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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 20-F

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report
For the transition period from to
Commission file number 001-33725

Textainer Group Holdings Limited

(Exact name of Registrant as specified in its charter)
Not Applicable
(Translation of Registrant's name into English)
Bermuda
(Jurisdiction of incorporation or organization)
Century House
16 Par-La-Ville Road
Hamilton HM 08
Bermuda
(Address of principal executive offices)
Christopher C. Morris
Textainer Group Holdings Limited
Century House
16 Par-La-Ville Road
Hamilton HM 08
Bermuda
(441) 296-2500
ccm@textainer.com
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Name of each exchange on which registered
Common Shares, $0.01 par value	New York Stock Exchange

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

56,533,095 Common Shares

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☒ International Financial Reporting Standards as issued by the International Accounting Standards Board ☐ Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

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In this Annual Report on Form 20-F, unless indicated otherwise, references to: (1) "Textainer," "TGH," "the Company," "we," "us" and "our" refer, as the context requires, to Textainer Group Holdings Limited, which is the registrant and the issuer of the class of common shares that has been registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended, or Textainer Group Holdings Limited and its subsidiaries; (2) "TEU" refers to a "Twenty-Foot Equivalent Unit," which is a unit of measurement used in the container shipping industry to compare shipping containers of various lengths to a standard 20' dry freight container, thus a 20' container is one TEU and a 40' container is two TEU; (3) "CEU" refers to a Cost Equivalent Unit, which is a unit of measurement based on the approximate cost of a container relative to the cost of a standard 20' dry freight container, so the cost of a standard 20' dry freight container is one CEU; the cost of a 40' dry freight container is 1.6 CEU; the cost of a 40' high cube dry freight container (9'6" high) is 1.7 CEU; and the cost of a 40' high cube refrigerated container is 8.0 CEU; (4) "our owned fleet" means the containers we own; (5) "our managed fleet" means the containers we manage that are owned by other container investors; (6) "our fleet" and "our total fleet" mean our owned fleet plus our managed fleet plus any containers we lease from other lessors; (7) "container investors" means the owners of the containers in our managed fleet; and (8) "Trencor" refers to Trencor Ltd., a public South African investment holding company, listed on the JSE Limited in Johannesburg, South Africa, which, together with certain of its subsidiaries, are the discretionary beneficiaries of a trust that indirectly owns approximately 48.2% of our common shares (such interest, "beneficiary interest"). See Item 4, "Information on the Company" for an explanation of the relationship between Trencor and us.

Dollar amounts in this Annual Report on Form 20-F are expressed in thousands, unless otherwise indicated.

INFORMATION REGARDING FORWARD-LOOKING STATEMENTS; CAUTIONARY LANGUAGE

This Annual Report on Form 20-F, including the sections entitled Item 3, "*Key Information — Risk Factors*," and Item 5, "*Operating and Financial Review and Prospects*," contains forward-looking statements within the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements that are not statements of historical facts and may relate to, but are not limited to, expectations or estimates of future operating results or financial performance, capital expenditures, introduction of new products, regulatory compliance, plans for growth and future operations, as well as assumptions relating to the foregoing. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "could," "expect," "plan," "anticipate," "believe," "estimate," "predict," "intend," "potential," "continue" or the negative of these terms or other similar terminology. Forward-looking statements include, among others, statements regarding: (i) our belief that the consolidation trend in our industry will continue and will likely offer us growth opportunities; (ii) our belief that the ongoing downturn in the world's major economies and the constraints in the credit markets may result in potential acquisition opportunities, including the purchase and leaseback of customer-owned containers; (iii) our belief that many of our customers will renew leases for containers that are less than sale age at the expiration of their leases; (iv) our expectation that containers under our current term leases will be re-priced downward due to the current low level of new container rental rates; (v) our belief that improved performance depends largely on an increase in demand, container prices interest rates and/or freight rates; (vi) our belief that new container prices are currently lower than the cost of production and we do not expect them to increase materially over the first half of 2016; (vii) our belief that if the credit markets tighten, borrowing costs will increase and the debt markets will become more selective, which we believe we would benefit from relative to our smaller competitors and more highly levered competitors; (viii) our belief that freight rates are at near their lowest levels since 2009, attempts to enforce general rate increases have failed and rates are expected to remain under pressure for at lease 2016; (ix) our belief that maturing leases that are extended will continue to be repriced at lower rental rates; (x) our belief that container impairments are likely to remain high until resale prices improve; and (xi) our expectation that the combined factors discussed above will lead to reduced financial results in 2016.

Although we do not make forward-looking statements unless we believe we have a reasonable basis for doing so, we cannot guarantee their accuracy, and actual results may differ materially from those we anticipated due to a number of uncertainties, many of which cannot be foreseen. Our actual results could differ materially from those anticipated in these forward-looking statements for many reasons, including, among others, the risks we face that are described in the section entitled Item 3, "*Key Information — Risk Factors*" and elsewhere in this Annual Report on Form 20-F.

We believe that it is important to communicate our future expectations to potential investors, shareholders and other readers. However, there may be events in the future that we are not able to accurately predict or control and that may cause actual events or results to differ materially from the expectations expressed in or implied by our forward-looking statements. The risk factors listed in Item 3, "*Key Information — Risk Factors*," as well as any cautionary language in this Annual Report on Form 20-F, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements. Before you decide to buy, hold or sell our common shares, you should be aware that the occurrence of the events described in Item 3, "*Key Information — Risk Factors*" and elsewhere in this Annual Report on Form 20-F could negatively impact our business, cash flows, results of operations, financial condition and share price. Potential investors, shareholders and other readers should not place undue reliance on our forward-looking statements.

Forward-looking statements regarding our present plans or expectations involve risks and uncertainties relative to return expectations and related allocation of resources, and changing economic or competitive conditions which could cause actual results to differ from present plans or expectations, and such differences could be material. Similarly, forward-looking statements regarding our present expectations for operating results and cash flow involve risks and uncertainties related to factors such as utilization rates, per diem rates, container

prices, demand for containers by container shipping lines, supply and other factors discussed under Item 3, "*Key Information — Risk Factors*" or elsewhere in this Annual Report on Form 20-F, which could also cause actual results to differ from present plans. Such differences could be material.

