire any intellectual property material to the business of such party and its subsidiaries as currently conducted or proposed to be conducted in the future, except in each case for such intellectual property that such party has reasonably determined is no longer of commercial value.

The parties have also agreed that from the date of the Transaction Agreement up to and including the Implementation Date, Recall must:

- (a) in respect of any single transaction or series of related or similar transactions, (i) not dispose of any interest in a business, real property or entity, the value of which exceeds US\$10,000 individually or when aggregated with all such businesses, real property or entities or (ii) not acquire any interest in a business, real property or entity on terms inconsistent with those set forth in the Recall disclosure letter (other than any such disposition or acquisition between or among Recall Group members);
- (b) not incur or enter into commitments involving capital expenditures, whether in one transaction or a series of related transactions, in excess of the aggregate amounts set forth in the fiscal 2015 and fiscal 2016 capital expenditure plans Fairly Disclosed to Iron Mountain prior to the date of the Transaction Agreement (excluding customer acquisition costs in the ordinary course of business);
- (c) not enter into, materially adversely amend or terminate any joint venture or partnership contract for a duration of over two years involving total expenditure greater than US\$10,000 per annum, individually or when aggregated with all such joint ventures or partnerships;
- (d) not make, change or revoke any material tax election, change any material method of tax accounting, file any material amended tax return, settle or compromise any audit or proceeding relating to a material amount of taxes, enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. law) with respect to any material tax, or surrender any claim for a refund of a material amount of taxes, in each case if any such action would be outside the ordinary course of business of Recall, and not make, change or revoke any election under Treasury Regulation Section 301.7701-3 with respect to Recall or any of its subsidiaries; and
- (e) except for amendments, terminations, or non-renewals in the ordinary course of business consistent with past practice that would not be material to the Recall Group, modify amend, waive, fail to enforce (in each case, in any material respect), assign or terminate any material contract of the Recall Group if entered into prior to the date of the Transaction Agreement (or other than material contracts with customers entered into in the ordinary course of business consistent with past practice).

Iron Mountain has also agreed to elect, effective as of January 1, 2014, to be treated as a real estate investment trust within the meaning of Section 856 of the Code.

The parties have also agreed to use all reasonable endeavors to (i) keep available the services of the party's officers and key employees; (ii) maintain and preserve the party's relationships with government agencies, customers, suppliers, licensors, licensees and others having business dealings with the party; (iii) maintain in all material respects, all assets material to the party in the ordinary and

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

usual course generally consistent with the practice in the 12 month period prior to the date of the Transaction Agreement, subject to customary wear and tear; (iv) comply in all material respects with all material contracts to which the party is a party, and with the laws, authorizations and licenses applicable to the party; (v) not enter into any lines of business or other activities in which the party was proposed to be engaged as of the date of the Transaction Agreement, other than those to which the party has Fairly Disclosed in any announcement to the NYSE, the ASX or the SEC, as applicable, prior to the date of the Transaction Agreement; and (vi) not take or fail to take any action that constitutes an "Iron Mountain Prescribed Occurrence" or a "Recall Prescribed Occurrence" (as the case may be) or that would reasonably be expected to result in an "Iron Mountain Prescribed Occurrence" or a "Recall Prescribed Occurrence."

An Iron Mountain Prescribed Occurrence means the occurrence of any of the following prior to 8am (eastern Australia time) on the Second Court Date:

- (a) Iron Mountain converting all or any of its shares into a larger or smaller number of shares;
- (b) any member of the Iron Mountain Group (other than a direct or indirect wholly owned subsidiary of Iron Mountain or an Iron Mountain joint venture entity) resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- (c) any member of the Iron Mountain Group (other than a direct or indirect wholly owned subsidiary of Iron Mountain or an Iron Mountain joint venture entity):
  - (i) entering into a buy-back agreement or
  - (ii) resolving to approve the terms of a buy-back agreement;
- (d) any member of the Iron Mountain Group declaring, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its shareholders (other than any such dividend, payment or other distribution paid by a direct or indirect wholly owned subsidiary of Iron Mountain or an Iron Mountain joint venture entity to Iron Mountain or to any direct or indirect wholly owned subsidiary of Iron Mountain or Iron Mountain joint venture entity, provided that any such dividend, payment or other distribution paid by or to an Iron Mountain joint venture entity is paid or made, as applicable, on a pro rata basis to all shareholders or equity holders of such joint venture entity), except in certain circumstances, including where consistent with Iron Mountain's existing dividend policy and practice;
- (e) any member of the Iron Mountain Group issuing, agreeing to issue or announcing an intent to issue any shares or other securities (including any securities convertible into shares or other securities) other than in certain circumstances described in the Transaction Agreement;
- (f) Iron Mountain making any change to its certificate of incorporation or bylaws without the consent of Recall;
- (g) any member of the Iron Mountain Group disposing, or agreeing to dispose, of (i) the whole, or a substantial part, of the Iron Mountain Group's business representing 5% or more of the Iron Mountain Group's 2014 fiscal year annual revenue or (ii) property or assets of US\$200,000 or more;
- (h) any member of the Iron Mountain Group creating, or agreeing to create, any encumbrance over the whole or a substantial part of the Iron Mountain Group's business or property;
- (i) any member of the Iron Mountain Group acquiring, or agreeing to acquire, any business, entity or undertaking where that acquisition, if completed, will or is reasonably likely to have a



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

materially adverse effect on the prospects of obtaining any regulatory approval to be sought in relation to the Transaction; or

- (j) an insolvency event occurring in relation to a member of the Iron Mountain Group.

A Recall Prescribed Occurrence means the occurrence of any of the following prior to 8am (eastern Australia time) on the Second Court Date:

- (a) Recall converting all or any of its shares into a larger or smaller number of shares;
- (b) any member of the Recall Group (other than a direct or indirect wholly owned subsidiary of Recall) resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- (c) any member of the Recall Group (other than a direct or indirect wholly owned subsidiary of Recall) entering into a buy-back agreement or resolving to approve the terms of a buy-back agreement;
- (d) any member of the Recall Group declaring, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital, in each case to its shareholders (other than any such dividend, payment or other distribution paid by a direct or indirect wholly owned subsidiary of Recall to Recall or to any direct or indirect wholly owned subsidiary of Recall), except for any ordinary dividend declared or paid in respect of any reporting period, which is consistent with Recall's existing dividend policy and practice and normalized for currency exchange rate fluctuations (which includes any increase in dividend consistent with earnings growth);
- (e) any member of the Recall Group issuing or agreeing to issue any shares or other securities (including any securities convertible into shares or other securities) other than in certain circumstances described in the Transaction Agreement;
- (f) Recall making any change to its constitution without the consent of Iron Mountain;
- (g) any member of the Recall Group disposing, or agreeing to dispose, of the whole or a substantial part of the Recall Group's business or property;
- (h) any member of the Recall Group creating, or agreeing to create, any encumbrance over the whole or a substantial part of the Recall Group's business or property;
- (i) any member of the Recall Group acquiring, or agreeing to acquire, any business, entity or undertaking where that acquisition, if completed, will or is reasonably likely to have a material adverse effect on the prospects of obtaining any regulatory approval to be sought in relation to the Transaction; or
- (j) an insolvency event occurring in relation to a member of the Recall Group.

The circumstances described above do not restrict Recall or Iron Mountain taking any action which:

- (a) is required by the Transaction Agreement, the Scheme or the Deed Poll;
- (b) has been agreed by the other party; or

(c)

has been Fairly Disclosed in the Recall disclosure letter or the Iron Mountain disclosure letter or any announcement by either party to the relevant stock exchange or regulatory authority prior to the date of the Transaction Agreement.

Table of Contents

**Additional Obligations**

*Access to Information*

Recall and Iron Mountain have agreed that, during the period from the date of the Transaction Agreement to 5pm (eastern Australia time) on the business day before the Second Court Date, they will provide to each other reasonable access to information (subject to the confidentiality agreement between the parties (the "Confidentiality Agreement") and any existing confidentiality obligations owed to third parties, or applicable privacy laws) as each party reasonably requires for the sole purpose of implementation of the Scheme and any other purpose agreed to between the parties, provided that such requests by a party do not result in unreasonable disruptions to the other party's business.

*Parties' Obligations with Respect to the Scheme*

Each of Recall and Iron Mountain must use all reasonable endeavors to propose and implement the Scheme and other transactions contemplated by the Transaction Agreement substantially in accordance with the timetable agreed upon by the parties, including taking specific steps set forth in the Transaction Agreement with respect to the Scheme, preparation of this proxy statement and the Scheme Booklet, and the Scheme consideration.

*Iron Mountain Board and Management after Implementation of the Scheme*

On or before the Implementation Date for the Scheme, Iron Mountain will appoint two existing Recall directors of Iron Mountain's choice to serve on the Iron Mountain board of directors (conditional on the Scheme becoming effective). Iron Mountain will nominate such designees for election at the first Iron Mountain annual meeting following the Implementation Date.

*Employee and Benefit Matters*

For a period ending on the first anniversary of the Implementation Date, for each employee of Recall immediately prior to the Implementation Date who continues to be employed from and after the Implementation Date (a "Continuing Employee"), Iron Mountain will provide (i) base salary, wages and commission opportunities, (ii) annual bonus opportunities, and (iii) severance benefits, in each case no less favorable than those provided to such Continuing Employee immediately prior to the Implementation Date. Iron Mountain will also provide each Continuing Employee with other compensation and benefits substantially comparable, in the aggregate, to the other compensation and benefits provided to such Continuing Employee immediately prior to the Implementation Date.

*United States Tax Matters*

The parties agreed that they and their respective subsidiaries would use reasonable endeavors to cause the Transaction to qualify as a "qualified stock purchase" within the meaning of Section 338(d) of the Code. In connection therewith, and subject to other limitations in the Transaction Agreement, Recall agreed to cooperate and consult in respect of certain matters relating to the incurrence by or allocation of debt within the Recall group. The parties further acknowledged and agreed that Iron Mountain would be permitted to make elections under Section 338(g) of the Code with respect to Recall and its subsidiaries and to make certain entity classification elections under United States federal income tax law with respect to any subsidiary of Recall, which elections may be retroactive to the Implementation Date.

In addition, Recall agreed to (and to cause its subsidiaries to) take such actions as are necessary or appropriate to cause any subsidiary of Recall to be treated as a disregarded entity for United States federal income tax purposes, including making an entity classification election under United States federal income tax law, converting such subsidiary into an entity that is eligible for such treatment,



Table of Contents

effecting one or a series of distributions of equity interests in such subsidiary to Recall or a subsidiary thereof, or a combination of the foregoing. Recall also agreed, subject to the limitations set forth in the Transaction Agreement and at the request of Iron Mountain, to deliver certain certifications relating to certain United States subsidiaries of Recall to the effect that the equity interests in such subsidiaries do not constitute United States real property interests for United States federal income tax purposes.

*Release and Indemnification*

Each of Recall and Iron Mountain has agreed to release its rights and not make a claim, against the other party (including the other party's subsidiaries, and all of the directors, officers and employees of the other party and of its subsidiaries) in connection with:

any breach of any representations, covenants and warranties of the other party or any of its subsidiaries in the Transaction Agreement; or

any disclosures containing any statement which is false or misleading whether in content or by omission,

except where the other party has engaged in fraud or willful misconduct.

Iron Mountain undertakes to ensure that, for a period of seven years from the Implementation Date, the constitutions of Recall and each Recall subsidiary will continue to contain such rules as are contained in those constitutions at the date of the Transaction Agreement that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than a Recall Group Member. Iron Mountain also undertakes to procure that Recall and each Recall subsidiary complies with any deeds of indemnity, access and insurance made by them in favor of their respective directors and officers and not take any action which would prejudice or adversely affect any directors' and officers' runoff insurance cover taken out prior to the Implementation Date.

*Obligations in Respect of the Competition Approvals*

The Transaction Agreement imposes an obligation on Iron Mountain to take any and all steps that are necessary or advisable so as to enable the consummation of the Transaction as promptly as practicable (and in any event no later than the end date), except that Iron Mountain is not obliged to agree to divestitures that, individually or in the aggregate, would require the sale, divestiture, holding separate or other disposition of any assets of the records management business of Iron Mountain, Recall or any of their respective subsidiaries in the United States and Canada that, in the aggregate, generated more than US\$30,000 of revenue during the 12 month period prior to the date of the Transaction Agreement.

*Public Announcements*

Iron Mountain and Recall have agreed to consult with each other before issuing, (and, to the extent practicable, give each other a reasonable opportunity to review and consider in good faith the views of the other party regarding) any press release or other public statement with respect to the Transaction, and not issue any such press release or make any such public statement (including releases to the NYSE, the ASX or the SEC) prior to such consultation, except as may be required by applicable law, fiduciary duties, the listing agreement with the NYSE, the ASX or the SEC, as applicable, or by any government agency with jurisdiction over the party.

Table of Contents

**Board Recommendation**

Recall agrees that the Scheme Booklet and all public announcements by Recall, or a director of Recall, in relation to the Transaction must include statements that the Recall board of directors unanimously recommends that Recall shareholders vote in favor of the Scheme and each director states that he or she will vote all Recall shares in his or her control in favor of the Scheme, to be qualified only by the words to the effect of:

"in the absence of a Recall Superior Proposal"; and

other than in respect of the Scheme Booklet and any document issued after the Scheme Booklet, "subject to the Independent Expert providing a report to Recall concluding that the Scheme is in the best interests of Recall shareholders."

The Recall board of directors may only make a public statement or take any action that qualifies (in a manner adverse to Iron Mountain) or contradicts its support for the Scheme, or subsequently changes, withdraws or adversely modifies its recommendation in favor of the Scheme if:

the Independent Expert provides a report (including any update, revision or amendment thereto) to Recall either before dispatch of the Scheme Booklet or before the Recall shareholders meeting concluding that the Scheme is not in the best interests of Recall shareholders (except where the Independent Expert provides a report to Recall concluding that the Scheme is not in the best interests of Recall shareholders as a result of a Recall Competing Transaction (as defined in the Transaction Agreement)); or

the Recall board of directors determines (after Iron Mountain has exercised its matching right) that a Recall Competing Transaction constitutes a Recall Superior Proposal (as defined in the Transaction Agreement) and the Recall board of directors has determined in good faith, after consultation with its financial and legal advisors, that failure to take such action would likely be inconsistent with the directors' fiduciary duties owed by Recall directors under applicable law.

Iron Mountain agrees that this proxy statement and all public announcements by Iron Mountain, or a director of Iron Mountain, in relation to the Transaction must include statements that:

the Iron Mountain board of directors unanimously recommends that Iron Mountain stockholders vote in favor of the Transaction Proposal in the absence of an Iron Mountain Superior Proposal (as defined in the Transaction Agreement); and

each director states that he or she will vote all Iron Mountain shares in his or her control in favor of the Transaction Proposal.

The Iron Mountain board of directors may only make a public statement or take any action that qualifies (in a manner adverse to Recall) or contradicts its support for the issuance of the new Iron Mountain shares, or subsequently changes, withdraws or adversely modifies its recommendation in favor of the Transaction Proposal if the Iron Mountain board of directors determines in good faith, after consultation with its financial and legal advisors, that an Iron Mountain Competing Transaction (as defined in the Transaction Agreement) constitutes an Iron Mountain Superior Proposal, and that failure to take such action would likely be inconsistent with the directors' fiduciary duties owed by Iron Mountain directors under applicable law.

**Exclusivity**

From the date of the Transaction Agreement to the earlier of the termination of the Transaction Agreement or the end date, Recall and Iron Mountain must not:

directly or indirectly participate in or continue any discussions or negotiations, or enter into any agreement, arrangement or understanding, with any third party (whether or not in writing and



Table of Contents

whether or not legally binding) in relation to, or which may reasonably be expected to lead to, a Recall Competing Transaction or an Iron Mountain Competing Transaction (a "Competing Transaction" as the case may be) or to either party abandoning or not proceeding with the Transaction;

provide or make available any information to any third party in connection with the formulation, development or finalization of a Competing Transaction (including by way of providing information and access to perform diligence on a party); or

directly or indirectly solicit (including by way of providing information concerning the party to any person) or invite inquiries, discussions or proposals in relation to, or which may reasonably be expected to lead to, a Competing Transaction or to either party abandoning or not proceeding with the Transaction.

However, either party may undertake any action that would otherwise be prohibited as set out above in relation to a bona fide Competing Transaction which was not solicited by it and was not otherwise brought about as a result of any breach by it of its obligations under the Transaction Agreement, provided that the party's board of directors determines, acting in good faith and in consultation with its financial and legal advisors, that the proposed Competing Transaction constitutes, or would reasonably be expected to result in a Recall Superior Proposal or an Iron Mountain Superior Proposal (a "Superior Proposal") and not undertaking that action would likely be inconsistent with the directors' duties owed under applicable law, or it would otherwise be unlawful not to take that action.

If Recall (or any of its related bodies corporate or any of their respective representatives) provides or makes available any information to any third party (as defined under the Corporations Law) (a "Third Party Recipient") in connection with the formulation, development or finalization of a Competing Transaction and at that time Recall and the Third Party Recipient are not party to a confidentiality agreement imposing on the Third Party Recipient standstill obligations and other obligations that are substantially comparable, in the aggregate, to those imposed on the other party under the Confidentiality Agreement, then:

Recall must provide Iron Mountain with the same information that Recall has provided to the Third Party Recipient to the extent that such information has not previously been provided to Iron Mountain and would reasonably be expected to be material to Iron Mountain; and

the Confidentiality Agreement, including any standstill obligations, must be read down such that the obligation of Iron Mountain are substantially comparable to the other obligations of the Third Party Recipient, in each case under any confidentiality arrangements between Recall and the Third Party Recipient in relation to a Competing Transaction (regardless of whether or not the party and the Third Party Recipient have entered into a binding confidentiality agreement).

Either party must notify the other party in writing if it or any member of the party becomes aware of any proposal (or update to a previous proposal) made to a party or its representatives in connection with, or in respect of any exploration or consummation of, a Competing Transaction or a proposed or potential Competing Transaction, or the provision by a party of any information relating to such party or any of its subsidiaries or any of their businesses or operations to any person in connection with or for the purposes of a current or future Competing Transaction. A party must disclose to the other party the material terms of the proposal, including, if known, the proposed price, conditions, timing and reimbursement fee (if any), but does not need to include details of the party making the proposal.

If the Recall board of directors, acting in good faith and after consultation with its financial and legal advisors, determines that a proposed Recall Competing Transaction would constitute a Recall Superior Proposal, and that failure to accept the Recall Competing Transaction would likely be inconsistent with the Recall directors' fiduciary duties under applicable law, Recall must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) to undertake

Table of Contents

the Recall Competing Transaction and must use all reasonable endeavors to ensure that none of its directors change their recommendation in favor of the Transaction or publicly recommend the Recall Competing Transaction unless:

Recall has disclosed the material terms of the proposed Recall Competing Transaction to Iron Mountain;

Recall has given Iron Mountain a period of not less than five business days after the provision of that information to provide a matching or superior proposal to the proposed Recall Competing Transaction;

if requested by Iron Mountain, Recall has negotiated the terms of the revised Iron Mountain proposal with Iron Mountain in good faith; and

after taking the above steps, Iron Mountain has not announced a proposal which the Recall board of directors, acting in good faith, determines is, by the end of such five business day period, a matching or a superior proposal to the proposed Recall Competing Transaction.

**Termination**

The Transaction Agreement may be terminated by either Iron Mountain or Recall if:

before 8am (eastern Australia time) on the Second Court Date, if the other party has materially breached any clause of the Transaction Agreement (other than the breaching party's respective representations and warranties) and the breach continues to exist for 20 business days (or any shorter period ending at 5pm (eastern Australia time) on the day before the Second Court Date) after a notice is given by the non-breaching party to the breaching party;

before 8am (eastern Australia time) on the Second Court Date, if the other party has breached any of its respective representations and warranties such that the condition to close relating to the breaching party's representations and warranties could not be satisfied prior to June 8, 2016 (subject to extension in limited circumstances) and the breach continues to exist for 20 business days (or any shorter period ending at 5pm (eastern Australia time) on the day before the Second Court Date) after notice is given by the non-breaching party to the breaching party; and

a condition to closing described above under "Conditions Precedent to the Scheme" becomes incapable of being satisfied, and the parties are unable to reach an agreement to resolve the matter within ten business days of becoming aware of the relevant occurrence or by June 8, 2016 (subject to extension in limited circumstances).

Iron Mountain may terminate the Transaction Agreement by written notice to Recall if:

the Iron Mountain board of directors has changed, withdrawn or modified its recommendation in favor of the Transaction Proposal;

the Recall board of directors withdraws or adversely modifies its recommendation that Recall shareholders vote in favor of the Scheme; or

the Recall board of directors recommends or supports any Recall Competing Transaction.

Recall may terminate the Transaction Agreement by written notice to Iron Mountain if:

the Recall board of directors has changed, withdrawn or modified its recommendation of the Scheme; or

the Iron Mountain board of directors has changed, withdrawn or adversely modified its recommendation in favor of the Transaction Proposal.

Table of Contents

**Reimbursement Fees**

Each of Iron Mountain and Recall has agreed to pay a reimbursement fee equivalent to A\$25,500 in certain circumstances. Iron Mountain has also agreed to pay a reimbursement fee of A\$76,500 in respect of failure to obtain antitrust approvals only.

Recall is required to pay a reimbursement fee of A\$25,500 to Iron Mountain if:

prior to the earlier of the Effective Date of the Scheme or the end date, the Recall board of directors withdraws or adversely modifies its recommendation that Recall shareholders vote in favor of the Scheme, other than as a result of:

the report (including any update, revision or amendment thereto) of the Independent Expert opining that the Scheme is not in the best interests of the Recall shareholders (other than where the reason for that opinion is a Recall Competing Transaction);

any matter or thing giving Recall the right to terminate for (i) material breach or (ii) breach of representation or warranties such that a relevant condition precedent could not be satisfied prior to the end date; or

the failure of a condition precedent, other than as a result of a breach by Recall;

prior to the earlier of the Effective Date of the Scheme or the end date, the Recall board of directors recommends or supports a Recall Competing Transaction;

a Recall Competing Transaction of any kind is announced prior to the end date and within nine months after the date the Transaction Agreement is terminated a Recall Competing Transaction is consummated or entered into and subsequently consummated; or

Iron Mountain has terminated the Transaction Agreement for material breach by Recall and the Transaction does not close.

Notwithstanding the foregoing, Recall is not required to pay the reimbursement fee in the following circumstances:

if the Scheme becomes effective;

if the Transaction Agreement has not been terminated;

to the extent that the obligation to pay the reimbursement fee constitutes unacceptable circumstances as declared by the Australian Takeovers Panel or is determined by a court to be unenforceable (after all proper avenues of appeal and review have been exhausted);

if there is a material risk that any amounts payable to Iron Mountain would be treated as nonqualifying income upon the payment of such amounts to Iron Mountain, the amount paid to Iron Mountain in any tax year will not exceed the maximum amount that can be paid to Iron Mountain in such year without causing Iron Mountain to fail to comply with the requirements for qualification as a real estate investment trust under the Code (the "REIT Requirements") for such year, determined as if the payment of such amount were nonqualifying income, all as determined by such counsel or independent accountants to Iron Mountain. The outstanding amount will be paid into an escrow account and released to Iron Mountain during subsequent tax years so as to not exceed the REIT Requirements.

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Recall must also reimburse Iron Mountain for Iron Mountain's reasonable, documented out of pocket expenses actually incurred in connection with the transaction up to US\$5,000 if the Recall board of directors withdraws or adversely modifies its recommendation that Recall shareholders vote in favor of the Scheme as a result of the report (including any update, revision or amendment thereto) of the Independent Expert opining that the Scheme is not in the best interests of Recall shareholders (other



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

than where the reason for that opinion is a Recall Competing Transaction) and the Transaction Agreement is terminated by Recall or Iron Mountain prior to the Recall shareholders meeting.

Iron Mountain is required to pay a reimbursement fee of A\$25,500 to Recall if:

Recall has terminated the Transaction Agreement for material breach by Iron Mountain and the Transaction does not complete; or

prior to the earlier of the Effective Date of the Scheme or the end date, the Iron Mountain board of directors withdraws or adversely modifies its recommendation that Iron Mountain stockholders vote in favor of the Transaction Proposal, other than as a result of:

any matter or thing giving Iron Mountain the right to terminate for (i) material breach or (ii) breach of representation and warranties such that a relevant condition precedent could not be satisfied prior to the end date; or

failure of a condition precedent, other than as a result of a breach of Iron Mountain.

Iron Mountain must pay an antitrust approval reimbursement fee of A\$76,500 to Recall if:

the Transaction Agreement is terminated because of the failure to obtain the HSR/Antitrust Approval or the failure to obtain any other competition approval; or

the Transaction cannot proceed due to any action taken by a competition authority, in each case in circumstances where various conditions precedent have been satisfied or waived.

Notwithstanding, Iron Mountain is not required to pay either of the reimbursement fees described above in the following circumstances:

if the Scheme becomes Effective; or

to the extent that the obligation to pay a reimbursement fee constitutes unacceptable circumstances as declared by the Australian Takeovers Panel or is determined by a court to be unenforceable (after all proper avenues of appeal and review have been exhausted).

If a reimbursement fee is payable to the other party as described above, Iron Mountain or Recall, as the case may be, must pay the reimbursement fee within 10 business days after receiving a written notice from the other party requiring payment of the reimbursement fee. The parties have agreed that, except with respect to willful or intentional material breaches of the Transaction Agreement, the maximum aggregate amount which either party is liable for in relation to the Transaction Agreement is an amount equal to the reimbursement fee.

### **Costs and Expenses**

Except in respect of the reimbursement fees described above, each party must pay its own costs and expenses in connection with the proposed, attempted or actual performance and implementation of the Transaction Agreement and the Transaction.

### **Governing Law**

The Transaction Agreement is governed by the laws of New South Wales, Australia.

**Amendment and Waiver**

The Transaction Agreement may only be varied by a document signed by or on behalf of each of the parties. Any waiver or consent given by any party under the Transaction Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

Table of Contents

**Scheme**

The Scheme is the document which records the terms and conditions of the arrangement between Recall and Recall shareholders that give effect to the Transaction. The principal terms have the effect that Iron Mountain Sub will acquire all of the outstanding shares of Recall in exchange for cash and newly issued shares of Iron Mountain common stock provided by Iron Mountain.

The Scheme provides that, if the Scheme becomes effective, all Recall shares will be transferred to Iron Mountain Sub on the Implementation Date and without the need for any further act by any Recall shareholder. The Scheme appoints Recall and various of its officers and secretaries as attorney or agent for each Recall shareholder in order for them to perform all necessary actions to effect the transfer of the Recall shares to Iron Mountain Sub on behalf of each Recall shareholder.

The Scheme provides that Recall must not consent to any changes to, or the imposition by the Sydney Federal Court (or such other competent court agreed by Iron Mountain and Recall) of conditions on, the draft Scheme or Deed Poll without the prior written consent of Iron Mountain.

The Scheme includes a deemed warranty from Recall shareholders in favor of Recall, Iron Mountain and Iron Mountain Sub that the Recall shares transferred under the Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges and security interests. The Scheme also provides that, to the extent permitted by law, the Recall shares transferred under the Scheme will be transferred from all mortgages, charges and security interests.

The Scheme provides that Iron Mountain will pay all stamp duty payable in connection with the transfer of the Recall shares to Iron Mountain Sub.

**Deed Poll**

The Scheme, once effective, is binding upon Recall and all Recall shareholders (whether or not they voted in favor of the resolution to approve the Transaction at the Recall shareholders meeting). The Scheme operates as a contract between Recall and all Recall shareholders, and includes obligations of Iron Mountain and Iron Mountain Sub that are necessary in order for the Scheme to be implemented, including obligations that relate to Iron Mountain providing the consideration payable under the Transaction.

However, Iron Mountain and Iron Mountain Sub are not parties to the Scheme, and therefore, do not under the Scheme owe a contractual obligation in favor of Recall shareholders to perform all of their respective obligations under the Scheme, including providing the consideration payable under the Transaction. Accordingly, the Deed Poll is entered into by Iron Mountain and Iron Mountain Sub in order for each of them to covenant in favor of Recall shareholders to perform all of their respective obligations under the Scheme, including providing the consideration payable under the Transaction. The Deed Poll, therefore, gives Recall shareholders a direct contractual right against each of Iron Mountain and Iron Mountain Sub to enforce performance of their respective obligations under the Scheme.

Table of Contents

**PROPOSAL 1**  
**ISSUANCE OF IRON MOUNTAIN SHARES IN CONNECTION WITH THE TRANSACTION**

Iron Mountain's board of directors has unanimously adopted a resolution authorizing, approving, declaring advisable and recommending to Iron Mountain stockholders for their approval the issuance of Iron Mountain common stock to Recall's shareholders in connection with the Transaction.

Section 312.03 of the NYSE Listed Company Manual requires stockholder approval for the issuance of Iron Mountain common stock in instances where the number of securities issued or issuable in payment of the purchase price in a transaction such as the Scheme exceeds 20% of the number of securities of the listed issuer which are outstanding, on a non-diluted basis.

As of June 8, 2015, 210,669,163.50 shares of Iron Mountain common stock were issued and outstanding and no shares were held as treasury stock. Upon the consummation of the Transaction and assuming that no Recall shareholders make a Cash Election, Recall's shareholders would acquire an aggregate of up to approximately 55,637,820 million shares of Iron Mountain common stock, which represents approximately 21% of the shares of Iron Mountain common stock issued and outstanding prior to the consummation of the Transaction. Upon the consummation of the Transaction and assuming that Recall shareholders make the Cash Election up to the Cash Election Cap, Recall's shareholders would acquire an aggregate of up to approximately 50,679,609 million shares of Iron Mountain common stock, which represents approximately 19% of the shares of Iron Mountain common stock issued and outstanding prior to the consummation of the Transaction.

**Required Vote and Board of Directors' Recommendation**

Assuming the presence of a quorum, in order to become effective this proposal requires the affirmative vote of the holders of a majority of the shares of Iron Mountain common stock properly cast on the proposal at the special meeting. Abstentions, failures to submit a proxy (if you do not attend the special meeting in person) and any broker non-votes will have no effect on the outcome of the vote on this proposal.

Iron Mountain's board of directors unanimously recommends that you vote "**FOR**" the approval of this proposal.

Table of Contents

**PROPOSAL 2  
ADJOURNMENT OF SPECIAL MEETING**

Iron Mountain is asking its stockholders to consider and vote upon a proposal to approve one or more adjournments of the special meeting, if necessary or appropriate, including adjournments to permit further solicitation of proxies in favor of approval of the Transaction Proposal.

If the number of shares of Iron Mountain common stock present in person or represented by proxy at the special meeting voting in favor of the Transaction Proposal is insufficient to approve the Transaction Proposal at the time of the special meeting, then Iron Mountain may move to adjourn the special meeting in order to enable its board of directors to solicit additional proxies in respect of the Transaction Proposal. In that event, Iron Mountain stockholders will be asked to vote only upon the adjournment proposal, and not on the Transaction Proposal.

In this proposal, you are being asked to authorize the holder of any proxy solicited by Iron Mountain's board of directors to vote in favor of granting discretionary authority to the proxy or attorney-in-fact to adjourn the special meeting one or more times for the purpose of soliciting additional proxies. If Iron Mountain stockholders approve the adjournment proposal, Iron Mountain could adjourn the special meeting and any adjourned session of the special meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from Iron Mountain stockholders that have previously returned properly executed proxies or authorized a proxy by using the Internet or telephone. Among other things, approval of the adjournment proposal could mean that, even if Iron Mountain has received proxies representing a sufficient number of votes against the Transaction Proposal such that the Transaction Proposal would be defeated, Iron Mountain could adjourn the special meeting without a vote on the Transaction Proposal and seek to obtain sufficient votes in favor of the Transaction Proposal to obtain approval of the Transaction Proposal.

**Required Vote and Board of Directors' Recommendation**

Assuming the presence of a quorum, in order to become effective this proposal requires the affirmative vote of the holders of a majority of the shares of Iron Mountain common stock properly cast on this proposal at the special meeting. Abstentions, failures to submit a proxy (if you do not attend the special meeting in person) and any broker non-votes will have no effect on the outcome of the vote on this proposal.

Iron Mountain's board of directors unanimously recommends that you vote "**FOR**" the approval of this proposal.

Table of Contents

**FUTURE IRON MOUNTAIN STOCKHOLDER PROPOSALS AND NOMINATIONS**

Iron Mountain stockholder proposals intended to be presented at the next annual meeting of Iron Mountain stockholders and which are to be considered for inclusion in Iron Mountain's proxy statement and form of proxy for that meeting must be received by Iron Mountain on or before December 15, 2015. These proposals must also comply with the rules of the SEC governing the form and content of proposals in order to be included in Iron Mountain's proxy statement and form of proxy. Any such proposals should be mailed to the Corporate Secretary at Iron Mountain Incorporated, One Federal Street, Boston, Massachusetts 02110.

An Iron Mountain stockholder who wishes to present a proposal at the next annual meeting, other than a proposal to be considered for inclusion in Iron Mountain's proxy statement described above, must provide written notice of such proposal and appropriate supporting documentation to Iron Mountain no earlier than January 29, 2016 and no later than February 27, 2016. Proxies solicited by Iron Mountain's board of directors will confer discretionary voting authority with respect to these proposals, subject to SEC rules governing the exercise of this authority. Any such proposal should be mailed the Corporate Secretary at Iron Mountain Incorporated, One Federal Street, Boston, Massachusetts 02110.

Table of Contents

**WHERE YOU CAN FIND MORE INFORMATION**

**Where Stockholders Can Find More Information About Iron Mountain**

Iron Mountain files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document Iron Mountain files at the SEC's Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Iron Mountain's SEC filings are also available to the public at the SEC's website at *www.sec.gov* or at Iron Mountain's website at *www.IronMountain.com*. Unless otherwise provided below, the information provided in Iron Mountain's SEC filings (or available on Iron Mountain's website) is not part of this proxy statement and is not incorporated by reference.

The SEC allows Iron Mountain to incorporate by reference into this proxy statement documents it files with the SEC. This means that, if you are an Iron Mountain stockholder, Iron Mountain can disclose important information to you by referring you to those documents.

The information filed by Iron Mountain and incorporated by reference is considered to be a part of this document, and later information that Iron Mountain files with the SEC will update and supersede that information. Statements contained in this document, or in any document incorporated in this document by reference, regarding the contents of any contract or other document are not necessarily complete and each such statement is qualified in its entirety by reference to such contract or other document filed as an exhibit with the SEC. Iron Mountain incorporates by reference the documents listed below and any documents filed by Iron Mountain pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (other than documents or information "furnished" to and not "filed" with the SEC) after the date of this proxy statement and before the date of the special meeting:

the Iron Mountain Annual Report;

the Iron Mountain May 7th Current Report;

Iron Mountain Quarterly Reports on Form 10-Q for the quarters ended March 31, 2015 and June 30, 2015 filed with the SEC on April 30, 2015 and July 30, 2015, respectively;

the Current Report on Form 8-K filed with the SEC on August 24, 2015;

the Current Report on Form 8-K filed with the SEC on July 6, 2015;

the Current Report on Form 8-K filed with the SEC on June 8, 2015;

the Current Report on Form 8-K filed with the SEC on June 2, 2015;

the Current Report on Form 8-K dated April 28, 2015;

the Current Report on Form 8-K filed with the SEC on February 24, 2015;

the Current Report on Form 8-K filed with the SEC on February 23, 2015;

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

the Current Report on Form 8-K filed with the SEC on January 21, 2015; and

the Current Report on Form 8-K filed with the SEC on January 20, 2015.

Iron Mountain undertakes to provide without charge to each person to whom a copy of this proxy statement has been delivered, upon request, by first class mail or other equally prompt means, within one business day of receipt of the request, a copy of any or all of the documents incorporated by reference into this proxy statement, other than the exhibits to these documents, unless the exhibits are specifically incorporated by reference into the information that this proxy statement incorporates.



Table of Contents

Requests for copies of Iron Mountain filings should be directed to the Corporate Secretary at Iron Mountain Incorporated at One Federal Street, Boston, Massachusetts 02110 or by telephone at 617-535-8595.

Document requests from Iron Mountain should be made by [\*\*\*\*\*], 2015 in order to receive them before the special meeting.

Stockholders should not rely on information other than that contained or incorporated by reference in this proxy statement. Iron Mountain has not authorized anyone to provide information that is different from that contained in this proxy statement. This proxy statement is dated [\*\*\*\*\*], 2015. No assumption should be made that the information contained in this proxy statement is accurate as of any date other than that date, and the mailing of this proxy statement will not create any implication to the contrary.

If you would like additional copies of this proxy statement, without charge, or if you have questions about the Transaction, including the procedures for voting your shares, you should contact Okapi Partners LLC, Iron Mountain's proxy solicitation agent. The address of Okapi Partners LLC is 437 Madison Avenue 28th Floor, New York, New York 10022. You can call Okapi Partners LLC at 877-279-2311.

**Where Stockholders Can Find More Information About Recall**

Recall is listed on the ASX and, as such, Recall is a disclosing entity for the purposes of the Corporations Act and is subject to regular reporting and disclosure obligations. As a company listed on ASX, Recall is subject to the Listing Rules of the ASX which, subject to certain exceptions, require immediate disclosure to the ASX of any information of which Recall is aware which a reasonable person would expect to have a material effect on the price or value of its securities.

ASIC also maintains records of documents lodged with it by Recall, and these may be obtained from or inspected at any office of ASIC.

Information is also available on Recall's website at [www.recall.com.au](http://www.recall.com.au). The information provided on Recall's website is not part of this proxy statement and is not incorporated by reference.

ANNEX A

SCHEME IMPLEMENTATION DEED

---

**Iron Mountain Incorporated**

**Recall Holdings Limited**

**Scheme Implementation Deed**

Deutsche Bank Place  
Corner Hunter and Phillip Streets  
Sydney NSW 2000 Australia  
T +61 2 9230 4000  
F +61 2 9230 5333  
[www.allens.com.au](http://www.allens.com.au)

© Allens Australia 2015

Allens is an independent partnership operating in alliance with Linklaters LLP.