All future written and oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. New risks and uncertainties arise from time to time, and we cannot predict those events or how they may affect us. We assume no obligation to, and do not plan to, update any forward-looking statements after the date of this Annual Report on Form 20-F as a result of new information, future events or developments, except as required by federal securities laws. You should read this Annual Report on Form 20-F and the documents that we reference and have filed as exhibits with the understanding that we cannot guarantee future results, levels of activity, performance or achievements and that actual results may differ materially from what we expect.

Industry data and other statistical information used in this Annual Report on Form 20-F are based on independent publications, reports by market research firms or other published independent sources. Some data are also based on our good faith estimates, derived from our review of internal surveys and the independent sources listed above. Although we believe these sources are reliable, we have not independently verified the information.

In this Annual Report on Form 20-F, unless otherwise specified, all monetary amounts are in U.S. dollars. To the extent that any monetary amounts are not denominated in U.S. dollars, they have been translated into U.S. dollars in accordance with our accounting policies as described in Item 18, "*Financial Statements*" in this Annual Report on Form 20-F.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. Selected Financial Data

The selected financial data presented below under the heading "Statement of Income Data" for the years ended December 31, 2015, 2014 and 2013 and under the heading "Balance Sheet Data" as of December 31, 2015 and 2014 have been derived from our audited consolidated financial statements included in Item 18, "*Financial Statements*" in this Annual Report on Form 20-F. The selected financial data presented below under the heading "Statement of Income Data" for the years ended December 31, 2012 and 2011 and under the heading "Balance Sheet Data" as of December 31, 2013, 2012 and 2011 are audited and have been derived from our audited consolidated financial statements not included in this Annual Report on Form 20-F. The data presented below under the heading "Other Financial and Operating Data" have not been audited. Historical results are not necessarily indicative of the results of operations to be expected in future periods. You should read the selected consolidated financial data and operating data presented below in conjunction with Item 5, "*Operating and Financial Review and Prospects*" and with Item 18, "*Financial Statements*" in this Annual Report on Form 20-F.

	Fiscal Years Ended December 31,				
	2015	2014	2013	2012	2011
	(Dollars in thousands, except per share data)				
Statement of Income Data:					
Revenues:					
Lease rental income	$510,466	$504,225	$468,732	$383,989	$327,627
Management fees	15,610	17,408	19,921	26,169	29,324
Trading container sales proceeds	12,670	27,989	12,980	42,099	34,214
Gains on sale of containers, net	3,454	13,469	27,340	34,837	31,631
Total revenues	542,200	563,091	528,973	487,094	422,796
Operating expenses:					
Direct container expense	47,342	47,446	43,062	25,173	18,307
Cost of trading containers sold	12,475	27,465	11,910	36,810	29,456
Depreciation expense	191,373	163,488	140,083	104,844	81,330
Container impairment	35,345	13,108	8,891	—	1,847
Amortization expense	4,741	4,010	4,226	5,020	6,110
General and administrative expense	27,645	25,778	24,922	23,015	23,495
Short-term incentive compensation expense	913	4,075	1,779	5,310	4,921
Long-term incentive compensation expense	7,040	6,639	4,961	6,950	5,950
Bad debt expense (recovery), net	5,028	(474)	8,084	1,525	3,007
Gain on sale of containers to noncontrolling interest	—	—	—	—	(19,773)
Total operating expenses	331,902	291,535	247,918	208,647	154,650
Income from operations	210,298	271,556	281,055	278,447	268,146

	Fiscal Years Ended December 31,				
	2015	2014	2013	2012	2011
	(Dollars in thousands, except per share data)				
Other (expense) income:					
Interest expense	(76,521)	(85,931)	(85,174)	(72,886)	(44,891)
Interest income	125	119	122	146	32
Realized losses on interest rate swaps, collars and caps, net	(12,823)	(10,293)	(8,409)	(10,163)	(10,824)
Unrealized (losses) gains on interest rate swaps, collars and caps, net	(1,947)	1,512	8,656	5,527	(3,849)
Bargain purchase gain	—	—	—	9,441	—
Other, net	26	23	(45)	44	(115)
Net other expense	(91,140)	(94,570)	(84,850)	(67,891)	(59,647)
Income before income tax and noncontrolling interest	119,158	176,986	196,205	210,556	208,499
Income tax (expense) benefit	(6,695)	18,068	(6,831)	(5,493)	(4,481)
Net income	112,463	195,054	189,374	205,063	204,018
Less: Net (income) loss attributable to the noncontrolling interests	(5,576)	(5,692)	(6,565)	1,887	(14,412)
Net income attributable to Textainer Group Holdings Limited common shareholders	$ 106,887	$ 189,362	$ 182,809	$ 206,950	$ 189,606
Net income attributable to Textainer Group Holdings Limited common shareholders per share:					
Basic	$ 1.88	$ 3.34	$ 3.25	$ 4.04	$ 3.88
Diluted	$ 1.87	$ 3.32	$ 3.21	$ 3.96	$ 3.80
Weighted average shares outstanding (in thousands):					
Basic	56,953	56,719	56,317	51,277	48,859
Diluted	57,093	57,079	56,862	52,231	49,839
Other Financial and Operating Data (unaudited):					
Cash dividends declared per common share	$ 1.65	$ 1.88	$ 1.85	$ 1.63	$ 1.28
Purchase of containers and fixed assets	$ 533,306	$ 818,451	$ 765,418	$1,087,489	$ 823,694
Utilization rate(1)	96.80%	96.10%	94.90%	97.40%	98.40%
Total fleet in TEU (as of the end of the period)	3,147,690	3,233,364	3,040,454	2,775,034	2,469,039
Balance Sheet Data (as of the end of the period):					
Cash and cash equivalents	$ 115,594	$ 107,067	$ 120,223	$ 100,127	$ 74,816
Containers, net	3,698,011	3,629,882	3,233,131	2,916,673	1,903,855
Net investment in direct financing and sales-type leases (current and long-term)	331,134	369,005	282,121	216,887	110,196
Total assets	4,386,254	4,358,977	3,908,983	3,476,080	2,310,204
Long-term debt (including current portion)	3,023,548	2,995,977	2,667,284	2,261,702	1,509,191
Total liabilities	3,119,327	3,106,612	2,763,489	2,429,947	1,625,278
Total Textainer Group Holdings Limited shareholders' equity	1,202,675	1,192,545	1,097,823	1,007,503	683,828
Noncontrolling interest	64,252	59,820	47,671	38,630	1,098

(1) We measure the utilization rate on the basis of CEU on lease, using the actual number of days on-hire, expressed as a percentage of CEU available for lease, using the actual days available for lease. CEU available for lease excludes CEU that have been manufactured for us but have not been delivered yet to a lessee and CEU designated as held-for-sale units.

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

An investment in our common shares involves a high degree of risk. You should carefully consider the following risk factors, together with the other information contained elsewhere in this Annual Report on Form 20-F, including our financial statements and the related notes thereto, before you decide to buy, hold or sell our common shares. Any of the risk factors we describe below could adversely affect our business, cash flows, results of operations and financial condition. The market price of our common shares could decline and you may lose some or all of your investment if one or more of these risks and uncertainties develop into actual events.

Risks Related to Our Business and Industry

The demand and pricing for leased containers depends on many factors beyond our control.

Substantially all of our revenue comes from activities related to the leasing, managing and selling of containers. Our ability to continue successfully leasing containers to container shipping lines, earning management fees on leased containers, selling used containers and sourcing capital required to purchase new and used containers depends, in part, upon the continued demand to lease new and used and purchase used containers.

Demand for leased containers depends largely on the rate of growth of world trade and economic growth, with worldwide consumer demand being the most critical factor affecting this growth. Demand for leased containers is also driven by our customers' "lease vs. buy" decisions. Economic downturns in the U.S., Europe, Asia and countries with consumer-oriented economies can and have resulted in a reduction in the rate of growth of world trade and demand by container shipping lines for leased containers. Thus, a decrease in world trade can and has adversely affected our utilization and per diem rates and lead to reduced revenue and increased operating expenses (such as storage and repositioning costs), and can have an adverse effect on our financial performance. We cannot predict whether, or when, such downturns will occur. Other material factors affecting demand for leased containers, utilization and per diem rates include the following:

- prices of new and used containers;
- economic conditions, profitability, competitive pressures and consolidation in the container shipping and container leasing industry;
- shifting trends and patterns of cargo traffic;
- fluctuations in demand for containerized goods outside their area of production;
- the availability and terms of container financing for us and for our competitors and customers;
- fluctuations in interest rates and currency exchange rates;

- overcapacity, undercapacity and consolidation of container manufacturers;
- the lead times required to purchase containers;
- the number of containers purchased in the current year and prior years by competitors and container lessees;
- container ship fleet overcapacity or undercapacity;
- repositioning by container shipping lines of their own empty containers to higher demand locations in lieu of leasing containers;
- port congestion and the efficient movement of containers as affected by labor disputes, work stoppages, increased vessel size, shipping line alliances or other factors that reduce or increase the speed at which containers are handled;
- consolidation, withdrawal or insolvency of individual container shipping lines;
- import/export tariffs and restrictions;
- customs procedures, foreign exchange controls and other governmental regulations;
- natural disasters that are severe enough to affect local and global economies or interfere with trade, such as the 2011 earthquake and tsunami in Japan; and
- other political and economic factors.

Many of these and other factors affecting the container industry are inherently unpredictable and beyond our control. These factors will vary over time, often quickly and unpredictably, and any change in one or more of these factors may have a material adverse effect on our business and results of operations. In addition, many of these factors also influence the decision by container shipping lines to lease or buy containers. Should one or more of these factors influence container shipping lines to buy a larger percentage of the containers they operate, our utilization rate and/or per diems could decrease, resulting in decreased revenue and increased storage and repositioning costs, which would harm our business, results of operations and financial condition.

Global economic weakness has and may continue to materially and negatively impact our business, results of operations, cash flows, financial condition and future prospects.

While domestic and global economic growth resumed following the global financial crisis in 2008 and 2009, the continued sustainability of the US and international recovery is uncertain. The current deceleration and/or reversal of the relatively slow and modest US and global economic recoveries and trade growth could heighten a number of material risks to our business, results of operations, cash flows and financial condition, as well as our future prospects, including the following:

- Containerized cargo volume growth — A contraction or further slowdown in containerized cargo volume growth would likely create lower utilization, higher direct costs, weaker shipping lines going out of business, pressure for us to offer lease concessions and lead to a reduction in the size of our customers' container fleets. Recently, high utilization of our containers and fleet growth has not been sufficient to provide revenue and income growth due to increased competition, low new container prices, other factors that have kept container lease rates low and declining for a prolonged period.
- Credit availability and access to equity markets — Issues involving liquidity and capital adequacy affecting lenders could affect our ability to fully access our credit facilities or obtain additional debt and could affect the ability of our lenders to meet their funding requirements when we need to borrow. Further, a high level of volatility in the equity markets could make it difficult for us to access the equity markets for additional capital at attractive prices, if at all. If we are unable to obtain credit or access the capital markets, our business could be negatively impacted. Additionally, in recent years there has been increased access to debt financing on favorable terms by us and our competitors and this has led to greater competition for lease transactions and lower container lease rates.

Sustained reductions in the prices of new containers have and may continue to harm our business, results of operations and financial condition.

Lease rates for new containers are positively correlated to the fluctuations in the price of new containers, which is positively correlated with the price of steel, a major component used in the manufacture of new containers. In the past five years, prices for new standard 20' dry freight containers have moved in a wide range, with prices ranging between approximately $1,500 and $2,900 during this time. Our average new container cost per CEU decreased 22% during 2015 from 2014 and new container prices are currently near the lowest experienced over the last thirteen years. If new container prices remain at very low levels, the lease rates of older, off-lease containers will also decrease and the prices obtained for containers sold at the end of their useful life will also decrease. Since the beginning of 2013 we have seen new container pricing and the sale prices of our containers sold at the end of their useful lives decline. Continued low new container prices that cause low market lease rates and low resale values for containers have and may continue to adversely affect our business, results of operations and financial condition, even if the sustained reduction in new container prices allow us to purchase new containers at a lower cost.

Lease and/or utilization rates may decrease, which could adversely affect our business, results of operations and financial condition.

We compete mostly on the pricing and the availability of containers. Lease rates for our containers depend on a large number of factors, including the following:

- the supply of, and demand for, containers available;
- the price of new containers (which is positively correlated with the price of steel);
- the type and length of the lease;
- interest rates and the availability of financing for leasing companies and shipping lines;
- embedded assumptions regarding residual value and future lease pricing;
- the type and age of the container;
- the location of the container being leased;
- the quantity of containers available for lease by our competitors; and
- lease rates offered by our competitors.