---

Table of Contents**Contents**

<b>1</b>	<b><u>Definitions and Interpretation</u></b>	<b><u>A-1</u></b>
	<u>1.1</u> Definitions	<u>A-1</u>
	<u>1.2</u> Interpretation	<u>A-14</u>
	<u>1.3</u> Business Day	<u>A-14</u>
	<u>1.4</u> Contra proferentem excluded	<u>A-15</u>
	<u>1.5</u> Awareness	<u>A-15</u>
	<u>1.6</u> Fairly Disclosed	<u>A-15</u>
	<u>1.7</u> Obligation to use reasonable endeavours binding on Group	<u>A-15</u>
<b>2</b>	<b><u>Agreement to proceed with the Transaction</u></b>	<b><u>A-15</u></b>
<b>3</b>	<b><u>Conditions precedent and pre-implementation steps</u></b>	<b><u>A-15</u></b>
	<u>3.1</u> Conditions precedent	<u>A-15</u>
	<u>3.2</u> Reasonable endeavours	<u>A-18</u>
	<u>3.3</u> Regulatory Approvals	<u>A-18</u>
	<u>3.4</u> Iron Mountain Shareholder Approval	<u>A-18</u>
	<u>3.5</u> Waiver of conditions precedent	<u>A-20</u>
	<u>3.6</u> Termination on failure of condition precedent	<u>A-20</u>
	<u>3.7</u> Certain notices	<u>A-21</u>
<b>4</b>	<b><u>Transaction steps</u></b>	<b><u>A-21</u></b>
	<u>4.1</u> Scheme	<u>A-21</u>
	<u>4.2</u> Scheme Consideration	<u>A-21</u>
	<u>4.3</u> Cash Election Mechanism	<u>A-23</u>
	<u>4.4</u> Scale back	<u>A-23</u>
	<u>4.5</u> Fractional entitlements	<u>A-25</u>
	<u>4.6</u> Ineligible Foreign Shareholders	<u>A-26</u>
	<u>4.7</u> Shares to rank equally	<u>A-27</u>
	<u>4.8</u> No amendment to the Scheme without consent	<u>A-27</u>
	<u>4.9</u> Performance Rights and Retention Rights	<u>A-27</u>
	<u>4.10</u> United States Tax Treatment	<u>A-27</u>
<b>5</b>	<b><u>Implementation</u></b>	<b><u>A-28</u></b>
	<u>5.1</u> Recall obligations	<u>A-28</u>
	<u>5.2</u> Iron Mountain's obligations	<u>A-31</u>
	<u>5.3</u> Appeal process	<u>A-32</u>
	<u>5.4</u> Competition Approvals	<u>A-32</u>
	<u>5.5</u> Timing of Implementation Date	<u>A-35</u>
	<u>5.6</u> Conduct of Court proceedings	<u>A-35</u>
	<u>5.7</u> Responsibility statement	<u>A-35</u>
	<u>5.8</u> Access to information, premises and senior executives	<u>A-35</u>
<b>6</b>	<b><u>Appointment of directors/Employee matters</u></b>	<b><u>A-36</u></b>
	<u>6.1</u> Appointment of directors to Iron Mountain Board	<u>A-36</u>
	<u>6.2</u> Reconstitution of the Recall Board	<u>A-36</u>
	<u>6.3</u> Deeds of indemnity and insurance	<u>A-37</u>
	<u>6.4</u> Employee matters	<u>A-37</u>
<b>7</b>	<b><u>Conduct of business</u></b>	<b><u>A-37</u></b>
	<u>7.1</u> Conduct of Recall Group business up to the Implementation Date	<u>A-37</u>
	<u>7.2</u> Exceptions	<u>A-40</u>
	<u>7.3</u> Conduct of Iron Mountain Group business up to the Implementation Date	<u>A-40</u>

Table of Contents

7.4	<u>Exceptions</u>	A-42
<b>8</b>	<b><u>Board recommendations</u></b>	<b><u>A-43</u></b>
8.1	<u>Recall Board obligation to unanimously recommend</u>	<u>A-43</u>
8.2	<u>Recall Board withdrawal of recommendation</u>	<u>A-43</u>
8.3	<u>Iron Mountain Board obligation to unanimously recommend</u>	<u>A-44</u>
8.4	<u>Iron Mountain withdrawal of recommendation</u>	<u>A-44</u>
8.5	<u>Recall directors</u>	<u>A-44</u>
8.6	<u>Iron Mountain directors</u>	<u>A-44</u>
<b>9</b>	<b><u>Representations and warranties</u></b>	<b><u>A-44</u></b>
9.1	<u>Iron Mountain's representations and warranties</u>	<u>A-44</u>
9.2	<u>Recall representations and warranties</u>	<u>A-44</u>
9.3	<u>Independent warranties</u>	<u>A-44</u>
9.4	<u>Survival of representations</u>	<u>A-45</u>
9.5	<u>Timing of representation and warranties</u>	<u>A-45</u>
<b>10</b>	<b><u>Releases</u></b>	<b><u>A-45</u></b>
10.1	<u>Recall directors and officers</u>	<u>A-45</u>
10.2	<u>Iron Mountain directors and officers</u>	<u>A-45</u>
<b>11</b>	<b><u>Confidentiality/Public Announcements/Joint Marketing</u></b>	<b><u>A-46</u></b>
<b>12</b>	<b><u>Exclusivity</u></b>	<b><u>A-46</u></b>
12.1	<u>Recall discussions with third parties</u>	<u>A-46</u>
12.2	<u>Recall solicitation</u>	<u>A-47</u>
12.3	<u>Limitation on clause 12.1</u>	<u>A-47</u>
12.4	<u>Provision of information to Iron Mountain</u>	<u>A-47</u>
12.5	<u>Notification by Recall of approaches</u>	<u>A-48</u>
12.6	<u>Matching right</u>	<u>A-48</u>
12.7	<u>Recall analyst and investor presentations</u>	<u>A-49</u>
12.8	<u>Iron Mountain discussions with third parties</u>	<u>A-49</u>
12.9	<u>Iron Mountain solicitation</u>	<u>A-49</u>
12.10	<u>Limitation on clause 12.8</u>	<u>A-50</u>
12.11	<u>Notification by Iron Mountain of approaches</u>	<u>A-50</u>
12.12	<u>Iron Mountain analyst and investor presentations</u>	<u>A-50</u>
<b>13</b>	<b><u>Reimbursement Fees</u></b>	<b><u>A-50</u></b>
13.1	<u>Background to Recall Reimbursement Fee</u>	<u>A-50</u>
13.2	<u>Payment of the Recall Reimbursement Fee</u>	<u>A-51</u>
13.3	<u>Iron Mountain written demand</u>	<u>A-51</u>
13.4	<u>Nature of payment</u>	<u>A-52</u>
13.5	<u>Qualifications</u>	<u>A-52</u>
13.6	<u>Other claims</u>	<u>A-53</u>
13.7	<u>Exclusive remedy of Iron Mountain</u>	<u>A-53</u>
13.8	<u>Background to Iron Mountain Reimbursement Fee and Iron Mountain Antitrust Approval Reimbursement Fee</u>	<u>A-53</u>
13.9	<u>Payment of the Iron Mountain Reimbursement Fee and/or Iron Mountain Antitrust Approval Reimbursement Fee</u>	<u>A-54</u>
13.10	<u>Recall written demand</u>	<u>A-54</u>
13.11	<u>Nature of payment</u>	<u>A-55</u>
13.12	<u>Qualifications</u>	<u>A-55</u>
13.13	<u>Survival</u>	<u>A-55</u>
13.14	<u>Other claims</u>	<u>A-55</u>

Table of Contents

13.15	<u>Exclusive remedy of Recall</u>	<u>A-55</u>
<b>14</b>	<b><u>Termination</u></b>	<b><u>A-56</u></b>
14.1	<u>Termination by either party</u>	<u>A-56</u>
14.2	<u>Termination by Recall</u>	<u>A-56</u>
14.3	<u>Termination by Iron Mountain</u>	<u>A-56</u>
14.4	<u>Effect of termination</u>	<u>A-57</u>
14.5	<u>Termination Notice</u>	<u>A-57</u>
<b>15</b>	<b><u>Duty, costs and expenses</u></b>	<b><u>A-57</u></b>
15.1	<u>Stamp duty</u>	<u>A-57</u>
15.2	<u>Costs and expenses</u>	<u>A-57</u>
15.3	<u>Other Conveyance Taxes</u>	<u>A-57</u>
<b>16</b>	<b><u>GST</u></b>	<b><u>A-57</u></b>
<b>17</b>	<b><u>General</u></b>	<b><u>A-58</u></b>
17.1	<u>No representation or reliance</u>	<u>A-58</u>
17.2	<u>No merger</u>	<u>A-58</u>
17.3	<u>Consents</u>	<u>A-59</u>
17.4	<u>Notices</u>	<u>A-59</u>
17.5	<u>Governing law and jurisdiction</u>	<u>A-60</u>
17.6	<u>Waivers</u>	<u>A-60</u>
17.7	<u>Variation</u>	<u>A-60</u>
17.8	<u>Assignment</u>	<u>A-60</u>
17.9	<u>Third party beneficiary</u>	<u>A-61</u>
17.10	<u>Further action</u>	<u>A-61</u>
17.11	<u>Entire Agreement</u>	<u>A-61</u>
17.12	<u>Counterparts</u>	<u>A-61</u>
<b>Schedule 1</b>		<b><u>A-62</u></b>
	<u>Iron Mountain Representations and Warranties</u>	<u>A-62</u>
<b>Schedule 2</b>		<b><u>A-70</u></b>
	<u>Recall Representations and Warranties</u>	<u>A-70</u>
<b>Schedule 3</b>		<b><u>A-77</u></b>
	<u>Competition Approvals</u>	<u>A-77</u>
<b>Schedule 4</b>		<b><u>A-78</u></b>
	<u>Iron Mountain details</u>	<u>A-78</u>
<b>Schedule 5</b>		<b><u>A-79</u></b>
	<u>Recall details</u>	<u>A-79</u>
<b>Schedule 6</b>		<b><u>A-80</u></b>
	<u>Employee and Benefit Matters</u>	<u>A-80</u>
<b>Schedule 7</b>		<b><u>A-82</u></b>
	<u>Illustrative Calculation Applying Clause 4.4 Scale Back Mechanism</u>	<u>A-82</u>
<b>Schedule 8</b>		<b><u>A-86</u></b>
	<u>Pre-Closing Restructuring</u>	<u>A-86</u>
<b>Schedule 9</b>		<b><u>A-87</u></b>
	<u>Form of FIRPTA Certificate</u>	<u>A-87</u>

Table of Contents

<b><u>Schedule 10</u></b>	<b><u>A-88</u></b>
<u>Communications Materials</u>	<u>A-88</u>
<b><u>Annexure 1</u></b>	
<u>Indicative Timetable</u>	<b><u>A-90</u></b>
<b><u>Annexure 2</u></b>	<u>A-90</u>
<u>Scheme of arrangement</u>	<b><u>A-91</u></b>
<b><u>Annexure 3</u></b>	<u>A-91</u>
<u>Deed poll</u>	<b><u>1</u></b>
	<u>1</u>

A-iv

---

Table of Contents

**This Deed** is made on 8 June 2015

**Parties**

1 **Iron Mountain Incorporated** of One Federal Street, Boston, Massachusetts 02110 (*Iron Mountain*).

2 **Recall Holdings Limited** (ABN 27 116 537 832) of 697 Gardeners Road, Alexandria, Sydney, Australia (*Recall*).

**Recitals**

A The parties have agreed that Iron Mountain Sub will acquire all of the ordinary shares in Recall by means of a scheme of arrangement under Part 5.1 of the Corporations Act between Recall and Scheme Shareholders.

B The parties have agreed to implement the scheme of arrangement on the terms of this Deed.

C For U.S. federal income tax purposes, it is intended that the Transaction qualify as a "qualified stock purchase" under the provisions of Section 338(d) of the Internal Revenue Code of 1986 (the *Code*), and the rules and regulations promulgated thereunder (the *Treasury Regulations*).

**It is agreed** as follows.

**1 Definitions and Interpretation**

**1.1 Definitions**

The meanings of the terms used in this Deed are set out below.

**Action** means any action, suit, claim, demand, legal proceeding, investigation, inquiry, prosecution, litigation, proceeding, arbitration, mediation or dispute resolution.

**Additional Amount** has the meaning given in clause 16(b).

**AIFRS** means the International Financial Reporting Standards as adopted in Australia.

**Amount Incurred** has the meaning given in clause 16(e).

**Antitrust Laws** means (a) the HSR Act, the Sherman Act of 1890, the Clayton Act of 1914, the Federal Trade Commission Act, and any other United States federal or state statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade, (b) the Australia Competition and Consumer Act and (c) any other federal, state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

**ASIC** means the Australian Securities and Investments Commission.

**Associate** has the meaning set out in section 12 of the Corporations Act, where Recall is the 'designated body'.

**ASX** means ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.



Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

**Business Day** means a weekday on which trading banks in Sydney and New York are open for trading and the ASX and the NYSE are open for trading.

**Cash Election** is defined in clause 4.3(a).

A-1

---

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

**Cash Election Form** is defined in clause 4.3(a).

**CDN** means CHESSE Depository Nominees Pty Limited ACN 071 346 506.

**CHESSE** means the clearing house electronic sub-register system of share transfers operated by the ASX Settlement and Transfer Corporation Pty Ltd.

**Class Ruling** means a binding public ruling issued by the Commissioner of Taxation pursuant to Division 358 of Schedule 1 of the *Tax Administration Act 1953* (Cth) and as described in the class ruling CR 2001/1.

**Code** is defined in Recital C.

**Communications** has the meaning given in clause 3.3(d).

**Company Benefit Plan** has the meaning given in Schedule 6, paragraph(d).

**Competition Approvals** means (a) any approval, clearance, filing or expiration or termination of a waiting period required in relation to the Transaction under any Antitrust Law of a country or jurisdiction set forth in Schedule 3 and (b) any approval, clearance, filing or expiration or termination of a waiting period in relation to the Transaction under any Antitrust Law of any other country or jurisdiction that is required or that Iron Mountain reasonably determines advisable.

**Competition Authority** means any Government Agency having responsibility for any Antitrust Law.

**Confidentiality Agreement** means the confidentiality agreement between Iron Mountain and Recall dated 25 April 2015.

**Consideration** has the meaning given in clause 16(a).

**Continuing Employee** has the meaning given in Schedule 6, paragraph(a).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Corporations Regulations** means the *Corporations Regulations 2001* (Cth).

**Court** means the Federal Court of Australia, Sydney Registry, or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Iron Mountain and Recall.

**Current Market Price per Share** has the meaning given in clause 4.2(e).

**Deed** means this document including any schedule or annexure.

**Deed Poll** means a deed poll substantially in the form of Annexure 3 under which Iron Mountain and Iron Mountain Sub covenant in favour of the Scheme Shareholders to perform their obligations under the Scheme.

**Demerger Deed** means the Demerger Deed, between Brambles Limited, an Australian corporation, and Recall, dated October 22, 2013.

**Designated Subsidiary** has the meaning given in Schedule 8.

**Distribution Tax Opinion** has the meaning given in the Tax Matters Agreement relating to the effect of the Transaction.

**Divestiture Action** has the meaning given in clause 5.4(f).

**DOJ** has the meaning given in clause 5.4(b).

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

*Effective* means when used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

A-2

---

Table of Contents

**Effective Date** means the date on which the Scheme becomes Effective.

**End Date** means the later of:

- (a) the date which is 12 calendar months after the date of this Deed, or such other date as may be agreed to in writing by Iron Mountain and Recall;
- (b) if, on the date which is 7 days prior to the End Date (determined under paragraph (a) or a previous application of this paragraph (b)), all of the conditions precedent set forth in clause 3.1 shall have been satisfied or shall be capable of being satisfied prior to the End Date (other than the condition precedent in clause 3.1(a)(v), clause 3.1(a)(vi), clause 3.1(d) or clause 3.1(e) (in the case of clause 3.1(e), as a result of an Order relating to an Antitrust Law)), then either Iron Mountain or Recall may, by notice in writing to the other prior to the End Date (determined under paragraph (a) or a previous application of this paragraph (b)), extend the End Date for a specified period of not less than 60 days (provided further that a party cannot extend the End Date under this paragraph (b) if the failure to satisfy the relevant condition precedent is primarily the result of a breach by that party of this Deed); and
- (c) if, but for the operation of clause 5.5, the Implementation Date would otherwise have occurred prior to the End Date as determined under paragraphs (a) and (b) above, the End Date for the purposes of this Deed will be extended to the date which is 30 days after commencement of the next fiscal quarter of Iron Mountain following the End Date as determined under paragraphs (a) and (b) above.

Notwithstanding the foregoing, in no event shall the End Date be extended beyond July 30, 2016.

**Event Driven Equity Financing** means an equity financing, the proceeds of which would predominantly be used (and would be publicly disclosed by Iron Mountain to be so used) by Iron Mountain to finance an acquisition or acquisitions (other than the Scheme) specifically known to Iron Mountain at the time of any such financing, where such acquisition or acquisitions are intended to occur as promptly as practicable, but in no event later than nine months from the closing of any such financing.

**Exclusivity Period** means the period from and including the date of this Deed to the earlier of:

- (a) the termination of this Deed; and
- (b) the End Date.

**FATA** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**Fee Amount** has the meaning given in clause 13.5(f).

**Fee Escrow Account** has the meaning given in clause 13.5(f).

**Financial Advisor** means, with respect to Recall, any financial advisor retained by Recall in relation to the Scheme or a Recall Competing Transaction from time to time and, with respect to Iron Mountain, any financial advisor retained by Iron Mountain in relation to the Scheme or an Iron Mountain Competing Transaction from time to time.

**First Court Date** means the first day on which an application made to the Court for an order under section 411(4)(a) of the Corporations Act convening the Scheme Meeting is heard.

**FIRPTA Rules** means all of Section 897 and Section 1445 of the Code, including the United States Treasury regulations promulgated under such sections.

**FTC** has the meaning given in clause 5.4(b).



Table of Contents

**Government Agency** means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**HSR Act** has the meaning given in clause 5.4(b).

**HSR/Antitrust Approval** has the meaning given in clause 3.1(a)(v).

**Implementation Date** means the fourth calendar day after the Record Date, or such other day as the parties agree.

**Independent Expert** means the independent expert in respect of the Scheme appointed by Recall.

**Independent Expert Report** means the report to be issued by the Independent Expert in connection with the Scheme.

**Ineligible Foreign Shareholder** means a Scheme Shareholder whose address shown in the Recall Share Register is a place which Iron Mountain reasonably determines is a place that it is unlawful or unduly onerous to issue that Scheme Shareholder with New Iron Mountain Shares when the Scheme becomes Effective (provided that a Scheme Shareholder whose address shown in the Recall Share Register is within Australia and its external territories, New Zealand, United Kingdom, Hong Kong, Singapore, Canada or the United States will not be an Ineligible Foreign Shareholder).

**Insolvency Event** means, in relation to an entity:

- (a) the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity;
- (b) a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets;
- (c) the entity executing a deed of company arrangement;
- (d) the entity ceases, or threatens to cease to, carry on substantially all the business conducted by it as at the date of this Deed;
- (e) the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation); or
- (f) the entity being deregistered as a company or otherwise dissolved.

**Iron Mountain Antitrust Approval Reimbursement Fee** means A\$76,500,000.

**Iron Mountain Board** means the board of directors of Iron Mountain.

**Iron Mountain Competing Transaction** means a proposed or possible transaction or arrangement which, if the transaction or arrangement is entered into or completed would result in a Third Party:

- (a) acquiring (whether directly or indirectly) or becoming the holder of, or otherwise acquiring, having a right to acquire or having an economic or beneficial interest in or control of all or a substantial part of the business and assets of the Iron Mountain Group, taken as a whole;
- (b) acquiring (whether directly or indirectly), under that transaction or arrangement, the power to exercise, or control the exercise of, the right to vote attached to 30% or more of the Iron Mountain Shares;

- (c) acquiring control (as determined in accordance with section 50AA of the Corporations Act) of Iron Mountain; or

A-4

---

Table of Contents

- (d) otherwise acquiring or merging with Iron Mountain, whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction or buy back, sale or purchase of shares or assets, joint venture, dual-listed company structure (or other synthetic merger), or other transaction or arrangement.

**Iron Mountain Disclosure Letter** means a letter identified as such provided by Iron Mountain to Recall and counter signed by Recall prior to entry into this Deed.

**Iron Mountain Group** means **Iron Mountain** and each of its subsidiaries and a reference to a '**Iron Mountain Group Member**' or a '**member of the Iron Mountain Group**' is to Iron Mountain or any of its subsidiaries.

**Iron Mountain Indemnified Parties** means Iron Mountain and any other member of the Iron Mountain Group, and all of their respective directors, officers and employees.

**Iron Mountain Information** means information regarding the Iron Mountain Group; the merged Recall-Iron Mountain entity following implementation of the Scheme; the Scheme Consideration and Iron Mountain's intentions in relation to Recall Group's business, assets and employees, provided by Iron Mountain to Recall in writing for inclusion in the Scheme Booklet (which includes the prospectus included in the Iron Mountain Registration Statement and which, for the avoidance of doubt, excludes the Recall Information and the Independent Expert's Report or an investigating accountants report).

**Iron Mountain Material Adverse Change** means one or more changes, events, occurrences, facts or matters which, whether individually or when aggregated with all such changes, events, occurrences or matters of a like kind, has had or would reasonably be expected to have a material adverse effect on the assets and liabilities (taken as a whole), condition (financial or otherwise), business or results of operations of the Iron Mountain Group taken as a whole, other than those changes, events, occurrences or matters:

- (a) which are required or permitted by, or arise out of the announcement or pendency of, this Deed, the Scheme or the transactions contemplated by them;
- (b) which took place with the written consent of Recall;
- (c) which Iron Mountain Fairly Disclosed in an announcement made to the NYSE prior to entry into this Deed or in the Iron Mountain Disclosure Letter, or which Recall had actual knowledge of prior to the date of this Deed;
- (d) which relate to costs and expenses incurred by Iron Mountain associated with the Scheme process including all fees payable to external advisors of Iron Mountain, to the extent such amounts are Fairly Disclosed in writing to Recall;
- (e) that are or that arise from:
- (i) general changes in economic, political or business conditions (including interest rates and exchange rates), or in securities, credit or financial markets;
- (ii) from changes in law, regulation or policy of any Government Agency (including any change in the judicial or administrative interpretation of any law, regulation or policy);
- (iii) the commencement, occurrence, continuation or escalation of any war, armed hostilities or acts of terrorism; or
- (iv) the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters or any national, international or regional calamity, but excluding any change, event, occurrence or matter which has a disproportionate adverse effect on the Iron



Mountain Group, taken

A-5

---

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

as a whole, as compared to other participants in the principal industries in which the Iron Mountain Group operates;

- (f) that are or that arise from changes or prospective changes to US GAAP or the interpretation of those principles by any professional body or Government Agency;
- (g) that are or that arise from a change in the market price or trading volume of Iron Mountain Shares (although this exception will not prevent the underlying cause of any such change, if not falling within any other exception in this definition, from being taken into account in determining whether there has been an Iron Mountain Material Adverse Change); or
- (h) that are or that arise from a failure by Iron Mountain to meet any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period ending on or after the date of this Deed (although this exception will not prevent the underlying cause of such failure, if not falling within any other exception, from being taken into account in determining whether there has been an Iron Mountain Material Adverse Change).

***Iron Mountain Prescribed Occurrence*** means other than:

- (a) as required or permitted by this Deed, Scheme or the Deed Poll;
- (b) matters which have been Fairly Disclosed in an announcement made by Iron Mountain to the NYSE or the SEC prior to entry into this Deed or in the Iron Mountain Disclosure Letter; or
- (c) as agreed to in writing by Recall,

the occurrence of any of the following between the date of this Deed and 8am on the Second Court Date:

- (a) Iron Mountain converting all or any of its shares into a larger or smaller number of shares;
- (b) any member of the Iron Mountain Group (other than a direct or indirect wholly owned subsidiary of Iron Mountain or an Iron Mountain joint venture entity) resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- (c) any member of the Iron Mountain Group (other than a direct or indirect wholly owned subsidiary of Iron Mountain or an Iron Mountain joint venture entity):
  - (i) entering into a buy-back agreement; or
  - (ii) resolving to approve the terms of a buy-back agreement;
- (d) any member of the Iron Mountain Group declaring, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its shareholders (other than any such dividend, payment or other distribution paid by a direct or indirect wholly owned subsidiary of Iron Mountain or an Iron Mountain joint venture entity to Iron Mountain or to any direct or indirect subsidiary of Iron Mountain or Iron Mountain joint venture entity, provided that, any such dividend, payment or other distribution paid by or to an Iron Mountain joint venture entity is paid or made, as the case may be, on a prorata basis to all shareholders or equityholders of such joint venture entity), except for:
  - (i)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

any ordinary dividend declared or paid in respect of any reporting period, which is consistent with Iron Mountain's existing dividend policy and practice and Iron Mountain's projections as of the date of this Deed which have been made available to Recall (which for the avoidance of doubt, shall include any increase in dividend consistent with earnings growth); and

A-6

---

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

- (ii) any dividend (whether payable in the form of cash, Iron Mountain Shares or other property) that Iron Mountain is required to pay in order to maintain compliance with its real estate investment trust status obligations or that is necessary to avoid the imposition on Iron Mountain of (i) U.S. federal income tax or any state or local income, franchise or other tax imposed on or measured by net or taxable income or (ii) any U.S. federal, state or local excise tax;
- (e) any member of the Iron Mountain Group issuing, agreeing to issue or announcing an intent to issue any shares or other securities (including any securities convertible into shares or other securities), other than:
  - (i) the issuance of Iron Mountain Shares prior to the First Court Date as part of an Event Driven Equity Financing, up to a maximum number of 21,056,034;
  - (ii) the issuance of Iron Mountain Shares issuable pursuant to Iron Mountain's equity awards that (A) are outstanding on the date of this Deed pursuant to the terms of the applicable equity plans as in effect immediately prior to the date of this Deed, or (B) are granted under Iron Mountain's existing equity plans as in effect immediately prior to the date of this Deed in the ordinary course and consistent with past practice;
  - (iii) any issue by an Iron Mountain Group Member to Iron Mountain or another direct or indirect wholly owned subsidiary of Iron Mountain, or
  - (iv) any issue of Iron Mountain Shares described in d(ii) of this definition of Iron Mountain Prescribed Occurrence;
- (f) Iron Mountain making any change to its certificate of incorporation or bylaws without the consent of Recall;
- (g) any member of the Iron Mountain Group disposing, or agreeing to dispose, of (a) the whole, or a substantial part, of the Iron Mountain Group's business representing five percent (5%) or more of the Iron Mountain Group's 2014 fiscal year annual revenue or (b) property or assets of US\$200 million or more;
- (h) any member of the Iron Mountain Group creating, or agreeing to create, any encumbrance over the whole or a substantial part of the Iron Mountain Group's business or property;
- (i) any member of the Iron Mountain Group acquiring, or agreeing to acquire, any business, entity or undertaking, where that acquisition, if completed, will or is reasonably likely to have a materially adverse effect on the prospects of obtaining any regulatory approval to be sought in relation to the Transaction; or
- (j) an Insolvency Event occurring in relation to an Iron Mountain Group Member

**Iron Mountain Proxy Statement** means the proxy statement to be sent to Iron Mountain Shareholders for the purpose of obtaining the Iron Mountain Shareholder Approval.

**Iron Mountain Registration Statement** means the registration statement on Form S-4 to be filed by Iron Mountain with the SEC in connection with the registration under the Securities Act of the Iron Mountain Shares to be issued in connection with the Scheme, and in which the Iron Mountain Proxy Statement will be included as a prospectus.

**Iron Mountain Reimbursement Fee** means A\$25,500,000.

**Iron Mountain Reporting Documents** has the meaning given in paragraph (n) of Schedule 1.



Table of Contents

**Iron Mountain Representations and Warranties** means the representations and warranties of Iron Mountain set out in Schedule 1.

**Iron Mountain Share** means a validly issued, fully paid and non-assessable share of Iron Mountain common stock.

**Iron Mountain Shareholder Approval** means the approval of Iron Mountain shareholders referred to in clause 3.1(c) which is required under the NYSE Listing Rules to the issue of new Iron Mountain Shares in connection with the Scheme.

**Iron Mountain Sub** means an Australian wholly owned subsidiary of Iron Mountain, to be incorporated by Iron Mountain after the date of this Deed.

**Iron Mountain Superior Proposal** means a bona fide Iron Mountain Competing Transaction of the kind referred to in either paragraph (a), (c) or (d) of the definition of Iron Mountain Competing Transaction (and not resulting from a breach by Iron Mountain of its obligations under this Deed including, without limitation, clause 12) which the Iron Mountain Board, acting in good faith, and after taking written advice from its legal and Financial Advisors, determines is:

- (a) reasonably capable of being valued and reasonably likely to be completed on a timely basis, taking into account all aspects of the Iron Mountain Competing Transaction and the person making it (including such person's identity, reputation and financial condition), including without limitation having regard to legal, regulatory and financial matters and any conditions precedents; and
- (b) more favourable to Iron Mountain Shareholders than the Scheme, taking into account all terms and conditions of the Iron Mountain Competing Transaction.

**IRS** means the United States Internal Revenue Service.

**Joint Defense Agreement** means that certain Joint Defense and Common Interest Agreement among external counsel, acknowledged and agreed to by each of Iron Mountain and Recall dated 9 May 2015.

**Listing Rules** mean the official listing rules of the ASX.

**New Iron Mountain CDI** means CHESS Depository Interest, being a unit of beneficial ownership in a new Iron Mountain Share registered in the name of CDN, to be issued under the Scheme.

**New Iron Mountain Share** means a new Iron Mountain Share to be issued under the Scheme.

**Nonqualifying Income** means any amount that is treated as gross income for purposes of Section 856 of the Code and which is not described in Section 856(c)(3) of the Code.

**NYSE** means the New York Stock Exchange or such other stock exchange in the United States of America upon which the Iron Mountain Shares are listed.

**Order** means any decree, judgment, injunction, direction, writ or other order, whether temporary, preliminary or permanent, made or given by a court of competent jurisdiction or by another Government Agency.

**Pre-Closing Restructuring** has the meaning given in clause 4.10.

**Proceeds** has the meaning given in clause 4.6(a)(ii).

**RG 60** means Regulatory Guide 60 issued by ASIC in September 2011.

**Recall Board** means the Recall board of directors.



Table of Contents

**Recall Competing Transaction** means a proposed or possible transaction or arrangement which, if the transaction or arrangement is entered into or completed would result in a Third Party:

- (a) acquiring (whether directly or indirectly) or becoming the holder of, or otherwise acquiring, have a right to acquire or have an economic or beneficial interest in, or control of, all or a substantial part of the business and assets of the Recall Group, taken as a whole;
- (b) acquiring (whether directly or indirectly), under that transaction or arrangement, the power to exercise, or control the exercise of, the right to vote attached to 30% or more of the Recall Shares;
- (c) acquiring control (as determined in accordance with section 50AA of the Corporations Act) of Recall; or
- (d) otherwise acquiring or merging with Recall,

whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction or buy back, sale or purchase of shares or assets, joint venture, dual-listed company structure (or other synthetic merger), or other transaction or arrangement.

**Recall Disclosure Letter** means a letter identified as such provided by Recall to Iron Mountain and countersigned by Iron Mountain prior to entry into this Deed.

**Recall Group** means Recall and each of its subsidiaries and a reference to a 'Recall Group Member' or a 'member of the Recall Group' is to Recall or any of its subsidiaries.

**Recall Indemnified Parties** means Recall and any other member of the Recall Group, and all of their respective directors, officers and employees.

**Recall Information** means information regarding the Recall Group provided by Recall for inclusion in the Scheme Booklet (which for the avoidance of doubt does not include the Iron Mountain Information or the Independent Expert's Report or an investigating accountants report).

**Recall Material Adverse Change** means one or more changes, events, occurrences, facts or matters which, whether individually or when aggregated with all such changes, events, occurrences or matters of a like kind, has had or would reasonably be expected to have a material adverse effect on the assets and liabilities (taken as a whole), condition (financial or otherwise), business or results of operations of the Recall Group taken as a whole, other than those changes, events, occurrences or matters:

- (a) which are required or permitted by, or arise out of the announcement or pendency of, this Deed, the Scheme or the transactions contemplated by them;
- (b) which took place with the written consent of Iron Mountain;
- (c) which Recall Fairly Disclosed in an announcement made to the ASX prior to entry into this Deed or in the Recall Disclosure Letter, or which Iron Mountain had actual knowledge of prior to the date of this Deed;
- (d) which relate to costs and expenses incurred by Recall associated with the Scheme process including all fees payable to external advisors of Recall, to the extent such amounts are Fairly Disclosed in writing to Iron Mountain;
- (e) that are or that arise from:
  - (i)



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

general changes in economic, political or business conditions (including interest rates and exchange rates), or in securities, credit or financial markets;

(ii)

from changes in law, regulation or policy of any Government Agency (including any change in the judicial or administrative interpretation of any law, regulation or policy);

A-9

---

Table of Contents

- (iii) the commencement, occurrence, continuation or escalation of any war, armed hostilities or acts of terrorism; or
- (iv) the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters or any national, international or regional calamity, but excluding any change, event, occurrence or matter which has a disproportionate adverse effect on the Recall Group, taken as a whole, as compared to other participants in the principal industries in which the Recall Group operates;
- (f) that are or that arise from changes or prospective changes to any generally accepted accounting principles in Australia or US GAAP or the interpretation of any of the foregoing principles by any professional body or Government Agency;
- (g) that are or that arise from a change in the market price or trading volume of Recall Shares (although this exception will not prevent the underlying cause of any such change, if not falling within any other exception in this definition, from being taken into account in determining whether there has been a Recall Material Adverse Change); or
- (h) that are or that arise from a failure by Recall to meet any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period ending on or after the date of this Deed (although this exception will not prevent the underlying cause of such failure, if not falling within any other exception, from being taken into account in determining whether there has been a Recall Material Adverse Change).

**Recall Performance Right** means a performance right in respect of a Recall Share granted under the Recall Performance Share Plan prior to the date of this Deed.

**Recall Performance Share Plan** means the Recall Holdings Limited Performance Share Plan dated 24 September 2013, as amended 24 October 2013.

**Recall Prescribed Occurrence** means other than:

- (a) as required or permitted by this Deed, Scheme or the Deed Poll;
- (b) matters which have been Fairly Disclosed in any announcement by Recall to the ASX prior to the entry into this Deed or in the Recall Disclosure Letter; or
- (c) as agreed to in writing by Iron Mountain,

the occurrence of any of the following between the date of this Deed and 8am on the Second Court Date:

- (a) Recall converting all or any of its shares into a larger or smaller number of shares;
- (b) any member of the Recall Group (other than a direct or indirect wholly owned subsidiary of Recall) resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- (c) any member of the Recall Group (other than a direct or indirect wholly owned subsidiary of Recall):
  - (i)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

entering into a buy-back agreement; or

(ii)

resolving to approve the terms of a buy-back agreement under the Corporations Act;

(d)

any member of the Recall Group declaring, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital, in each case to its shareholders (other than any such dividend, payment or other distribution paid by a

A-10

---

Table of Contents

direct or indirect wholly owned subsidiary of Recall to Recall or to any direct or indirect wholly owned subsidiary of Recall), except for any ordinary dividend declared or paid in respect of any reporting period, which is consistent with Recall's existing dividend policy and practice and normalized for currency exchange rate fluctuations (which for the avoidance of doubt, shall include any increase in dividend consistent with earnings growth);

- (e) any member of the Recall Group issuing or agreeing to issue any shares or other securities (including any securities convertible into shares or other securities), other than:
  - (i) Recall issuing Recall Shares in accordance with the terms of any Recall Performance Rights or Recall Retention Rights set out in Schedule 5 or any dividend in accordance with paragraph (d) of this definition or granted pursuant to clause (ii) below;
  - (ii) Recall issuing any further performance rights or retention rights pursuant to the Recall Performance Share Plan as part of annual award of performance rights and retention rights to employees following release of Recall's financial results for the financial year ending 30 June 2015 or otherwise in the ordinary course of business, in each case, subject to the limitations set forth in the Recall Disclosure Letter; or
  - (iii) any issue by a Recall Group Member to Recall or another direct or indirect wholly owned subsidiary of Recall.
- (f) Recall making any change to its Constitution without the consent of Iron Mountain;
- (g) any member of the Recall Group disposing, or agreeing to dispose, of the whole, or a substantial part, of the Recall Group's business or property;
- (h) any member of the Recall Group creating, or agreeing to create, any encumbrance over the whole or a substantial part of the Recall Group's business or property;
- (i) any member of the Recall Group acquiring, or agreeing to acquire, any business, entity or undertaking, where that acquisition, if completed, will or is reasonably likely to have a material adverse effect on the prospects of obtaining any regulatory approval to be sought in relation to the Transaction; or
- (j) an Insolvency Event occurring in relation to a Recall Group Member.

**Recall Registry** means Link Market Services Limited (ACN 083 214 537).

**Recall Reimbursement Fee** means A\$25,500,000.

**Recall Reporting Documents** has the meaning given in paragraph (l) of Schedule 2.

**Recall Representations and Warranties** means the representations and warranties of Recall set out in Schedule 2.

**Recall Retention Right** means a retention right in respect of a Recall Share granted under the Recall Performance Share Plan prior to the date of this Deed.

**Recall Share** means a fully paid ordinary share of Recall.

**Recall Shareholder** means each person who is recorded in the Recall Share Register as the holder of one or more Recall Shares.

**Recall Share Register** means the register of members of Recall maintained in accordance with the Corporations Act.

***Recall Superior Proposal*** means a bona fide Recall Competing Transaction of the kind referred to in either paragraph (a), (c) or (d) of the definition of Recall Competing Transaction (and not resulting from a breach by Recall of its obligations under this Deed including, without limitation, clause 12)

Table of Contents

which the Recall Board, acting in good faith, and after taking written advice from its legal and Financial Advisors, determines is:

- (a) reasonably capable of being valued and reasonably likely to be completed on a timely basis, taking into account all aspects of the Recall Competing Transaction and the person making it (including such person's identity, reputation and financial condition), including without limitation having regard to legal, regulatory and financial matters and any conditions precedents; and
- (b) more favourable to Recall Shareholders than the Scheme, taking into account all terms and conditions of the Recall Competing Transaction.

**Recipient** has the meaning given in clause 16(b).

**Record Date** means 5pm on the fifth Business Day after the Effective Date, or such later date as may be agreed to in writing by Iron Mountain and Recall.

**Records Management Business** means the physical storage, indexing, retention, retrieval and delivery of paper documents and physical information (excluding digital information), the destruction and/or shredding of such documents or physical information upon a customer's instruction to destroy, and related services and activities. For the avoidance of doubt, data protection, data management and digital services and related activities, as well as document and information destruction and/or shredding services and activities not arising from physical storage and retention, are hereby excluded from the definition of Records Management Business.

**Regulator's Draft** means the draft of the Scheme Booklet in a form which is provided to ASIC for approval pursuant to section 411(2) of the Corporations Act.

**Regulatory Approval** means an approval set out in clause 3.1(a).

**Related Bodies Corporate** has the meaning set out in the Corporations Act.

**Relevant Change of US Tax Law** means (i) any change of the FIRPTA Rules, (ii) any issuance of any revenue ruling by the IRS interpreting the FIRPTA Rules, (iii) any publication of a court decision interpreting the FIRPTA Rules, (iv) any issuance of any notice of proposed rulemaking by the IRS and the United States Treasury Department in respect of the FIRPTA Rules, and (v) any issuance of any private letter ruling of the IRS interpreting the FIRPTA Rules.

**Release Document** has the meaning given in clause 13.5(f).

**REIT Requirements** has the meaning given in clause 13.5(f).

**Representative** means, in respect of a party, each of its subsidiaries and each director, officer, employee, contractor, advisor or agent of that party or any of its subsidiaries.