Most of these factors are beyond our control. In particular the price of steel declined 40% in 2015 and this has been a significant factor in the decline in new container prices and lease rates. In addition, lease rates can be negatively impacted by, among other things, the entrance of new leasing companies, overproduction of new containers by factories and the over-buying by shipping lines, leasing competitors and tax-driven container investors. In 2012 and continuing in 2013 and 2014, container leasing companies, including us, raised substantial amounts of new funds in the debt and equity markets and also were able to repeatedly refinance existing debt on ever more favorable terms. This increased availability of, and reduced cost of debt, which given a limited demand for containers, has contributed to downward pressure on lease rates. The impact to us of the current decline in lease rates has been more severe than past rate decreases due to the substantial growth in our owned fleet in the past few years and the relatively high prices paid for new containers in the period from 2010 to 2012 that were initially leased at historically high rates. If future market lease rates continue to decrease or remain at historically low levels, revenues generated by our fleet will be adversely affected, which will harm our business, results of operations, cash flows and financial condition.

Gains and losses associated with the disposition or trading of used equipment may fluctuate and adversely affect our business, results of operations and financial condition.

We regularly sell used containers at the end of their useful lives in marine service or when we believe it maximizes the projected financial return, considering the location, sale price, cost of repair, possible repositioning expenses, earnings prospects and remaining useful life. The realized residual value of these containers affects our profitability. The volatility of the residual values of used containers may be significant. These values depend upon, among other factors, demand for used containers for secondary purposes, comparable new container costs, used container availability, condition and location of the containers, and market conditions. Most of these factors are outside of our control. Additionally, if shipping lines or our leasing company competitors determine to sell their used containers at a younger age than we believe to be the useful life of our equipment, our containers may be more difficult to sell or may sell for less than containers that were more recently manufactured.

Gains or losses on the disposition of used container equipment and the sales fees earned on the disposition of managed containers will also fluctuate and may be significant if we sell large quantities of used containers. In 2015 we incurred approximately $33 million of container impairments due to the fact that when we determined to dispose of containers their book value exceeded the predicted residual value at the location of disposal. Continued low disposal prices and the high volume of containers being disposed of will cause this elevated level of container impairments to continue. Continued low disposal prices and/or disposal volumes could harm our business, results of operations and financial condition. See Item 5, "*Operating and Financial Review and Prospects*" for a discussion of our gains or losses on the disposition of used container equipment.

In addition to disposing of our fleet's used containers at the end of their useful life, we opportunistically purchase used containers for resale from our shipping line customers and other sellers. Shipping lines either enter into trading deals with us at the time they are ready to dispose of older containers or enter into purchase leaseback transactions with us where they sell us older containers and then lease them back until the shipping line is ready to dispose of the containers. We face resale price risk with both transactions since by the time the container is provided to us from the shipping line the prevailing prices for older containers may have declined from the value we assumed at the time of purchase.

If the supply of trading equipment becomes limited because these sellers develop other means for disposing of their equipment or develop their own sales network, our equipment trading revenues and our profitability could be negatively impacted. If selling prices rapidly deteriorate and we are holding a large inventory that was purchased when prices for trading equipment were higher or if prices decline over the life of our purchase leaseback transactions, then our gross margins from trading and the sale of containers acquired through purchase leaseback transactions would decline or become negative. Low resale prices coupled with the higher prices paid for purchase leaseback transactions completed several years ago have caused some purchase leaseback transactions to be unprofitable.

Lessee defaults have and may continue to harm our business, results of operations and financial condition by decreasing revenue and increasing storage, repositioning, collection, insurance and recovery expenses.

Our containers are leased to numerous container lessees. Lessees are required to pay rent and to indemnify us for damage to or loss of containers. Lessees may default in paying rent and performing other obligations under their leases. A delay or diminution in amounts received under the leases (including leases on our managed containers), or a default in the performance of maintenance or other lessee obligations under the leases could adversely affect our business, results of operations and financial condition and our ability to make payments on our debt.

We experienced several lessee defaults in 2015 which negatively impacted our financial performance and we believe that there is the continued risk of lessee defaults in 2016. During the last several years shipping lines

have made a number of efforts to raise freight rates on the major trade lanes, however rate increases have generally not been sustainable for long periods of time. Additionally, excess vessel capacity due to new ship production, including the production of very large ships, and the re-activation of previously laid up vessels will continue to be a factor in 2016. Major shipping lines reported mixed financial performance in 2015, but profits have not been consistent. While containerized trade grew slightly in 2015, it was not sufficient to fully utilize the increased vessel capacity. Existing excess vessel capacity and continued new vessel deliveries, especially the delivery of very large vessels, are expected to continue to pressure freight rates for some time. As a result we continue to face heightened risk that our financial performance and cash flow could be severely affected by defaults by our customers.

When lessees default, we may fail to recover all of our containers, and the containers that we do recover may be returned to locations where we will not be able to quickly re-lease or sell them on commercially acceptable terms. In recovery actions we must locate the containers and often need to pay accrued storage charges to depots and terminals. We also may have to reposition these containers to other places where we can re-lease or sell them, which could be expensive, depending on the locations and distances involved. Following repositioning, we may need to repair the containers and pay container depots for storage until the containers are re-leased. These recovery, repair and repositioning costs generally are reflected in our financial statements under direct container expense. Accordingly, the amount of our bad debt expense may not capture the total adverse financial impact on us from a shipping line's default. For our owned containers, these costs directly reduce our income and for our managed containers, lessee defaults decrease rental revenue and increase operating expenses, and thus reduce our management fee revenue. While we maintain insurance to cover some defaults, it is subject to large deductible amounts and significant exclusions and, therefore, may not be sufficient to prevent us from suffering material losses. In 2015 we filed a significant insurance claim for one of the lessee defaults we experienced. As a result of this insurance claim, potential future insurance claims or changes in the perceived risk of providing default insurance, default insurance might not be available to us in the future on commercially reasonable terms or at all. Our insurers may not agree with our determination that we have suffered an insured loss or our calculation of the amount of the insured loss. Any such future defaults could harm our business, results of operations and financial condition.

Historically we have recovered a very high percentage of the containers from defaulted lessees. However in the last three years we encountered defaults from several smaller lessees and lessees in locations where recoveries did not track to our historical experience and significant losses were incurred. These losses were due to a number of containers being unrecoverable as the containers were not in the control of the lessee or the containers were detained by depots or terminals that demanded storage charges in excess of the value of the detained containers after accounting for repair and repositioning costs. If a material amount of future recoveries from defaulted lessees continue to deviate from our historical recovery experience, our financial performance and cash flow could be severely adversely affected.

Certain liens may arise on our containers.

Depot operators, manufacturers, repairmen and transporters do come into possession of our containers from time to time and have amounts due to them from the lessees or sublessees of the containers. In the event of nonpayment of those charges by the lessees or sublessees, we may be delayed in, or entirely barred from, repossessing the containers, or be required to make payments or incur expenses to discharge such liens on our containers.

If we are unable to lease our new containers shortly after we purchase them, our business, results of operations, cash flows and financial condition may be harmed.

Lease rates for new containers are positively correlated to the fluctuations in the price of new containers, which is positively correlated with the price of steel, a major component used in the manufacture of new

containers. If we are unable to lease the new containers that we purchase within a short period of time of such purchase, the market price of new containers and the corresponding market lease rates for new containers may decrease, regardless of the higher cost of the previously purchased containers. Additionally, if we believe new container prices are attractive, we may purchase more containers than we have immediate demand for if we expect container prices or lease rates may rise. If prices do not rise or new container demand weakens, we may be unable to lease this speculative inventory on attractive terms or at all. Declines in new container prices, lease rates, or the inability to lease new containers could harm our business, results of operations and financial condition.

We face risks associated with re-leasing containers after their initial long term lease.

We estimate the useful lives of our non-refrigerated containers other than open-top and flat-rack containers, refrigerated containers, tank containers and open top and flat rack containers to be 13, 12, 20 and 14 years, respectively. When we purchase newly produced containers, we typically lease them out under long-term leases with terms of three to five years at a lease rate that is correlated to the price paid for the container and prevailing interest rates. As containers leased under term leases are not leased out for their full economic life, we face risks associated with re-leasing containers after their initial long term lease at a rate that continues to provide a reasonable economic return based on the initial purchase price of the container. For leases that are currently expiring we are re-leasing the containers at substantially lower lease per diems as prevailing container lease rates have declined significantly from the lease rates available three to five years ago when these containers were initially leased. If prevailing container lease rates decline significantly between the time a container is initially leased out and when its initial long term lease expires, or if overall demand for containers declines, we may be unable to earn a similar lease rate from the re-leasing of containers when their initial term leases expire which could materially adversely impact our results and financial performance.

Sustained reduction in the production of new containers could harm our business, results of operations and financial condition.

The lack of new production of standard dry freight containers from the fourth quarter of 2008 through the end of 2009, combined with continued retirement of older containers in the ordinary course, led to a decline in the world container fleet of approximately 4% in 2009, creating a shortage of containers as worldwide cargo volumes increased by 12.0% in 2010 and 8.6% in 2011. During the period of decline in the world container fleet, container manufacturers lost up to 60% of their skilled work force due to long shutdowns, and had limited production capacity in 2010 as they had to hire and train a new skilled work force. Although manufacturers resumed production in 2011 and continued steady production from 2012 through 2015, if there is a sustained reduction in the production of new containers, it could impact our ability to expand our fleet, which could harm our business, results of operations and financial condition.

Consolidation of container manufacturers or the disruption of manufacturing for the major manufacturers could result in higher new container prices and/or decreased supply of new containers. Any material increase in the cost or reduction in the supply of new containers could harm our business, results of operations and financial condition.

We currently purchase almost all of our containers from manufacturers based in the People's Republic of China (the "PRC"). If it were to become more expensive for us to procure containers in the PRC or to transport these containers at a low cost from the manufacturer to the locations where they are needed by our container lessees because of changes in exchange rates between the U.S. Dollar and Chinese Yuan, consolidation among container suppliers, increased tariffs imposed by the U.S. or other governments, increased fuel costs, increased labor costs, or for any other reason, we may have to seek alternative sources of supply and we may not be able to make alternative arrangements quickly enough to meet our container needs, and the alternative arrangements may increase our costs.

In particular, the availability and price of containers depend significantly on the capacity and bargaining position of the major container manufacturers. Three major manufacturers have approximately 80% of that industry's market share. This market structure has lead to significant variability in container prices. If an increased cost of purchasing containers is not matched by a corresponding increase in lease rates, our business, results of operations and financial condition would be harmed.

A contraction or slowdown in containerized cargo growth or negative containerized cargo growth would lead to a surplus of containers and a lack of storage space, which could negatively impact us.

We depend on third party depot operators to repair and store our equipment in port areas throughout the world. Growth in the world's container fleet has significantly outpaced growth in depot capacity and even in the current period of historically high utilization, we are currently experiencing limited depot capacity in certain major port cities, including Singapore, Hong Kong and Pusan. Additionally, the land occupied by depots is increasingly being considered prime real estate, as it is coastal land in or near major cities, and this land may be developed into other uses or there may be increasing restrictions on depot operations by local communities. This trend has already caused depot storage costs to increase and could further increase depots costs and in some cases force depots to relocate to sites further from the port areas. If these changes affect a large number of our depots, or if we experience a period of lower container utilization, it could significantly increase the cost of maintaining and storing our off-hire containers. Additionally, if depot space is unavailable, we may be unable to accept returned containers from lessees, which may cause us to breach our lease agreements.

We own a large and growing number of containers in our fleet and are subject to significant ownership risk and increasing our owned fleet entails increasing our debt, which could result in financial instability.

Ownership of containers entails greater risk than management of containers for container investors. In 2015, we increased the percentage of containers in our fleet that we own from 78.9% at the beginning of the year to 80.1% at the end of the year and as of February 29, 2016 the owned percentage of our fleet is approximately 80.2%. The increased number of containers in our owned fleet increases our exposure to financing costs, financing risks, changes in per diem rates, re-leasing risk, changes in utilization rates, lessee defaults, repositioning costs, storage expenses, impairment charges and changes in sales price upon disposition of containers. The number of containers in our owned fleet fluctuates over time as we purchase new containers, sell containers into the secondary resale market, and acquire other fleets. As part of our strategy, we focus on increasing the number of owned containers in our fleet and we therefore expect our ownership risk to increase correspondingly.

As we increase the number of containers in our owned fleet, we will likely have more capital at risk and may need to maintain higher debt balances. For example, our total debt increased from $2,996.0 million at the start of 2015 to $3,023.5 million at the end of 2015. Additional borrowings may not be available under our revolving credit facilities or our secured debt facilities, and we may not be able to refinance these facilities, if necessary, on commercially reasonable terms or at all. We may need to raise additional debt or equity capital in order to fund our business, expand our sales activities and/or respond to competitive pressures. We may not have access to the capital resources we desire or need to fund our business or may not have access on attractive terms. These effects, among others, may reduce our profitability and adversely affect our plans to maintain the container ownership portion of our business.