**Retention Plan** has the meaning given in Schedule 6, paragraph(e).

**Sale Agent** means a person appointed by Iron Mountain (after consultation with Recall and with Recall's approval, not to be unreasonably withheld) to sell the New Iron Mountain Shares that are attributable to Ineligible Foreign Shareholders.

**Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act between Recall and the Scheme Shareholders, the form of which is attached as Annexure 2, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Iron Mountain, Iron Mountain Sub and Recall.

**Scheme Booklet** means the information described in clause 5.1(f) to be approved by the Court and despatched to the Recall Shareholders and which must include the Scheme, an explanatory statement

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

complying with the requirements of the Corporations Act, the Corporations Regulations and RG60, an independent expert's report, notices of meeting and proxy form and the Cash Election Form.

***Scheme Consideration*** means the consideration to be provided by Iron Mountain to each Scheme Shareholder for the transfer to Iron Mountain Sub of each Scheme Share, as determined in accordance with clause 4.2.

***Scheme Meeting*** means the meeting of Recall Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act.

***Scheme Share*** means a Recall Share held by a Scheme Shareholder as at the Record Date.

***Scheme Shareholders*** means holders of fully paid ordinary shares in Recall recorded in the Recall Share Register as at the Record Date.

***Second Court Date*** means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard.

***Securities Act*** means the United States Securities Act of 1933.

***subsidiary*** has the meaning set out in the Corporations Act.

***Supplementary Canadian Tax Opinion*** has the meaning given in the Demerger Deed relating to the effect of the Transaction.

***Supplier*** has the meaning given in clause 16(b).

***Tax*** or ***Taxes*** means all United States federal, state and local as well as all non-United States federal, state and local taxes, charges, levies or other like assessments imposed by any governmental authority, including any income, gross receipts, license, severance, occupation, premium, environmental (including taxes under Code Section 59A), customs, duties, profits, disability, alternative or add-on minimum, estimated, withholding, payroll, employment, unemployment insurance, social security (or similar), excise, sales, use, value-added, occupancy, franchise, real property, personal property, business and occupation, mercantile, escheat, unclaimed property, windfall profits, capital stock, stamp, transfer, workmen's compensation or other taxes, charges, levies or other like assessments of any kind whatsoever, together with any interest, penalties, additions to tax or additional amounts imposed by any Government Agency, whether disputed or not.

***Tax Act*** means the *Income Tax Assessment Act 1997* (Cth).

***Taxing Authority*** means any Government Agency responsible for the administration of any Taxes.

***Tax Matters Agreement*** means the Tax Matters Agreement by and between Brambles USA, Inc., a Delaware corporation, and Recall Corporation, a Delaware corporation, dated as of November 25, 2013.

***Tax Return*** means any returns, declarations, statements, claim for refund, election, estimate, reports, forms and information returns and any schedules or amendments thereto relating to Taxes.

***Third Party*** means a person other than Iron Mountain and its Associates.

***Third Party Recipient*** has the meaning given in clause 12.4(a).

***Timetable*** means the indicative timetable for the implementation of the Transaction set out in Annexure 1.

***Transaction*** means the acquisition of Recall by Iron Mountain Sub through implementation of the Scheme in accordance with the terms of this Deed.

***Treasury Regulations*** has the meaning given in the Recital C.

Table of Contents

*US GAAP* means generally accepted accounting principles in the United States of America.

*VWAP* means the volume weighted average trading price of the Iron Mountain Shares, calculated by dividing the total value by the total volume of securities traded for the relevant period.

1.2

**Interpretation**

In this Deed, headings are for convenience only and do not affect interpretation and, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a person includes an individual, the estate of an individual, a corporation, a limited liability company, an authority, an association or a joint venture, a partnership, a trust and any Government Agency;
- (e) a reference to a clause, party, Attachment, exhibit or schedule is a reference to a clause of, and a party, Attachment, exhibit and schedule to this Deed, and a reference to this Deed includes any Attachment, exhibit and schedule;
- (f) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (h) the word 'includes' in any form is not a word of limitation;
- (i) a reference to '\$', 'A\$' or 'dollar' is to the lawful currency of Australia;
- (j) a reference to 'US\$' is to the lawful currency of the United States of America;
- (k) a reference to 'Australian dollar equivalent' shall mean the amount in Australian dollars based on the mid-point of the buy/sell price quoted in the Australian Financial Review (print edition) on the Record Date (or if it is not published on that day, then the mid-point of the buy/sell price quoted in the Australian Financial Review when it is next published in a print;
- (l) a reference to any time is to the time in Sydney, Australia;
- (m) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Deed; and
- (n)



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

a reference to the Listing Rules includes any variation, consolidation or replacement of those rules and is to be taken to be subject to any waiver or exemption granted by the ASX to the compliance of those rules.

### 1.3

#### **Business Day**

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

A-14

---

Table of Contents

**1.4**

**Contra proferentem excluded**

No term or condition of this Deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Deed or a provision of it.

**1.5**

**Awareness**

- (a) Where a representation or warranty is given 'so far as Recall is aware' or with a similar qualification as to Recall's awareness or knowledge, Recall's awareness or knowledge is limited to and deemed only to include those facts, matters or circumstances of which Doug Pertz, Mark Wratten, Barry Medintz or Ron Domanico is aware, after reasonable due enquiry, as at the date of this Deed.
- (b) Where a representation or warranty is given 'so far as Iron Mountain is aware' or with a similar qualification as to Iron Mountain's awareness or knowledge, Iron Mountain's awareness or knowledge is limited to and deemed only to include those facts, matters or circumstances of which William Meaney, Rod Day, Ernie Cloutier or Jeff Lawrence is aware, after reasonable due enquiry, as at the date of this Deed.

**1.6**

**Fairly Disclosed**

A reference to a fact, matter, circumstance or thing being Fairly Disclosed to a party means disclosed in writing to any of that party or any of its Representatives in good faith and in sufficient detail so as to reasonably apprise a party (or one of its Representatives) as to the nature and scope of the relevant matter, event, circumstance or thing.

**1.7**

**Obligation to use reasonable endeavours binding on Group**

- (a) An obligation imposed by this Deed on Recall to use reasonable endeavours to ensure that an act or thing occurs or does not occur is to be read as including an obligation on Recall to cause its subsidiaries to use reasonable endeavours to ensure that such act or thing occurs or does not occur, as the case may be.
- (b) An obligation imposed by this Deed on Iron Mountain to use reasonable endeavours to ensure that something occurs or does not occur is to be read as including an obligation on Iron Mountain to cause its subsidiaries to use reasonable endeavours to ensure that such act or thing occurs or does not occur, as the case may be.

**2 Agreement to proceed with the Transaction**

- (a) Recall agrees to propose the Scheme on and subject to the terms of this Deed.
- (b) Iron Mountain agrees with Recall to assist Recall to propose the Scheme, and to procure Iron Mountain Sub to assist Recall propose the Scheme, on and subject to the terms of this Deed.

**3 Conditions precedent and pre-implementation steps**

**3.1**

**Conditions precedent**

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Subject to this clause 3, the Scheme will not become Effective, and the obligations of Iron Mountain under clause 4.2 are not binding, until each of the following conditions precedent is satisfied or waived (to the extent and in the manner set out in clause 3.5):

(a)

**Regulatory Approvals:** before 5pm on the Business Day before the Second Court Date.

A-15

---

Table of Contents

- (i) **FIRB:**
  - (A) the Treasurer of Australia or his delegate provides written advice or confirmation to Iron Mountain that there is no objection under the FATA or the foreign investment policy of the Australian Government to the acquisition by Iron Mountain Sub of the Recall Shares under the Scheme, and that advice is not subject to conditions, or is subject only to conditions that are acceptable to Iron Mountain acting reasonably; or
  - (B) the Treasurer of Australia becomes precluded by passage of time from making any order under Part II of the FATA in respect of the acquisition by Iron Mountain Sub of the Recall Shares under the Scheme;
- (ii) **NZ OIO:** Iron Mountain has received in writing any consent required under the Overseas Investment Act 2005 (New Zealand) and the Overseas Investment Regulations 2005 (New Zealand) for the acquisition by Iron Mountain Sub of the Recall Shares under the Scheme, whether or not such approval is subject to conditions;
- (iii) **ASX:** ASX provides approval for the admission of Iron Mountain to the official list of the ASX and the approval for official quotation of New Iron Mountain CDIs, whether or not such approval is subject to conditions;
- (iv) **NYSE:** approval from the NYSE to the listing of the New Iron Mountain Shares to be issued pursuant to the Scheme;
- (v) **HSR/Antitrust:** Competition Approval having been obtained in the United States under the HSR Act and consistent with clause 5.4(f) (the *HSR/Antitrust Approval*); and
- (vi) **Other Competition Approvals:** all Competition Approvals (other than the HSR/Antitrust Approval) have been obtained (or, in the case of a waiting period or filing, have terminated or expired or have been made, as the case may be)  
  
(together *Regulatory Approvals*).
- (b) **Recall Shareholder approval:** Recall Shareholders approve the Scheme at the Scheme Meeting by the requisite majorities under the Corporations Act.
- (c) **Iron Mountain Shareholder approval:** Iron Mountain shareholders approve the issue of new Iron Mountain Shares in connection with the Scheme by the requisite majority under the NYSE Listing Rules.
- (d) **Court approval:** The Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.
- (e) **Restraints:** no applicable law shall have been enacted and no final and non-appealable Order shall be in effect that prevents, makes illegal or prohibits the consummation of the Transaction.
- (f) **No Recall Prescribed Occurrence:** no Recall Prescribed Occurrence occurs between the date of this Deed and 8am on the Second Court Date.
- (g)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

**No Recall Material Adverse Change:** no Recall Material Adverse Change occurs between the date of this Deed and 8am on the Second Court Date.

(h)

**Recall Representations and Warranties:**

(i)

the Recall Representations and Warranties contained in paragraphs (a) (Validly Existing), (b) (Authority), (c) (Power), and (d) (Deed Binding) of Schedule 2 shall be true and correct in all material respects as at the date of this Deed and as at 8am on the Second

A-16

---

Table of Contents

Court Date (or if a representation or warranty is expressed to be operative as at any other date, as at that date);

(ii) the Recall Representations and Warranties contained in paragraph (f) (Capital Structure) of Schedule 2 shall be true and correct in all respects as at the date of this Deed and as at 8am on the Second Court Date (or if a representation or warranty is expressed to be operative as at any other date, as at that date), except for any failure to be so true and correct that is immaterial; and

(iii) all other Recall Representations and Warranties shall be true and correct (without giving effect to any limitation as to "materiality" or "Recall Material Adverse Change" set forth therein) as at the date of this Deed and as at 8am on the Second Court Date (or if a representation or warranty is expressed to be operative as at any other date, as at that date), except where the failure of such representations and warranties to be true and correct has not had and would not be reasonably be expected to have a Recall Material Adverse Change.

(i) **No Iron Mountain Prescribed Occurrence:** no Iron Mountain Prescribed Occurrence occurs between the date of this Deed and 8am on the Second Court Date.

(j) **No Iron Mountain Material Adverse Change:** no Iron Mountain Material Adverse Change occurs between the date of this Deed and 8am on the Second Court Date.

(k) **Iron Mountain Representations and Warranties:**

(i) the Iron Mountain Representations and Warranties contained in paragraphs (a) (Validly Existing), (b) (Authority), (c) (Iron Mountain Sub), (d) (Power), and (e) (Deed Binding) of Schedule 1 shall be true and correct in all material respects as at the date of this Deed and as at 8am on the Second Court Date (or if a representation or warranty is expressed to be operative as at any other date, as at that date);

(ii) the Iron Mountain Representations and Warranties contained in paragraph (h) (Capital Structure) of Schedule 1 shall be true and correct in all respects as at the date of this Deed and as at 8am on the Second Court Date (or if a representation or warranty is expressed to be operative as at any other date, as at that date), except for any failure to be so true and correct that it is immaterial; and

(iii) all other Iron Mountain Representations and Warranties shall be true and correct (without giving effect to any limitation as to "materiality" or "Iron Mountain Material Adverse Change" set forth therein) as at the date of this Deed and as at 8am on the Second Court Date (or if a representation or warranty is expressed to be operative as at any other date, as at that date), except where the failure of such representations and warranties to be true and correct has not had and would not be reasonably be expected to have an Iron Mountain Material Adverse Change.

(l) **Tax Matters:** a Distribution Tax Opinion and a Supplementary Canadian Tax Opinion have been delivered in accordance and in compliance with the Tax Matters Agreement and the Demerger Deed, respectively, which opinions have not been modified or withdrawn.

(m) **Australian Tax Ruling:** before 8am on the Second Court Date, Recall has received confirmation from the Australian Taxation Office that it is prepared to issue a Class Ruling, in form and substance satisfactory to Recall and Iron Mountain (in each case acting reasonably), confirming that shareholders in Recall will be eligible to choose roll-over relief under Subdivision 124-M of the Tax Act to the extent to which they receive New Iron Mountain CDIs or New Iron Mountain Shares in exchange for their Recall Shares pursuant to the Scheme.

Table of Contents

**3.2**

**Reasonable endeavours**

- (a) Recall must use its reasonable endeavours to ensure that the condition precedent in clauses 3.1(f), 3.1(g), 3.1(h) and 3.1(l) are satisfied.
- (b) Iron Mountain must use its reasonable endeavours to ensure that the condition precedent in clauses 3.1(c), 3.1(i), 3.1(j), and 3.1(k) are satisfied.
- (c) Each party must use its reasonable endeavours to ensure that:
  - (i) the conditions precedent in clauses 3.1(a), 3.1(b), 3.1(d), 3.1(e) and 3.1(m) are satisfied; and
  - (ii) there is no occurrence within the control of Recall or Iron Mountain (as the context requires) that would prevent the conditions precedent in clause 3.1, which such party must use reasonable endeavours to satisfy, being satisfied.

**3.3**

**Regulatory Approvals**

Without limiting clause 3.2, in relation to Regulatory Approvals (excluding the Competition Approvals, which are addressed separately under clause 5.4):

- (a) Iron Mountain and Recall must promptly apply for each such Regulatory Approval and take all steps required as part of the approval process, including responding to requests for information at the earliest practicable time;
- (b) Iron Mountain and Recall each have the right to be represented and make submissions at any proposed meeting with any Government Agency relating to any such Regulatory Approval;
- (c) Iron Mountain and Recall must each promptly provide to the other party all information reasonably requested in connection with the applications for such Regulatory Approvals;
- (d) Iron Mountain and Recall must each consult with the other party in advance in relation to all communications (whether written or oral direct or via a Representative) with any Government Agency relating to any such Regulatory Approval (**Communications**), and in relation to each material step in the process of obtaining each such Regulatory Approval, and keep the other party fully informed of progress in relation to the obtaining of the Regulatory Approval; and
- (e) Without limiting clause 3.3(d), Iron Mountain and Recall must each:
  - (i) provide the other party with drafts of any material written Communications to be sent to a Government Agency, and allow the other party a reasonable opportunity to make comments on them prior to them being sent; and
  - (ii) promptly provide copies of any material written Communications received from a Government Agency.

**3.4**

**Iron Mountain Shareholder Approval**

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Without limiting clause 3.2, Iron Mountain must:

- (a) as soon as reasonably practicable after the date of this Deed:
  - (i) prepare and file the Iron Mountain Registration Statement with the SEC; and
  - (ii) apply to the NYSE for listing of the Iron Mountain Shares to be issued in accordance with this Deed and the Scheme;

A-18

---



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

- (b) subject to clause 8.4, include in the Iron Mountain Proxy Statement a statement by the Iron Mountain Board:
  - (i) unanimously recommending that Iron Mountain Shareholders vote in favour of the issuance of the New Iron Mountain Shares to the Recall Shareholders in the Scheme; and
  - (ii) that each Iron Mountain Board member will, at the Iron Mountain Shareholder Meeting, vote, or procure the voting of any Iron Mountain Shares (as applicable) held by or on behalf of the Iron Mountain Board Member at the time of the Iron Mountain Shareholder Meeting in favour of the issuance of the New Iron Mountain Shares to the Recall Shareholders in the Scheme
- (c) consult with Recall as to the content and presentation of the Iron Mountain Registration Statement, including:
  - (i) providing to Recall drafts of the Iron Mountain Registration Statement for the purpose of enabling Recall to review and comment on the draft document;
  - (ii) providing to Recall a revised draft of the Iron Mountain Registration Statement within a reasonable time before the final draft to be lodged with the SEC is finalised and to enable Recall to review that draft before the date of its submission; and
  - (iii) obtaining written approval from Recall for the form and content in which any information provided by Recall appears in the Iron Mountain Registration Statement.
- (d) promptly respond to requests for information from the SEC or the NYSE in relation to the Iron Mountain Registration Statement or the Transaction at the earliest practicable time;
- (e) use all reasonable endeavours to ensure that Recall's Representatives have the right to be represented and make submissions at any proposed meeting with the SEC or the NYSE in relation to the Iron Mountain Registration Statement or the Transaction;
- (f) keep Recall informed of any matters raised by the SEC or the NYSE in relation to the Iron Mountain Registration Statement or the Transaction, and use reasonable endeavours to take into consideration in resolving such matters any issues raised by Recall;
- (g) use reasonable endeavours to have the Iron Mountain Registration Statement declared effective by the staff of the SEC under the Securities Act as promptly as practicable after such initial filing with the SEC and to keep the Iron Mountain Registration Statement effective as long as necessary to implement and consummate the Scheme;
- (h) promptly prepare and file with the SEC any amendment or supplement to the Iron Mountain Registration Statement or the Iron Mountain Proxy Statement so that any of the information contained therein would not include any misstatement of material fact or omit to state any material fact necessary to make the statements therein not misleading;
- (i) send the Iron Mountain Proxy Statement to holders of Iron Mountain Shares as soon as practicable following effectiveness of the Iron Mountain Registration Statement under the Securities Act; and
- (j) convene and hold the Iron Mountain Shareholder Meeting to obtain the Iron Mountain Shareholder Approval as soon as reasonably practicable after the date of this Deed, and in any event hold the meeting at least 10 Business Days prior to the

scheduled date for the Scheme Meeting.

A-19

---

Table of Contents

**3.5**

**Waiver of conditions precedent**

- (a) The conditions precedent in clauses 3.1(a)(other than clause 3.1(a)(iii)), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) are for the benefit of both Iron Mountain and Recall and may only be waived in accordance with applicable law and with the agreement in writing of Iron Mountain and Recall.
- (b) The conditions precedent in clauses 3.1(f), 3.1(g), 3.1(h) and 3.1(l) are for the sole benefit of Iron Mountain and may only be waived by Iron Mountain (in its absolute discretion) in writing.
- (c) The conditions precedent in clauses 3.1(a)(iii), 3.1(i), 3.1(j), 3.1(k), and 3.1(m) are for the sole benefit of Recall and may only be waived by Recall (in its absolute discretion) in writing.
- (d) If a party waives the breach or non-fulfilment of any of the conditions precedent in clause 3.1, that waiver does not prevent it from suing the other party for any breach of this Deed that resulted in the breach or non-fulfilment of the condition precedent.
- (e) Waiver of a breach or non-fulfilment in respect of one condition precedent does not constitute:
  - (i) a waiver of breach or non-fulfilment of any other condition precedent resulting from the same event; or
  - (ii) a waiver of breach or non-fulfilment of that condition precedent resulting from any other event.

**3.6**

**Termination on failure of condition precedent**

- (a) If any event occurs which would, or in fact does, prevent any of the conditions precedent in clause 3.1 (other than the condition precedent in clause 3.1(h) or 3.1(k)) from being satisfied prior to the End Date, the parties must, prior to the termination of this Deed, consult in good faith to:
  - (i) consider and if agreed determine whether the Transaction may proceed by way of alternative means or methods;
  - (ii) consider and if agreed change the date of the application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed to in writing by Iron Mountain and Recall (being a date no later than 5 Business Days before the End Date); or
  - (iii) consider and if agreed extend the End Date.
- (b) Subject to clause 3.6(d), if the parties are unable to reach agreement under clause 3.6(a) within 10 Business Days of becoming aware of the relevant occurrence or by the End Date, then unless that condition precedent is waived by Iron Mountain or Recall as provided in clause 3.5, then either party may terminate this Deed without any liability to the other party because of that termination (except under clause 13 if applicable), unless the relevant occurrence or the failure of the condition precedent to be satisfied, or the failure of the Scheme to become Effective, arises out of a breach by the terminating party of this Deed (for the avoidance of doubt, in such circumstances, the party which is not the terminating party of this Deed may still terminate this Deed). For the avoidance of doubt, nothing in this clause 3.6(b) affects the obligation of Iron Mountain to pay the Iron Mountain Antitrust Approval Reimbursement Fee, if it is required to do so under clause 13.9.

- (c) Subject to any rights or obligations arising under or pursuant to clauses that are expressed to survive termination (including by virtue of clause 13.3(a), 13.10(a), 13.10(c) and 13.13), on termination of this Deed, no party shall have any rights against or obligations to any other party under this Deed except for those rights and obligations which accrued prior to termination.

Table of Contents

- (d) If the Recall Shareholder approval condition in clause 3.1(b) is not satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice within 3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that section, provided the party has in good faith formed the view that the prospect of the Court exercising its discretion in that way is reasonable.

**3.7**

**Certain notices**

- (a) If Recall or Iron Mountain becomes aware that any condition precedent has been satisfied, it must promptly notify the other in writing of that fact.
- (b) If Recall or Iron Mountain becomes aware of a breach or non-fulfilment of a condition precedent, or that an event has occurred that will or would be reasonably likely to prevent a condition precedent from being satisfied prior to the End Date, it must immediately notify the other in writing of that fact.
- (c) If a condition precedent is not satisfied by the time and date specified, the parties agree that (unless there is not a reasonable prospect that the condition precedent will be satisfied before the End Date) Recall must make an application to defer the Second Court Date until such time (not later than the Business Day before the End Date) as reasonably required to enable the relevant condition precedent to be satisfied.
- (d) Recall and Iron Mountain (as the case may be) must promptly advise each other orally and in writing of any change or event causing, or which, so far as can reasonably be foreseen, would cause:
- (i) a representation or warranty provided in this Deed by the relevant party to be false;
  - (ii) a breach or non-fulfilment of any of the conditions precedent; or
  - (iii) a material breach of this Deed by the relevant party.
- (e) Notwithstanding the above, in the case of clauses (a), (b) and (d) or this section 3.7, no such notification shall affect or be deemed to modify any representation or warranty of Recall or Iron Mountain set forth in this Deed or the conditions to the obligations of Recall or Iron Mountain to consummate the transactions contemplated by this Deed or the remedies available to the parties hereunder.

**4 Transaction steps**

**4.1**

**Scheme**

Recall must propose a scheme of arrangement under which all of the Scheme Shares will be transferred to Iron Mountain Sub and the Scheme Shareholders will be entitled to receive the Scheme Consideration.

**4.2**

**Scheme Consideration**

- (a) Subject to the terms and conditions of this Deed and the Scheme, Iron Mountain undertakes and warrants to Recall that in consideration of the transfer to Iron Mountain Sub of each Recall Share held by a Scheme Shareholder under the terms of the Scheme, on the Implementation Date Iron Mountain will:

- (i) procure that Iron Mountain Sub will accept that transfer; and

A-21

---

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

(ii) provide to each Scheme Shareholder the Scheme Consideration set out in clause 4.2(b) for the Scheme Shares held by that Scheme Shareholder on the Record Date, in accordance with the terms of this Deed and the Scheme.

(b) Subject to the terms and conditions of this Deed and the Scheme (including clause 4.6 relating to Ineligible Foreign Shareholders), the Scheme Consideration to be provided to each Scheme Shareholder will be:

(i) where that Scheme Shareholder has not made a valid Cash Election the issue by Iron Mountain to that Scheme Shareholder of:

(A) (i) where the address of that Scheme Shareholder in the Recall Share Register is within Australia (subject to clause 4.2(c)) 0.1722 of a New Iron Mountain CDI for each of their Scheme Shares or (ii) where the address of that Scheme Shareholder in the Recall Share Register is outside Australia (subject to clause 4.2(d)) 0.1722 of a New Iron Mountain Share for each of their Scheme Shares; and

(B) the Australian dollar equivalent of US\$0.50 in cash for each of their Scheme Shares; or

(ii) where that Scheme Shareholder has made a valid Cash Election:

(A) the Australian dollar equivalent of US\$0.50 in cash for each of their Scheme Shares; and

(B) subject to the scale back provisions in clause 4.4, \$8.50 (less the Australian dollar equivalent of US\$0.50) in cash for each of their Scheme Shares.

(c) If the address of a Scheme Shareholder in the Recall Share Register is within Australia and either:

(i) the condition precedent in clause 3.1(a)(iii) is waived by Recall in accordance with this Deed; or

(ii) Recall in its discretion, following a written request from that Scheme Shareholder prior to the Record Date, determines to do so,

any Scheme Consideration which would otherwise be provided to that Scheme Shareholder in the form of New Iron Mountain CDIs is to be provided to that Scheme Shareholder in the form of New Iron Mountain Shares (or partly in the form of New Iron Mountain Shares and partly in the form of New Iron Mountain CDIs).

(d) If the address of a Scheme Shareholder in the Recall Share Register is outside Australia and Recall in its discretion, following a written request from that Scheme Shareholder prior to the Record Date, determines to do so, any Scheme Consideration which would otherwise be provided to that Scheme Shareholder in the form of New Iron Mountain Shares is to be provided in the form of New Iron Mountain CDIs (or partly in the form of New Iron Mountain CDIs and partly in the form of New Iron Mountain Shares).

(e) Where after the date of this Deed, Iron Mountain issues any Iron Mountain Shares under the exception in paragraph (e)(i) or (e)(iv) of the definition of "Iron Mountain Prescribed Occurrence", but does so at a price per share which is less than the VWAP of an Iron Mountain Share over the 10 consecutive trading days on the NYSE ending on the trading day on the NYSE before the date of issue (the *Current Market Price per Share*), the exchange ratio referred to in clause 4.2(b) and in the Scheme of 0.1722 of a New Iron Mountain Shares or New Iron Mountain CDIs for each Scheme Share will be adjusted by multiplying 0.1722 (or the exchange ratio which applies by virtue of an earlier application of this clause) by the following fraction:

A ÷ (B+C)

A-22

---



Table of Contents

Where:

- A is the number of Iron Mountain Shares on issue immediately after the issue of such additional Iron Mountain Shares;
- B is the number of Iron Mountain Shares on issue immediately before the issue of such additional Iron Mountain Shares; and
- C is the number of Iron Mountain Shares which the aggregate consideration (if any) received for the issue of such additional Iron Mountain Shares would purchase at the Current Market Price per Share.

**4.3**

**Cash Election Mechanism**

- (a) A Scheme Shareholder (other than a Scheme Shareholder to whom the payment of cash consideration under the Scheme is prevented or prohibited by any applicable law, including any order, direction or notice made or given by a court of competent jurisdiction or by another Government Agency) may make a valid cash election for the purposes of clause 4.2(b)(ii) by:
  - (i) completing a cash election form in the form accompanying the Scheme Booklet (a *Cash Election Form*) in accordance with the instructions specified on the form or set out in the Scheme Booklet; and
  - (ii) returning the completed Cash Election Form so that it is received in accordance with the instructions by no later than 5:00 p.m. (Sydney time) on the Business Day following the Effective Date, subject to the Scheme Shareholder not having given notice in accordance with the instructions prior to the Record Date that it is withdrawing that election,
- (a *Cash Election*).
- (b) Subject to clauses 4.3(d) and 4.4, any Cash Election which is made by a Scheme Shareholder will be deemed to apply to all of their Scheme Shares.
- (c) For the avoidance of doubt, a Scheme Shareholder may make a valid Cash Election by complying with the procedure in clause 4.3(a) even though it has validly withdrawn one or more prior such elections.
- (d) If a Scheme Shareholder holds one or more parcels of Scheme Shares as trustee or nominee for, or otherwise on account of, another person, Recall may (at its sole discretion and subject to such conditions as it thinks fit) allow that Scheme Shareholder to make separate Cash Elections in relation to each of those parcels of Scheme Shares (and, for the purpose of calculating the Scheme Consideration to which that Scheme Shareholder is entitled in those circumstances, each such parcel of Scheme Shares will be treated as though it were held by a separate Scheme Shareholder).
- (e) Subject to clause 4.3(f), an election which is not made or deemed to have been made in accordance with this clause 4.3 will not be a valid election for the purpose of the Scheme and will not be recognised by Recall, Iron Mountain Sub or Iron Mountain for any purpose.
- (f) Recall may, with the agreement of Iron Mountain, settle as it thinks fit any difficulty, matter of interpretation or dispute which may arise in connection with determining the validity of any election, and any such decision will be conclusive and binding on Recall, Iron Mountain, Iron Mountain Sub and the relevant Scheme Shareholder.

**4.4**

**Scale back**

- (a) This clause 4.4 applies if the valid Cash Elections made by Scheme Shareholders are such that the aggregate amount of cash consideration that would be required to be paid by Iron Mountain under

A-23

---

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

clause 4.2(b)(ii)(B) exceeds \$225,000,000. Indicative examples applying the methodology of this clause 4.4 are set forth in Schedule 7 attached hereto.

(b)

Where this clause applies, the aggregate cash consideration to which a Scheme Shareholder who has made a valid Cash Election would otherwise be entitled under clause 4.2(b)(ii)(B) will be as follows:

(i)

if the relevant Scheme Shareholder was a Recall Shareholder as at the date which is 3 trading days on the ASX after the date of this Deed, that Scheme Shareholder will receive:

(A)

\$8.50 cash (less the Australian dollar equivalent of US\$0.50) per Scheme Share for their first 5,000 Scheme Shares (or, where that Scheme Shareholder holds less than 5,000 Scheme Shares, \$8.50 cash (less the Australian dollar equivalent of US\$0.50) per Scheme Share for the number of Scheme Shares held by that Scheme Shareholder), provided that, if by using 5,000 as the relevant number in this clause 4.4(b)(i)(A), the total aggregate cash consideration which is payable to all relevant Scheme Shareholders under this clause 4.4(b)(i)(A) would exceed \$225,000,000, the 5,000 number will be reduced to the extent required for such total to equal \$225,000,000; plus

(B)

an amount determined in accordance with the following formula:

$$(A \div B) \times (C \div D)$$

Where:

A

is \$225,000,000;

B

is the aggregate of the amounts which would be payable to all relevant Scheme Shareholders under clause 4.4(b)(i)(A);

C

is the number of Scheme Shares held by the relevant Scheme Shareholder (other than those for which the relevant Scheme Shareholder is entitled to payment under clause 4.4(b)(i)(A)); and

D

is the aggregate number of Scheme Shares held by all relevant Scheme Shareholders (other than those for which any Scheme Shareholder is entitled to payment under clause 4.4(b)(i)(A)).

(ii)

if the relevant Scheme Shareholder was not a Recall Shareholder as at the date which is 3 trading days on the ASX after the date of this Deed, that Scheme Shareholder will receive:

$$(A \div B) \times (C \div D)$$

Where:

A

is \$225,000,000;

B

is the aggregate of the amounts which would be payable to all relevant Scheme Shareholders under clause 4.4(b)(i)(A);

C

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

is the number of Scheme Shares held by the relevant Scheme Shareholder (other than those for which the relevant Scheme Shareholder is entitled to payment under clause 4.4(b)(i)(A)); and

D

is the aggregate number of Scheme Shares held by all relevant Scheme Shareholders (other than those for which any Scheme Shareholder is entitled to payment under clause 4.4(b)(i)(A)).

(c)

To the extent that the application of clause 4.4(b) results in an aggregate entitlement of a Scheme Shareholder to cash consideration under clause 4.2(b)(ii)(B) that is less than the aggregate amount

A-24

---

Table of Contents

equal to \$8.50 (less the Australian dollar equivalent of US\$0.50) multiplied by the number of Scheme Shares that the Scheme Shareholder holds, the Scheme Shareholder will be entitled to receive under clause 4.2(b)(ii)(B), an aggregate number of New Iron Mountain CDIs or New Iron Mountain Shares determined in accordance with the following formula:

$$((X - Y) \div X) \times Z$$

Where:

X

is the amount obtained by multiplying the number of Scheme Shares held by that Scheme Shareholder, by \$8.50 (less the Australian dollar equivalent of US\$0.50);

Y

is the aggregate cash consideration which the relevant Scheme Shareholder is entitled to receive under clause 4.4(b); and

Z

is the aggregate amount of New Iron Mountain CDIs or New Iron Mountain Shares that Scheme Shareholder would have been entitled to receive under clause 4.2(b)(i) if it had not made a valid Cash Election.

(d)

If Recall or Iron Mountain are of the opinion that several Scheme Shareholders have, before the Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage in terms of the aggregate cash consideration to be received in accordance with clause 4.4(b), then Recall and Iron Mountain must consult in good faith to determine whether such matters have arisen and if agreement is reached between Recall and Iron Mountain following such consultation Recall must give notice to those Scheme Shareholders:

(i)

setting out the names and registered addresses of all of them;

(ii)

stating that opinion; and

(iii)

attributing to one of them specifically identified in the notice the Recall Shares held by all of them,

and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice shall, for the purposes of the Scheme, be taken to hold all those Recall Shares and each of the other Scheme Shareholders whose names are set out in the notice shall, for the purposes of the Scheme, be taken to hold no Recall Shares.

(e)

If on the application to the Court by Recall under section 411(1)(b) of the Corporations Act for orders convening the Scheme Meeting, the Court determines that the scale back mechanism in this clause 4.4 would result in the creation of a separate class of members for the purposes of voting on the Scheme, because it would result in Scheme Shareholders who are on the Recall Share Register three ASX trading days after the date of this Deed who make a valid Cash Election receiving all cash consideration for up to their first 5,000 Scheme Shares, the parties agree to amend the scale back mechanism in clause 4.4(b) (and in the corresponding provision in the Scheme) so that no such separate class is created.

**4.5**

**Fractional entitlements**

(a)

Where the calculation of the aggregate number of New Iron Mountain CDIs or New Iron Mountain Shares to be issued to a particular Scheme Shareholder would result in the issue of a fraction of a New Iron Mountain CDI or New Iron Mountain Share, the number will be rounded:

(i)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

if the fractional entitlement is less than 0.5 down to the nearest whole number of New Iron Mountain CDIs or New Iron Mountain Shares (as the case may be); and

(ii)

otherwise up to the nearest whole number of New Iron Mountain CDIs or New Iron Mountain Shares (as the case may be).

A-25

---

Table of Contents

- (b) Where the calculation of the aggregate cash consideration payable to a particular Scheme Shareholder would result in the payment of a fraction of a cent, the amount will be rounded:
- (i) if the fractional entitlement is less than 0.5 down to the nearest cent; and
  - (ii) otherwise up to the nearest cent.
- (c) If Recall or Iron Mountain are of the opinion, formed reasonably, that several Scheme Shareholders, each of which holds a holding of Recall Shares which results in a rounding under this clause 4.5, have, before the Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to such rounding, then Recall and Iron Mountain must consult in good faith to determine whether such matters have arisen and if agreement is reached between Recall and Iron Mountain following such consultation Recall must give notice to those Scheme Shareholders:
- (i) setting out the names and registered addresses of all of them;
  - (ii) stating that opinion; and
  - (iii) attributing to one of them specifically identified in the notice the Recall Shares held by all of them,
- and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice shall, for the purposes of the Scheme, be taken to hold all those Recall Shares and each of the other Scheme Shareholders whose names are set out in the notice shall, for the purposes of the Scheme, be taken to hold no Recall Shares.

**4.6**

**Ineligible Foreign Shareholders**

- (a) Iron Mountain has no obligation to allot or issue New Iron Mountain Shares to an Ineligible Foreign Shareholder under the Scheme and, instead:
- (i) Iron Mountain must issue the New Iron Mountain Shares attributable to, and which would otherwise be required to be provided to, the Ineligible Foreign Shareholder under the Scheme to the Sale Agent;
  - (ii) Iron Mountain must procure that, within 20 Business Days after the Implementation Date, the Sale Agent, in consultation with Iron Mountain, sells or procures the sale (including on an aggregated or partially aggregated basis), in the ordinary course of trading on the NYSE, of all the New Iron Mountain Shares issued to the Sale Agent and remits to Iron Mountain the proceeds of sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (the *Proceeds*); and
  - (iii) Iron Mountain must, within 25 Business Days after the Implementation Date, pay, or procure the payment, to each Ineligible Foreign Shareholder the amount calculated in accordance with the following formula and rounded down to the nearest cent:  
$$A=(B/C) \times D$$

where

A is the amount to be paid to the Ineligible Foreign Shareholder;

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

B is the number of New Iron Mountain Shares attributable to, and that would otherwise have been issued to, that Ineligible Foreign Shareholder had it not been a Ineligible Foreign Shareholder and which are instead issued to the Sale Agent;

A-26

---



Table of Contents

C is the total number of New Iron Mountain Shares attributable to, and which would otherwise have been issued to, all Ineligible Foreign Shareholders collectively and which are instead issued to the Sale Agent; and

D is the Proceeds (as defined in clause 4.6(a)(ii)).

- (b) None of Iron Mountain, Recall or the Sale Agent gives any assurance as to the price that will be achieved for the sale of New Iron Mountain Shares described in this clause 4.6, and the sale of the New Iron Mountain Shares under this clause 4.6 will be at the risk of the Ineligible Foreign Shareholder.
- (c) Iron Mountain must appoint the Sale Agent at least two weeks prior to the Scheme Meeting.

**4.7**

**Shares to rank equally**

Iron Mountain covenants in favour of Recall (in its own right and on behalf of the Scheme Shareholders) that:

- (a) the New Iron Mountain Shares to be issued under the Scheme (including those issued to CDN in connection with the New Iron Mountain CDIs) will rank equally in all respects with all existing Iron Mountain Shares; and
- (b) on issue each such New Iron Mountain Share will be fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.

**4.8**

**No amendment to the Scheme without consent**

Recall must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Iron Mountain.

**4.9**

**Performance Rights and Retention Rights**

Recall must take such action as is necessary after the Effective Date and prior to the Record Date to ensure that any Performance Rights and Retention Rights which have not already vested, do vest and convert prior to the Record Date (which action shall include the Recall Board (i) accelerating the exercise period under such rights such that all rights convert or are exercised prior to the Record Date and (ii) notifying such holders of such accelerating prior to the Scheme Meeting), and Recall must, prior to the Record Date, issue the number of Recall Shares required by the terms of those Performance Rights and Retention Rights on such vesting, so that the relevant former holders of the Performance Rights or Retention Rights, as the case may be, can participate in the Scheme.

**4.10**

**United States Tax Treatment**

- (a) Each of Iron Mountain, Recall and their respective subsidiaries must use reasonable endeavours to cause the Transaction to qualify as a "qualified stock purchase" within the meaning of Section 338(d) of the Code. Without limitation of the foregoing, and subject to the limitations in clause 7.1, (i) to the extent that any member of the Recall Group intends to incur indebtedness as permitted under this Deed between the date hereof and the Implementation Date, Recall shall reasonably cooperate and consult with Iron Mountain with respect to the location of such debt incurrence, and (ii) Recall shall consult in good faith with Iron Mountain with respect to the allocation of other indebtedness of the Recall Group Members among the Recall Group Members, in each case, in a manner intended to achieve the treatment described in the immediately preceding sentence. For the avoidance of doubt, the parties hereto acknowledge and agree that Iron Mountain shall be permitted, in its sole discretion and to the extent permitted by law, to



Table of Contents

make elections under (i) Section 338 of the Code with respect to Recall and its subsidiaries and (ii) Treasury Regulations Section 301.7701-3 with respect to any subsidiary of Recall, which election may be retroactively effective to a date prior to the Implementation Date. None of Iron Mountain, Recall or any of their respective subsidiaries will take (or fail to take) any action, or allow any affiliate to take (or fail to take) any action, that could reasonably be expected to preclude any of the foregoing.

(b) Prior to the Implementation Date, Recall shall, and shall cause its subsidiaries to, effect the transactions set forth on Schedule 8 (the ***Pre-Closing Restructuring***). Recall shall have no liability under this Deed as a result of or in connection with giving effect to the Pre-Closing Restructuring, and any Recall Representation and Warranty relating to Recall's power, authority or ability to perform its obligations under this Deed does not extend its obligations in respect of the Pre-Closing Restructuring.

(c) After the date hereof and prior to the Implementation Date, Recall shall deliver, or cause to be delivered, upon the reasonable request of Iron Mountain, one or more duly executed certificates, in each case in substantially the form of Schedule 9 attached hereto in respect of the date and with respect to Recall Corporation or Recall Finance Americas Inc. as identified in Iron Mountain's request (including any notifications to the IRS related thereto) (it being acknowledged and agreed that Iron Mountain shall not object to the delivery by Recall of any such certificate that is in the form of Schedule 9 hereto), *provided, however*, that Recall shall not be required to comply with this clause 4.10(c) or deliver any such certificate if, after the date hereof, (i) a Relevant Change of US Tax Law occurs or (ii) the nature of operations, the composition and the nature of the assets, or the nature and the amount of income of Recall Corporation and its U.S. subsidiaries changes materially such that, in either case, Recall, in its reasonable discretion based upon advice of a nationally recognized United States counsel or accounting firm, will be unable to deliver, or cause to be delivered, any such certificate.

## 5 Implementation

### 5.1

#### Recall obligations

Recall must take all necessary steps to implement the Scheme as soon as is reasonably practicable, including doing each of the following:

- (a) **Timetable:** use reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step (subject to the assumptions and limitations set forth in the Timetable);
- (b) **Recall Information:** prepare the Recall Information for inclusion in the Scheme Booklet and prepare and promptly provide to Iron Mountain the Recall Information for inclusion in the Iron Mountain Registration Statement, and ensure that the Recall Information complies, in all material respects, with all applicable laws, including with the Securities Act, the Corporations Act, the Corporations Regulations, RG 60 and the Listing Rules;
- (c) **Merged entity information:** provide all assistance and information reasonably requested by Iron Mountain in connection with the preparation by Iron Mountain of information for inclusion in the Scheme Booklet and the Iron Mountain Registration Statement regarding the merged Recall-Iron Mountain entity that will exist following implementation of the Scheme, and ensure that the information in the form it is provided complies, in all material respects, with all applicable laws, including with the Securities Act, the Corporations Act, the Corporations Regulations, RG 60 and the Listing Rules;
- (d) **Further Recall information:** provide to Iron Mountain, and to the extent practicable promptly provide to Recall Shareholders, such further or new information relating to Recall as may

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

arise after the Scheme Booklet has been sent until the date of the Scheme Meeting as may be necessary to ensure that Recall Information contained in the Scheme Booklet is not, having regard to applicable disclosure requirements, false, misleading or deceptive in any material respect (including because of any material omission);

(e)

**Independent Expert:** promptly appoint the Independent Expert, and any investigating accountant to be appointed in connection with the preparation of the Scheme Booklet or the Independent Expert's report, and provide all assistance and information reasonably requested by them in connection with the preparation of the Independent Expert's report, and any investigating accountant's report, for inclusion in the Scheme Booklet (including any updates to such report) and any other materials to be prepared by them for inclusion in the Scheme Booklet (including any updates thereto);

(f)

**Consultation with Iron Mountain in relation to Scheme Booklet:** consult with Iron Mountain as to the content and presentation of the Scheme Booklet including:

(i)

providing to Iron Mountain drafts of the Scheme Booklet and the Independent Expert's Report for the purpose of enabling Iron Mountain to review and comment on those draft documents (in relation to the Independent Expert's Report, Iron Mountain's review is to be limited to a factual accuracy review);

(ii)

providing to Iron Mountain a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised and to enable Iron Mountain to review the Regulator's Draft before the date of its submission; and

(iii)

obtaining written approval from Iron Mountain for the form and content in which the Iron Mountain Information appears in the Scheme Booklet.

(g)

**Approval of draft for ASIC:** as soon as reasonably practicable after the preparation of an advanced draft of the Scheme Booklet suitable for review by ASIC, procure that a meeting of the Recall Board, or of a committee of the Recall Board appointed for the purpose, is held to consider approving that draft as being in a form appropriate for provision to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act;

(h)

**Liaison with ASIC:** as soon as reasonably practicable after the Recall Board or Recall Board committee meeting referred to in clause 5.1(g):

(i)

provide an advanced draft of the Scheme Booklet, in a form approved in accordance with clauses 5.1(g), to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act; and

(ii)

liaise with ASIC during the period of its consideration of that draft of the Scheme Booklet and keep Iron Mountain reasonably informed of any matters raised by ASIC in relation to the Scheme Booklet and use reasonable endeavours, in consultation with Iron Mountain, to resolve any such matters;

(i)

**Approval of Scheme Booklet:** as soon as reasonably practicable after the conclusion of the review by ASIC of the Scheme Booklet, procure that a meeting of the Recall Board, or of a committee of the Recall Board appointed for the purpose, is held to consider approving the Scheme Booklet for despatch to the Recall Shareholders, subject to orders of the Court under section 411(1) of the Corporations Act;

(j)

**Section 411(17)(b) statement:** apply to ASIC for the production of:

(i)

an indication of intent letter stating that it does not intend to appear before the Court on the First Court Date; and



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

### Table of Contents

- (ii) a statement under section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (k) **ASIC and ASX review:** keep Iron Mountain informed of any matters raised by ASIC or the ASX in relation to the Scheme Booklet or the Transaction, and use reasonable endeavours to take into consideration in resolving such matters any issues raised by Iron Mountain;
- (l) **First Court hearing:** apply to the Court for orders pursuant to section 411(1) of the Corporations Act directing Recall to convene the Scheme Meeting;
- (m) **Registration of explanatory statement:** request ASIC to register the explanatory statement included in the Scheme Booklet in relation to the Scheme in accordance with section 412(6) of the Corporations Act;
- (n) **Court documents:** consult with Iron Mountain in relation to the content of the documents required for the purpose of each of the Court hearings held for the purpose of sections 411(1) and 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purpose of amending drafts of those documents, comments from Iron Mountain and its Representatives on those documents;
- (o) **Send Scheme Booklet:** send the Scheme Booklet to holders of Recall Shares as soon as practicable after, and in accordance with, the orders of the Court to convene the Scheme Meeting;
- (p) **Scheme Meeting:** convene the Scheme Meeting to approve the Scheme in accordance with the orders made by the Court pursuant to section 411(1) of the Corporations Act;
- (q) **Court approval:** (subject to all conditions precedent in clause 3.1, other than the condition relating to Court approval of the Scheme, being satisfied or waived in accordance with this Deed) apply to the Court for orders approving the Scheme as agreed to by the Recall Shareholders at the Scheme Meeting;
- (r) **Certificate:** at the hearing on the Second Court Date provide to the Court a certificate confirming whether or not the conditions precedent in clause 3.1 (other than the condition precedent relating to Court approval of the Scheme) have been satisfied or waived in accordance with this Deed. A draft of such certificate must be provided by Recall to Iron Mountain by 4pm on the Business Day prior to the Second Court Date;
- (s) **Lodge copy of Court order:** lodge with ASIC an office copy of the Court order in accordance with section 411(10) of the Corporations Act approving the Scheme on the day such office copy is received (or such later date as agreed in writing by Iron Mountain);
- (t) **Scheme Consideration:** close the Recall Share Register as at the Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme and the Deed Poll;
- (u) **Registration:** subject to Iron Mountain having provided the Scheme Consideration in accordance with the Scheme and Deed Poll, register all transfers of Recall Shares held by Scheme Shareholders to Iron Mountain Sub on the Implementation Date;
- (v) **Compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance, in all material respects, with all applicable laws and regulations;
- (w)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

**Listing:** take all reasonable steps to maintain Recall's listing on the ASX, notwithstanding any suspension of the quotation of Recall Shares, up to and including the Implementation Date, including making appropriate applications to the ASX and ASIC;

A-30

---

Table of Contents

- (x) **Suspension of trading:** apply to the ASX to suspend trading in Recall Shares with effect from the close of trading on the Effective Date; and
- (y) **Recall Prescribed Occurrence:** ensure that no Recall Prescribed Occurrence occurs between the date of this Deed and 8am on the Second Court Date.

5.2

**Iron Mountain's obligations**

Iron Mountain must take all necessary steps to implement the Scheme as soon as is reasonably practicable, including doing each of the following:

- (a) **Timetable:** use reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step (subject to the assumptions and limitations set forth in the Timetable);
- (b) **Iron Mountain Registration Statement:** prepare the Iron Mountain Registration Statement in accordance with clause 3.4, and ensure that it complies, in all material respects, with all applicable laws (including any order, direction or notice made or given by a court of competent jurisdiction or by another Government Agency) and convene and hold the Iron Mountain Shareholder Meeting to obtain the Iron Mountain Shareholder Approval in accordance with clause 3.4;
- (c) **Iron Mountain Information:** prepare and promptly provide to Recall the Iron Mountain Information (which includes the prospectus included in the Iron Mountain Registration Statement) for inclusion in the Scheme Booklet, and ensure that it complies, in all material respects, with all applicable laws, and in particular by the Corporations Act, the Corporations Regulations, RG60 and the Listing Rules, and consent to the inclusion of that information in the Scheme Booklet;
- (d) **Further Iron Mountain information:** provide to Recall so that it can be promptly provided to Recall Shareholders such further or new information relating to Iron Mountain as may arise after the Scheme Booklet has been sent until the date of the Scheme Meeting as may be necessary to ensure that Iron Mountain Information contained in the Scheme Booklet is not, having regard to applicable disclosure requirements, false, misleading or deceptive in any material respect (including because of any material omission);
- (e) **Review of Scheme Booklet:** review the drafts of the Scheme Booklet prepared by Recall and provide any comments promptly on those drafts;
- (f) **Independent Expert's report:** subject to the Independent Expert entering into arrangements with Iron Mountain including in relation to confidentiality in a form reasonably acceptable to Iron Mountain, provide any assistance or information reasonably requested by Recall or by the Independent Expert in connection with the preparation of the Independent Expert's report to be sent together with the Scheme Booklet;
- (g) **Court representation:** procure that it is represented by counsel at the Court hearing convened for the purposes of section 411(4)(b) of the Corporations Act, at which, through its counsel, Iron Mountain will undertake (if requested by the Court) to do all such things and take all such steps within its power as are necessary in order to ensure the fulfilment of its obligations under this Deed and the Scheme;
- (h) **Deed Poll:** on or before the Business Day prior to the First Court Date, enter into the Deed Poll and procure that Iron Mountain Sub will enter into the Deed Poll;
- (i)



Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

**Share transfer:** if the Scheme becomes Effective, accept, or procure that Iron Mountain Sub will accept, a transfer of the Scheme Shares as contemplated by clause 4.2;

A-31

---

Table of Contents

- (j) **Compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance, in all material respects, with all applicable laws and regulations;
- (k) **Iron Mountain Scheme Consideration:** if the Scheme becomes Effective, provide the Scheme Consideration in the manner and amount contemplated by clause 4 and the terms of the Scheme and Deed Poll; and
- (l) **Iron Mountain Prescribed Occurrence:** ensure that no Iron Mountain Prescribed Occurrence occurs between the date of this Deed and 8am on the Second Court Date.

**5.3**

**Appeal process**

If the Court refuses to make any orders directing Recall to convene the Scheme Meeting or approving the Scheme, Recall and Iron Mountain must:

- (a) consult with each other in good faith as to whether to appeal the Court's decision; and
- (b) appeal the Court decision unless the parties agree otherwise or an independent senior counsel opines that, in his or her view, an appeal would have no reasonable prospect of success.

**5.4**

**Competition Approvals**

- (a) Without limiting any other provision of this Deed, each of Iron Mountain and Recall must use reasonable endeavours to ensure that all Competition Approvals are obtained as soon as practicable after the date of this Deed, and in any event prior to the End Date, and must not take or agree to take any action which would reasonably be expected to materially increase the risk of any Competition Approval not being obtained, or which would reasonably be expected to materially delay the obtaining of any Competition Approval. Nothing set forth in this clause 5.4(a) limits, modifies, waives, amends or otherwise adversely affects:
  - (i) Recall's rights under clause 8.2(b); or
  - (ii) either party's rights under clause 3.6 or 14.1(c).
- (b) Without limiting the generality of clause 5.4(a), but subject to clause 5.4(c), each of Iron Mountain and Recall must:
  - (i) make or cause to be made the filings required of such party or any of its subsidiaries under the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the *HSR Act*), with respect to the Transaction as promptly as practicable (and in any event within 10 Business Days after the date of this Deed, unless a later date is mutually agreed to by the parties),
  - (ii) make or cause to be made such other filings as are required or advisable under Antitrust Laws with respect to the Transaction in relation to the Competition Approvals as promptly as reasonably practicable after the date of this Deed;
  - (iii) comply at the earliest practicable and advisable date with any request for additional information, documents or other materials received by such party or any of its subsidiaries from the United States Federal Trade Commission (the *FTC*), the

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

United States Department of Justice (the *DOJ*) or any other Government Agency under the HSR Act or any other Antitrust Laws; and

(iv)

cooperate in good faith with the other party in obtaining all approvals required under applicable Antitrust Laws and in connection with any such filing and in connection with resolving any investigation or other inquiry of any Competition Authority under any Antitrust Laws with respect to any such filing or any such transaction, provided that Iron Mountain shall be responsible for strategic direction with respect to obtaining all Competition Approvals.

A-32

---

Table of Contents

- (c) Each party must:
- (i) consult and reasonably cooperate with the other party, allow the other party to have a reasonable opportunity to review in advance prior to their submission (if applicable) and consider in good faith the views of the other party regarding the form and content of, any filings, correspondence, written Communications, analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either party in connection with proceedings under or relating to any Antitrust Laws;
  - (ii) promptly furnish the other party with copies of all correspondence, filings and written Communications between them and their affiliates and their respective representatives, on the one hand, and any Competition Authority or its respective staff on the other hand, with respect to this Deed and the Transaction;
  - (iii) give the other party the opportunity to attend and participate in any in-person meetings or telephone calls with the DOJ, the FTC or any other Competition Authority (to the extent permitted by the DOJ, the FTC or such Competition Authority) with respect to the subject matter of this clause 5.4 (including with respect to any of the actions referred to in clause 5.4(e) and clause 5.4(f)) and, if the other party is prohibited by applicable laws or by the DOJ, the FTC or such Competition Authority from attending and participating in any such meetings or calls, keep the other party reasonably apprised with respect thereto to the extent permitted under applicable law; and
  - (iv) use its reasonable endeavours to furnish to each other all information required for any application or other filing to be made pursuant to any Antitrust Law in connection with the Transaction;
  - (v) not directly or indirectly extend any waiting period under the HSR Act or any other Antitrust Laws or enter into any agreement with a Competition Authority related to this Deed or the Transaction except with the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed).
- (d) Despite any other provisions of this clause 5.4 to the contrary:
- (i) materials provided to the other party pursuant to this clause 5.4 may be redacted:
    - (A) to remove information that is unrelated to the transactions contemplated by this Deed;
    - (B) as necessary to comply with contractual arrangements, and
    - (C) as necessary to address privilege or confidentiality concerns,however, all correspondence, filings and written Communications between a party and their affiliates and Representatives, on the one hand, and any Competition Authority or its respective staff on the other hand, with respect to this Deed and the Transaction must be furnished to the other party as they were provided to the Competition Authority although they may be designated subject to review on an "outside counsel only" basis in accordance with clause 5.4(d)(ii) and for correspondence, filings and written Communications with any Competition Authority in North America, they may be redacted to remove information that contains valuation information; and
  - (ii) each party will have the right to designate any information provided under this clause 5.4 as subject to review on an "outside counsel only" basis by outside counsel to the other party pursuant to and in accordance with the terms of the Joint Defense Agreement.

- (e) Without limiting the generality of clause 5.4(a), but subject to clause 5.4(f), each of Iron Mountain and Recall must use reasonable endeavours to take such action as may be required to cause the

Table of Contents

expiration or termination of the waiting periods under the HSR Act or other Antitrust Laws with respect to the Transaction as promptly as practicable after the execution of this Deed (and in any event prior to the End Date), including using reasonable endeavours to resolve such objections, if any, as may be asserted by any Competition Authority under any Antitrust Law. In connection therewith and subject to clause 5.4(f), if any Action is instituted (or threatened to be instituted) challenging any Transaction as violative of any Antitrust Law, Iron Mountain and Recall must vigorously contest and resist any such Action (through negotiation, litigation or otherwise), including any Order that is in effect and that prohibits, prevents, delays or restricts the consummation of the Transaction including by pursuing all available avenues of administrative and judicial appeal.

(f)

Notwithstanding anything to the contrary in this Deed, Iron Mountain agrees to take (and to cause each Iron Mountain Group Member to take) as promptly as practicable any and all steps that are necessary or advisable to avoid or eliminate each and every impediment, or that may be required by any Competition Authority, and obtain all Competition Approvals under Antitrust Laws so as to enable the consummation of the Transaction as promptly as practicable (and in any event no later than the End Date), including, as promptly as practicable, proposing, negotiating, accepting, committing to and effecting, by consent decrees, hold separate orders, trusts, or otherwise (and the entry into agreements with, and submission to orders of, the relevant Competition Authority):

(i)

the sale, divestiture, license or disposition of such businesses, service lines and assets of Recall, Iron Mountain and their respective subsidiaries, and

(ii)

operational or other restrictions or limitations on Recall, Iron Mountain and their respective subsidiaries, including with respect to its or their ability to retain one or more of the businesses, service lines or assets of Recall, Iron Mountain or any of their respective subsidiaries,

(any such sale, divestiture, license or disposition or operational or other restriction or limitation set forth in clause 5.4(f)(i) or 5.4(f)(i)(ii) being hereinafter referred to as a *Divestiture Action*), in each case as may be required in order to avoid the commencement or entry of, or to effect the dissolution of or vacate or lift, any Order that would otherwise have the effect of preventing or unreasonably delaying (having regard to the End Date) the consummation of the transactions contemplated by this Deed, provided that nothing contained in this Deed shall require Iron Mountain to agree to or effect any Divestiture Action with respect to Recall or Iron Mountain, to the extent that:

(A)

such Divestiture Action is not conditioned upon the occurrence of the implementation of the Scheme or is effective prior to the implementation of the Scheme; or

(B)

such Divestiture Action, individually or in the aggregate, would require the sale, divestiture, holding separate or other disposition of any assets of the Records Management Business of Iron Mountain, Recall or any of their respective subsidiaries in the United States and Canada that, in the aggregate, generated more than US\$30 million of revenue during the twelve month period prior to the date of this Deed (after giving pro forma effect to any acquisitions occurring during the twelve month period prior to the date hereof as if they had occurred as of the first day of such trailing twelve-month period)

(g)

None of the actions taken or proposed to be taken pursuant to clause 5.4(f) shall be deemed to result in a breach of the representations and warranties set forth in this Deed or shall be considered for purposes of determining whether a Recall Material Adverse Change or an Iron Mountain Material Adverse Change has occurred.

Table of Contents

5.5

**Timing of Implementation Date**

- (a) The parties acknowledge and agree that it is desirable for the Implementation Date to occur within the first 30 days of any given fiscal quarter of Iron Mountain, and that to achieve that timing the Second Court Date will need to be determined appropriately.
- (b) If, as at a particular date (the *Relevant Date*), all of the conditions precedent in clause 3.1 (other than clause 3.1(d)) have been satisfied or waived (or would be satisfied if the Relevant Date had been the Second Court Date), but the Relevant Date is not within the first 30 days of a fiscal quarter of Iron Mountain, then on and from the Relevant Date:
- (i) the parties will take all actions necessary to ensure that the Second Court Date is postponed so that the Implementation Date occurs in the first 30 days of the first fiscal quarter of Iron Mountain after the Relevant Date;
  - (ii) each party will be taken to have waived, with effect, any conditions precedent in clause 3.1 (other than clause 3.1(d)) (subject only to a party's rights under clause 3.6 in respect of breach or non-satisfaction of a condition precedent prior to the Relevant Date); and
  - (iii) each party will be taken to have waived, with effect, any right such party may have to terminate this Deed for material breach by the other party (other than either party's right to terminate pursuant to clause 14.1 for the other party's failure to consummate the Scheme, and subject to a party's right to terminate for a material breach by the other prior to the Relevant Date).

5.6

**Conduct of Court proceedings**

- (a) Iron Mountain is entitled to separate representation at all Court proceedings affecting the Transaction.
- (b) Nothing in this Deed gives Recall or Iron Mountain any right or power to give undertakings to the Court for or on behalf of the other party without that party's written consent.

5.7

**Responsibility statement**

The Scheme Booklet must contain a responsibility statement to the effect that:

- (a) Iron Mountain is responsible for the Iron Mountain Information (other than any information provided by Recall to Iron Mountain or obtained from Recall public filings on the ASX regarding the Recall Group contained in, or used in the preparation of, the information regarding the merged Recall Iron Mountain entity following implementation of the Scheme) contained in the Scheme Booklet; and
- (b) Recall is responsible for the Recall Information contained in the Scheme Booklet and is also responsible for the information contained in the Scheme Booklet provided by Recall to Iron Mountain or obtained from Recall public filings on the ASX regarding the Recall Group contained in, or used in the preparation of, the information regarding the merged Recall Iron Mountain entity following implementation of the Scheme.

5.8

**Access to information, premises and senior executives**

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

(a)

Between the date of this Deed and 5pm on the Business Day immediately before the Second Court Date, Recall and Iron Mountain must provide to each other and their respective Representatives reasonable access to information (subject to the Confidentiality Agreement and any existing confidentiality obligations owed to third parties, or applicable privacy laws) and their

A-35

---



Table of Contents

respective senior executives, as each of Recall and Iron Mountain reasonably requires for the sole purpose of:

- (i) implementation of the Scheme; and
- (ii) any other purpose agreed to between the parties, provided that:
- (iii) such requests by a party do not result in unreasonable disruptions to the other party's business; and
- (iv) nothing in this clause will require either party to provide information concerning Recall's or Iron Mountain's directors and management's consideration of the Scheme or any actual or potential Recall Competing Transaction or Iron Mountain Competing Transaction.

- (b) Prior to finalisation of the Scheme Booklet, each of Recall and Iron Mountain must provide to each other, their respective Representatives and any investigating accountant with reasonable access (at times mutually agreeable to the parties) to their respective auditors, accountants, books and records (including financial reports, audited or otherwise) for the sole purpose of preparation of the financial statements (including for the merged Recall-Iron Mountain entity, if any) for inclusion in the Scheme Booklet or any investigating accountant's report (and any updates).

**6 Appointment of directors/Employee matters**

**6.1**

**Appointment of directors to Iron Mountain Board**

- (a) Iron Mountain shall:
  - (i) on or before the Implementation Date, appoint two existing Recall directors of Iron Mountain's choice to the Iron Mountain Board (conditional on the Scheme becoming Effective), by Iron Mountain board resolution, effective as of the Implementation Date; and
  - (ii) nominate such designees for election at the first Iron Mountain annual meeting following the Implementation Date.
- (b) From the date of this Deed up to and including the Implementation Date, Iron Mountain shall not take any action, directly or indirectly, to increase the number of members constituting the Iron Mountain Board as it exists immediately prior to the date of this Deed, other than any increase in the size of the Iron Mountain Board up to twelve or resulting from those actions taken in furtherance of clause 6.1(a).

**6.2**

**Reconstitution of the Recall Board**

On the Implementation Date, but subject to the Scheme Consideration having been provided to Scheme Shareholders and receipt by Recall of signed consents to act, Recall must:

- (a) ensure that all directors on the Recall Board (other than the existing Recall directors to be appointed to the Iron Mountain board under clause 6.1), resign as directors of Recall and any other Recall Group Member of which they are a director; and

- (b) take all actions necessary to appoint the persons nominated by Iron Mountain as new directors of Recall.

A-36

---

Table of Contents

**6.3**

**Deeds of indemnity and insurance**

- (a) Subject to the Scheme becoming Effective and implementation of the Transaction occurring, Iron Mountain undertakes in favour of Recall and each other person who is a Recall Indemnified Party that it will:
- (i) for a period of 7 years from the Implementation Date, ensure that the constitutions of Recall and each other Recall Group Member continue to contain such rules as are contained in those constitutions at the date of this Deed that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than a Recall Group Member; and
- (ii) procure that Recall and each other Recall Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time and, without limiting the foregoing, not take any action which would prejudice or adversely affect any directors' and officers' runoff insurance cover taken out prior to the Implementation Date.
- (b) The undertakings contained in this clause 6.3 are subject to any Corporations Act restriction, or any restriction in the law of a jurisdiction in which an entity is incorporated, and will be read down accordingly.
- (c) Recall receives and holds the benefit of this clause 6.3 to the extent it relates to the other Recall Indemnified Parties, as trustee for them.

**6.4**

**Employee matters**

Subject to the Scheme becoming Effective and implementation of the Transaction occurring, Iron Mountain undertakes that it will comply with the agreements set forth in Schedule 6.

**7 Conduct of business**

**7.1**

**Conduct of Recall Group business up to the Implementation Date**

Subject to clause 7.2, from the date of this Deed up to and including the Implementation Date, Recall must:

- (a) conduct, and ensure that each member of the Recall Group conducts, its business in the ordinary and usual course generally consistent with the manner in which each such business and operations have been conducted in the 12 month period prior to the date of this Deed,
- (b) not, and must ensure that each member of the Recall Group must not (1) enter into or amend any employment, consulting, severance or similar agreement or arrangement with directors or senior executives (at the vice president level and above) of Recall or a Recall Group Member or accelerate or otherwise increase compensation or benefits for any such director or senior executive (at the vice president level and above), (2) enter into or materially amend any employment, consulting, severance or similar agreement or arrangement with any employee (excluding directors or senior executives (at the vice president level and above)) of Recall or a Recall Group Member or accelerate or otherwise materially increase compensation or benefits for any such employee of Recall or a Recall Group Member, in each case, other than pursuant to:
- (i)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

the Recall Group's severance plans, policies and programs in effect on the date of this Deed and which have been disclosed in writing to Iron Mountain prior to the date of this Deed, including without limitation the supplemental severance benefits approved by the Recall Board in connection with the transactions contemplated by this Deed;

A-37

---

Table of Contents

- (ii) Recall policies and guidelines in effect on the date of this Deed and which have been disclosed in writing to Iron Mountain prior to the date of this Deed and any immaterial modifications to Recall Group employee benefit plans;
  - (iii) employment agreements entered into with new hires, in the ordinary course of business where the annualized base salary for such new hire is no more than US\$150,000;
  - (iv) annual increases in base salary, grants of short-term and long-term incentive compensation bonuses to employees in the ordinary course of business and in no event resulting in an increase of aggregate compensation (A) to any individual employee (below the vice president level) based in the United States, Europe or Australia of more than 10% or an increase to all such employees, in the aggregate, of more than 3%, (B) to any individual employee (below the vice president level) based in Asia or Brazil of more than 12% or an increase to all such employees, in the aggregate, of more than 5%, and (C) to any senior executive (at the vice president level and above) worldwide of more than 5% or an increase to all such senior executives, in the aggregate, of more than 3%; provided that, in no event shall increases in base salary, grants of short-term and long-term incentive compensation bonuses to all employees worldwide exceed 4%, in the aggregate; or
  - (v) a retention plan adopted or to be adopted by the Recall Group, the terms of which are disclosed in the Recall Disclosure Letter.
- (c) not, and must ensure that each member of the Recall Group must not, pay any of its directors or employees a termination or retention payment, other than:
- (i) in accordance with contractual arrangements in effect on the date of this Deed and which have been disclosed in writing to Iron Mountain prior to the date of this Deed; or
  - (ii) retention payments pursuant to the plan adopted pursuant to clause 7.1(b)(v).
- (d) not, and must ensure that each member of the Recall Group must not, waive any non-compete rights against Recall Group executives;
- (e) not (i) incur any additional financial indebtedness (except for draw-downs on existing banking facilities) or guarantee or indemnify the obligations of any person other than a member of the Recall Group, other than in ordinary and usual course generally consistent with the practice in the 12 month period prior to the date of this Deed, (ii) issue, or agree to issue, or grant an option to subscribe for, debentures (as defined in section 9 of the Corporations Act) other than under an existing financing arrangement which has been Fairly Disclosed in the Recall Disclosure Letter, or (iii) enter into any new financing arrangement or agreement or otherwise provide financial accommodation (other than capitalized leases or customer acquisition costs in the ordinary course of business), or amend the pricing terms, leverage ratio or principal amount of any existing financing arrangement, agreement or instrument, other than, in the case of (i), (ii) or (iii), (A) the refinancing of existing financing arrangements or agreements as of the date of this Deed, provided that the principal amount of obligations and leverage ratio do not increase in any such refinancing (and there is no change to the definition of leverage ratio) or (B) any such arrangement, agreement, financial accommodation (irrespective of what form that accommodation takes) or amendment with, to or among members of the Recall Group,
- (f) in respect of any single transaction or series of related or similar transactions, (i) not dispose of any interest in a business, real property or entity, the value of which exceeds US\$10 million, individually or when aggregated with all such businesses, real property or entities or (ii) not acquire any interest in a business, real property or entity on terms inconsistent with those set



Table of Contents

forth in the Recall Disclosure Letter (other than any such disposition or acquisition between or among Recall Group Members);

- (g) not incur or enter into commitments involving capital expenditure, whether in one transaction or a series of related transactions, in excess of the aggregate amounts set forth in the fiscal 2015 and fiscal 2016 capital expenditure plans Fairly Disclosed to Iron Mountain prior to the date of this Deed (excluding customer acquisition costs in the ordinary course of business, which shall not be subject to this clause 7.1(h));
- (h) not enter into, materially adversely amend or terminate any joint venture or partnership contract for a duration of over two years involving total expenditure greater than US\$10 million per annum, individually or when aggregated with all such joint ventures or partnerships;
- (i) not enter into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, or commodity derivatives) or similar instruments, except for (i) foreign currency hedges or interest rate hedges (including basis swaps on interest rates, such that the net period for the floating interest on the swaps is the same period as the net floating interest period on the relevant loan) made in the ordinary and usual course generally consistent with the practice in the 12 month period prior to the date of this Deed and made in accordance with a Recall policy in effect on the date of this Deed and which has been disclosed in writing to Iron Mountain prior to the date of this Deed and (ii) the ordinary course renewals of any such agreements, arrangements, transactions or similar instruments existing as of the date of this Deed;
- (j) not pay any fee to any advisor where such fee is contingent on the Transaction (other than as Fairly Disclosed in the Recall Disclosure Letter);
- (k) not alter in any material respect any accounting policy of any member of the Recall Group other than any change required by the AIFRS or US GAAP;
- (l) not amend in a material respect or terminate any existing shareholders agreement or enter into any shareholders agreement;
- (m) not abandon or permit to let lapse or expire any intellectual property material to the business of the Recall Group as currently conducted as of the date of this Deed, and as proposed by the Recall Group as of the date of this Deed to be conducted in the future, except in each case for such intellectual property that the Recall Group has reasonably determined is no longer of commercial value;
- (n) not make, change or revoke any material Tax election, change any material method of Tax accounting, file any material amended Tax Return, settle or compromise any audit or proceeding relating to a material amount of Taxes, enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) with respect to any material Tax, or surrender any claim for a refund of a material amount of Taxes, in each case, if any such action would be outside the ordinary course of business of Recall, and not make, change or revoke any election under Treasury Regulations Section 301.7701-3 with respect to Recall or any of its subsidiaries
- (o) use reasonable endeavours to:
  - (i) keep available the services of the Recall Group's officers and all key employees;

Table of Contents

- (ii) maintain and preserve the Recall Group's relationships with Government Agencies, customers, suppliers, licensors, licensees and others having business dealings with the Recall Group;
- (iii) maintain in all material respects, all assets material to the Recall Group in the ordinary and usual course generally consistent with the practice in the 12 month period prior to the date of this Deed, subject to customary wear and tear;
- (iv) comply in all material respects with all material contracts to which a member of the Recall Group is a party, and with the laws, authorisations and licences applicable to each member of the Recall Group;
- (v) not enter into any lines of business or other activities in which the Recall Group is not engaged or proposed to be engaged as of the date of this Deed, other than those in which the Recall Group has Fairly Disclosed in any announcement by Recall to the ASX prior to the date of this Deed; and
- (vi) not take or fail to take any action that constitutes a Recall Prescribed Occurrence or that would reasonably be expected to result in a Recall Prescribed Occurrence;
- (p) except for amendments, terminations, or non-renewals in the ordinary course of business consistent with past practice that would not be material to the Recall Group, modify, amend, waive, fail to enforce (in each case, in any material respect), assign or terminate any material contract of the Recall Group or enter into a contract that would be a material contract of the Recall Group if entered into prior to the date hereof (other than material contracts with customers entered into in the ordinary course of business consistent with past practice); and
- (q) not agree to do, nor to solicit, encourage or propose any other person to do on Recall's behalf, any of the matters contemplated in clauses 7.1(a) to 7.1(p) (inclusive).

**7.2**

**Exceptions**

Nothing in clause 7.1 restricts the ability of Recall to take any action which:

- (a) is required by this Deed or the Scheme;
- (b) has been fully and Fairly Disclosed in:
  - (i) the Recall Disclosure Letter and if the Recall Disclosure Letter permits the carrying out of the action only in accordance with certain conditions, Recall has met those conditions; or
  - (ii) any announcement by Recall to the ASX prior to the date of this Deed;
- (c) has been agreed to in writing by Iron Mountain

**7.3**

**Conduct of Iron Mountain Group business up to the Implementation Date**



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Subject to clause 7.4, from the date of this Deed up to and including the Implementation Date, Iron Mountain must:

- (a) conduct, and ensure that each member of the Iron Mountain Group conducts, its business in the ordinary and usual course generally consistent with the manner in which each such business and operations have been conducted in the 12 month period prior to the date of this Deed;
- (b) not, and must ensure that each member of the Iron Mountain Group must not, enter into or materially amend any employment, consulting, severance or similar agreement or arrangement

A-40

---

Table of Contents

with directors or senior executives (at the senior vice president level and above), or employees of Iron Mountain or an Iron Mountain Group Member, accelerate or otherwise materially increase compensation or benefits for any of the above, in each case other than pursuant to:

- (i) the Iron Mountain Group's severance plans, policies and programs, in effect on the date of this Deed, and which have been publicly filed and disclosed in writing to Recall prior to the date of this Deed;
  - (ii) Iron Mountain policies and guidelines in effect on the date of this Deed and which have been disclosed in writing to Recall prior to the date of this Deed and any routine modification to Iron Mountain Group employee benefit plans;
  - (iii) agreements entered into with new hires or promotions; or
  - (iv) actions taken in the ordinary course of business;
- (c) not, and must ensure that each member of the Iron Mountain Group must not, pay any of its directors or employees a termination or retention payment, other than (i) in accordance with arrangements in effect on the date of this Deed and which have been disclosed in writing to Recall prior to the date of this Deed or (ii) payments in the ordinary course of business consistent with past practice;
- (d) not, and must ensure that each member of the Iron Mountain Group must not, waive any non-compete rights against Iron Mountain Group senior executives;
- (e) not (i) incur any additional financial indebtedness (except for draw-downs on existing, as amended from time to time, banking facilities) or guarantee or indemnify the obligations of any person other than a member of the Iron Mountain Group, other than in ordinary and usual course generally consistent with the practice in the 12 month period prior to the date of this Deed, (ii) enter into any new financing arrangement or agreement or otherwise provide financial accommodation (other than capitalized leases or customer acquisition costs in the ordinary course of business), or amend the pricing terms, leverage ratio or principal amount of any existing, as amended from time to time, financing arrangement, agreement or instrument, or (iii) issue, or agree to issue, or grant an option to subscribe for, debentures (as defined in section 9 of the Corporations Act) other than under an existing, as amended from time to time, financing arrangement which has been Fairly Disclosed in the Iron Mountain Disclosure Letter; except, in the case of (i), (ii) and (iii), (A) either individually or collectively, where such additional indebtedness, guarantee, indemnity, new financing agreement or arrangement, financial accommodation, option or other similar arrangement does not result in Iron Mountain's leverage ratio (as determined in accordance with Iron Mountain's existing credit facilities) exceeding 6.0x or (B) any such arrangement, agreement, financial accommodation (irrespective of what form that accommodation takes) or amendment with, to or among members of the Iron Mountain Group,
- (f) not enter into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, or commodity derivatives) or similar instruments, except for (i) foreign currency hedges or interest rate hedges (including basis swaps on interest rates, such that the net period for the floating interest on the swaps is the same period as the net floating interest period on the relevant loan) made in the ordinary and usual course generally consistent with the practice in the 12 month period prior to the date of this Deed and made in accordance with an Iron Mountain policy in effect on the date of this Deed and which policy has been disclosed in writing to Recall prior to the date of this Deed and (ii) the ordinary course renewals of any such agreements, arrangements, transactions or similar instruments existing as of the date of this Deed;

Table of Contents

- (g) not pay any fee to any advisor where such fee is contingent on the Transaction (other than as Fairly Disclosed the Iron Mountain Disclosure Letter);
- (h) not alter in any material respect any accounting policy of any member of the Iron Mountain Group or other than any change required by US GAAP;
- (i) not amend in a material respect or terminate any existing shareholders agreement or enter into any shareholders agreement, other than shareholders agreements relating to shares in Iron Mountain's existing or future joint venture entities;
- (j) not abandon or permit to lapse or expire any intellectual property material to the business of the Iron Mountain Group as currently conducted as of the date of this Deed and as proposed by the Iron Mountain Group as of the date of this Deed to be conducted in the future, except in each case for such intellectual property that the Iron Mountain Group has reasonably determined is no longer of commercial value;
- (k) elect, effective as of January 1, 2014, to be treated as a real estate investment trust within the meaning of Section 856 of the Code and not revoke such election;
- (l) use reasonable endeavours to:
  - (i) keep available the services of the Iron Mountain Group's officers and all key employees;
  - (ii) maintain and preserve the Iron Mountain Group's relationships with Government Agencies, customers, suppliers, licensors, licensees and others having business dealings with the Iron Mountain Group;
  - (iii) maintain in all material respects, all assets material to the Iron Mountain Group in the ordinary and usual course generally consistent with the practice in the 12 month period prior to the date of this Deed, subject to customary wear and tear;
  - (iv) comply in all material respects with all material contracts to which a member of the Iron Mountain Group is a party, and with the laws, authorisations and licences applicable to each member of the Iron Mountain Group;
  - (v) not enter into any lines of business or other activities in which the Iron Mountain Group is not engaged or proposed to be engaged as of the date of this Deed, other than those in which (A) the Iron Mountain Group is in the process of exploring or developing or has Fairly Disclosed in any announcement by Iron Mountain to the NYSE or the SEC prior to the date of this Deed or (B) the Emerging Business unit of Iron Mountain Group explores, develops or engages in either prior to or after the date of this Deed; and
  - (vi) not take or fail to take any action that constitutes an Iron Mountain Prescribed Occurrence or that would reasonably be expected to result in an Iron Mountain Prescribed Occurrence;
- (m) not agree to do, nor to solicit, encourage or propose any other person to do on Iron Mountain's behalf, any of the matters contemplated in clauses 7.3(a) to 7.3(l) (inclusive).