Terrorist attacks, the threat of such attacks or the outbreak of war and hostilities could negatively impact our operations and profitability and may expose us to liability.

Terrorist attacks and the threat of such attacks have contributed to economic instability in the U.S. and elsewhere, and further acts or threats of terrorism, violence, war or hostilities could similarly affect world trade and the industries in which we and our container lessees operate. For example, worldwide containerized trade dramatically decreased in the immediate aftermath of the September 11, 2001 terrorist attacks in the U.S., which affected demand for leased containers. In addition, terrorist attacks, threats of terrorism, violence, war or

hostilities may directly impact ports, depots, our facilities or those of our suppliers or container lessees and could impact our sales and our supply chain. A severe disruption to the worldwide ports system and flow of goods could result in a reduction in the level of international trade and lower demand for our containers.

Our lease agreements require our lessees to indemnify us for all costs, liabilities and expenses arising out of the use of our containers, including property damage to the containers, damage to third-party property and personal injury. However, our lessees may not have adequate resources to honor their indemnity obligations after a terrorist attack. Our insurance coverage is limited and is subject to large deductibles and significant exclusions and we have very limited insurance for liability arising from a terrorist attack. Accordingly, we may not be protected from liability (and expenses in defending against claims of liability) arising from a terrorist attack.

We derive a substantial portion of our lease billings from a limited number of container lessees, and the loss of, or reduction in business by, any of these container lessees could harm our business, results of operations and financial condition.

We have derived, and believe that we will continue to derive, a significant portion of lease billings and cash flow from a limited number of container lessees. Lease billings from our 20 largest container lessees represented $475.9 million or 77.4% of the total fleet billings during 2015, with lease billings from our single largest container lessee accounting for $74.8 million, or 12.2% of container lease billings during such fiscal year. Given the high concentration of our customer base, a default by any of our largest customers would result in a major reduction in leasing revenue, large repossession expenses, potentially large lost equipment charges and a material adverse impact on our performance and financial condition.

The introduction of very large container ships (13,000 TEU+) on the major trade lanes may lead to further industry consolidation, an even greater reliance by us on our largest customers, and negatively impact the performance of smaller and mid-size shipping lines. Several of the largest shipping lines have invested heavily in these very large ships and reportedly have achieved meaningful unit cost advantages and increased market shares on the major trade lanes. In response, some smaller shipping lines have started to exit the major trade lanes, while others are seeking to form closer operating partnerships.

Consolidation, shipping line alliances, and concentration in the container shipping industry could decrease the demand for leased containers.

We primarily lease containers to container shipping lines. The container shipping lines have historically relied on a large number of leased containers to satisfy their needs. The shipping industry has been consolidating for a number of years, and further consolidation is expected. In recent years two major German shipping lines have each acquired different South American shipping lines, a French shipping line acquired a Singaporean shipping line and two large Chinese shipping lines are expected to consolidate. Historically shipping lines have also formed a number of alliances to share vessel space and the creation of new alliances and changes in the membership of each alliance is ongoing. Consolidation of major container shipping lines and growth of alliances could create efficiencies and decrease the demand that container shipping lines have for leased containers because they may be able to fulfill a larger portion of their needs through their owned container fleets. Consolidation could also create concentration of credit risk if the number of our container lessees decreases. If shipping line alliances are effective at making shipping lines more efficient, this could reduce the demand for containers. Additionally, large container shipping lines with significant resources could choose to manufacture or purchase their own containers, which would decrease their demand for leased containers and could harm our business, results of operations and financial condition.

We face extensive competition in the container leasing industry and our lessees may decide to buy, rather than lease their containers.

We may be unable to compete favorably in the highly competitive container leasing and container management businesses. We compete with a relatively small number of major leasing companies, many smaller

lessors, companies and financial institutions offering finance leases, and promoters of container ownership and leasing as a tax-efficient investment. Some of these competitors may have greater financial resources and access to capital than we do. Additionally, some of these competitors may have large, underutilized inventories of containers, which could, if leased, lead to significant downward pressure on per diem rates, margins and prices of containers. Competition among container leasing companies depends upon many factors, including, among others: per diem rates; supply reliability; lease terms, including lease duration, drop-off restrictions and repair provisions; customer service; and the location, availability, quality and individual characteristics of containers. In recent years several container leasing companies have acquired other container lessors and we may face increased competition from these merged firms. Following the completion of each consolidation, the new entity may face further pressure for fleet growth and may compete even more aggressively, causing further declines in per diems available from new container leases. New entrants into the leasing business may be attracted by the historically high rate of containerized trade growth, access to the capital markets and the historically low pricing for containers. New entrants may be willing to offer pricing or other terms that we are unwilling or unable to match. Additionally, the management agreements under which we manage containers for other parties do not restrict these container owners from having other container fleets managed by competing leasing companies or from directly competing with us.

We, like other suppliers of leased containers, are dependent upon decisions by shipping lines to lease rather than buy their container equipment. Shipping lines own a significant amount of the world's intermodal containers and effectively compete with us. In part due to constraints on their financing and desire to allocate capital to new ship purchases and port terminals, in recent years, shipping lines have generally reduced their purchases of new containers. In 2015 we believe that about 55% of all shipping containers were purchased by leasing companies and we estimate that this trend will continue in 2016. However the low prevailing prices for new containers may cause shipping lines to purchase a greater percentage of their containers than they have in recent years. Should shipping lines decide to buy a larger percentage of the containers they operate, our utilization rate would decrease, resulting in decreased leasing revenues, increased storage costs and increased positioning costs. A decrease in the portion of leased containers would also reduce our investment opportunities and significantly constrain our growth.

Our results of operations are subject to changes resulting from the political and economic policies of the PRC and economic activity in the PRC.

A substantial portion of our containers are leased out from locations in the PRC. The main manufacturers of containers are also located in the PRC. The political and economic policies of the PRC and the level of economic activity in the PRC may have a significant impact on our company and our financial performance.

Changes in the political leadership of the PRC may have a significant effect on laws and policies that impact economic growth and trade and the corresponding need for containers to ship goods from the PRC, including the introduction of measures to control inflation, changes in the rate or method of taxation, and the imposition of additional restrictions on currency conversion, remittances abroad, and foreign investment. Moreover, economic reforms and growth in the PRC have been more successful in certain provinces than in others, and the continuation of or increases in such disparities could affect the political or social stability of the PRC. Furthermore, the current high level of debt by some companies in China may lead to defaults which may not be supported by the Chinese government. In recent years the rate of economic growth in the PRC has declined significantly and is expected to decline further. Additionally government policies that reduce the emphasis on manufacturing and increase priorities for domestic consumption and services may alter trade patterns and reduce demand for containers.