**7.4**

**Exceptions**

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Nothing in clause 7.3 restricts the ability of Iron Mountain to take any action which:

- (a) is required by this Deed or the Scheme;

A-42

---

Table of Contents

- (b) has been fully and Fairly Disclosed in:
  - (i) the Iron Mountain Disclosure Letter and if the Recall Disclosure Letter permits the carrying out of the action only in accordance with certain conditions, Recall has met those conditions; or
  - (ii) any announcement by Iron Mountain to the NYSE or the SEC prior to the date of this Deed; or
- (c) has been agreed to in writing by Recall

**8 Board recommendations**

**8.1**

**Recall Board obligation to unanimously recommend**

Subject to clause 8.2, Recall agrees that the Scheme Booklet and all public announcements by Recall, or a director of Recall, in relation to the Transaction must include statements that:

- (a) the Recall Board unanimously recommends that Recall Shareholders vote in favour of the Scheme; and
- (b) each director states that he or she will vote all Scheme Shares in his or her control in favour of the Scheme,  
to be qualified only by the words to the effect of:
  - (c) 'in the absence of a Recall Superior Proposal'; and
  - (d) other than in respect of the Scheme Booklet and any document issued after the Scheme Booklet, 'subject to the Independent Expert providing a report to Recall concluding that the Scheme is in the best interests of Recall Shareholders'.

**8.2**

**Recall Board withdrawal of recommendation**

Subject to Recall's compliance with clauses 12.1 to 12.6 (inclusive), the Recall Board may only make a public statement or take any action that qualifies (in a manner adverse to Iron Mountain) or contradicts its support for the Scheme, or subsequently changes, withdraws or adversely modifies its recommendation referred to in clause 8.1 in favour of the Scheme if:

- (a) the Independent Expert provides a report (including any update, revision or amendment thereto) to Recall either before despatch of the Scheme Booklet or before the Scheme Meeting concluding that the Scheme is not in the best interests of Scheme Shareholders (except where the Independent Expert provides a report to Recall concluding that the Scheme is not in the best interests of Scheme Shareholders as a result of a Recall Competing Transaction); or
- (b) the Recall Board determines, after Iron Mountain's rights under clause 12.6 have been exhausted, that a Recall Competing Transaction constitutes a Recall Superior Proposal, and, in relation to this clause 8.2(b), the Recall Board shall have determined in good faith, after consultation with its Financial Advisor and outside legal counsel, that failure to take such action would be likely be inconsistent with the directors' fiduciary duties owed by Recall directors under applicable law.



Table of Contents

**8.3**

**Iron Mountain Board obligation to unanimously recommend**

Subject to clause 8.4, Iron Mountain agrees that the Iron Mountain Proxy Statement and all public announcements by Iron Mountain, or a director of Iron Mountain, in relation to the Transaction must include statements that:

- (a) the Iron Mountain Board unanimously recommends that Iron Mountain Shareholders vote in favour of the issuance of the New Iron Mountain Shares to the Recall Shareholders in the Scheme in the absence of an Iron Mountain Superior Proposal; and
- (b) each director states that he or she will vote all Iron Mountain Shares in his or her control in favour of the issuance of the New Iron Mountain Shares to the Recall Shareholders in the Scheme.

**8.4**

**Iron Mountain withdrawal of recommendation**

Subject to Iron Mountain's compliance with clauses 12.8 to 12.11 (inclusive), the Iron Mountain Board may only make a public statement or take any action that qualifies (in a manner adverse to Recall) or contradicts its support for the issuance of the New Iron Mountain Shares, or subsequently changes, withdraws or adversely modifies its recommendation referred to in clause 8.3 in favour of the issuance of the New Iron Mountain Shares if the Iron Mountain Board determines that an Iron Mountain Competing Transaction constitutes an Iron Mountain Superior Proposal, and the Iron Mountain Board shall have determined in good faith, after consultation with its Financial Advisor and outside legal counsel, that failure to take such action would likely be inconsistent with the directors' fiduciary duties owed by Iron Mountain directors under applicable law.

**8.5**

**Recall directors**

Subject to clause 8.2, Recall represents and warrants to Iron Mountain that it has been advised by each director of Recall in office at the date of this Deed that he or she act in accordance with clause 8.1 and 8.2.

**8.6**

**Iron Mountain directors**

Subject to clause 8.4, Iron Mountain represents and warrants to Recall that it has been advised by each director of Iron Mountain in office at the date of this Deed that he or she act in accordance with clause 8.3 and 8.4.

**9 Representations and warranties**

**9.1**

**Iron Mountain's representations and warranties**

Iron Mountain represents and warrants to Recall (in its own right and separately as trustee or nominee for each of the other Recall Indemnified Parties) that each of the Iron Mountain Representations and Warranties is true and correct.

**9.2**

**Recall representations and warranties**

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Recall represents and warrants to Iron Mountain (in its own right and separately as trustee or nominee for each of the other Iron Mountain Indemnified Parties) that each of the Recall Representations and Warranties is true and correct.

### 9.3

#### **Independent warranties**

- (a) Each representation and warranty referred to in clauses 9.1 is to be construed independently of the others and is not limited by reference to any other warranty.

A-44

---



Table of Contents

- (b) Each representation and warranty referred to in clauses 9.2 is to be construed independently of the others and is not limited by reference to any other warranty.

**9.4**

**Survival of representations**

Each representation and warranty referred to in clauses 9.1 and 9.2:

- (a) is severable; and
- (b) survives the termination of this Deed, but will terminate on implementation of the Scheme.

**9.5**

**Timing of representation and warranties**

Each representation and warranty referred to in clauses 9.1 or 9.2 is given:

- (a) at the date of this Deed; and
- (b) at 8am on the Second Court Date; or

where expressed to be given at a particular time, at that time.

**10 Releases**

**10.1**

**Recall directors and officers**

- (a) Iron Mountain releases its respective rights, and agrees with Recall that it will not make a claim, against any Recall Indemnified Party (other than Recall) as at the date of this Deed in connection with:
- (i) any breach of any representations, covenants and warranties of Recall or any member of the Recall Group in this Deed; or
- (ii) any disclosures containing any statement which is false or misleading whether in content or by omission, except where the Recall Indemnified Party has engaged in fraud or wilful misconduct.
- (b) This clause is subject to any Corporations Act restriction and will be read down accordingly.
- (c) Recall receives and holds the benefit of this clause to the extent it relates to each Recall Indemnified Party as trustee for each of them.

**10.2**

**Iron Mountain directors and officers**

- (a)

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Recall releases its rights, and agrees with Iron Mountain that it will not make a claim, against any Iron Mountain Indemnified Party (other than Iron Mountain) as at the date of this Deed in connection with:

- (i) any breach of any representations, covenants and warranties of Iron Mountain in this Deed; or
- (ii) any disclosure containing any statement which is false or misleading whether in content or by omission, except where the Iron Mountain Indemnified Party has engaged in fraud or wilful misconduct.

(b) This clause is subject to any statutory restriction and will be read down accordingly.

(c) Iron Mountain receives and holds the benefit of this clause to the extent it relates to each Iron Mountain Indemnified Party as trustee for each of them.

Table of Contents

**11 Confidentiality/Public Announcements/Joint Marketing**

- (a) Recall and Iron Mountain acknowledge and agree that they continue to be bound by the Confidentiality Agreement after the date of this Deed.
- (b) The rights and obligations of the parties under the Confidentiality Agreement survive termination of this Deed.
- (c) The press release and any public presentation or statement issued by Iron Mountain or Recall concerning the execution of this Deed must be jointly agreed upon prior to issuance, and thereafter Iron Mountain and Recall must consult with each other before issuing, and, to the extent practicable, give each other a reasonable opportunity to review and consider in good faith the views of the other party regarding, any press release or other public statement with respect to the transactions contemplated by this Deed, and must not issue any such press release or make any such public statement (including releases to the NYSE, the ASX or the SEC) prior to such consultation, except as may be required by applicable law, fiduciary duties or by obligations pursuant to any listing agreement with the NYSE, the ASX or the SEC, as applicable, or by any Government Agency with jurisdiction over such party. For the avoidance of doubt, Iron Mountain agrees to publicly issue the communication materials set forth on Schedule 10 to this Deed.
- (d) For the avoidance of doubt, the provisions of clause 11(c) do not apply to:
  - (i) any announcement, document or publication in connection with a Recall Competing Transaction, Recall Superior Proposal or withdrawal of Recall Board recommendation;
  - (ii) any announcement, document or publication in connection with an Iron Mountain Competing Transaction, Iron Mountain Superior Proposal or withdrawal of Iron Mountain Board recommendation;
  - (iii) any disclosure by Recall or Iron Mountain of any information concerning this Deed or the transactions contemplated hereby in connection with any dispute between the parties regarding this Deed, the Scheme or the transactions contemplated by this Deed.
- (e) As soon as practicable following the date of this Deed and until the Second Court Date, Recall and Iron Mountain shall use reasonable endeavours to engage in joint marketing efforts to inform the market of the benefits of the Transaction to both parties' shareholders and to solicit the approval of their respective shareholders with respect to the Transaction. Prior to distributing any such joint marketing materials, presentations or other similar information, Iron Mountain and Recall shall consult with each other and agree on the content of any such materials, presentations or other similar information.

**12 Exclusivity**

**12.1**

**Recall discussions with third parties**

Subject to clause 12.3, during the Exclusivity Period, Recall must not, and must ensure that none of its Representatives:

- (a) directly or indirectly participate in or continue any discussions or negotiations with any Third Party in relation to, or which may reasonably be expected to lead to, a Recall Competing Transaction or to Recall abandoning or not proceeding with the Transaction;
- (b) provide or make available any information to any Third Party in connection with the formulation, development or finalisation of a Recall Competing Transaction (including by way of providing information and access to perform due diligence on the Recall Group);



Table of Contents

- (c) enter into any agreement, arrangement or understanding with any Third Party (whether or not in writing and whether or not legally binding) in relation to, or which may reasonably be expected to lead to, a Recall Competing Transaction or to Recall abandoning or not proceeding with the Transaction; or

- (d) communicate any intention to do any of these things referred to in clauses 12.1(a) to (c).

**12.2**

**Recall solicitation**

During the Exclusivity Period, Recall must not, and must ensure that none of its Representatives:

- (a) directly or indirectly solicit (including by way of providing information concerning the Recall Group to any person) or invite, enquiries, discussions or proposals in relation to, or which may reasonably be expected to lead to, a Recall Competing Transaction or to Recall abandoning or not proceeding with the Transaction; or

- (b) communicate to any person an intention to do any of the things referred to in clause 12.2(a).

**12.3**

**Limitation on clause 12.1**

Recall, its subsidiaries and its and its subsidiaries' Representatives may undertake any action that would otherwise be prohibited by clause 12.1 in relation to a bona fide Recall Competing Transaction of the kind referred to in either paragraph (a), (c) or (d) of the definition of Recall Competing Transaction which was not solicited by it and was not otherwise brought about as a result of any breach by it of its obligations under clause 12.1, 12.2 and 12.4 to 12.6, provided that the Recall Board determines, acting in good faith and in consultation with its Financial Advisor and outside legal counsel, that:

- (a) the proposed Recall Competing Transaction constitutes, or would reasonably be expected to result in a Recall Superior Proposal; and

- (b) not undertaking that action would likely be inconsistent with the directors' duties owed by Recall directors under applicable law, or it would otherwise be unlawful not to take that action.

**12.4**

**Provision of information to Iron Mountain**

- (a) During the Exclusivity Period, if:

- (i) Recall (or any or its Related Bodies Corporate or any of their respective Representatives) provides or makes available any information to any Third Party (*Third Party Recipient*) in connection with the formulation, development or finalisation of a Recall Competing Transaction; and

- (ii) at that time Recall and the Third Party Recipient are not party to a confidentiality agreement imposing on the Third Party Recipient standstill obligations and other obligations that are substantially comparable, in the aggregate, to those imposed on Iron Mountain under the Confidentiality Agreement,

then:

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

- (i) Recall must provide Iron Mountain with the same information that Recall has provided to the third Party Recipient to the extent that such information has not previously been provided to Iron Mountain and would reasonably be expected to be material to Iron Mountain; and
- (ii) Iron Mountain and Recall acknowledge and agree that the Confidentiality Agreement will be read down such that the standstill obligations of Iron Mountain under the Confidentiality

A-47

---

Table of Contents

Agreement are no more onerous in any material respect than the standstill obligations of the Third Party Recipient and the other obligations of Iron Mountain under the Confidentiality Agreement are substantially comparable, in the aggregate, to the other obligations of the Third Party Recipient, in each case under any confidentiality arrangements between Recall and the Third Party Recipient in relation to a Recall Competing Transaction (whether or not Recall and the Third Party Recipient have entered into a binding confidentiality agreement).

- (b) For the avoidance of doubt, this clause 12.4 applies even where there are no confidentiality arrangements in place between Recall and the Third Party Recipient in relation to a Recall Competing Transaction.

**12.5**

**Notification by Recall of approaches**

- (a) During the Exclusivity Period, Recall must notify Iron Mountain as soon as practicable in writing if it, or any member of the Recall Group becomes aware of any:
- (i) proposal (or update to a previous proposal), whether written or otherwise, made to Recall or its Representatives in connection with, or in respect of any exploration or consummation of, a Recall Competing Transaction or a proposed or potential Recall Competing Transaction, whether unsolicited or otherwise; or
  - (ii) provision by Recall or its Representatives of any information relating to Recall or any of its subsidiaries or any of their businesses or operations to any person in connection with or for the purposes of a current or future Recall Competing Transaction.
- (b) A notice required under clause 12.5(a) must include the material terms of the proposal, including, if known, the proposed price (or implied value of proposed non-cash consideration); conditions, timing and break fee (if any), but does not need to include details of the party making the proposal.

**12.6**

**Matching right**

During the Exclusivity Period, Recall must:

- (a) not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) to undertake a Recall Competing Transaction; or
  - (b) use its reasonable endeavours to ensure that none of its directors change their recommendation in favour of the Transaction or publicly recommend a Recall Competing Transaction,
- unless:
- (c) the Recall Board, acting in good faith, after consultation with its Financial Advisor and outside legal counsel, determines that failure to take such action would likely be inconsistent with the directors' fiduciary duties under applicable law;
  - (d) the Recall Board, acting in good faith and in consultation with its Financial Advisor and outside legal counsel, determines that the proposed Recall Competing Transaction would constitute a Recall Superior Proposal;
  - (e) Recall has provided Iron Mountain with the material terms (including the proposed price (or implied value of proposed non-cash consideration), conditions, timing and break fee (if any)) of the proposed Recall Competing Transaction;

(f)

Recall has given Iron Mountain a period of not less than 5 Business Days after provision of that information to provide a matching or superior proposal to the proposed Recall

A-48

---



Table of Contents

Competing Transaction and, if requested by Iron Mountain, Recall shall have negotiated with Iron Mountain in good faith during such period regarding any revisions to the terms of the Transaction proposed by Iron Mountain in response to the proposed Recall Competing Transaction; and

(g)

after Recall has complied with its obligations under paragraphs (c),(d),(e) and (f) of this clause 12.6, Iron Mountain has not announced a proposal which the Recall Board, acting in good faith, determines is a matching or a superior proposal to the proposed Recall Competing Transaction (having regard to the matters noted in paragraphs (a) and (b) of the definition of Recall Superior Proposal) by the expiry of the 5 Business Day period referred to in the prior clause 12.6(f), and Recall agrees that each successive material modification of a proposed Recall Competing Transaction will constitute a new proposed Recall Competing Transaction for the purposes of the requirements of this clause 12.6. Recall represents and warrants to Iron Mountain that it has been advised by each director of Recall in office at the date of this Deed that he or she will act in accordance with this clause 12.6.

**12.7**

**Recall analyst and investor presentations**

Subject in all respects to the terms of the Confidentiality Agreement, nothing in this clause 12 prevents Recall from continuing to make presentations to brokers, portfolio investors and analysts in the ordinary course of business.

**12.8**

**Iron Mountain discussions with third parties**

Subject to clause 12.10, during the Exclusivity Period, Iron Mountain must not, and must ensure that none of its Representatives:

(a)

directly or indirectly participate in or continue any discussions or negotiations with any Third Party in relation to, or which may reasonably be expected to lead to, an Iron Mountain Competing Transaction;

(b)

provide or make available any information to any Third Party in connection with the formulation, development or finalisation of an Iron Mountain Competing Proposal (including by way of providing information and access to perform due diligence on the Iron Mountain Group);

(c)

enter into any agreement, arrangement or understanding with any Third Party (whether or not in writing and whether or not legally binding) in relation to, or which may reasonably be expected to lead to, an Iron Mountain Competing Transaction; or

(d)

communicate any intention to do any of these things referred to in clauses 12.8(a) to (c).

**12.9**

**Iron Mountain solicitation**

During the Exclusivity Period, Iron Mountain must not, and must ensure that none of its Representatives:

(a)

directly or indirectly solicit (including by way of providing information concerning the Iron Mountain Group to any person) or invite, enquiries, discussions or proposals in relation to, or which may reasonably be expected to lead to, an Iron Mountain Competing Transaction; or

(b)

communicate to any person an intention to do any of the things referred to in clause 12.9(a).



Table of Contents

**12.10**

**Limitation on clause 12.8**

Iron Mountain, its subsidiaries and its and its subsidiaries' Representatives may undertake any action that would otherwise be prohibited by clause 12.8 in relation to a bona fide Iron Mountain Competing Transaction of the kind referred to in either paragraph (a), (c) or (d) of the definition of Iron Mountain Competing Transaction which was not solicited by it and was not otherwise brought about as a result of any breach by it of its obligations under clause 12.8, 12.9 or 12.11, where the Iron Mountain Board determines, acting in good faith and in consultation with its Financial Advisor and outside legal counsel, that the proposed Iron Mountain Competing Transaction constitutes, or would reasonably be expected to result in, an Iron Mountain Superior Proposal and where:

- (a) the Iron Mountain Board acting in good faith, reasonably determines after consultation with its legal advisors that not undertaking that action would likely be inconsistent with the directors' duties owed by Iron Mountain directors under applicable law; or
- (b) it would otherwise be unlawful not to take that action.

**12.11**

**Notification by Iron Mountain of approaches**

- (a) During the Exclusivity Period, Iron Mountain must notify Recall as soon as practicable in writing if it, any of its subsidiaries or any of its or its subsidiaries Representatives becomes aware of any:
  - (i) proposal (or update to a previous proposal) whether written or otherwise made to Iron Mountain, its Representatives or any of its subsidiaries or their Representatives, in connection with, or in respect of any exploration or consummation of, an Iron Mountain Competing Transaction or a proposed or potential Iron Mountain Competing Transaction, whether unsolicited or otherwise; or
  - (ii) provision by Iron Mountain, its Representatives, its subsidiaries or their Representatives of any information relating to Iron Mountain or any of its subsidiaries or any of their businesses or operations to any person in connection with or for the purposes of a current or future Iron Mountain Competing Transaction.
- (b) A notice required under clause 12.11(a) must include the material terms of the proposal, including, if known, the proposed price (or implied value of proposed non-cash consideration); conditions, timing and break fee (if any), but does not need to include details of the party making the proposal.

**12.12**

**Iron Mountain analyst and investor presentations**

Nothing in this clause 12 prevents Iron Mountain from continuing to make presentations to brokers, portfolio investors and analysts in the ordinary course of business.

**13 Reimbursement Fees**

**13.1**

**Background to Recall Reimbursement Fee**

- (a) Each party acknowledges that, if they enter into this Deed and the Scheme is subsequently not implemented, Iron Mountain will incur significant costs, including significant opportunity costs.

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

- (b) In the circumstances referred to in clause 13.1(a), Iron Mountain has requested provision be made for the payment outlined in clause 13.2, without which Iron Mountain would not have entered into this Deed or otherwise agreed to implement the Scheme.
- (c) Recall confirms that the Recall Board has acknowledged that:
  - (i) it has received legal advice in relation to this Deed and the operation of this clause 13.1;

A-50

---

Table of Contents

- (ii) it believes the implementation of the Scheme will provide significant benefits to Recall and Recall Shareholders, such that it is reasonable and appropriate for Recall to agree to the Recall Reimbursement Fee in order to secure Iron Mountain's participation in the Transaction; and
- (iii) the Recall Reimbursement Fee represents a genuine and reasonable estimate of cost and loss that would be suffered by Iron Mountain if this Deed was entered into and the Scheme is subsequently not implemented.

**13.2**

**Payment of the Recall Reimbursement Fee**

Subject to clauses 13.3 and 13.5, Recall must pay the Recall Reimbursement Fee to Iron Mountain, without set-off or withholding, if:

- (a) prior to the earlier of the Effective Date or the End Date, the Recall Board withdraws or adversely modifies its recommendation that Recall Shareholders vote in favour of the Scheme, other than as a result of:
  - (i) the report (including any update, revision or amendment thereto) of the Independent Expert opining that the Scheme is not in the best interests of Scheme Shareholders (other than where the reason for that opinion is a Recall Competing Transaction);
  - (ii) any matter or thing giving Recall the right to terminate under clause 14.1(a) or 14.1(b); or
  - (iii) failure of a condition precedent in clause 3.1, other than as a result of a breach by Recall of clause 3.2;
- (b) prior to the earlier of the Effective Date or the End Date, the Recall Board recommends or supports a Recall Competing Transaction;
- (c) a Recall Competing Transaction of any kind is announced prior to the End Date and within 9 months after the date this Deed is terminated, a Recall Competing Transaction is consummated or entered into and subsequently consummated; or
- (d) Iron Mountain has terminated this Deed for material breach by Recall under clause 14.1(a) or 14.1(b), and the Transaction does not complete.

Subject to clause 13.5, Recall must reimburse Iron Mountain for Iron Mountain's reasonable, documented out of pocket expenses actually incurred in connection with the transaction up to US\$5 million, without set-off or withholding, if (A) the Recall Board withdraws or adversely modifies its recommendation that Recall Shareholders vote in favour of the Scheme as a result of the report (including any update, revision or amendment thereto) of the Independent Expert opining that the Scheme is not in the best interests of Scheme Shareholders (other than where the reason for that opinion is a Recall Competing Transaction) and (B) the Deed is terminated by Recall or Iron Mountain prior to the Scheme Meeting

**13.3**

**Iron Mountain written demand**

- (a) Recall must pay the Recall Reimbursement Fee to Iron Mountain within 10 Business Days after receiving a written demand from Iron Mountain where Iron Mountain is entitled under clause 13.2 to the Recall Reimbursement Fee. Without limiting clause 13.13, this clause 13.3(a) survives termination of this Deed such that Iron Mountain may give Recall a demand for payment of the Recall Reimbursement Fee even if this Deed has been terminated, provided that the event referred to in clause 13.2 occurred prior to the termination of this Deed.

- (b) Recall can only be liable to pay the Recall Reimbursement Fee once.

A-51

---

Table of Contents

**13.4**

**Nature of payment**

The amount payable by Recall under clause 13.2 is an amount to compensate Iron Mountain for:

- (a) advisory costs (including costs of advisors other than success fees);
- (b) costs of management and directors' time;
- (c) out-of-pocket expenses; and
- (d) reasonable opportunity costs incurred by Iron Mountain in pursuing the Scheme or in not pursuing other alternative acquisitions or strategic initiatives which Iron Mountain could have developed to further its business and objectives.

**13.5**

**Qualifications**

- (a) No amount shall be payable by Recall under clause 13.2 if the Scheme becomes Effective, notwithstanding the occurrence of any event in clause 13.2. To the extent that any amounts have already been paid under clause 13.2 and the Scheme becomes Effective, such amounts shall be promptly refunded to Recall within 10 days.
- (b) No amount shall be payable by Recall under clause 13.2 unless this Deed has first been terminated under the applicable provisions of clauses 3.6, 14.1, 14.2 and/or 14.3.
- (c) This clause 13 does not impose an obligation on Recall to pay the Recall Reimbursement Fee to the extent (and only to the extent) that the obligation to pay the respective fee:
  - (i) constitutes unacceptable circumstances as declared by the Takeovers Panel; or
  - (ii) is held to be unenforceable by one party against another as determined by a court, after all proper avenues of appeal and review, whether judicial or otherwise, have been exhausted. The parties must take all reasonable steps to ensure that any such determination applies to the minimum extent possible.
- (d) The parties must not make or cause or permit to be made, any application to a court or the Takeovers Panel for or in relation to a determination referred to in clause 13.5(b).
- (e) A statement that shareholders should 'take no action pending further advice (or words to that effect) is not regarded as an adverse modification of a recommendation for the purposes of clause 13.2(a), provided that the Recall Board publicly re-affirms its recommendation in favour of the Transaction at least 5 Business Days before the earlier of the date that the Scheme is considered by Recall Shareholders and the End Date.
- (f) Notwithstanding anything in this clause 13 to the contrary, in the event that counsel or independent accountants for Iron Mountain determine that there exists a material risk that any amounts payable to Iron Mountain under clause 13.2 would be treated as Nonqualifying Income upon the payment of such amounts to Iron Mountain, the amount paid to Iron Mountain under clause 13.2 in

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

any tax year shall not exceed the maximum amount that can be paid to Iron Mountain in such year without causing Iron Mountain to fail to comply with the requirements for qualification as a real estate investment trust under the Code (the **REIT Requirements**) for such year, determined as if the payment of such amount were Nonqualifying Income as determined by such counsel or independent accountants to Iron Mountain. If the amount payable for any tax year under the preceding sentence is less than the amount otherwise payable by Recall to Iron Mountain under clause 13.2 (the **Fee Amount**), then (1) Recall shall place the Fee Amount into an escrow account (the **Fee Escrow Account**) using an escrow agent and agreement reasonably acceptable to Iron Mountain and shall not release any portion thereof to Iron Mountain, and Iron Mountain shall not be entitled to any such amount, unless and until Iron Mountain delivers to

A-52

---



Table of Contents

Recall, at the sole option of Iron Mountain, (x) an opinion of Iron Mountain's tax counsel to the effect that such amount, if and to the extent paid, would not constitute Nonqualifying Income, (y) a letter from Iron Mountain's independent accountants indicating the maximum amount that can be paid at that time to Iron Mountain without causing Iron Mountain to fail to comply with the REIT Requirements for any relevant taxable year, or (z) a private letter ruling issued by the United States Internal Revenue Service to Iron Mountain indicating that the receipt of any Fee Amount hereunder will not cause Iron Mountain to fail to comply with the REIT Requirements for any relevant taxable year (any such opinion, letter or private letter ruling, a **Release Document**) and (2) pending the delivery of a Release Document by Iron Mountain to Recall, Iron Mountain shall have the right, but not the obligation, to borrow the Fee Amount then deposited in the Fee Escrow Account pursuant to a loan agreement reasonably acceptable to Iron Mountain that (x) requires Recall to lend Iron Mountain immediately available cash proceeds in an amount equal to the Fee Amount then deposited in the Fee Escrow Account, and (y) provides for (i) a commercially reasonable interest rate and commercially reasonable covenants, taking into account the credit standing and profile of Iron Mountain or any guarantor of Iron Mountain at the time of such loan, and (ii) a fifteen (15) year maturity with no periodic amortization.

**13.6**

**Other claims**

Subject to clause 13.7, except with respect to wilful or intentional material breaches of this Deed by Recall, the maximum aggregate amount which Recall is required to pay in relation to this Deed (including any breach of this Deed by Recall) is an amount equal to the Recall Reimbursement Fee and in no event will the aggregate liability of Recall under or in connection with this Deed exceed an amount equal to the Recall Reimbursement Fee.

**13.7**

**Exclusive remedy of Iron Mountain**

Nothing in this Deed, including this clause 13, will limit Iron Mountain's right to recover damages (whether on its own benefit or on behalf of a person for whom Iron Mountain holds rights on trust under this Deed) for any wilful or intentional material breach of any provision of this Deed by Recall in excess of an amount equal to the Recall Reimbursement Fee, or otherwise limit any other remedy available to Iron Mountain under this Deed.

**13.8**

**Background to Iron Mountain Reimbursement Fee and Iron Mountain Antitrust Approval Reimbursement Fee**

- (a) Each party acknowledges that, if they enter into this Deed and the Scheme is subsequently not implemented, Recall will incur significant costs, including significant opportunity costs.
- (b) In the circumstances referred to in clause 13.8(a), Recall has requested provision be made for the payments outlined in this clause 13.8, without which Recall would not have entered into this Deed or otherwise agreed to implement the Scheme.
- (c) Iron Mountain confirms that the Iron Mountain Board has acknowledged that:
- (i) it has received legal advice in relation to this Deed and the operation of this clause 13;
  - (ii) it believes the implementation of the Scheme will provide significant benefits to Iron Mountain and Iron Mountain shareholders, such that it is reasonable and appropriate for Iron Mountain to agree to the Iron Mountain Reimbursement Fee and the Iron Mountain Antitrust Approval Reimbursement Fee in order to secure Recall participation in the Transaction; and
  - (iii) the Iron Mountain Reimbursement Fee and the Iron Mountain Antitrust Approval Reimbursement Fee represent a genuine and reasonable estimate of cost and loss that would



Table of Contents

be suffered by Recall if this Deed was entered into and the Scheme is subsequently not implemented.

**13.9**

**Payment of the Iron Mountain Reimbursement Fee and/or Iron Mountain Antitrust Approval Reimbursement Fee**

Subject to clauses 13.10 and 13.12:

- (a) Iron Mountain must pay the Iron Mountain Reimbursement Fee to Recall, without set-off or withholding, if:
  - (i) Recall has terminated this Deed for material breach by Iron Mountain pursuant to clause 14.1(a) or 14.1(b) and the Transaction does not complete; or
  - (ii) prior to the earlier of the Effective Date or the End Date, the Iron Mountain Board withdraws or adversely modifies its recommendation that Iron Mountain Shareholders vote in favour of the Scheme, other than as a result of:
    - (A) any matter or thing giving Iron Mountain the right to terminate under clauses 14.1(a) or 14.1(b); or
    - (B) failure of a condition precedent in clause 3.1, other than as a result of a breach of Iron Mountain in clause 3.2; and
- (b) Iron Mountain must pay the Iron Mountain Antitrust Approval Reimbursement Fee to Recall, without set-off or withholding, if:
  - (i) this Deed is terminated under clause 3.6 or 14.1(c) because of the failure to obtain the HSR/Antitrust Approval or the failure to obtain any other Competition Approval; or
  - (ii) where the Transaction cannot proceed due to any action taken by a Competition Authority, in each case in circumstances where all of the conditions precedent in clauses 3.1(a) to 3.1(n) inclusive (other than the conditions precedent in clause 3.1(a)(v), clause 3.1(a)(vi), clause 3.1(d) or clause 3.1(e) (in the case of clause 3.1(e), as a result of an Order relating to an Antitrust Law)) have been satisfied or waived.

**13.10**

**Recall written demand**

- (a) Iron Mountain must pay the Iron Mountain Reimbursement Fee to Recall within 10 Business Days after receiving a written demand from Recall where Recall is entitled under clause 13.9 to the Iron Mountain Reimbursement Fee. Without limiting clause 13.15, this clause 13.10(a) survives termination of this Deed such that Recall may give Iron Mountain a demand for payment of the Iron Mountain Reimbursement Fee even if this Deed has been terminated, provided that the event referred to in clause 13.9(a) occurred prior to the termination of this Deed.
- (b) Iron Mountain is only liable to pay the Iron Mountain Reimbursement Fee once.
- (c) Iron Mountain must pay the Iron Mountain Antitrust Approval Reimbursement Fee to Recall within 10 Business Days after receiving a written demand from Recall where Recall is entitled under clause 13.9 to the Iron Mountain Antitrust Approval Reimbursement Fee. Without limiting clause 13.15, this clause 13.10(c) survives termination of this Deed such that Recall may give Iron Mountain a

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

demand for payment of the Iron Mountain Antitrust Approval Reimbursement Fee even if this Deed has been terminated, provided that the event referred to in clause 13.9(b) occurred prior to the termination of this Deed.

(d)

Iron Mountain is only liable to pay the Iron Mountain Antitrust Approval Reimbursement Fee once.

A-54

---

Table of Contents

**13.11**

**Nature of payment**

The amounts payable by Iron Mountain under clause 13.9 is an amount to compensate Recall for:

- (a) advisory costs (including costs of advisors other than success fees);
- (b) costs of management and directors' time;
- (c) out-of-pocket expenses; and
- (d) reasonable opportunity costs incurred by Recall in pursuing the Scheme or in not pursuing other alternative acquisitions or strategic initiatives which Recall could have developed to further its business and objectives.

**13.12**

**Qualifications**

- (a) No amount shall be payable by Iron Mountain under clause 13.9 if the Scheme becomes Effective, notwithstanding the occurrence of any event in clause 13.9. To the extent that any amounts have already been paid under clause 13.9 and the Scheme becomes Effective, such amounts shall be immediately refunded to Iron Mountain.
- (b) This clause 13 does not impose an obligation on Iron Mountain to pay the Iron Mountain Reimbursement Fee and/or the Iron Mountain Antitrust Approval Reimbursement Fee to the extent (and only to the extent) that the obligation to pay the respective fee:
  - (i) constitutes unacceptable circumstances as declared by the Takeovers Panel; or
  - (ii) is held to be unenforceable by one party against another as determined by a court, after all proper avenues of appeal and review, whether judicial or otherwise, have been exhausted. The parties must take all reasonable steps to ensure that any such determination applies to the minimum extent possible.
- (c) The parties must not make or cause or permit to be made, any application to a court or the Takeovers Panel for or in relation to a determination referred to in clause 13.12(b).

**13.13**

**Survival**

Any accrued obligations under this clause 13 survive termination of this Deed.

**13.14**

**Other claims**

Subject to clause 13.9(b) and clause 13.15, except with respect to wilful or intentional material breaches of this Deed by Iron Mountain, the maximum aggregate amount which Iron Mountain is required to pay in relation to this Deed (including any breach of this Deed by Iron Mountain) is an amount equal to the Iron Mountain Reimbursement Fee, and in no event will the aggregate liability of Iron Mountain under or in connection with this Deed exceed an amount equal to the Iron Mountain Reimbursement Fee.

13.15

**Exclusive remedy of Recall**

Nothing in this Deed, including this clause 13, will limit Recall's right to recover damages (whether on its own benefit or on behalf of a person for whom Recall holds rights on trust under this Deed) for any wilful or intentional material breach of any provision of this Deed by Iron Mountain in excess of an amount equal to any Iron Mountain Reimbursement Fee, or otherwise limit any other remedy available to Recall under this Deed; *provided, however*, that if the Iron Mountain Antitrust Approval Reimbursement Fee is payable to Recall as a result of a breach of any provision of this Deed or the failure of Iron Mountain to obtain the Competition Approvals, then the maximum aggregate liability of

Table of Contents

Iron Mountain in connection with such breach or failure shall not exceed an amount equal to the Iron Mountain Antitrust Approval Reimbursement Fee.

**14 Termination**

**14.1**

**Termination by either party**

Without prejudice to any other rights of termination under this Deed either party may terminate this Deed by written notice to the other party:

- (a) at any time before 8am on the Second Court Date, if the other party has materially breached any provision of this Deed (other than the breaching party's respective Representations and Warranties, which are the subject of clause 14.1(b) below), the party wishing to terminate has given written notice to the other party in a timely manner setting out the relevant circumstances and stating an intention to terminate this Deed, and the relevant circumstances continue to exist for 20 Business Days (or any shorter period ending at 5pm on the day before the Second Court Date) from the time the notice is given;
- (b) at any time before 8am on the Second Court Date, if the other party has breached any of its respective Representations and Warranties such that a condition precedent set forth in clause 3.1(h) (with respect to a Recall breach) or clause 3.1(k) (with respect to an Iron Mountain breach), as applicable, could not be satisfied prior to the End Date, the party wishing to terminate has given written notice to the breaching party in a timely manner setting out the relevant circumstances and stating an intention to terminate this Deed, and the relevant circumstances continue to exist for 20 Business Days (or any shorter period ending at 5pm on the day before the Second Court Date) from the time the notice is given; or
- (c) in the circumstances set out in, and in accordance with, clause 3.6.

**14.2**

**Termination by Recall**

Without prejudice to any other rights of termination under this Deed, Recall may terminate this Deed by written notice to Iron Mountain if:

- (a) the Recall Board has changed, withdrawn or modified their recommendation of the Scheme in accordance with clause 8.2; or
- (b) the Iron Mountain Board has changed, withdrawn or adversely modified its recommendation in favour of the issuance of the New Iron Mountain Shares to the Recall Shareholders in the Scheme.

**14.3**

**Termination by Iron Mountain**

Without prejudice to any other rights of termination under this Deed, Iron Mountain may terminate this Deed by written notice to Recall if:

- (a) the Iron Mountain Board has changed, withdrawn or modified their recommendation of the Scheme in accordance with clause 8.4;
- (b) the Recall Board withdraws or adversely modifies its recommendation that Recall Shareholders vote in favour of the Scheme; or

- (c) the Recall Board recommends or supports any Recall Competing Transaction.



Table of Contents

14.4

**Effect of termination**

If this Deed is terminated by either party under clauses 3.6, 14.1, 14.2 or 14.3, except if that the termination results from a breach by either party of its obligations under this Deed, this Deed will become void and have no effect, without any liability or obligation on the part of any party, other than in relation to rights and obligations that accrued prior to termination and other than in relation to the provisions of this clause 14 and of clauses 9.1, 9.2, 10, 11, 13, 15, 16 and 17, which will remain in force after termination.

14.5

**Termination Notice**

Where a party has a right to terminate this Deed, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this Deed and the provision under which it is terminating the Deed.

**15 Duty, costs and expenses**

15.1

**Stamp duty**

Iron Mountain must pay all stamp duties and any fines and penalties with respect to stamp duty in respect of this Deed or the Scheme or the steps to be taken under this Deed or the Scheme.

15.2

**Costs and expenses**

Except as otherwise provided in this Deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Deed and the proposed, attempted or actual implementation of this Deed and the Transaction.