A large number of our shipping line customers are domiciled either in the PRC (including Hong Kong) or in Taiwan. In 2015, approximately 27.1% of our revenue was attributable to shipping line customers that were either domiciled in the PRC (including Hong Kong) or in Taiwan. Almost all container manufacturing facilities from which we purchased our containers in 2015 are located in the PRC. A reduced rate of economic growth,

changes to economic policy or political instability in either the PRC or Taiwan could have a negative effect on our major customers, our ability to obtain containers and correspondingly, our results of operations and financial condition.

The legal systems in the PRC and other jurisdictions have inherent uncertainties that could limit the legal protections available to us and even if legal judgments are obtained, collection may be difficult.

We currently purchase almost all of our containers from manufacturers based in the PRC. In addition, a substantial portion of our containers are leased out from locations in the PRC. California law governs almost all of these agreements. However, disputes or settlements arising out of these agreements may need to be enforced in the PRC. The PRC legal system is based on written statutes. Prior court decisions may be cited for reference but have limited precedential value. Since 1979, PRC legislation and regulations have significantly enhanced the protections afforded to various forms of foreign investments in the PRC. However, since these laws and regulations are relatively new and the PRC legal system continues to evolve, the interpretations of many laws, regulations and rules are not always uniform and may be subject to considerable discretion, variation, or influence by external forces unrelated to the legal merits of a particular matter. The enforcement of these laws, regulations, and rules involves uncertainties that may limit remedies available to us. Any litigation or arbitration in the PRC may be protracted and may result in substantial costs and diversion of resources and management attention. In addition, the PRC may enact new laws or amend current laws that may be detrimental to us, which may have a material adverse effect on our business operations. If we are unable to enforce any legal rights that we may have under our contracts or otherwise in the PRC, our ability to compete and our results of operations could be harmed.

In addition, as our containers are used in trade involving goods being shipped to locations throughout the world, it is not possible to predict, with any degree of certainty, the jurisdictions in which enforcement proceedings may be commenced. Litigation and enforcement proceedings have inherent uncertainties in any jurisdiction and are expensive. These uncertainties are enhanced in countries that have less developed legal systems where the interpretation of laws and regulations is not consistent, may be influenced by factors other than legal merits and may be cumbersome, time-consuming and even more expensive. For example, repossession from defaulting lessees may be difficult and more expensive in jurisdictions whose laws do not confer the same security interests and rights to creditors and lessors as those in the United States and where the legal system is not as well developed. Additionally, even if we are successful in obtaining judgments against defaulting lessees, these lessees may have limited owned assets and/or heavily encumbered assets and the collection and enforcement of a monetary judgment may be unsuccessful. As a result, the remedies available and the relative success and expedience of collection and enforcement proceedings with respect to the containers in various jurisdictions cannot be predicted.

Because substantially all of our revenues are generated in U.S. dollars, but a significant portion of our expenses are incurred in other currencies, exchange rate fluctuations could have an adverse impact on our results of operations.

The U.S. dollar is our primary operating currency. Almost all of our revenues are denominated in U.S. dollars, and approximately 73% of our direct container expenses were denominated in U.S. dollars for the year ended December 31, 2015. Accordingly, a significant amount of our expenses are incurred in currencies other than the U.S. dollar. This difference could lead to fluctuations in net income due to changes in the value of the U.S. dollar relative to the other currencies. During 2015, 2014 and 2013, 27%, 28%, and 32%, respectively, of our direct container expenses were paid in up to 18 different foreign currencies. A decrease in the value of the U.S. dollar against non-U.S. currencies in which our expenses are incurred translates into an increase in those expenses in U.S. dollar terms, which would decrease our net income. While the prices of the used containers we trade or dispose of are primarily quoted and billed in U.S. Dollars, declines in the currencies where these containers are sold relative to the U.S. Dollar can serve to reduce the market prices for used containers, which will decrease our net income. We do not engage in foreign currency hedging activities which might reduce the volatility associated with exchange rates.

Sustained Asian economic instability could reduce demand for leasing, which would harm our business, results of operations and financial condition.

Many of our customers are substantially dependent upon shipments of goods exported from Asia. From time to time, there have been health scares, such as Severe Acute Respiratory Syndrome and avian flu, financial turmoil, natural disasters and political instability in Asia. If these events were to occur in the future, they could adversely affect our container lessees and the general demand for shipping and lead to reduced demand for leased containers or otherwise adversely affect us. Any reduction in demand for leased containers would harm our business, results of operations and financial condition.

The demand for leased containers is partially tied to international trade. If this demand were to decrease due to increased barriers to trade, or for any other reason, it could reduce demand for intermodal container leasing, which would harm our business, results of operations and financial condition.

A substantial portion of our containers are used in trade involving goods being shipped from the PRC and other Asian countries to the United States, Europe, Latin America or other regions and within Asia. The willingness and ability of international consumers to purchase foreign goods is dependent on political support, in the United States, Europe Latin America and other countries, for an absence of government-imposed barriers to international trade in goods and services. For example, international consumer demand for foreign goods is related to price; if the price differential between foreign goods and domestically-produced goods were to decrease due to increased tariffs on foreign goods, strengthening in the applicable foreign currencies relative to domestic currencies, rising wages, increasing input or energy costs or other factors, demand for foreign goods could decrease, which could result in reduced demand for intermodal container leasing. A similar reduction in demand for intermodal container leasing could result from an increased use of quotas or other technical barriers to restrict trade. The current regime of relatively free trade may not continue.

The international nature of the container shipping industry exposes us to numerous risks.

We are subject to risks inherent in conducting business across national boundaries, any one of which could adversely impact our business. These risks include:

- regional or local economic downturns;
- fluctuations in currency exchange rates;
- changes in governmental policy or regulation;
- restrictions on the transfer of funds or other assets into or out of different countries;
- import and export duties and quotas;
- domestic and foreign customs, tariffs and taxes;
- war, hostilities and terrorist attacks, or the threat of any of these events;
- government instability;
- nationalization of foreign assets;
- government protectionism;
- compliance with export controls and economic sanctions, including those of the U.S. Department of Commerce and the U.S. Treasury;
- compliance with import procedures and controls, including those of the U.S. Department of Homeland Security;
- consequences from changes in tax laws, including tax laws pertaining to the container investors;
- potential liabilities relating to foreign withholding taxes;

- labor or other disruptions at key ports;
- difficulty in staffing and managing widespread operations; and
- restrictions on our ability to own or operate subsidiaries, make investments or acquire new businesses in various jurisdictions.