15.3

**Other Conveyance Taxes**

- (a) Except as otherwise provided in this Deed, Iron Mountain and Recall must cooperate in the preparation, execution and filing of all Tax Returns, questionnaires, applications or other documents regarding any real property transfer or gains, sales, use, transfer, any transfer, recording, registration and other fees or any similar Taxes which become payable in connection with the Transaction contemplated by this Deed that are required or permitted to be filed on or before the Effective Date.
- (b) Iron Mountain and Recall must pay on behalf of those persons holding Iron Mountain Shares and Recall Shares, respectively, immediately prior to the Effective Date any real estate transfer Taxes payable by such persons in connection with the Scheme.

**16 GST**

- (a) Any consideration or amount payable under this Deed, including any non-monetary consideration (as reduced in accordance with clause 16(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this Deed, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.

(c)

The Additional Amount payable under clause 16(b) is payable at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice. However, the Additional Amount is only payable on receipt of a valid Tax Invoice.

A-57

---

Table of Contents

- (d) If for any reason (including the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 16(b):
- (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
  - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
  - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within 7 days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.
- (e) Despite any other provision in this Deed if an amount payable under or in connection with this Deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (*Amount Incurred*), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.
- (g) Any term starting with a capital letter that is not defined in this Deed has the same meaning as the term has in the A New Tax System (Goods & Services Tax) Act 1999 (Cth).

**17 General**

**17.1**

**No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this Deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.
- (b) Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Deed.

**17.2**

**No merger**

The rights and obligations of the parties do not merge on completion of the Transaction. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Transaction.

Table of Contents

17.3

**Consents**

Any consent referred to in, or required under, this Deed from any party may not be unreasonably withheld, unless this Deed expressly provides for that consent to be given in that party's absolute discretion.

17.4

**Notices**

Any communication under or in connection with this Deed:

(a) must be in legible writing;

(b) must be in English; and

(c) must be addressed as shown below:

(i)  
Recall Holdings Limited  
697 Gardeners Road  
Alexandria  
Sydney, NSW  
Attention: Barry Medintz, General Counsel  
Email: Barry.Medintz@recall.com

Copy to: Allens  
Level 28, Deutsche Bank Place  
Corner of Hunter & Phillip Streets  
Sydney NSW 2000  
Australia  
Attention: Vijay Cugati, Partner/Guy Alexander, Partner  
Email: Vijay.Cugati@allens.com.au / Guy.Alexander@allens.com.au

Copy to: Sidley Austin LLP  
One South Dearborn Street  
Chicago, Illinois 60603  
Attention: Paul L. Choi; Michael P. Heinz  
Fax: (312) 853-7036  
Email: pchoi@sidley.com; mheinz@sidley.com

(ii)  
Iron Mountain Incorporated  
One Federal Street  
Boston, Massachusetts, 02110  
Attention: Ernest W. Cloutier  
email: ernest.cloutier@ironmountain.com

Copy to: Minter Ellison  
Governor Macquarie Tower, 1 Farrer Place  
Sydney NSW 2000  
Australia  
Attention: Costas Condoleon  
Fax: 61 2 9921 8174

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Copy to: Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Michael J. Aiello  
Fax: 212-310-8007

A-59

---

Table of Contents

(or as otherwise notified by that party to the other party from time to time);

- (d) must be signed by the party making the communication or by a person duly authorised by that party;
- (e) must be delivered or sent by email to the email address, of the addressee, in accordance with clause 17.4(b); and
- (f) is regarded as received by the addressee:
  - (i) if emailed, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee), unless it is not a Business Day in the place of receipt, or is after 5pm on a Business Day in the place of receipt, when that communication will be regarded as received at 9am on the next Business Day in the place of receipt; and
  - (ii) if delivered by hand, on delivery at the address of the addressee as provided in clause 17.4(b), unless delivery is not made on a Business Day, or after 5pm on a Business Day, when that communication will be regarded as received at 9am on the next Business Day.

**17.5**

**Governing law and jurisdiction**

- (a) This Deed is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from those courts.

**17.6**

**Waivers**

- (a) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver or consent given by any party under this Deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this Deed operates as a waiver of another breach of that term or of a breach of any other term of this Deed.

**17.7**

**Variation**

This Deed may only be varied by a document signed by or on behalf of each of the parties.

**17.8**

**Assignment**

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this Deed without the prior written consent of the other party.

A-60

---

Table of Contents

**17.9**

**Third party beneficiary**

- (a) This Deed will inure to the benefit of (i) the Iron Mountain Indemnified Parties and the Recall Indemnified Parties, to the extent expressly set forth in clauses 6.3, 9.1, 9.2, 10.1, 10.2 and 13.7 and (ii) the existing Recall directors appointed to the Iron Mountain Board under clause 6.1, each of whom shall be an express, intended third party beneficiary of and shall be entitled to rely upon, and enforce the terms of, clause 6.1; and
- (b) Recall receives and holds the benefit of Iron Mountain's obligations under this Deed both for itself and as trustee for Recall Shareholders from time to time, such that Recall may recover damages against Iron Mountain for any breach of this Deed on its own behalf and on behalf of Recall Shareholders from time to time.

**17.10**

**Further action**

Each party will do all things and execute all further documents necessary to give full effect to this Deed.

**17.11**

**Entire Agreement**

This Deed supersedes all previous agreements, understandings, negotiations or deeds (other than the Confidentiality Agreement) in respect of its subject matter and embodies the entire Deed between the parties. No other written instruments between the parties shall be considered binding and part of this Deed, including electronic correspondence, unless such additional written instruments are properly approved in writing by authorized Representatives of the parties and incorporated into this Deed as an amendment hereto.

**17.12**

**Counterparts**

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.



Table of Contents

**Schedule 1**

**Iron Mountain Representations and Warranties**

Iron Mountain represents and warrants to Recall (in its own right and separately as trustee or nominee for each of the other Recall Indemnified Parties) that, except as Fairly Disclosed in the Iron Mountain Disclosure Letter or in the Iron Mountain Reporting Documents prior to the date of this Deed:

- (a) **Validly existing:** it is a validly existing corporation under the laws of the State of Delaware;
- (b) **Authority:** the execution and delivery of this Deed has been properly authorised by all necessary corporate action of Iron Mountain;
- (c) **Iron Mountain Sub:** Iron Mountain Sub will be a wholly owned subsidiary of Iron Mountain;
- (d) **Power:** it has full corporate power and lawful authority to execute, deliver and perform this Deed;
- (e) **Deed binding:** this Deed is a valid and binding obligation on Iron Mountain enforceable in accordance with its terms, subject to laws generally affecting creditors' rights and principles of equity;
- (f) **No default:** this Deed does not (i) conflict with or result in the breach of or a default under Iron Mountain's certificate of incorporation and bylaws or other constituent documents, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a material benefit under, or (ii) give rise to any obligation of a member of the Iron Mountain Group to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any liens upon any of the properties or assets of any member of the Iron Mountain Group under any material term or provision of any material agreement or any Order, law, rule or regulation to which it or any member of the Iron Mountain Group is party or by which it or any such member is bound, except, in the case of the foregoing clause (ii), as would not reasonably be expected to have an Iron Mountain Material Adverse Change;
- (g) **New Iron Mountain Shares:** the New Iron Mountain Shares to be issued in accordance with clause 4 and the terms of the Scheme will be duly authorised and validly issued, fully paid and non-assessable and free of all security interests and third party rights and will rank equally with all other Iron Mountain Shares then on issue;
- (h) **Capital structure:** Iron Mountain's authorised share capital consists of 400,000,000 shares of common stock and 10,000,000 shares of preferred stock, of which as of June 3, 2015, the shares of common stock listed in Schedule 4 were issued and outstanding and no shares of preferred stock were issued and outstanding. Except as set forth in the preceding sentence as of the date of this Deed, Iron Mountain has not issued any other securities, options or instruments which are still outstanding and may convert into Iron Mountain Shares other than as set out in Schedule 4. As of the date of this Deed, no member of the Iron Mountain Group has any plans, commitments, agreements, arrangements, intentions or understandings, whether written or oral, with respect to a potential private placement or public offering of Iron Mountain Shares or any other potential Iron Mountain equity financing other than an Event Driven Equity Financing;
- (i) **Continuous disclosure:** Iron Mountain has complied in all material respects with its continuous disclosure requirements under applicable United States securities laws and has not filed any confidential material change reports with any securities regulatory authorities and none of its disclosure documents publicly filed on EDGAR, as of the date of their respective

Table of Contents

filing, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to prevent the statement made from being false or misleading in the circumstances in which it was made;

- (j) **Restrictions on business activities:** there is no agreement or Order binding on Iron Mountain or any of its subsidiaries that has or would reasonably be likely to have the effect of materially prohibiting, materially restricting or materially impairing, after the Implementation Date, the business of the Iron Mountain Group taken as a whole;
- (k) **Litigation:** as of the date of this Deed:
  - (i) there are no Actions commenced or pending or, to the knowledge of Iron Mountain, threatened against Iron Mountain or any of its subsidiaries, except as would not reasonably be expected to have an Iron Mountain Material Adverse Change; and
  - (ii) neither Iron Mountain nor any of its subsidiaries nor the respective assets, properties or business of Iron Mountain or any of its subsidiaries is subject to any Order except as would not reasonably be expected to have an Iron Mountain Material Adverse Change;
- (l) **Indebtedness:** except as disclosed in the Iron Mountain Reporting Documents, as at the date of this Deed:
  - (i) no Iron Mountain Group Member has incurred or agreed to incur any indebtedness material to the Iron Mountain Group taken as a whole under any bank facility or other similar material arrangement providing financial accommodation of any description (excluding usual terms of trade with customers and suppliers and excluding hedges, swaps and similar arrangements and excluding the proposed refinancing of Iron Mountain's existing Credit Agreement); and
  - (ii) other than the Transaction, no event has occurred which would entitle any person to require the repayment of any material borrowings of the Iron Mountain Group or require any material borrowings of the Iron Mountain Group to be repaid before their due date for any reason;
- (m) **Solvency:** neither Iron Mountain nor any other material member of the Iron Mountain Group is subject to an Iron Mountain Insolvency Event (other than liquidations of non-operating subsidiaries of Iron Mountain or mergers of direct or indirect wholly owned subsidiaries of Iron Mountain in connection with internal entity reorganizations);
- (n) **Filings:**
  - (i) it has filed with the SEC all required material reports, schedules, prospectuses, forms, statements, notices and other documents required to be filed with the SEC (all of those documents being the *Iron Mountain Reporting Documents*) and it is not relying on exceptions under any listing rule or law to withhold any information from public disclosure;
  - (ii) as of its date, each Iron Mountain Reporting Document complied in all material respects with the requirements of any applicable securities laws and regulations and policy statements under any such applicable law;
  - (iii) none of the Iron Mountain Reporting Documents as of the date of their respective filings contained an untrue statement of a material fact or omitted to state a material fact required to be stated in it or necessary to prevent the statement made from being false or misleading in the circumstances in which it has been made; and



Table of Contents

- (iv) the consolidated financial statements of Iron Mountain included in the Iron Mountain Reporting Documents comply as to form in all material respects with all law and accounting requirements applicable to the preparation of financial statements, give a true and fair view of the consolidated financial position of Iron Mountain, have been prepared in accordance with US GAAP at the relevant date and fairly present in all material respect the consolidated financial position of Iron Mountain as of the dates of the relevant financial statements and the consolidated results of its operations and cash flows for the periods then ended;
- (o) **No dealings with Recall Shareholders:** neither it nor any of its Associates has any agreement, arrangement or understanding with any Recall Shareholder under which that Recall Shareholder (or an Associate of that Recall Shareholder) would be entitled to receive consideration for their Recall Shares different from the Scheme Consideration or under which the Recall Shareholder agrees to vote in favour of the Scheme or against any Recall Competing Transaction;
- (p) **No interests in Recall Shares:** neither it nor any of its Associates have any relevant interest (as defined in the Corporations Act) in any Recall Shares;
- (q) **Sufficient Cash Reserves:** by 8am on the Second Court Date, Iron Mountain will have available to it on an unconditional basis (other than conditions relating to the approval of the Court and other conditions within the control of Iron Mountain) sufficient cash reserves to satisfy Iron Mountain's obligations to pay the cash component of the Scheme Consideration in accordance with its obligations under this Deed, the Scheme and the Deed Poll;
- (r) **Taxes:**
- (i) all income Tax Returns and all other material Tax Returns required to be filed by Iron Mountain and its subsidiaries, have been timely filed;
- (ii) all such Tax Returns are or will be true, complete and correct in all material respects;
- (iii) all Taxes shown as due and payable on such Tax Returns, and all material amounts of Taxes (whether or not reflected on such Tax Returns) required to have been paid by Iron Mountain and its subsidiaries have been paid or appropriate reserves have been recorded in the financial statements of Iron Mountain;
- (iv) Neither Iron Mountain nor any of its subsidiaries (i) is currently the subject of a material Tax audit or examination or other administrative or judicial proceeding arising therefrom, and to Iron Mountain's knowledge, no such audit, examination or proceeding is threatened or contemplated, or (ii) has received from any taxing authority any written notice of a material proposed adjustment, deficiency or underpayment of Taxes which has not been satisfied by payment or been withdrawn;
- (v) Iron Mountain and its subsidiaries have duly and timely withheld all material amounts of Taxes required to be withheld and such withheld Taxes have been either duly and timely paid to the proper Taxing Authority or properly set aside in accounts for such purpose and will be duly and timely paid to the proper Taxing Authority; and
- (vi) Iron Mountain's assets, income and manner of operations in 2014 enable Iron Mountain to validly elect, effective as of January 1, 2014, to be treated as a real estate investment trust within the meaning of Section 856 of the Code, and, as of the date hereof, Iron Mountain intends to make such election;
- (s) **No Undisclosed Liabilities:** no member of the Iron Mountain Group has any indebtedness or liabilities required under US GAAP to be reflected on a balance sheet or the notes thereto,



Table of Contents

other than those (i) specifically reflected in, fully reserved against or otherwise described in the Iron Mountain Reporting Documents or the notes thereto, (ii) incurred in the ordinary course of business consistent with past practice since such date, (iii) incurred under this Deed or in connection with the Transactions, or (iv) that would not reasonably be expected to have an Iron Mountain Material Adverse Change.

(t)

**No Iron Mountain Material Adverse Change or Iron Mountain Prescribed Occurrence:** since 31 December 2014 through the date of this Deed, there has not been an Iron Mountain Material Adverse Change or Iron Mountain Prescribed Occurrence and no Iron Mountain Material Adverse Change or Iron Mountain Prescribed Occurrence has been discovered, and the Iron Mountain Group has conducted its business in the ordinary and usual course of business consistent with past practice.

(u)

**Compliance with law:** each member of the Iron Mountain Group is, and at all times in the three years prior to the date of this Deed has been, in compliance with all laws applicable to its business, operations or assets, including all laws with respect to privacy, data protection, export and the collection and use of personal information, anti-spam and similar consumer protection laws, except as would not reasonably be expected to have an Iron Mountain Material Adverse Change. As of the date of this Deed, no member of the Iron Mountain Group has received any written or, to Iron Mountain's knowledge, other notice of or been charged with the violation of any laws, except as would not reasonably be expected to have an Iron Mountain Material Adverse Change. As of the date of this Deed, to Iron Mountain's knowledge, no member of the Iron Mountain Group is under investigation with respect to the violation of any laws and, to Iron Mountain's knowledge, no member of the Iron Mountain Group has received any written notice or communication of any such violation that has not been cured as of the date of this Deed, except as would not reasonably be expected to have an Iron Mountain Material Adverse Change.

(v)

**Permits:** except as would not reasonably be expected to have an Iron Mountain Material Adverse Change, the Iron Mountain Group holds all material licenses, franchises, permits, certificates, approvals or other similar authorizations issued by applicable Governmental Agencies necessary for the lawful conduct of its businesses as presently conducted as of the date of this Deed, and, to Iron Mountain's knowledge, such licenses, franchises, permits, certificates, approvals or other similar authorizations are valid and in full force and effect, no member of the Iron Mountain Group is in default thereunder, and none of such licenses, franchises, permits, certificates, approvals or other similar authorizations will be terminated or materially adversely modified pursuant to their terms or applicable law as a result of the Transactions.

(w)

**Intellectual property:** the Iron Mountain Group owns all right, title and interest in all material registrations and applications for intellectual property owned or purported to be owned by the Iron Mountain Group, and is the sole and exclusive owner of, or has valid and continuing rights to use, all other intellectual property and technology used in the conduct of the business of the Iron Mountain Group as currently conducted as of the date of this Deed and as proposed by the Iron Mountain Group as of the date of this Deed to be conducted in the future. The Iron Mountain Group's material intellectual property rights are valid, enforceable and subsisting. The intellectual property and technology rights of the Iron Mountain Group are free and clear of all liens and include all of the material intellectual property and technology rights necessary and sufficient to enable Iron Mountain to conduct the business of the Iron Mountain Group as currently being conducted as of the date of this Deed and as proposed by the Iron Mountain Group as of the date of this Deed to be conducted in the future. To Iron Mountain's knowledge, the business of the Iron Mountain Group as currently conducted does not materially infringe, constitute an unauthorized use of, misappropriate or

Table of Contents

otherwise materially violate any intellectual property or other similar right of any person. No member of the Iron Mountain Group is the subject of any pending or, to Iron Mountain's knowledge, threatened in writing legal proceedings which involve a material claim of the foregoing or challenge the ownership, use, validity or enforceability of any material intellectual property owned, purported to be owned or exclusively licensed by any member of the Iron Mountain Group. The Iron Mountain Group has taken reasonably adequate security measures to protect the secrecy, confidentiality and value of all material trade secrets and any other material non-public, proprietary information, which measures are commercially reasonable in the industry in which the Iron Mountain Group operates.

(x)

**Asset control:** except for those matters that have not had or would not reasonably be expected to have an Iron Mountain Material Adverse Change, all the material tangible assets listed in the Iron Mountain Reporting Documents are (i) fully paid for, (ii) either the absolute property of a member of the Iron Mountain Group free and clear of all material encumbrances or used by an Iron Mountain Group Member under a contract under which it is entitled to use the assets on the terms and conditions of such contract, (iii) not the subject of a security interest (as defined in the Personal Property Securities Act 2009 (Cth)) which has been perfected by the secured party possessing or controlling the personal property, (iv) not the subject of any lease or hire purchase agreement or agreement for purchase on deferred terms, other than in the ordinary course of business, (v) in the possession of an Iron Mountain Group Member, its agent or nominee, or (vi) not the subject of any agreements or arrangements to dispose or not to dispose or that otherwise restrict their use or disposal, except as provided for, or taken into account in the preparation of, the Iron Mountain Reporting Documents;

(y)

**Contracts:** except as would not reasonably be expected to have an Iron Mountain Material Adverse Change, each of the material contracts to which a member of the Iron Mountain Group is party as of the date hereof (i) is in full force and effect and is the legal, valid and binding obligation of such member of the Iron Mountain Group and, to the knowledge of Iron Mountain, the other parties thereto, (ii) is enforceable against a member of the Iron Mountain Group and, to the knowledge of Iron Mountain, the other parties thereto in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally and by equitable principles and, (iii) upon consummation of the transactions contemplated by this Deed, shall continue in full force and effect. No member of the Iron Mountain Group is in default under any material contract to which it is a party, and, to the knowledge of Iron Mountain, no event has occurred that with the lapse of time or the giving of notice or both would constitute a breach or default by a member of the Iron Mountain Group or, to the knowledge of Iron Mountain, any other party thereunder, except as would not reasonably be expected to have an Iron Mountain Material Adverse Change. As of the date of this Deed, no party to any of the material contracts to which a member of the Iron Mountain Group is party has exercised any termination rights with respect thereto, except as would not reasonably be expected to have an Iron Mountain Material Adverse Change;

(z)

**Customers and suppliers:** since 31 December 2014 through the date of this Deed, (A) none of the top 25 customers by revenue for calendar year 2014 (each an *IRM Key Customer*) or top 5 suppliers by purchases for calendar year 2014 (each an *IRM Key Supplier*) of the Iron Mountain Group has terminated (or has notified a member of the Iron Mountain Group in writing of its intention to terminate) its relationship with a member of the Iron Mountain Group, (B) none of the IRM Key Customers has materially reduced the pricing terms of its business with the Iron Mountain Group (or has notified a member of the Iron Mountain

Table of Contents

Group in writing of its intention to materially reduce the pricing terms of its business with the Iron Mountain Group), and (C) none of the IRM Key Suppliers has materially increased the pricing terms of its business with the Iron Mountain Group (or has notified a member of the Iron Mountain Group in writing of its intention to materially increase the pricing terms of its business with the Iron Mountain Group);

(aa)

**Leases:** except as would not reasonably be expected to have an Iron Mountain Material Adverse Change, as of the date hereof, each member of the Iron Mountain Group has valid, binding and enforceable leasehold interests under each material real property lease, free and clear of all liens. Each of the material real property leases of the members of the Iron Mountain Group is in full force and effect, except where the failure to be in effect would not be an Iron Mountain Material Adverse Change. No member of the Iron Mountain Group is in default under any material real property lease, and, to the knowledge of Iron Mountain, no event has occurred and no circumstance exists which, if not remedied by a member of the Iron Mountain Group, as the case may be, and whether with or without notice or the passage of time or both, would result in such a default, except as would not reasonably be expected to have an Iron Mountain Material Adverse Change. As of the date of this Deed, no member of the Iron Mountain Group has received any written notice, or given any written notice, of any material default or event that with notice or lapse of time, or both, would constitute a default by a member of the Iron Mountain Group under a material real property lease to which a member of the Iron Mountain Group is a party, and no party to any material real property lease to which a member of the Iron Mountain Group is party has exercised any termination rights with respect thereto, except, in each case, where such default or defaults would not reasonably be expected to have an Iron Mountain Material Adverse Change;

(bb)

**Environmental:** except as would not reasonably be expected to have an Iron Mountain Material Adverse Change, there is no contamination affecting any of the real property occupied by Iron Mountain Group Members that would reasonably be likely to, give rise to any material liability for any Iron Mountain Group Member under or arising from any act or omission of an Iron Mountain Group Member that is a breach of or inconsistent with its obligations under, any statute or common law relating to the environment and, to Iron Mountain's knowledge, no contamination exists on any of the real properties occupied by Iron Mountain Group Members and no contamination has migrated from any real properties operated by Iron Mountain Group Member that would reasonably be likely to give rise to any material liability for any Iron Mountain Group Member;

(cc)

**Employees:** each Iron Mountain Group Member materially complies with all obligations under employment and industrial laws, employment contracts, industrial agreements and awards and with all codes of conduct and practice relevant to conditions of service and to the relations between it and the employees employed by it, except as would not reasonably be expected to have an Iron Mountain Material Adverse Change. No Iron Mountain Group Member is a party to any workplace agreement with a trade union or industrial organisation, group of employees or individual employees in respect of the employees of the Iron Mountain Group and their employment and no industrial awards or workplace agreements apply to any employees of an Iron Mountain Group Member. As of the date of this Deed, no Iron Mountain Group Member has been involved in any material employment or industrial law-related proceedings or material dispute with any union or employee at any time within the 6 months preceding the date of this Deed that would reasonably be likely to give rise to any material liability for any Iron Mountain Group Member and Iron Mountain has no knowledge of any circumstances that would reasonably be likely to give rise to any such industrial dispute or negotiation. No Iron Mountain Group Member is a party to any written employment or



Table of Contents

service agreement with any executive officer of Iron Mountain other than those agreements identified in the Iron Mountain Disclosure Letter;

(dd)

**Employee benefit plans:** Iron Mountain has made available to Recall a true and complete copy of each material written employee benefit plan as of the date of this Deed, including any change in control, severance, transaction, sale bonus and individual employment agreement, of the Iron Mountain Group (collectively, the *Plans*), and each such Plan has been maintained in compliance with its terms in all material respects and in compliance in all material respects with all applicable laws, except where such non-compliance would not reasonably be expected to have an Iron Mountain Material Adverse Change. As of the date of this Deed, there are no pending or, to the knowledge of Iron Mountain, threatened in writing material claims by or on behalf of any employee benefit plan, by any employee or former employee or beneficiary covered under any such employee benefit plan, or otherwise involving any such employee benefit plan (except for routine claims for benefits). No Plan is a defined benefit pension plan and none of the Iron Mountain Group contributes to a Plan that is a defined benefit "multiemployer plan" (as defined in Section 3(37) of the United States Employee Retirement Income Security Act of 1974, as amended (*ERISA*)). Except as contemplated by this Deed, neither the execution and delivery of this Deed nor the consummation of the transactions contemplated hereby, either alone or in connection with any other event(s), shall (i) entitle any current or former employee, officer, manager, individual independent contractor, director, member of the Iron Mountain Group or any of its Affiliates to material severance pay, unemployment compensation or any other similar material payment, (ii) accelerate in any material respect the time of payment or vesting, or increase in any material respect the amount of compensation due any such employee, officer, manager, individual independent contractor or director, or (iii) result in any material liability on the part of any member of the Iron Mountain Group or any of its Affiliates.

(ee)

**Workers compensation:** each Iron Mountain Group Member (i) has workers compensation insurance in place where required by applicable law, has timely paid its workers compensation insurance and has not, outside the ordinary course of business, experienced a material increase in its workers compensation insurance premium over the 3 year period prior to the date of this Deed and (ii) has not been subject to an external audit by the Workers Compensation Insurance Authority in the 3 year period prior to the date of this Deed, except, in each case, as would not reasonably be expected to have an Iron Mountain Material Adverse Change;

(ff)

**Certain payments:** during the three year period prior to the date of this Deed, no member of the Iron Mountain Group or, to Iron Mountain's knowledge, any of its respective officers, directors, employees, agents or representatives has, directly or indirectly, in connection with the business of the Iron Mountain Group: (i) made, offered or promised to make or offer any unlawful payment, loan or transfer of anything of value to or for the benefit of any government official, candidate for public office, political party or political campaign; (ii) paid, offered or promised to make or offer any bribe, payoff, influence payment, kickback, unlawful rebate, or other similar unlawful payment of any nature; (iii) made, offered or promised to make or offer any unlawful contributions, gifts, entertainment or other unlawful expenditures; (iv) established or maintained any unlawful fund of corporate monies or other properties; (v) created or caused the creation of any false or inaccurate books and records of the Iron Mountain Group or any of its members related to any of the foregoing; or (vi) otherwise violated any provision of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-1, et seq., the UK Bribery Act of 2010, or any other applicable anti-corruption or anti-bribery law;

Table of Contents

(gg)

**Insurance:** except as would not reasonably be expected to have an Iron Mountain Material Adverse Change: (i) each member of the Iron Mountain Group maintains insurance in such amounts and against accident, physical loss or damage, third party liability (including general liability and professional negligence) and all other normal risks incident to the operation of the business of the Iron Mountain Group in accordance with industry practices or as required by law (**Insurance**), (ii) each Insurance is currently in full force and effect and all applicable premiums have been paid, (iii) so far as Iron Mountain is aware, nothing has been done or omitted to be done which would make any Insurance void or voidable or which would permit an insurer to cancel the policy (iv) the Iron Mountain Group is in compliance in all material respects with all current insurance policies covering the Iron Mountain Group, and (v) as of the date of this Deed, no written notice of cancellation, termination or revocation of an insurance policy has been received by a member of the Iron Mountain Group that remains outstanding;

(hh)

**Information technology:** the information technology and telecommunications systems, hardware and software owned or used by the Iron Mountain Group Members in the conduct of their business (**Systems**) as at the date of this Deed comprise all the material information technology and telecommunications systems, hardware and software reasonably necessary for the conduct of the Iron Mountain Group's business. All material Systems and software comprised in the Systems are either owned or validly licensed for use by, and are under the control of, an Iron Mountain Group Member.

(ii)

**Finders' fees:** no broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's, investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Deed based upon arrangements made by or on behalf of any member of the Iron Mountain Group.

(jj)

**Opinion of Financial Advisor:** The Iron Mountain Board has received the opinion of Goldman, Sachs & Co., to the effect that, as of the date of such opinion and subject to the limitations, qualifications and assumptions set forth therein, the (i) (A) 0.1722 of a New Iron Mountain Share or the 0.1722 of a New Iron Mountain CDI and (B) the Australian dollar equivalent of US\$0.50, and (ii) the Australian dollar equivalent of US\$0.50 and the \$8.50 (less the Australian dollar equivalent of US\$0.50) in cash, taken in the aggregate, to be paid by Iron Mountain Sub for the Recall Shares pursuant to this Deed is fair from a financial point of view to Iron Mountain

Table of Contents

**Schedule 2**

**Recall Representations and Warranties**

Recall represents and warrants to Iron Mountain (in its own right and separately as trustee or nominee for each of the other Iron Mountain Indemnified Parties) that, except as Fairly Disclosed in the Recall Disclosure Letter or in the Recall Reporting Documents prior to the date of this Deed:

- (a) **Validly existing:** it is a validly existing corporation registered under the laws of its place of incorporation;
- (b) **Authority:** the execution and delivery of this Deed has been properly authorised by all necessary corporate action of Recall;
- (c) **Power:** it has full corporate power and lawful authority to execute, deliver and perform this Deed;
- (d) **Deed binding:** this Deed is a valid and binding obligation on Recall enforceable in accordance with its terms, subject to laws generally affecting creditors' rights and principles of equity;
- (e) **No default:** the Transaction does not (i) conflict with or result in the breach of or a default under the Recall Constitution or other constituent documents, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a material benefit under, or (ii) give rise to any obligation of a member of the Recall Group to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any liens upon any of the properties or assets of any member of the Recall Group under any material term or provision of any material agreement or any Order, law, rule or regulation to which it or any member of the Recall Group is party or by which it or any such member is bound, except, in the case of the foregoing clause (ii), as would not reasonably be expected to have a Recall Material Adverse Change;
- (f) **Capital structure:** Recall's capital structure, including all issued securities as of June 5, 2015, is as set out in Schedule 5 and it has not issued or agreed to issue any other securities, options, warrants, rights or instruments which are still outstanding and may convert into Recall Shares other than as set out in Schedule 5. Except as set forth in the preceding sentence, as of June 5, 2015, Recall has not issued any other securities, options or instruments which are still outstanding and may convert into Recall Shares other than as set out in Schedule 5;
- (g) **Continuous disclosure:** Recall has complied in all material respects with its continuous disclosure obligations under ASX Listing Rule 3.1 and, other than in relation to this Transaction, it is not relying on the carve-out in Listing Rule 3.1 to withhold any material information from public disclosure;
- (h) **Restrictions on business activities:** there is no agreement or Order binding on Recall or any of its subsidiaries that has or would reasonably be likely to have the effect of materially prohibiting, materially restricting or materially impairing after the Implementation Date any business of the Recall Group;
- (i) **Litigation:** as of the date of this Deed:
  - (i) there are no Actions commenced or pending or, to the knowledge of Recall, threatened against Recall or any of its subsidiaries, except as would not reasonably be expected to have a Recall Material Adverse Change; and

Table of Contents

- (ii) neither Recall nor any of its subsidiaries nor the respective assets, properties or business of Recall or any of its subsidiaries is subject to any Order except as would not reasonably be expected to have a Recall Material Adverse Change;
- (j) **Indebtedness:** as at the date of this Deed:
  - (i) no Recall Group Member has incurred or agreed to incur any indebtedness material to the Recall Group as a whole under any bank facility or other similar material arrangement providing financial accommodation of any description (excluding usual terms of trade with customers and suppliers and excluding hedges, swaps and similar arrangements and excluding any such indebtedness, arrangement or financial accommodation (irrespective of what form that accommodation takes) to or among members of the Recall Group); and
  - (ii) other than the Transaction, no event has occurred which would entitle any person to require the repayment of any material borrowings of the Recall Group or require any material borrowings of the Recall Group to be repaid before their due date for any reason;
- (k) **Solvency:** neither Recall nor any other material member of the Recall Group is subject to an Insolvency Event;
- (l) **Filings:**
  - (i) it has filed with ASIC and the ASX all required material reports, schedules, prospectuses, forms, statements, notices and other documents required to be filed with ASIC and the ASX, including any notices required to be filed by Listing Rule 3.1 (all of those documents being the **Recall Reporting Documents**);
  - (ii) as of its date, each Recall Reporting Document complied in all material respects with the requirements of the Corporations Act and the Listing Rules and all rules, regulations and policy statements under the Corporations Act and the Listing Rules;
  - (iii) none of the Recall Reporting Documents as of the date of their respective filings contained an untrue statement of a material fact or omitted to state a material fact required to be stated in it or necessary to prevent the statement made from being false or misleading in the circumstances in which it has been made; and
  - (iv) the consolidated financial statements of Recall included in the Recall Reporting Documents comply as to form in all material respects with the Corporations Act and all applicable accounting requirements applicable to the preparation of financial statements give a true and fair view of the consolidated financial position of Recall, have been prepared in accordance with AIFRS as applicable at the relevant date and fairly present in all material respect the consolidated financial position of Recall as of the dates of the relevant financial statements and the consolidated results of its operations and cash flows for the periods then ended;
- (m) **Taxes:**
  - (i) all income Tax Returns and all other material Tax Returns required to be filed by Recall and its subsidiaries, have been timely filed;
  - (ii) all such Tax Returns are or will be true, complete and correct in all material respects;
  - (iii)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

all Taxes shown as due and payable on such Tax Returns, and all material amounts of Taxes (whether or not reflected on such Tax Returns) required to have been paid by

A-71

---

Table of Contents

Recall and its subsidiaries have been paid or appropriate reserves have been recorded in the financial statements of Recall;

(iv)

Neither Recall nor any of its subsidiaries (i) is currently the subject of a material Tax audit or examination or other administrative or judicial proceeding arising therefrom, and to Recall's knowledge, no such audit, examination or proceeding is threatened or contemplated, or (ii) has received from any taxing authority any written notice of a material proposed adjustment, deficiency or underpayment of Taxes which has not been satisfied by payment or been withdrawn;

(v)

Recall and its subsidiaries have duly and timely withheld all material amounts of Taxes required to be withheld and such withheld Taxes have been either duly and timely paid to the proper Taxing Authority or properly set aside in accounts for such purpose and will be duly and timely paid to the proper Taxing Authority; and

(vi)

no subsidiary of Recall has made an election under Treasury Regulations Section 301.7701-3 during the period subsequent to the consummation of the demerger contemplated by the Demerger Deed until the date hereof.

(n)

**No Undisclosed Liabilities:** no member of the Recall Group has any indebtedness or liabilities required under generally accepted Australian accounting principles or US GAAP to be reflected on a balance sheet or the notes thereto, other than those (i) specifically reflected in, fully reserved against or otherwise described in the Recall Reporting Documents or the notes thereto, (ii) incurred in the ordinary course of business consistent with past practice since such date, (iii) incurred under this Deed or in connection with the Transactions, or (iv) that would not reasonably be expected to have Recall Material Adverse Change.

(o)

**No Recall Material Adverse Change or Recall Prescribed Occurrence:** since 31 December 2014 through the date of this Deed, there has not been a Recall Material Adverse Change or Recall Prescribed Occurrence and no Recall Material Adverse Change or Recall Prescribed Occurrence has been discovered, and the Recall Group has conducted its business in the ordinary and usual course of business consistent with past practice. Since 31 December 2014 through the date of this Deed, the Recall Group has not taken any action that, if taken from the date of this Deed through 8am on the Second Court Date, would constitute a breach of clause 7.1.

(p)

**Compliance with law:** each member of the Recall Group is, and at all times in the three years prior to the date of this Deed has been, in compliance with all laws applicable to its business, operations or assets, including all laws with respect to privacy, data protection, export and the collection and use of personal information, anti-spam and similar consumer protection laws, except as would not reasonably be expected to have a Recall Material Adverse Change. As of the date of this Deed, no member of the Recall Group has received any written or, to Recall's knowledge, other notice of or been charged with the violation of any laws, except as would not reasonably be expected to have a Recall Material Adverse Change. As of the date of this Deed, to Recall's knowledge, no member of the Recall Group is under investigation with respect to the violation of any laws and, to Recall's knowledge, no member of the Recall Group has received any written notice or communication of any such violation that has not been cured as of the date of this Deed, except as would not reasonably be expected to have a Recall Material Adverse Change.

(q)

**Permits:** except as would not reasonably be expected to have a Recall Material Adverse Change, the Recall Group holds all material licenses, franchises, permits, certificates, approvals or other similar authorizations issued by applicable Governmental Agencies necessary for the lawful conduct of its businesses as presently conducted as of the date of this

Table of Contents

Deed, and, to Recall's knowledge, such licenses, franchises, permits, certificates, approvals or other similar authorizations are valid and in full force and effect, no member of the Recall Group is in default thereunder, and none of such licenses, franchises, permits, certificates, approvals or other similar authorizations will be terminated or materially adversely modified pursuant to their terms or applicable law as a result of the Transactions.

(r)

**Intellectual property:** the Recall Group owns all right, title and interest in all registrations and applications for material intellectual property owned or purported to be owned by the Recall Group, and is the sole and exclusive owner of, or has valid and continuing rights to use, all other intellectual property and technology used in the conduct of the business of the Recall Group as currently conducted as of the date of this Deed and as proposed by the Recall Group as of the date of this Deed to be conducted in the future. The Recall Group's material intellectual property rights are valid, enforceable and subsisting. The intellectual property and technology rights of the Recall Group are free and clear of all liens and include all of the material intellectual property and technology rights necessary and sufficient to enable Recall to conduct the business of the Recall Group as currently being conducted as of the date of this Deed and as proposed by the Recall Group as of the date of this Deed to be conducted in the future. To Recall's knowledge, the business of the Recall Group as currently conducted as of the date of this Deed does not infringe, constitute an unauthorized use of, misappropriate or otherwise violate any material intellectual property or other similar right of any person, except as would not reasonably be expected to have a Recall Material Adverse Change. As of the date of this Deed, no member of the Recall Group is the subject of any pending or, to Recall's knowledge, threatened in writing legal proceedings which involve a material claim of the foregoing or challenge the ownership, use, validity or enforceability of any material intellectual property owned, purported to be owned or exclusively licensed by any member of the Recall Group. The Recall Group has taken reasonably adequate security measures to protect the secrecy, confidentiality and value of all material trade secrets and any material other non-public, proprietary information, which measures are commercially reasonable in the industry in which the Recall Group operates.

(s)

**Asset control:** except for those matters that have not had or would not reasonably be expected to have a Recall Material Adverse Change, all the material tangible assets listed in the Recall Reporting Documents are (i) fully paid for, (ii) either the absolute property of a member of the Recall Group free and clear of all material encumbrances or used by a Recall Group Member under a contract under which it is entitled to use the assets on the terms and conditions of such contract, (iii) except as disclosed in the Recall Disclosure Letter, not the subject of a security interest (as defined in the Personal Property Securities Act 2009 (Cth)) which has been perfected by the secured party possessing or controlling the personal property, (iv) not the subject of any lease or hire purchase agreement or agreement for purchase on deferred terms, other than in the ordinary course of business, (v) in the possession of a Recall Group Member, its agent or nominee, or (vi) not the subject of any agreements or arrangements to dispose or not to dispose or that otherwise restrict their use or disposal, except as provided for, or taken into account in the preparation of, the Recall Reporting Documents;

(t)

**Contracts:** except as would not reasonably be expected to have a Recall Material Adverse Change, each of the material contracts to which a member of the Recall Group is party as of the date hereof (i) is in full force and effect and is the legal, valid and binding obligation of such member of the Recall Group and, to the knowledge of Recall, the other parties thereto, (ii) is enforceable against a member of the Recall Group and, to the knowledge of Recall, the other parties thereto in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect

Table of Contents

which affect the enforcement of creditors' rights generally and by equitable principles, and (iii) upon consummation of the Transaction, shall continue in full force and effect. No member of the Recall Group is in default under any material contract to which it is a party, and, to the knowledge of Recall, no event has occurred that with the lapse of time or the giving of notice or both would constitute a breach or default by a member of the Recall Group or, to the knowledge of Recall, any other party thereunder, except as would not reasonably be expected to have a Recall Material Adverse Change. As of the date of this Deed, no party to any of the material contracts to which a member of the Recall Group is party has exercised any termination rights with respect thereto, except as would not reasonably be expected to have a Recall Material Adverse Change;

(u)

**Customers and suppliers:** since 30 June 2014 through the date of this Deed, (A) none of the top 25 customers by revenue for calendar year 2014 (each an *Recall Key Customer*) or top 5 suppliers by purchases for calendar year 2014 (each an *Recall Key Supplier*) of the Recall Group as identified in the Recall Disclosure Letter has terminated (or has notified a member of the Recall Group in writing of its intention to terminate) its relationship with a member of the Recall Group, (B) none of the Recall Key Customers has materially reduced the pricing terms of its business with the Recall Group (or has notified a member of the Recall Group in writing of its intention to materially reduce the pricing terms of its business with the Recall Group), and (C) none of the Recall Key Suppliers has materially increased the pricing terms of its business with the Recall Group (or has notified a member of the Recall Group in writing of its intention to materially increase the pricing terms of its business with the Recall Group);

(v)

**Leases:** except as would not reasonably be expected to have a Recall Material Adverse Change, as of the date hereof, each member of the Recall Group has valid, binding and enforceable leasehold interests under each material real property lease, free and clear of all liens. Each of the material real property leases of the members of the Recall Group is in full force and effect, except where the failure to be in effect would not be a Recall Material Adverse Change. No member of the Recall Group is in default under any material real property lease, and, to the knowledge of Recall, no event has occurred and no circumstance exists which, if not remedied by a member of the Recall Group, as the case may be, and whether with or without notice or the passage of time or both, would result in such a default, except as would not reasonably be expected to have a Recall Material Adverse Change. As of the date of this Deed, no member of the Recall Group has received any written notice, or given any written notice, of any material default or event that with notice or lapse of time, or both, would constitute a default by a member of the Recall Group under a material real property lease to which a member of the Recall Group is a party, and no party to any material real property lease to which a member of the Recall Group is party has exercised any termination rights with respect thereto, except, in each case, where such default or defaults would not reasonably be expected to have a Recall Material Adverse Change;

(w)

**Environmental:** except as would not reasonably be expected to have a Recall Material Adverse Change, there is no contamination affecting any of the real property occupied by Recall Group Members that would reasonably be likely to, give rise to any material liability for any Recall Group Member under or arising from any act or omission of a Recall Group Member that is a breach of or inconsistent with its obligations under, any statute or common law relating to the environment and, to Recall's knowledge, no contamination exists on any of the real properties occupied by Recall Group Members and no contamination has migrated from any real properties operated by Recall Group Member that would reasonably be likely to give rise to any material liability for any Recall Group Member;



Table of Contents

(x)

**Employees:** each Recall Group Member materially complies with all obligations under employment and industrial laws, employment contracts, industrial agreements and awards and with all codes of conduct and practice relevant to conditions of service and to the relations between it and the employees employed by it, except as would not reasonably be expected to have a Recall Material Adverse Change. No Recall Group Member is a party to any workplace agreement with a trade union or industrial organisation, group of employees or individual employees in respect of the employees of the Recall Group and their employment and no industrial awards or workplace agreements apply to any employees of a Recall Group Member. As of the date of this Deed, no Recall Group Member has been involved in any material employment or industrial law-related proceedings or material dispute with any union or employee at any time within the 6 months preceding the date of this Deed that would reasonably be likely to give rise to any material liability for any Recall Group Member and Recall has no knowledge of any circumstances that would reasonably be likely to give rise to any such industrial dispute or negotiation. No Recall Group Member is a party to any written employment or service agreement with any officer other than those agreements identified in the Recall Disclosure Letter;

(y)

**Employee benefit plans:** Recall has made available to Iron Mountain a true and complete copy of each material written employee benefit plan as of the date of this Deed, including any change in control, severance, transaction, sale bonus and individual employment agreement, of the Recall Group (collectively, the *Plans*), and each such Plan has been maintained in compliance with its terms in all material respects and in compliance in all material respects with all applicable laws, except where such non-compliance would not reasonably be expected to have a Recall Material Adverse Change. As of the date of this Deed, there are no pending or, to the knowledge of Recall, threatened in writing material claims by or on behalf of any employee benefit plan, by any employee or former employee or beneficiary covered under any such employee benefit plan, or otherwise involving any such employee benefit plan (except for routine claims for benefits). No Plan is a defined benefit pension plan and none of the Recall Group contributes to a Plan that is a "multiemployer plan" (as defined in Section 3(37) of ERISA). Except as contemplated by this Deed, neither the execution and delivery of this Deed nor the consummation of the transactions contemplated hereby, either alone or in connection with any other event(s), shall (i) entitle any current or former employee, officer, manager, individual independent contractor, director, member of the Recall Group or any of its Affiliates to material severance pay, unemployment compensation or any other similar material payment, (ii) accelerate in any material respect the time of payment or vesting, or increase in any material respect the amount of compensation due any such employee, officer, manager, individual independent contractor or director, or (iii) result in any material liability on the part of any member of the Recall Group or any of its Affiliates. Neither the execution and delivery of this Deed nor the consummation of the transactions contemplated hereby, either alone or in connection with any other event(s), shall give rise to any tax gross-up payment from the Recall Group or any of its Affiliates to any person as a result of the imposition of additional taxes under Section 4999 of the Code;

(z)

**Workers compensation:** each Recall Group Member (i) has workers compensation insurance in place where required by applicable law, has timely paid its workers compensation insurance and has not, outside the ordinary course of business, experienced a material increase in its workers compensation insurance premium over the 3 year period prior to the date of this Deed and (ii) has not been subject to an external audit by the Workers Compensation Insurance Authority in the 3 year period prior to the date of this Deed, except, in each case, as would not reasonably be expected to have a Recall Material Adverse Change;

Table of Contents

(aa)

**Certain payments:** for the three year period prior to the date of this Deed, no member of the Recall Group or, to Recall's knowledge, any of its respective officers, directors, employees, agents or representatives has, directly or indirectly, in connection with the business of the Recall Group: (i) made, offered or promised to make or offer any unlawful payment, loan or transfer of anything of value to or for the benefit of any government official, candidate for public office, political party or political campaign; (ii) paid, offered or promised to make or offer any bribe, payoff, influence payment, kickback, unlawful rebate, or other similar unlawful payment of any nature; (iii) made, offered or promised to make or offer any unlawful contributions, gifts, entertainment or other unlawful expenditures; (iv) established or maintained any unlawful fund of corporate monies or other properties; (v) created or caused the creation of any false or inaccurate books and records of the Recall Group or any of its members related to any of the foregoing; or (vi) otherwise violated any provision of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-1, et seq., the UK Bribery Act of 2010, or any other applicable anti-corruption or anti-bribery law;

(bb)

**Insurance:** except as would not reasonably be expected to have a Recall Material Adverse Change: (i) each member of the Recall Group maintains insurance in such amounts and against accident, physical loss or damage, third party liability (including general liability and professional negligence) and all other normal risks incident to the operation of the business of the Recall Group in accordance with industry practices or as required by law (*Insurance*), (ii) each Insurance is currently in full force and effect and all applicable premiums have been paid, (iii) so far as Recall is aware, nothing has been done or omitted to be done which would make any Insurance void or voidable or which would permit an insurer to cancel the policy (iv) the Recall Group is in compliance in all material respects with all current insurance policies covering the Recall Group, and (v) as of the date of this Deed, no written notice of cancellation, termination or revocation of an insurance policy has been received by a member of the Recall Group that remains outstanding;

(cc)

**Information technology:** the information technology and telecommunications systems, hardware and software owned or used by the Recall Group Members in the conduct of their business (*Systems*) as at the date of this Deed comprise all the material information technology and telecommunications systems, hardware and software reasonably necessary for the conduct of the Recall Group's business. All material Systems and software comprised in the Systems are either owned or validly licensed for use by, and are under the control of, a Recall Group Member.

(dd)

**Finders' fees:** no broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's, investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Deed based upon arrangements made by or on behalf of any member of the Recall Group.

Table of Contents

**Schedule 3**

**Competition Approvals**

1	Australia
2	United Kingdom
3	United States

Table of Contents

**Schedule 4**

**Iron Mountain details**

<b>Security</b>	<b>Total number on issue</b>
Iron Mountain Shares	210,669,163.50

<b>Grant Type</b>	<b>QTY Vested</b>	<b>QTY Unvested</b>	<b>QTY Outstanding</b>
Performance Units		451,319	451,319
Restricted Stock Units		1,367,753	1,367,753
Stock Options	2,745,604	1,263,830	4,009,434

A-78

Table of Contents

**Schedule 5**

**Recall details**

Recall Security	Total number on issue as of June 5, 2015
Recall Shares	313,674,711
Recall Performance Rights	7,094,336, with various vesting and expiry dates, of which 2,193,598 are Recall Retention Rights.
Recall Retention Rights	2,193,598

A-79

---

Table of Contents

**Schedule 6**

**Employee and Benefit Matters**

- (a) For each employee of the Recall Group immediately prior to the Implementation Date who continues to be employed from and after the Implementation Date (a *Continuing Employee*), for the period from the Implementation Date and ending on the first anniversary of the Implementation Date (or, if earlier, the date of such Continuing Employee's termination of employment with the Recall Group), the Iron Mountain Group must provide:
- (i) base salary, wages and commission opportunities to each Continuing Employee at a rate that is no less favourable than the rate of base salary, wages or commission opportunities provided to such Continuing Employee immediately prior to the Implementation Date;
  - (ii) participation in an annual bonus program to each Continuing Employee that is not less favourable than the annual bonus opportunity provided to such Continuing Employee immediately prior to the Implementation Date;
  - (iii) severance benefits to each Continuing Employee that are no less favourable than the severance benefits provided to such Continuing Employee immediately prior to the Implementation Date; and
  - (iv) other compensation and benefits (including paid-time off) to each Continuing Employee that are substantially comparable, in the aggregate, to the other compensation and benefits provided to such Continuing Employee immediately prior to the Implementation Date (excluding any retention arrangements implemented in connection with the transactions contemplated by this Deed or on or after the date of this Deed and any equity or equity-based compensation).
- (b) Without limiting the generality of clause (a) above, from and after the Implementation Date, the Iron Mountain Group must assume, honour and continue all of the Recall Group's employment, severance, retention and termination plans, policies, programs, agreements and arrangements (including any change in control or severance agreement between the Recall Group and any Continuing Employee), in each case in accordance with their terms as in effect immediately prior to the Implementation Date, including with respect to any payments, benefits or rights arising as a result of the transactions contemplated by this Deed (either alone or in combination with any other event).
- (c) For all purposes (including for purposes of determining eligibility to participate, level of benefits, vesting, and benefit accruals) under any employee benefit plan, program, policy or arrangement maintained by the Iron Mountain Group, including any vacation, paid time off and severance plans, each Continuing Employee's service with or otherwise credited by the Recall Group shall be treated as service with the Iron Mountain Group; *provided, however*, that such service shall not be recognized to the extent that such recognition would result in any duplication of benefits or for purposes of benefit accruals under any defined benefit pension plan.
- (d) The Iron Mountain Group must waive, or cause to be waived, any pre-existing condition limitations, exclusions, actively at work requirements and waiting periods under any welfare benefit plan maintained by the Iron Mountain Group in which Continuing Employees (and their eligible dependents) will be eligible to participate from and after the Implementation Date, except to the extent that such pre-existing condition limitations, exclusions, actively-at-work requirements and waiting periods would not have been satisfied or waived under the comparable plan maintained by the Recall Group (a *Company Benefit Plan*) immediately prior to the Implementation Date. To the extent permitted by applicable Law, the Iron Mountain Group shall recognize, or cause to be recognized, the dollar amount of all co-payments, deductibles and similar expenses incurred by

Table of Contents

each Continuing Employee (and his or her eligible dependents) during the calendar year in which the Implementation Date occurs for purposes of satisfying such year's deductible, co-payment and out-of-pocket maximum limitations under the relevant welfare benefit plans in which such Continuing Employee (and dependents) will be eligible to participate from and after the Implementation Date.

- (e) Prior to the Implementation Date, the Recall Group may implement a retention plan (the *Retention Plan*) for the benefit of the Recall Group and Continuing Employees, the terms of which are disclosed in the Recall Disclosure Letter.
- (f) This Schedule 6 shall be binding upon and shall inure solely to the benefit of each of the parties to this Deed, and nothing in this Schedule 6, express or implied, is intended to confer upon any other person (including for the avoidance of doubt any current or former directors, officers, employees, contractors or consultants of any of the Recall Group or the Iron Mountain Group) any rights or remedies of any nature whatsoever under or by reason of this Schedule 6.
- (g) Nothing contained in this Schedule 6 shall:
  - (i) be treated as an amendment of any Company Benefit Plan or employee benefit plan of the Recall Group or the Iron Mountain Group, or
  - (ii) obligate either the Recall Group or the Iron Mountain Group to (A) maintain any particular benefit plan, except in accordance with the terms of such plan, or (B) retain the employment of any particular employee.

Table of Contents

**Schedule 7**

**Illustrative Calculation Applying Clause 4.4 Scale Back Mechanism**

**Example 1:**

- 1) Assume that valid Cash Elections are received from Scheme Shareholders in respect of 110,000,000 Recall Shares.
- 2) Assume that the Australian dollar equivalent of US\$0.50 is \$0.65 (at an assumed AUD/USD exchange rate of approximately 0.77). The cash amount payable to Scheme Shareholders in respect of valid Cash Elections for each Scheme Share would therefore be \$7.85 (being \$8.50 less \$0.65).
- 3) The aggregate of the amounts which would otherwise be payable to all validly electing Scheme Shareholders under clause 4.2(b)(ii)(B) would therefore be \$863,500,000 (being 110,000,000 shares multiplied by \$7.85). Because \$863,500,000 exceeds \$225,000,000, by virtue of clause 4.4(a), the scale back provisions would apply.
- 4) Assume that the aggregate of the first 5,000 Recall Shares (or, where a lesser number of Recall Shares is held, that number) held by all validly electing Scheme Shareholders who were on the Recall Share Register as at the date which is 3 trading days on the ASX after the date of the Deed is 10,000,000 Recall Shares. The aggregate of the amounts which would be payable to all those validly electing Scheme Shareholders under clause 4.4(b)(i)(A) would therefore be \$78,500,000 (being 10,000,000 shares multiplied by \$7.85). Because \$78,500,000 is less than \$225,000,000, the proviso to clause 4.4(b)(i)(A) would not apply.
- 5) The tables below show the consideration to be provided under the Scheme for validly electing Scheme Shareholders depending on whether they were on the Recall Share Register as at the date which is 3 trading days on the ASX after the date of the Deed.

**Consideration payable to Scheme Shareholders that were Recall Shareholders as at the date which is 3 trading days on the ASX after the date of this Deed**

Shares held by relevant Scheme Shareholders	Australian dollar equivalent of US\$0.50 Cash		Cash received under Clause 4.4(b)(i)(A)				Cash received under Clause 4.4(b)(i)(B)				Number of Iron Mountain CDIs or shares received under Clause 4.4(c)			
	Cash received under Clause 4.4(b)(i)(A)	Cash received under Clause 4.4(b)(i)(B)	A	B	C	D	X	Y	Z	Z	X	Y	Z	Z
1,000	\$ 650	1,000	\$ 7,850	\$ 225,000,000	\$ 78,500,000	100,000,000	\$ 8,500	\$ 7,850	\$ 7,850	172				
5,000	\$ 3,250	5,000	\$ 39,250	\$ 225,000,000	\$ 78,500,000	100,000,000	\$ 42,500	\$ 39,250	\$ 39,250	861				
10,000	\$ 6,500	5,000	\$ 39,250	\$ 225,000,000	\$ 78,500,000	5,000	\$ 7,325	\$ 53,075	\$ 78,500	46,575	1,722	700		

A-82



Table of Contents

Consideration payable to Scheme Shareholders that were not Recall Shareholders as at the date which is 3 trading days on the ASX after the date of this Deed

Shares held by relevant Scheme Shareholder	Australian dollar equivalent of US\$0.50 Cash	Cash received under Clause 4.4(b)(i)(A)	Cash received under Clause 4.4(b)(ii)				Cash received (A ÷ B) × (C ÷ D)	Total cash received	Number of Iron Mountain CDIs or shares received under Clause 4.4(c)			
			A	B	C	D			X	Y	Z	Iron Mountain CDIs or shares received ((X ÷ Y) ÷ X) × Z
1,000	\$ 650	\$ 225,000,000	\$ 78,500,000	1,000	100,000,000	\$ 1,465	\$ 2,115	\$ 7,850	\$ 1,465	172	140	
5,000	\$ 3,250	\$ 225,000,000	\$ 78,500,000	5,000	100,000,000	\$ 7,325	\$ 10,575	\$ 39,250	\$ 7,325	861	700	
10,000	\$ 6,500	\$ 225,000,000	\$ 78,500,000	10,000	100,000,000	\$ 14,650	\$ 21,150	\$ 78,500	\$ 14,650	1,722	1,401	

A-83

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Table of Contents

**Example 2:**

- 1) Assume that valid Cash Elections are received from Scheme Shareholders in respect of 130,000,000 Recall Shares.
- 2) Assume that the Australian dollar equivalent of US\$0.50 is \$0.65 (at an assumed AUD/USD exchange rate of approximately 0.77). The cash amount payable to Scheme Shareholders in respect of valid Cash Elections for each Scheme Share would therefore be \$7.85 (being \$8.50 less \$0.65).
- 3) The aggregate of the amounts which would be payable to all validly electing Scheme Shareholders under clause 4.2(b)(ii)(B) would therefore be \$1,020,500,000 (being 130,000,000 shares multiplied by \$7.85). Because \$1,020,500,000 exceeds \$225,000,000, by virtue of clause 4.4(a), the scale back provisions would apply.
- 4) Assume that the aggregate of the first 5,000 Recall Shares (or, where a lesser number of Recall Shares is held, that number) held by all validly electing Scheme Shareholders who were on the Recall Share Register as at the date which is 3 trading days on the ASX after the date of the Deed is 30,000,000 Recall Shares. The aggregate of the amounts which would be payable to all validly electing Scheme Shareholders under clause 4.4(b)(i)(A), if not for the proviso to clause 4.4(b)(i)(A) would therefore be \$235,500,000 (being 30,000,000 shares multiplied by \$7.85). Because \$235,500,000 exceeds \$225,000,000, the proviso to clause 4.4(b)(i)(A) would apply.
- 5) Applying that proviso, the relevant number of shares used to calculate entitlements under Clause 4.4(i)(A) would be reduced from 5,000 to the extent required for the aggregate cash payments to equal \$225,000,000 (for example, to 4,500 shares).
- 6) The tables below show the consideration to be provided under the Scheme for validly electing Scheme Shareholders depending on whether they were on the Recall Share Register as at the date which is 3 trading days on the ASX after the date of the Deed.

**Consideration payable to Scheme Shareholders that were Recall Shareholders as at the date which is 3 trading days on the ASX after the date of this Deed**

Shares held by relevant Scheme Shareholder	Australian dollar equivalent of US\$0.50 Cash	Cash received under Clause 4.4(b)(i)(A)	Cash received under Clause 4.4(b)(i)(B)				Number of Iron Mountain CDIs or shares received under Clause 4.4(c)			Iron Mountain CDIs or shares received ((X Y) ÷ X) x Z
			A	B	C	D	X	Y	Z	
1,000	\$ 650	1,000 \$ 7,850	\$ 225,000,000	\$ 225,000,000	500	101,337,580	\$ 8,500	\$ 7,850	\$ 7,850	172
5,000	\$ 3,250	4,500 \$ 35,325	\$ 225,000,000	\$ 225,000,000	500	101,337,580	\$ 38,575	\$ 39,250	\$ 35,325	861
10,000	\$ 6,500	4,500 \$ 35,325	\$ 225,000,000	\$ 225,000,000	5,500	101,337,580	\$ 41,825	\$ 78,500	\$ 35,325	1,722

Table of Contents

**Consideration payable to Scheme Shareholders that were not Recall Shareholders as at the date which is 3 trading days on the ASX after the date of this Deed**

Shares held by relevant Scheme Shareholder	Australian dollar equivalent of US\$0.50 Cash received under Clause 4.4(b)(i)(A)		Cash received under Clause 4.4(b)(ii)				Number of Iron Mountain CDIs or shares received under Clause 4.4(c)			
	Cash received under Clause 4.4(b)(i)(A)	Cash received under Clause 4.4(b)(i)(A)	A	B	C	D	X	Y	Z	Iron Mountain CDIs or shares received ((X Y) ÷ X) x Z
1,000	\$ 650	\$ 650	\$ 225,000,000	\$ 225,000,000	1,000	101,337,580	\$ 650	\$ 7,850	172	172
5,000	\$ 3,250	\$ 3,250	\$ 225,000,000	\$ 225,000,000	5,000	101,337,580	\$ 3,250	\$ 39,250	861	861
10,000	\$ 6,500	\$ 6,500	\$ 225,000,000	\$ 225,000,000	10,000	101,337,580	\$ 6,500	\$ 78,500	1,722	1,722

**Example 3:**

- 1) Assume that valid Cash Elections are received from Scheme Shareholders in respect of 10,000,000 Recall Shares.
- 2) Assume that the Australian dollar equivalent of US\$0.50 is \$0.65 (at an assumed AUD/USD exchange rate of approximately 0.77). The cash amount payable to Scheme Shareholders in respect of valid Cash Elections for each Scheme Share would therefore be \$7.85 (being \$8.50 less \$0.65).
- 3) The aggregate of the amounts which would be payable to all validly electing Scheme Shareholders under clause 4.2(b)(ii)(B) would therefore be \$78,500,000 (being 10,000,000 shares multiplied by \$7.85). Because \$78,500,000 is less than \$225,000,000, by virtue of clause 4.4(a), the scale back provisions would not apply.
- 4) Scheme Shareholders making valid Cash Elections would be entitled to receive cash payments in respect of all of their Recall Shares.

Table of Contents

**Schedule 8**

**Pre-Closing Restructuring**

Recall shall take such actions as shall be necessary or appropriate to cause any direct or indirect subsidiary of Recall identified by Iron Mountain no later than 120 days after the date hereof (each, a *Designated Subsidiary*) to be treated, effective as of the third day prior to the Implementation Date, as a subsidiary of Recall that is treated as an entity disregarded as separate from its owner for U.S. federal income tax purposes (i.e., as a branch of Recall for U.S. federal income tax purposes), including by (i) the making of an election under Treasury Regulations Section 301.7701-3, (ii) the conversion of such Designated Subsidiary into an entity in the same jurisdiction that qualifies as an "eligible entity" within the meaning of Treasury Regulations Section 301.7701-3, (iii) effecting one or a series of distributions of the equity interests in such Designated Subsidiary to Recall or a subsidiary thereof that is disregarded for U.S. federal income tax purposes or (iv) a combination thereof.

Table of Contents

**Schedule 9**

**Form of FIRPTA Certificate**

[Addressee]

[ • ]

[ • ]

A STATEMENT MADE BY  
[Recall Corporation  
One Recall Center  
180 Technology Drive  
Norcross, GA 30092  
EIN: 36-4306177]

[or]

[Recall Finance Americas Inc.  
One Recall Center  
180 Technology Drive  
Norcross, GA 30092  
EIN: 38-3915343]

STATEMENT UNDER TREAS. REG. § 1.897-2

**U.S. Real Property Interest Status of Interests in [Recall Corporation/Recall Finance Americas Inc.]**

In accordance with U.S. Treas Reg. 1.897-2(h)(1), [Recall Corporation/Recall Finance Americas Inc.] has determined that the interests in [Recall Corporation/Recall Finance Americas Inc.] held by [Recall Overseas Holdings Pty Ltd./Recall Corporation] do not constitute a U.S. real property interest as of [ • ], 20[ • ].

Under penalties of perjury, I declare that I have examined this statement and to the best of my knowledge and belief, it is true, correct and complete.

A copy of this statement is concurrently being sent to the IRS with notice required under U.S. Treas. Reg. § 1.897-2(h)(2).

<hr/>	
Name	Date
Title	
Recall Corporation/Recall Finance Americas Inc.]	
	A-87
<hr/>	

Table of Contents

**Schedule 10**

**Communications Materials** see Exhibits 99.1 and 99.2. of the form 8-K filed on June 8, 2015

A-88

---

Table of Contents

**Executed and delivered as a Deed.**

**Executed** as a deed by **Iron Mountain Incorporated:**

/s/ WILLIAM L. MEANEY

/s/ ERNEST W. CLOUTIER

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
William L. Meaney

\_\_\_\_\_  
Ernest W. Cloutier

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** as a deed in accordance with section 127 of the  
*Corporations Act 2001* by **Recall Holdings Limited:**

/s/ DOUG PERTZ

/s/ BARRY MEDINTZ

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Doug Pertz

\_\_\_\_\_  
Barry Medintz

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name  
A-89

Table of Contents**Annexure 1****Indicative Timetable**

<b>Event</b>	<b>Target date</b>
Announcement and signing of scheme implementation deed	8 June 2015
Recall to appoint Independent Expert (and any Independent Accountant)	June 2015
Joint marketing efforts	June 2015 (until Second Court Date)
Iron Mountain to lodge applications with Competition Authorities for all Competition Approvals	June 2015
Iron Mountain to lodge application with FIRB for FIRB approval	June 2015
Iron Mountain to lodge application with the ASX for listing approval	June 2015
Recall to lodge application with the Australian Taxation Office for class ruling	June 2015
Iron Mountain to lodge preliminary Iron Mountain Registration Statement with the SEC and application for quotation of new Iron Mountain Shares with the NYSE	July 2015
Finalise pro forma accounts for merged group following 30 June 2015	August 2015
Iron Mountain to receive comments from the SEC, if any	1 month after preliminary filing of Registration Statement
Iron Mountain to lodge final Iron Mountain Registration Statement with the SEC and application for quotation of new Iron Mountain Shares with the NYSE	September 2015 (approximately 1 month following receipt of SEC comments, if any)
Recall to provide draft Scheme Booklet to ASIC	September 2015
Iron Mountain to despatch Iron Mountain Registration Statement	September 2015
First Court hearing	September 2015
Iron Mountain Shareholder Meeting to obtain the Iron Mountain Shareholder Approval	October 2015
Scheme Meeting	November 2015
Second Court Date	December 2015
Implementation Date	January 2016

## Notes:

1. The parties intend to convene and hold the Iron Mountain Shareholder Meeting and Scheme Meeting even though not all Competition Approvals and other Regulatory Approvals have been obtained by the time of the Iron Mountain Shareholder Meeting and the Scheme Meeting.
2. As per clause 3.4, the Scheme Meeting will be not less than 10 Business Days after the Iron Mountain Shareholder Meeting.
3. All conditions precedent in clause 3.1, including clause 3.1(a)(Regulatory Approvals), are to be satisfied or waived before the Second Court Date.
4. As it is required that the Implementation Date occur within the first 30 days of any given fiscal quarter of Iron Mountain, the timing of the Second Court Date will need to be determined appropriately.



Table of Contents

**Annexure 2**

**Scheme of arrangement**

This scheme of arrangement is made under section 411 of the Corporations Act 2001 (Cth)

**Between the parties**

- 1 Recall Holdings Limited (ABN 27 116 537 832) of 697 Gardeners Road, Alexandria, Sydney, Australia (***Recall***)
- 2 The holders of fully paid ordinary shares in Recall recorded in the Recall Share Register as at the Record Date (***Scheme Shareholders***).

**1 Definitions and interpretation**

**1.1 Definitions**

The meanings of the terms used in this Scheme are set out below.

***ASIC*** means the Australian Securities and Investments Commission.

***ASX*** means ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.

***Business Day*** means a weekday on which trading banks in Sydney and New York are open for trading and the ASX and the NYSE are open for trading.

***Cash Election*** is defined in clause 4.4(a).

***Cash Election Form*** is defined in clause 4.4(a).

***CDN*** means CHESS Depository Nominees Pty Limited ACN 071 346 506.

***CHESS*** means the clearing house electronic sub register system of share transfers operated by ASX Settlement and Transfer Corporation Pty Ltd.

***Corporations Act*** means the *Corporations Act 2001* (Cth).

***Corporations Regulations*** means the *Corporations Regulations 2001* (Cth).

***Court*** means the Federal Court of Australia, Sydney Registry or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Iron Mountain and Recall.

***Deed Poll*** means the deed poll dated [ ] 2015 under which Iron Mountain and Iron Mountain Sub covenant in favour of the Scheme Shareholders to perform their obligations under the Scheme.

***Effective*** means when used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the Court order made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

***Effective Date*** means the date on which the Scheme becomes Effective.

***End Date*** has the meaning given in the Implementation Deed.

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

**Government Agency** means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Implementation Date** means the fourth calendar day after the Record Date, or such other day as the parties agree.

A-91

---

Table of Contents

**Implementation Deed** means the implementation deed dated 8 June 2015 between Recall and Iron Mountain relating to the implementation of the Scheme.

**Ineligible Foreign Shareholder** means a Scheme Shareholder whose address shown in the Recall Share Register is a place which Iron Mountain reasonably determines is a place that it is unlawful or unduly onerous to issue that Scheme Shareholder with New Iron Mountain Shares when the Scheme becomes Effective (provided that a Scheme Shareholder whose address shown in the Recall Share Register is within Australia and its external territories, New Zealand, United Kingdom, Hong Kong, Singapore, Canada or the United States will not be an Ineligible Foreign Shareholder).

**Iron Mountain** means Iron Mountain Incorporated of One Federal Street, Boston, Massachusetts 02110.

**Iron Mountain Group** means Iron Mountain and each of its subsidiaries and a reference to a 'Iron Mountain Group Member' or a 'member of the Iron Mountain Group' is to Iron Mountain or any of its subsidiaries.

**Iron Mountain Register** means the register of shareholders maintained by Iron Mountain or its agent.

**Iron Mountain Sub** means [ ] (ACN [ ]), a wholly owned subsidiary of Iron Mountain.

**New Iron Mountain CDI** means CHESSE Depository Interest, being a unit of beneficial ownership in a new Iron Mountain Share registered in the name of CDN, to be issued under the Scheme.

**New Iron Mountain Share** means a new Iron Mountain Share to be issued under the Scheme.

**Recall Registry** means Link Market Services Limited (ACN 083 214 537).

**Recall Share** means a fully paid ordinary share in Recall.

**Recall Shareholder** means a person who is recorded in the Recall Share Register as the holder of one or more Recall Shares.

**Recall Share Register** means the register of members of Recall maintained in accordance with the Corporations Act.

**Record Date** means 5pm on the fifth Business Day after the Effective Date.

**Sale Agent** means [insert name of Sale Agent appointed in accordance with the Implementation Deed], appointed to sell the New Iron Mountain Shares that are to be issued under clause 4.6(a) of this Scheme.

**Scheme** means this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Recall and Iron Mountain.

**Scheme Booklet** means as defined in the Implementation deed.

**Scheme Consideration** means the consideration to be provided by the Iron Mountain to each Scheme Shareholder for the transfer to Iron Mountain Sub of each Scheme Share, as determined in accordance with clause 4.3.

**Scheme Meeting** means the meeting of Recall Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act.

**Scheme Share** means a Recall Share held by a Scheme Shareholder as at the Record Date.

**Scheme Shareholder** means a holder of fully paid ordinary shares in Recall recorded in the Recall Share Register as at the Record Date.

Table of Contents

**Second Court Date** means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard.

**subsidiary** has the meaning set out in the Corporations Act.

1.2

**Interpretation**

In this Scheme:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this Scheme.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation, limited liability company or other body corporate and any Government Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme and a reference to this Scheme includes any schedule, attachment and exhibit.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them.
- (h) A reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document.
- (i) a reference to 'Australian dollar equivalent' shall mean the amount in Australian dollars based on the mid-point of the buy/sell price quoted in the Australian Financial Review (print edition) on the Record Date (or if it is not published on that day, then the mid-point of the buy/sell price quoted in the Australian Financial Review when it is next published in a print.
- (i) A reference to '\$' or 'dollar' is to Australian currency.
- (j) A reference to 'US\$' is to the lawful currency of the United States of America.
- (k) A reference to any time is a reference to that time in Sydney.
- (l) A term defined in or for the purposes of the Corporations Act has the same meaning when used in this Scheme.
- (m) A reference to a party to a document includes that party's successors and permitted assignees.
- (n)

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

No provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision.

(o)

A reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:

(i)

which ceases to exist; or

(ii)

whose powers or functions are transferred to another body,  
is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

A-93

---

Table of Contents

**1.3**

**Interpretation of inclusive expressions**

Specifying anything in this scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

**1.4**

**Business Day**

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

**2 Preliminary matters**

- (a) Recall is a public company registered in New South Wales, Australia.
- (b) As at 5 June 2015
  - (i) 313,674,711 Recall Shares were on issue; and
  - (ii) 7,094,336 Recall Performance Rights, of which 2,193,598 are Recall Retention rights, were on issue (which, under the terms of their issue, would vest upon Recall giving the holders of those rights notice of approval by the Court of this Scheme).
- (c) Iron Mountain is a company governed under the laws of the State of Delaware.
- (d) Iron Mountain Sub is a company registered under the laws of Australia.
- (e) If the Scheme becomes Effective:
  - (i) Iron Mountain will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with the Scheme; and
  - (ii) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Iron Mountain Sub and Recall will enter the name of Iron Mountain Sub in the Recall Share Register in respect of the Scheme Shares.
- (f) Recall and Iron Mountain have agreed, by executing the Implementation Deed, to implement the Scheme.
- (g) Iron Mountain and Iron Mountain Sub have agreed, by executing the Deed Poll, to perform their obligations under this Scheme, including the obligation to provide or procure the provision of the Scheme Consideration to the Scheme Shareholders.

**3 Conditions to the Scheme**

- (a) This Scheme is conditional on:
  - (i) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed by

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

8am on the Second Court Date;

- (ii) subject to clause 8.1, such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Scheme have been satisfied or waived;
- (iii) approval of this Scheme by the Court pursuant to section 411(4)(b) of the Corporations Act either unconditionally or on conditions consented to by Recall and Iron Mountain in accordance with clause 8.1; and

A-94

---

Table of Contents

- (iv) the Implementation Deed not having been terminated by either party to that deed before 8am on the Second Court Date.
- (b) The satisfaction of the conditions precedent in clause 3(a) is a condition precedent to the operation of clause 4.
- (c) The Scheme will lapse and be of no further force or effect if the Effective Date does not occur on or before the End Date or any later date Recall and Iron Mountain agree.
- (d) Recall and Iron Mountain will provide to the Court at the Second Court Date a certificate confirming (in respect of matters within their knowledge) whether or not the conditions precedent in the Implementation Deed and this Scheme (other than the condition in the Implementation Deed relating to Court approval of this Scheme) have been satisfied or waived as at 8am on the Second Court Date. The certificate constitutes conclusive evidence that such conditions precedent are satisfied, waived or taken to be waived.

**4 Implementation of the Scheme**

**4.1 Lodgement of Court orders**

Recall will lodge with ASIC office copies of the Court orders under section 411(10) of the Corporations Act approving the Scheme by 5pm on the first Business Day after the day on which the Court approves the Scheme, or such later date as Iron Mountain and Recall agree.

**4.2 Transfer of Scheme Shares**

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by this clause 4, all of the Scheme Shares, together with all rights and entitlements attaching to them as at the Implementation Date, will be transferred to Iron Mountain Sub, without the need for any further act by any Scheme Shareholder, by:
  - (i) Recall effecting a valid transfer or transfer of the Scheme Shares to Iron Mountain Sub under section 1074D of the Corporations Act; or
  - (ii) if the procedure in clause 4.2(i) is not available for any reason:
    - (A) Recall delivering to Iron Mountain Sub duly completed and executed share transfer forms (or a master share transfer form), duly executed on behalf of the Scheme Shareholders by Recall, to transfer all the Scheme Shares to Iron Mountain Sub; and
    - (B) Iron Mountain Sub duly executing the share transfer forms (or master share transfer form), attending to the stamping of the share transfer forms (or master share transfer form) (if required) and delivering the share transfer forms (or master share transfer form) to Recall for registration; and
- (b) immediately after receipt of the share transfer forms (or master share transfer form) in accordance with clause 4.2(a)(ii) or the transfer being effected under section 1074D of the Corporations Act (as the case may be), Recall must enter, or procure the entry of, the name of Iron Mountain Sub in the Recall Share Register in respect of all the Scheme Shares.





Table of Contents

**4.3**

**Scheme Consideration**

- (a) Subject to the terms and conditions of the Scheme, Iron Mountain will in consideration of the transfer to Iron Mountain Sub of each Recall Share held by a Scheme Shareholder under the terms of the Scheme, on the Implementation Date:
- (i) procure that Iron Mountain Sub will accept that transfer; and
  - (ii) provide to each Scheme Shareholder the Scheme Consideration set out in clause 4.3(b) for the Scheme Shares held by that Scheme Shareholder on the Record Date, in accordance with the terms of this Scheme.
- (b) Subject to the terms and conditions of this Scheme (including clause 4.7 relating to Ineligible Foreign Shareholders), the Scheme Consideration to be provided to each Scheme Shareholder will be:
- (i) where that Scheme Shareholder has not made a valid Cash Election the issue by Iron Mountain to that Scheme Shareholder of:
    - (A) (i) where the address of that Scheme Shareholder in the Recall Share Register is within Australia (subject to clause 4.3(c)) 0.1722 of a New Iron Mountain CDI for each of their Scheme Shares or (ii) where the address of that Scheme Shareholder in the Recall Share Register is outside Australia (subject to clause 4.3(d)) 0.1722 of a New Iron Mountain Share for each of their Scheme Shares and
    - (B) the Australian dollar equivalent of US\$0.50 in cash for each of their Scheme Shares,
  - (ii) where that Scheme Shareholder has made a valid Cash Election:
    - (A) the Australian dollar equivalent of US\$0.50 in cash for each of their Scheme Shares, and
    - (B) subject to the scale back provisions in clause 4.5, \$8.50 (less the Australian dollar equivalent of US\$0.50) cash for each of their Scheme Shares,
- (c) If the address of a Scheme Shareholder in the Recall Share Register is within Australia and either:
- (i) the condition precedent in clause 3.1(a)(iii) of the Implementation Deed is waived by Recall in accordance with the Deed; or
  - (ii) Recall in its discretion, following a written request from that Scheme Shareholder prior to the Record Date, determines to do so,
- any Scheme Consideration which would otherwise be provided to that Scheme Shareholder in the form of New Iron Mountain CDIs is to be provided to that Scheme Shareholder in the form of New Iron Mountain Shares (or partly in the form of New Iron Mountain Shares and partly in the form of New Iron Mountain CDIs).
- (d) If the address of a Scheme Shareholder in the Recall Share Register is outside Australia and Recall in its discretion, following a written request from that Scheme Shareholder prior to the Record Date, determines to do so, any Scheme Consideration which would otherwise be provided to that Scheme Shareholder in the form of New Iron Mountain Shares is to be provided in the form of New Iron

## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Mountain CDIs (or partly in the form of New Iron Mountain CDIs and partly in the form of New Iron Mountain Shares).

(e)

Where after the date of the Deed, Iron Mountain issues any Iron Mountain Shares under the exception in paragraph (e)(i) or (e)(iv) of the definition of "Iron Mountain Prescribed Occurrence", but does so at a price per share which is less than the VWAP of an Iron Mountain Share over the 10 consecutive trading days on the NYSE ending on the trading day on the NYSE before the date of issue (the Current Market Price per Share), the exchange ratio referred to in

A-96

---

Table of Contents

clause 4.2(b) and in the Scheme of 0.1722 of a New Iron Mountain Shares or New Iron Mountain CDIs for each Scheme Share will be adjusted by multiplying 0.1722 (or the exchange ratio which applies by virtue of an earlier application of this clause) by the following fraction:

$$A \div (B+C)$$

Where:

- A is the number of Iron Mountain Shares on issue immediately after the issue of such additional Iron Mountain Shares;
- B is the number of Iron Mountain Shares on issue immediately before the issue of such additional Iron Mountain Shares; and
- C is the number of Iron Mountain Shares which the aggregate consideration (if any) received for the issue of such additional Iron Mountain Shares would purchase at the Current Market Price per Share.

**4.4 Cash Election Mechanism**

- (a) A Scheme Shareholder (other than a Scheme Shareholder to whom the payment of cash consideration under the Scheme is prevented or prohibited by any applicable law, including any order, direction or notice made or given by a court of competent jurisdiction or by another Government Agency) may make a valid cash election for the purposes of clause 4.3(b)(ii) by:
  - (i) completing a cash election form in the form accompanying the Scheme Booklet (a **Cash Election Form**) in accordance with the instructions specified on the form or set out in the Scheme Booklet; and
  - (ii) returning the completed Cash Election Form so that it is received in accordance with the instructions by no later than 5:00 p.m. (Sydney time) on the Business Day following the Effective Date, subject to the Scheme Shareholder not having given notice in accordance with the instructions prior to the Record Date that it is withdrawing that election,
- (a **Cash Election**).
- (b) Subject to clauses 4.4(d) and 4.5, any Cash Election which is made by a Scheme Shareholder will be deemed to apply to all of their Scheme Shares.
- (c) For the avoidance of doubt, a Scheme Shareholder may make a valid Cash Election by complying with the procedure in clause 4.4(a) even though it has validly withdrawn one or more prior such elections.
- (d) If a Scheme Shareholder holds one or more parcels of Scheme Shares as trustee or nominee for, or otherwise on account of, another person, Recall may (at its sole discretion and subject to such conditions as it thinks fit) allow that Scheme Shareholder to make separate Cash Elections in relation to each of those parcels of Scheme Shares (and, for the purpose of calculating the Scheme Consideration to which that Scheme Shareholder is entitled in those circumstances, each such parcel of Scheme Shares will be treated as though it were held by a separate Scheme Shareholder).
- (e) Subject to clause 4.4(f), an election which is not made or deemed to have been made in accordance with this clause 4.4 will not be a valid election for the purpose of the Scheme and will not be recognised by Recall, Iron Mountain Sub or Iron Mountain for any purpose.
- (f) Recall may, with the agreement of Iron Mountain, settle as it thinks fit any difficulty, matter of interpretation or dispute which may arise in connection with determining the validity of any election, and any such decision will be conclusive and binding on Recall, Iron Mountain, Iron Mountain Sub and the relevant Scheme Shareholder.



Table of Contents

**4.5 Scale back**

(a) This clause 4.5 applies if the valid Cash Elections made by Scheme Shareholders are such that the aggregate amount of cash consideration that would be required to be paid by Iron Mountain under clause 4.3(b)(ii)(B) exceeds \$225,000,000.

(b) Where this clause applies, the aggregate cash consideration to which a Scheme Shareholder who has made a valid Cash Election would otherwise be entitled under clause 4.3(b)(ii)(B) will be as follows:

(i) if the relevant Scheme Shareholder was a Recall Shareholder as at the date which is 3 trading days on the ASX after the date of this Deed, that Scheme Shareholder will receive:

(A) \$8.50 cash (less the Australian dollar equivalent of US\$0.50) per Scheme Share for their first 5,000 Scheme Shares (or, where that Scheme Shareholder holds less than 5,000 Scheme Shares, \$8.50 cash (less the Australian dollar equivalent of US\$0.50) per Scheme Share for the number of Scheme Shares held by that Scheme Shareholder), provided that, if by using 5,000 as the relevant number in this clause 4.5(b)(i)(A), the total aggregate cash consideration which is payable to all relevant Scheme Shareholders under this clause 4.5(b)(i)(A) would exceed \$225,000,000, the 5,000 number will be reduced to the extent required for such total to equal \$225,000,000; plus

(B) an amount determined in accordance with the following formula:

$$(A - B) \times (C \div D)$$

Where:

A is \$225,000,000;

B is the aggregate of the amounts which would be payable to all relevant Scheme Shareholders under clause 4.5(b)(i)(A);

C is the number of Scheme Shares held by the relevant Scheme Shareholder (other than those for which the relevant Scheme Shareholder is entitled to payment under clause 4.5(b)(i)(A)); and

D is the aggregate number of Scheme Shares held by all relevant Scheme Shareholders (other than those for which any Scheme Shareholder is entitled to payment under clause 4.5(b)(i)(A)).

(ii) if the relevant Scheme Shareholder was not a Recall Shareholder as at the date which is 3 trading days on the ASX after the date of this Deed, that Scheme Shareholder will receive:

$$(A - B) \times (C \div D)$$

Where:

A is \$225,000,000;

B is the aggregate of the amounts which would be payable to all relevant Scheme Shareholders under clause 4.5(b)(i)(A);

- C is the number of Scheme Shares held by the relevant Scheme Shareholder (other than those for which the relevant Scheme Shareholder is entitled to payment under clause 4.5(b)(i)(A));
- D is the aggregate number of Scheme Shares held by all relevant Scheme Shareholders (other than those for which any Scheme Shareholder is entitled to payment under clause 4.5(b)(i)(A)).

Table of Contents

- (c) To the extent that the application of clause 4.5(b) results in an aggregate entitlement of a Scheme Shareholder to cash consideration that is less than the aggregate amount equal to \$8.50 (less the Australian dollar equivalent of US\$0.50) under clause 4.3(b)(ii)(B) multiplied by the number of Scheme Shares that the Scheme Shareholder holds, the Scheme Shareholder will be entitled to receive under clause 4.3(b)(ii)(B), an aggregate number of New Iron Mountain CDIs or New Iron Mountain Shares determined in accordance with the following formula:

$$((X - Y) \div X) \times Z$$

Where:

X is the amount obtained by multiplying the number of Scheme Shares held by that Scheme Shareholder, by \$8.50 (less the Australian dollar equivalent of US\$0.50);

Y is the aggregate cash consideration which the relevant Scheme Shareholder is entitled to receive under clause 4.5(b); and

Z is the aggregate amount of New Iron Mountain CDIs or New Iron Mountain Shares that Scheme Shareholder would have been entitled to receive under clause 4.3(b)(i) if it had not made a valid Cash Election.

- (d) If Recall or Iron Mountain are of the opinion that several Scheme Shareholders have, before the Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage in terms of the aggregate cash consideration to be received in accordance with clause 4.5(b), then Recall and Iron Mountain must consult in good faith to determine whether such matters have arisen and if agreement is reached between Recall and Iron Mountain following such consultation Recall must give notice to those Scheme Shareholders:

- (i) setting out the names and registered addresses of all of them;
- (ii) stating that opinion; and
- (iii) attributing to one of them specifically identified in the notice the Recall Shares held by all of them,

and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice shall, for the purposes of the Scheme, be taken to hold all those Recall Shares and each of the other Scheme Shareholders whose names are set out in the notice shall, for the purposes of the Scheme, be taken to hold no Recall Shares.

**4.6 Fractional entitlements**

- (a) Where the calculation of the aggregate number of New Iron Mountain CDIs or New Iron Mountain Shares to be issued to a particular Scheme Shareholder would result in the issue of a fraction of a New Iron Mountain CDI or New Iron Mountain Share, the number will be rounded:
- (i) if the fractional entitlement is less than 0.5 down to the nearest whole number of New Iron Mountain CDIs or New Iron Mountain Shares (as the case may be); and
  - (ii) otherwise up to the nearest whole number of New Iron Mountain CDIs or New Iron Mountain Shares (as the case may be).

- (b)



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Where the calculation of the aggregate cash consideration payable to a particular Scheme Shareholder would result in the payment of a fraction of a cent, the amount will be rounded:

- (i) if the fractional entitlement is less than 0.5 down to the nearest cent; and
- (ii) otherwise up to the nearest cent.

A-99

---

Table of Contents

- (c) If Recall or Iron Mountain are of the opinion, formed reasonably, that several Scheme Shareholders, each of which holds a holding of Recall Shares which results in a rounding under this clause 4.6, have, before the Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to such rounding, then Recall and Iron Mountain must consult in good faith to determine whether such matters have arisen and if agreement is reached between Recall and Iron Mountain following such consultation Recall must give notice to those Scheme Shareholders:
- (i) setting out the names and registered addresses of all of them;
  - (ii) stating that opinion; and
  - (iii) attributing to one of them specifically identified in the notice the Recall Shares held by all of them,
- and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice shall, for the purposes of the Scheme, be taken to hold all those Recall Shares and each of the other Scheme Shareholders whose names are set out in the notice shall, for the purposes of the Scheme, be taken to hold no Recall Shares.

**4.7 Ineligible Foreign Shareholders**

- (a) Iron Mountain has no obligation to allot or issue New Iron Mountain Shares to an Ineligible Foreign Shareholder under the Scheme and, instead:
- (i) Iron Mountain must issue the New Iron Mountain Shares attributable to, and which would otherwise be required to be provided to, the Ineligible Foreign Shareholder under the Scheme to the Sale Agent;
  - (ii) Iron Mountain must procure that, within 20 Business Days after the Implementation Date, the Sale Agent, in consultation with Iron Mountain, sells or procures the sale (including on an aggregated or partially aggregated basis), in the ordinary course of trading on the NYSE, of all the New Iron Mountain Shares issued to the Sale Agent and remits to Iron Mountain the proceeds of sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (the *Proceeds*); and
  - (iii) Iron Mountain must, within 25 Business Days after the Implementation Date, pay, or procure the payment, to each Ineligible Foreign Shareholder the amount calculated in accordance with the following formula and rounded down to the nearest cent:  
$$A=(B/C) \times D$$

where

A is the amount to be paid to the Ineligible Foreign Shareholder;

B is the number of New Iron Mountain Shares attributable to, and that would otherwise have been issued to, that Ineligible Foreign Shareholder had it not been a Ineligible Foreign Shareholder and which are instead issued to the Sale Agent;

C is the total number of New Iron Mountain Shares attributable to, and which would otherwise have been issued to, all Ineligible Foreign Shareholders collectively and which are instead issued to the Sale Agent; and

D is the Proceeds (as defined in clause 4.7(a)(ii)).

(b)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

None of Iron Mountain, Recall or the Sale Agent gives any assurance as to the price that will be achieved for the sale of New Iron Mountain Shares described in this clause 4.7, and the sale of the

A-100

---

Table of Contents

New Iron Mountain Shares under this clause 4.7 will be at the risk of the Ineligible Foreign Shareholder.

**4.8 Shares to rank equally**

Iron Mountain covenants in favour of Recall (in its own right and on behalf of the Scheme Shareholders) that:

- (a) the New Iron Mountain Shares to be issued under the Scheme (including those issued to CDN in connection with the New Iron Mountain CDIs) will rank equally in all respects with all existing Iron Mountain Shares; and
- (b) on issue each such New Iron Mountain Share will be fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.

**4.9 Provision of Scheme Consideration**

Subject to the other provisions of this clause 4, the obligation of Iron Mountain and Iron Mountain Sub to provide or procure the provision of the Scheme Consideration to Scheme Shareholders will be satisfied:

- (a) in the case of Scheme Consideration that is required to be provided to Scheme Shareholders in the form of New Iron Mountain Shares, by Iron Mountain procuring that:
  - (i) the name and address of each such Scheme Shareholder is entered into the Iron Mountain Register on the Implementation Date in respect of the New Iron Mountain Shares to which it is entitled under this clause 4; and
  - (ii) a share certificate or holding statement (or equivalent document) is sent to the Registered Address of each such Scheme Shareholder representing the number of New Iron Mountain Shares issued to the Scheme Shareholder pursuant to this Scheme;
- (b) in the case of Scheme Consideration that is required to be provided to Scheme Shareholders in the form of New Iron Mountain CDIs, by Iron Mountain:
  - (i) issuing to CDN to be held on trust that number of New Iron Mountain Shares that will enable CDN to issue New Iron Mountain CDIs as envisaged by this clause 4 on the Implementation Date;
  - (ii) procuring that the name and address of CDN is entered into the Iron Mountain Register in respect of those New Iron Mountain Shares on the Implementation Date and that a share certificate or holding statement (or equivalent document) in the name of CDN representing those New Iron Mountain Shares is sent to CDN;
  - (iii) procuring that on the Implementation Date, CDN issues to each such Scheme Shareholder the number of New Iron Mountain CDIs to which it is entitled under this clause 4;
  - (iv) procuring that on the Implementation Date, the name of each such Scheme Shareholder is entered in the records maintained by CDN as the holder of the New Iron Mountain CDIs issued to that Scheme Shareholder on the Implementation Date;
  - (v) in the case of each such Scheme Shareholder who held Scheme Shares on the CHESS subregister procuring that the CDIs are held on the CHESS subregister on the Implementation Date and sending or procuring the sending of an allotment advice that sets out the number of New Iron Mountain CDIs issued and procuring that ASX Settlement and Transfer Corporation Pty Ltd will provide at the end of the month of



Table of Contents

allotment a CDI holding statement confirming the number of New Iron Mountain CDIs held on the CHESSE subregister by that Scheme Shareholder; and

(vi) in the case of each such Scheme Shareholder who held Scheme Shares on the issuer sponsored subregister procuring that the New Iron Mountain CDIs are held on the issuer sponsored subregister on the Implementation Date and sending or procuring the sending of a CDI holding statement to each such Scheme Shareholder which sets out the number of New Iron Mountain CDIs held on the issuer sponsored subregister by that Scheme Shareholder; and

(c) in the case of Scheme Consideration that is required to be provided to Scheme Shareholders in cash:

(i) by Iron Mountain no later than the Business Day before the Implementation Date, deposit in cleared funds an amount equal to the aggregate amount of the cash Scheme Consideration payable to each such Scheme Shareholder, in an Australian dollar denominated trust account operated by Recall as trustee for those Scheme Shareholders and notified to Iron Mountain at least 3 Business Days prior to Implementation Date (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Iron Mountain's account);

(ii) on the Implementation Date, subject to funds having been deposited in accordance with clause 4.9(c)(i), Recall must pay or procure the payment from the trust account referred to in clause 4.9(c)(i), the cash Scheme Consideration to each such Scheme Shareholder based on the number of Scheme Shares held by such Scheme Shareholder as set out in the Share Register on the Scheme Record Date;

(iii) the obligations of Recall under clause 4.9(c)(ii) will be satisfied by Recall (in its absolute discretion):

(A) where a Scheme Shareholder has, before the Record Date, made a valid election in accordance with the requirements of the Recall Registry to receive dividend payments from Recall by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or

(B) otherwise, whether or not the Scheme Shareholder has made an election referred to in clause 4.9(c)(iii), dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their registered address in the Recall Share Register (as at the Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 4.12); and

(iv) to the extent that, following satisfaction of Recall's obligations under clause 4.9(c)(ii), there is a surplus in the amount held by Recall as trustee for the Scheme Shareholders in the trust account referred to in that clause, that surplus shall be paid by Recall to Iron Mountain.

**4.10 Unclaimed monies**

(a) Recall may cancel a cheque issued under this clause 4 if the cheque:

(i) is returned to Recall; or

(ii) has not been presented for payment within six months after the date on which the cheque was sent.



Table of Contents

- (b) During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Recall (or the Recall Registry), Recall must reissue a cheque that was previously cancelled under this clause 4.10.
- (c) The Unclaimed Money Act 2008 (VIC) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of the Unclaimed Money Act 2008 (VIC)).

**4.11 Orders of a court or Government Agency**

- (a) Recall may deduct and withhold from any consideration which would otherwise be payable to a Scheme Shareholder by Recall in accordance with this clause 4, any amount which Recall and Iron Mountain determines is required to be deducted and withheld from that consideration under any applicable law, including any order, direction or notice made or given by a court of competent jurisdiction or by another Government Agency.
- (b) To the extent that amounts are so deducted or withheld, such deducted or withheld amounts will be treated for all purposes under this Scheme as having been paid to the person in respect of which such deduction and withholding was made, provided that such deducted or withheld amounts are actually remitted to the appropriate taxing agency.
- (c) If written notice is given to Recall of an order, direction or notice made or given by a court of competent jurisdiction or by another Government Agency that:
  - (i) requires that any consideration which would otherwise be payable or required to be issued to a Scheme Shareholder by Recall in accordance with this clause 4 must instead be paid or provided to a Government Agency or other third party, then Recall will be entitled to pay or provide that consideration in accordance with that order, direction or notice (and payment or provision of that consideration in accordance with that order, direction or notice will be treated for all purposes under this Scheme as having been paid or provided to that Scheme Shareholder); or
  - (ii) prevents Recall from providing consideration to any particular Scheme Shareholder in accordance with this clause 4, or the payment or issuance of such consideration is otherwise prohibited by applicable law, Recall shall be entitled to retain that consideration until such time as provision of the consideration in accordance with this clause 4 is permitted by that order or direction or otherwise by law.

**4.12 Joint holders**

In the case of joint holders of Scheme Shares:

- (a) the New Iron Mountain Shares or New Iron Mountain CDIs representing New Iron Mountain Shares to be issued under this Scheme will be issued to and registered in the names of the joint holders;
- (b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Recall Share Register; and
- (c) any other document required to be sent under this Scheme, will be forwarded to the holder whose name appears first in the Recall Share Register as at the Record Date.

**5 Issue and trading**

- (a)



Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

The Scheme Shareholders to be issued New Iron Mountain Shares or New Mountain CDIs agree to be bound by Iron Mountain's certificate of incorporation and bylaws.

A-103

---

Table of Contents

- (b) Each Scheme Shareholder to be issued New Iron Mountain Shares or New Mountain CDIs shall be deemed to have irrevocably appointed Iron Mountain and each of its directors and officers (jointly and severally) as its attorneys for the purpose of executing any form of application, letter of transmittal or other instruments or documents required for the New Iron Mountain Shares or New Iron Mountain CDIs.

**6 Dealings in Recall Shares**

- (a) To establish the identity of the Scheme Shareholders, dealings in Recall Shares will only be recognised if:
- (i) in the case of dealings of the type to be effected using CHESSE, the transferee is registered in the Recall Share Register as the holder of the relevant Recall Shares by the Record Date; and
  - (ii) in all other cases, registrable transmission applications or transfers in respect of those dealings are received on or before the Record Date at the place where the Recall Share Register is kept.
- (b) Recall must register registrable transmission applications or transfers of the kind referred to in clause 6(a)(ii) by the Record Date (provided that, for the avoidance of doubt, nothing in this clause 6(b) requires Recall to register a transfer that would result in a Recall Shareholder holding a parcel of Recall Shares that is less than a 'marketable parcel' (as defined in the Market Rules of the ASX)).
- (c) If the Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after the Record Date.
- (d) Recall will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Recall Shares received after the Record Date.
- (e) For the purpose of determining entitlements to the Scheme Consideration, Recall must maintain the Recall Share Register in accordance with the provisions of this clause 6 until the Scheme Consideration has been paid to the Scheme Shareholders. The Recall Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (f) All statements of holding for Recall Shares will cease to have effect from the Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Recall Share Register will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Recall Shares relating to that entry.
- (g) As soon as possible on or after the Record Date, and in any event within one Business Day after the Record Date, Recall will ensure that details of:
- (i) the names, registered addresses and holdings of Recall Shares for each Scheme Shareholder as shown in the Recall Register on the Record Date;
  - (ii) the names, registered addresses and holdings of each Ineligible Foreign Shareholder on the Record Date; and
  - (iii) details of all Share Election Forms and Sale Election Forms validly submitted and not revoked are available to Iron Mountain in the form Iron Mountain reasonably requires.

**7 Quotation of Recall Shares**

- (a) Recall will apply to the ASX to suspend trading on the ASX in Recall Shares from the close of trading on the Effective Date.

A-104

---

Table of Contents

- (b) On a date after the Implementation Date to be determined by Iron Mountain, Recall will apply:
  - (i) for termination of the official quotation of Recall Shares on the ASX; and
  - (ii) to have itself removed from the official list of the ASX.

**8 General provisions**

**8.1 Consent to amendments to the Scheme**

If the Court proposes to approve the Scheme subject to any alterations or conditions, Recall may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Iron Mountain has consented. For the avoidance of doubt, Recall must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Iron Mountain.

**8.2 Scheme Shareholders' agreements and warranties**

- (a) Each Scheme Shareholder:
  - (i) agrees to the transfer of their Recall Shares in accordance with the Scheme and agrees to the variation, cancellation or modification of the rights attached to their Recall Shares constituted by or resulting from the Scheme; and
  - (ii) acknowledges that the Scheme binds all Scheme Shareholders.
- (b) Each Scheme Shareholder is taken to have warranted to Recall, Iron Mountain and Iron Mountain Sub, and appointed and authorised Recall as its attorney and agent to warrant to Iron Mountain and Iron Mountain Sub, that all of their Recall Shares (including any rights and entitlements attaching to those shares) which are transferred under the Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)), liens, encumbrances and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their Recall Shares to Iron Mountain Sub together with any rights attaching to those shares.

**8.3 Title to and rights in Scheme Shares**

- (a) To the extent permitted by law, the Recall Shares transferred under the Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) Iron Mountain Sub will be beneficially entitled to the Recall Shares transferred to it under the Scheme pending registration by Recall of Iron Mountain Sub in the Recall Share Register as the holder of the Recall Shares.

**8.4 Appointment of sole proxy**

Upon the Scheme becoming Effective, and until Recall registers Iron Mountain Sub as the holder of all Scheme Shares in the Recall Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Iron Mountain Sub as attorney and agent (and directed Iron Mountain Sub in each such capacity) to appoint any director, officer, secretary or agent nominated by Iron Mountain Sub as its sole proxy and, where

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution, and no Scheme Shareholder may itself attend or vote at any of those meetings or sign any resolutions,

A-105

---

Table of Contents

whether in person, by proxy or by corporate representative (other than pursuant to this clause 8.4(a));

- (b) must take all other actions in the capacity of a registered holder of Scheme Shares as Iron Mountain Sub reasonably directs; and
- (c) acknowledges and agrees that in exercising the powers referred in clause 8.4(a), the Iron Mountain Sub and any director, officer, secretary or agent nominated by Iron Mountain Sub under clause 8.4(a) may act in the best interest of Iron Mountain Sub as the intended registered holder of the Scheme Shares.

**8.5 Authority given to Recall**

- (a) Scheme Shareholders will be deemed to have authorised Recall, and all its directors, officers and secretaries, to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder necessary to implement the scheme, including (without limitation) executing, as agent and attorney of each Scheme Shareholder, a share transfer form (or a master share transfer form) in relation to Scheme Shares as contemplated by clause 8.5(b).
- (b) Each Scheme Shareholder, without the need for any further act, irrevocably appoints Recall and all of its directors, officers and secretaries (jointly and severally) as its attorney and agent for the purpose of executing any document necessary to give effect to the Scheme including without limitation, a proper instrument of transfer of its Scheme Shares for the purposes of section 1071B of the Corporations Act which may be a master transfer of all the Scheme Shares.

**9 General**

**9.1 Stamp duty**

Iron Mountain will pay all stamp duty payable in connection with the transfer of Recall Shares to Iron Mountain Sub.

**9.2 Consent**

The Scheme Shareholders consent to Recall and Iron Mountain doing all things necessary or incidental to the implementation of the Scheme.

**9.3 Notices**

If a notice, transfer, transmission application, direction or other communication referred to in the Scheme is sent by post to Recall, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Recall registered office or at the office of the Recall Share Registrar.

**9.4 Inconsistencies**

This Scheme binds Recall and all Recall Shareholders, and to the extent of any inconsistency, overrides the Recall constitution.

**9.5 No liability when acting in good faith**

None of Iron Mountain, Recall nor any director, officer, secretary or employee of them will be liable to any person for anything done or omitted to be done in good faith in the performance of this Scheme or the Deed Poll.

Table of Contents

**9.6 Governing law**

- (a) The Scheme is governed by the laws in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

**9.7 Further action**

Recall and each Scheme Shareholder must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

Table of Contents

**Annexure 3**

**Deed poll**

This Deed Poll is made on [\*] 2015

**By**

1 **Iron Mountain Incorporated** of One Federal Street, Boston, Massachusetts 02110 (*Iron Mountain*).

2 **[Iron Mountain Sub]** (ACN ) of [ ] Australia (*Iron Mountain Sub*).

in favour of each holder of fully paid ordinary shares in Recall Holdings Limited (ABN 27 116 537 832) (*Recall*) as at the Record Date.

**Recitals**

A Iron Mountain and Recall have entered into the Implementation Deed.

B In the Implementation Deed, Iron Mountain agreed to enter into this deed poll.

C Iron Mountain and Iron Mountain Sub are entering into this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform their obligations under the Implementation Deed and the Scheme.

**This Deed Poll** provides as follows:

**1 Definitions and Interpretation**

**1.1 Definitions**

In this deed poll:

- (a) **Implementation Deed** means the scheme implementation deed entered into between Iron Mountain and Recall dated 8 June 2015;
- (b) **Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act between Recall and the Scheme Shareholders, the form of which is attached to this deed poll, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Iron Mountain, Iron Mountain Sub and Recall; and
- (c) unless the context otherwise requires, terms defined in the Implementation Deed or the Scheme have the same meaning when used in this deed poll.

**1.2 Interpretation**



## Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

Clause 1.2 of the Implementation Deed applies to the interpretation of this deed poll, except that references to "Implementation Deed" or "Deed" are to be read as references to "deed poll".

### 1.3

#### **Nature of deed poll**

Iron Mountain and Iron Mountain Sub acknowledge that this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it.

Table of Contents

**2 Conditions to obligations**

- (a) The obligations of Iron Mountain and Iron Mountain Sub under this deed poll are subject to the Scheme becoming Effective.
- (b) The obligations of Iron Mountain and Iron Mountain Sub under this deed poll to Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no further force or effect if:
  - (i) the Implementation Deed is terminated in accordance with its terms; or
  - (ii) the Scheme is not Effective by the End Date.
- (c) If this deed poll is terminated under clause 2(b), in addition and without prejudice to any other rights, powers or remedies available to it:
  - (i) Iron Mountain and Iron Mountain Sub are released from their obligations to further perform this deed poll except those obligations under clause 6.2; and
  - (ii) each Scheme Shareholder retain any rights they have against Iron Mountain and Iron Mountain Sub in respect of any breach of this deed poll which occurred before it was terminated.

**3 Consideration under the Scheme**

**3.1**

**Undertaking to issue and pay the Scheme Consideration**

Subject to clause 2, Iron Mountain and Iron Mountain Sub undertake in favour of each Scheme Shareholder to:

- (a) provide or procure the provision of the Scheme Consideration to each Scheme Shareholder in accordance with the terms of the Scheme; and
- (b) undertake all other actions attributed to it under the Scheme, subject to and in accordance with the Scheme.

**3.2**

**Shares to rank equally**

Iron Mountain and Iron Mountain Sub covenant in favour of each Scheme Shareholder that the New Iron Mountain Shares which are issued to each Scheme Shareholder and CDN in accordance with the Scheme will:

- (a) rank equally with all existing Iron Mountain Shares; and
- (b) be issued fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.

**4 Warranties**

Iron Mountain and Iron Mountain Sub represent and warrant that:

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

- (a) it is a corporation validly existing under the laws of Delaware (in the case of Iron Mountain) and Australia (in the case of Iron Mountain Sub);
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;

Table of Contents

(c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll; and

(d) this deed poll is valid and binding on it.

**5 Continuing obligations**

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

(a) Iron Mountain and Iron Mountain Sub have fully performed its obligations under this deed poll; or

(b) the earlier termination of this deed poll under clause 2(b).

**6 General**

**6.1**

**Notices**

Any notice under this deed poll to Iron Mountain or Iron Mountain Sub:

(a) must be in legible writing;

(b) must be in English; and

(c) must be addressed as shown below:

(i) Iron Mountain Incorporated/[Iron Mountain Sub]  
One Federal Street  
Boston, Massachusetts, 02110  
Attention: Ernest W. Cloutier  
email: [ernest.cloutier@ironmountain.com](mailto:ernest.cloutier@ironmountain.com)  
Copy to: Minter Ellison  
Governor Macquarie Tower, 1 Farrer Place  
Sydney NSW 2000  
Australia  
Attention: Costas Condoleon  
Fax: 61 2 9921 8174

Copy to: Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Michael J. Aiello  
Fax: 212-310-8007

(d) must be delivered or sent by email to the email address, of the addressee, in accordance with clause; and

(e)

Edgar Filing: IRON MOUNTAIN INC - Form PREM14A

is regarded as received by the addressee:

- (i) if emailed, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee), unless it is not a Business Day in the place of receipt, or is after 5pm on a Business Day in the place of receipt, when that communication will be regarded as received at 9am on the next Business Day in the place of receipt; and

Table of Contents

- (ii) if delivered by hand, on delivery at the address of the addressee as provided in this clause, unless delivery is not made on a Business Day, or after 5pm on a Business Day, when that communication will be regarded as received at 9am on the next Business Day.

**6.2 Stamp duty**

Iron Mountain will:

- (a) pay all stamp duties and any related fines and penalties in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under the Scheme and this deed poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 6.2(a).

**6.3 Governing law and jurisdiction**

- (a) This deed poll is governed by the laws of New South Wales.
- (b) Iron Mountain and Iron Mountain Sub irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from those courts. Iron Mountain and Iron Mountain Sub irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

**6.4 Waiver**

Iron Mountain and Iron Mountain Sub may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver

**6.5 Variation**

A provision of this deed poll may not be varied unless the variation is agreed to by Recall, and the Court indicates that the variation would not of itself preclude approval of the Scheme, in which event Iron Mountain and Iron Mountain Sub will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation

**6.6 Cumulative rights**

The rights, powers and remedies of Iron Mountain and Iron Mountain Sub and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

**6.7 Assignment**

- (a) The rights created by this deed poll are personal to Iron Mountain and Iron Mountain Sub and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of Iron Mountain.
- (b)

Any purported dealing in contravention of clause 6.7(a) is invalid.

**6.8**

**Further action**

Iron Mountain and Iron Mountain Sub must, at their own expense, do all things and execute all documents necessary to give effect to this deed poll.

Table of Contents

**Executed and delivered as a Deed.**

**Executed as a deed by Iron Mountain Incorporated:**

---

Director Signature	Director/Secretary Signature
--------------------	------------------------------

---

Print Name	Print Name
------------	------------

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **[Iron Mountain Sub]**:

---

Director Signature	Director/Secretary Signature
--------------------	------------------------------

---

Print Name	Print Name
------------	------------

---

5



Table of Contents

**Annexure**

**Scheme of arrangement**

[Insert Scheme of Arrangement]

Table of Contents

**ANNEX B**

**RECALL FINANCIAL STATEMENTS**

---

Table of Contents**CONSOLIDATED FINANCIAL REPORT**

for the year ended 30 June 2015

(Unaudited)

INDEX	PAGE
<b><u>Consolidated income statement</u></b>	<u>B-2</u>
<b><u>Consolidated statement of comprehensive income</u></b>	<u>B-3</u>
<b><u>Consolidated balance sheet</u></b>	<u>B-4</u>
<b><u>Consolidated cash flow statement</u></b>	<u>B-5</u>
<b><u>Consolidated statement of changes in equity</u></b>	<u>B-6</u>
<b><u>Notes to the consolidated financial statements</u></b>	<u>B-7</u>
1. <u>Basis of preparation</u>	<u>B-7</u>
2. <u>Significant accounting policies</u>	<u>B-7</u>
3. <u>Critical accounting estimates and judgements</u>	<u>B-22</u>
4. <u>Business combinations and sale of business</u>	<u>B-22</u>
5. <u>Segment information</u>	<u>B-25</u>
6. <u>Profit from ordinary activities</u>	<u>B-29</u>
7. <u>Significant items</u>	<u>B-29</u>
8. <u>Employment costs</u>	<u>B-31</u>
9. <u>Net finance costs</u>	<u>B-31</u>
10. <u>Income tax</u>	<u>B-32</u>
11. <u>Earnings per share</u>	<u>B-35</u>
12. <u>Dividends</u>	<u>B-36</u>
13. <u>Cash and cash equivalents</u>	<u>B-37</u>
14. <u>Trade and other receivables</u>	<u>B-38</u>
15. <u>Inventories</u>	<u>B-40</u>
16. <u>Derivative financial instruments</u>	<u>B-40</u>
17. <u>Other assets</u>	<u>B-40</u>
18. <u>Investments</u>	<u>B-41</u>
19. <u>Property, plant and equipment</u>	<u>B-42</u>
20. <u>Goodwill</u>	<u>B-43</u>
21. <u>Intangible assets</u>	<u>B-45</u>
22. <u>Trade and other payables</u>	<u>B-46</u>
23. <u>Borrowings</u>	<u>B-46</u>
24. <u>Provisions</u>	<u>B-49</u>
25. <u>Retirement benefit obligations</u>	<u>B-49</u>
26. <u>Contributed equity</u>	<u>B-50</u>
27. <u>Share-based payments</u>	<u>B-50</u>
28. <u>Reserves and retained earnings</u>	<u>B-53</u>
29. <u>Financial risk management</u>	<u>B-55</u>
30. <u>Cash flow statement additional information</u>	<u>B-63</u>
31. <u>Commitments</u>	<u>B-64</u>
32. <u>Contingencies</u>	<u>B-64</u>
33. <u>Auditor's remuneration</u>	<u>B-66</u>
34. <u>Key management personnel</u>	<u>B-67</u>
35. <u>Related party information</u>	<u>B-67</u>
36. <u>Events after balance sheet date</u>	<u>B-69</u>
37. <u>Parent entity financial information</u>	<u>B-70</u>
38. <u>Deed of cross guarantee</u>	<u>B-70</u>
39. <u>Net asset per share</u>	<u>B-74</u>
<b><u>Directors' declaration</u></b>	<u>B-75</u>

Table of Contents**CONSOLIDATED INCOME STATEMENT****for the year ended 30 June 2015****(Unaudited)**

	Note	(Unaudited) 2015 US\$M	(Unaudited) 2014 US\$M
Sales revenue	6A	<b>827.8</b>	613.7
Gain on sale of business	6A, 4C	<b>2.1</b>	
Operating expenses	6B	<b>(723.3)</b>	(539.3)
Share of results of joint venture	18C	<b>0.1</b>	0.2
<b>Operating profit</b>		<b>106.7</b>	74.6
Finance revenue		<b>0.5</b>	0.5
Finance costs		<b>(22.1)</b>	(12.8)
<b>Net finance costs</b>	9	<b>(21.6)</b>	(12.3)
<b>Profit before tax</b>		<b>85.1</b>	62.3
Tax expense	10	<b>(20.1)</b>	(20.3)
<b>Profit for the year attributable to members of the parent entity</b>		<b>65.0</b>	42.0
<b>Earnings per share (cents)</b>	11		
basic		<b>20.7</b>	20.1
diluted		<b>20.5</b>	20.0

The consolidated income statement should be read in conjunction with the accompanying notes.

Table of Contents**CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME****for the year ended 30 June 2015****(Unaudited)**

	Note	(Unaudited) 2015 US\$M	(Unaudited) 2014 US\$M
<b>Profit for the year</b>		<b>65.0</b>	42.0
<b>Other comprehensive income/(loss):</b>			
<b>Items that may be reclassified to profit or loss:</b>			
Foreign exchange differences on translation of financial statements	28	<b>(82.4)</b>	11.7
Cash flow hedges	28	<b>0.1</b>	(0.7)
Income tax on items that may be reclassified to profit or loss	10A		0.2
<b>Other comprehensive income/(loss) for the year</b>		<b>(82.3)</b>	11.2
<b>Total comprehensive income/(loss) for the year attributable to members of the parent entity</b>		<b>(17.3)</b>	53.2

The consolidated statement of comprehensive income should be read in conjunction with the accompanying notes.

Table of Contents**CONSOLIDATED BALANCE SHEET**

as at 30 June 2015

(Unaudited)

	Note	(Unaudited) 2015 US\$M	(Unaudited) 2014 US\$M
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and cash equivalents	13	88.5	72.1
Trade and other receivables	14	183.2	177.5
Inventories	15	2.1	2.5
Other assets	17	16.5	16.1
<b>Total current assets</b>		<b>290.3</b>	268.2
<b>Non-current assets</b>			
Other receivables	14	6.7	7.4
Investments	18		0.7
Property, plant and equipment	19	389.8	432.3
Goodwill	20	677.2	651.0
Intangible assets	21	134.8	107.6
Deferred tax assets	10C	4.8	0.3
Derivative financial instruments	16	0.1	
Other assets	17	0.3	0.5
<b>Total non-current assets</b>		<b>1,213.7</b>	1,199.8
<b>Total assets</b>		<b>1,504.0</b>	1,468.0
<b>LIABILITIES</b>			
<b>Current liabilities</b>			
Trade and other payables	22	165.7	174.5
Tax payable		7.5	8.3
Provisions	24	32.2	26.3
Borrowings	23	21.8	
<b>Total current liabilities</b>		<b>227.2</b>	209.1
<b>Non-current liabilities</b>			
Borrowings	23	626.7	552.2
Derivative financial instruments	16	0.8	0.7
Provisions	24	12.0	10.1
Deferred tax liabilities	10D	68.7	75.2
Other liabilities	22	19.4	21.3
<b>Total non-current liabilities</b>		<b>727.6</b>	659.5
<b>Total liabilities</b>		<b>954.8</b>	868.6

&#8203