One or more of these factors or other related factors may impair our current or future international operations and, as a result, harm our business, results of operations and financial condition.

We rely on our proprietary information technology systems to conduct our business. If these systems fail to perform their functions adequately, or if we experience an interruption in their operation, our business, results of operations and financial condition could be harmed.

The efficient operation of our business is highly dependent on our proprietary information technology systems. We rely on our systems to record transactions, such as repair and depot charges, purchases and disposals of containers and movements associated with each of our owned or managed containers. We use the information provided by these systems in our day-to-day business decisions in order to effectively manage our lease portfolio, reduce costs and improve customer service. We also rely on these systems for the accurate tracking of the performance of our managed fleet for each container investor. The failure of our systems to perform as we expect could disrupt our business, adversely affect our results of operations and cause our relationships with lessees and container investors to suffer. Our information technology systems are vulnerable to damage or interruption from circumstances beyond our control, including fire, natural disasters, power loss and computer systems failures and viruses or cyber-attacks. Even though we have developed redundancies and other contingencies to mitigate any disruptions to our information technology systems, these redundancies and contingencies may not completely prevent interruptions to our information technology systems. In recent years we have moved various information technology systems and data to cloud-based storage providers and software vendors. We face additional risks from relying on third parties to store, process and manage our data and software. Any such interruptions could harm our business, results of operations and financial condition.

We may incur significant costs to reposition our containers, which could harm our business, results of operations and financial condition.

When lessees return containers to locations where supply exceeds demand and when lessees default and we recover containers, we sometimes reposition containers to higher demand areas. Repositioning expenses vary depending on geographic location, distance, freight rates and other factors, and may not be fully covered by drop-off charges collected from the previous lessee of the containers or pick-up charges paid by the new lessee. We seek to limit the number of and impose surcharges on containers returned to low demand locations. Market conditions, however, may not enable us to continue such practices. In addition, we may not be able to accurately anticipate which locations will be characterized by higher or lower demand in the future, and our current contracts will not protect us from repositioning costs if locations that we expect to be higher demand locations turn out to be lower demand locations at the time the containers are returned. Any such increases in costs to reposition our containers could harm our business, results of operations and financial condition.

Our indebtedness reduces our financial flexibility and could impede our ability to operate.

We have historically operated with, and anticipate continuing to operate with, a significant amount of debt. As of December 31, 2015, we had outstanding indebtedness of $3,023.5 million under our debt facilities. All of our outstanding indebtedness is secured debt collateralized by our container assets. There is no assurance that we will be able to refinance our outstanding indebtedness on terms that we can afford or at all. If we are unable to refinance our outstanding indebtedness, or if we are unable to increase the amount of our borrowing capacity, it could limit our ability to grow our business.

The amount of our indebtedness, and the terms of the related indebtedness (including interest rates and covenants), could have important consequences for us, including the following:

- require us to dedicate a substantial portion of our cash flow from operations to make payments on our debt, thereby reducing funds available for operations, investments, dividends, and future business opportunities and other purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- reduce our ability to make acquisitions or expand our business;
- make it more difficult for us to satisfy our current or future debt obligations;
- any failure to comply with our debt obligations, including financial and other restrictive covenants, could result in an event of default under the agreements governing such indebtedness, which could lead to, among other things, an acceleration of our indebtedness or foreclosure on the assets securing our indebtedness and have a material adverse effect on our business or financial condition;
- limit our ability to borrow additional funds or to sell assets to raise funds, if needed, for working capital, capital expenditures, acquisitions or other purposes; and
- increase our vulnerability to general adverse economic and industry conditions, including changes in interest rates.

We may not generate sufficient cash flow from operations to service and repay our debt and related obligations and have sufficient funds left over to achieve or sustain profitability in our operations, meet our working capital and capital expenditure needs or compete successfully in our industry.

We will require a significant amount of cash to service and repay our outstanding indebtedness, fund future capital expenditures, and our ability to generate cash depends on many factors beyond our control.

Our ability to make payments on and repay our indebtedness and to fund planned capital expenditures will depend on our ability to generate cash in the future. Our business primarily generates cash from our container assets. Our lenders, rating agencies and the investors in our asset-backed debt securities look to the historical and anticipated performance of our container assets when deciding whether to lend to us and the terms for such lending. It is possible that:

- our business will not generate sufficient cash flow from operations to service and repay our debt and to fund working capital requirements and future capital expenditures;
- future borrowings will not be available under our current or future credit facilities in an amount sufficient to enable us to refinance our debt; or
- we will not be able to refinance any of our debt on commercially reasonable terms or at all due to declining historical or anticipated financial performance of our assets or for other reasons.

The terms of our debt facilities impose, and the terms of any future indebtedness may impose, significant operating, financial and other restrictions on us and our subsidiaries.

Restrictions imposed by our secured debt facilities, revolving credit facilities, term loan and bonds may limit or prohibit, among other things, our ability to:

- incur additional indebtedness;
- pay dividends on or redeem or repurchase our common shares;
- enter into new lines of business;

- issue capital stock of our subsidiaries;
- make loans and certain types of investments;
- incur liens;
- sell certain assets or merge with or into other companies or acquire other companies;
- enter into certain transactions with shareholders and affiliates; and
- restrict dividends, distributions or other payments from our subsidiaries.

We are also required to comply with certain financial ratio covenants. These restrictions could adversely affect our ability to finance our future operations or capital needs and pursue available business opportunities. A breach of any of these financial covenants and restrictions, due to weaker financial performance, reduced asset values or otherwise could result in a default in respect of the related indebtedness. If a default occurs, the relevant lenders could elect to declare the indebtedness, together with accrued interest and fees, to be immediately due and payable and proceed against any collateral securing that indebtedness, which will constitute substantially all of our container assets.

If we are unable to enter into interest rate swaps, collars and caps on reasonable commercial terms or if a counterparty under our interest rate swap, collar and cap agreements defaults, our exposure associated with our variable rate debt could increase.

We have typically funded a significant portion of the purchase price of new containers through borrowings under our revolving credit facilities and our secured debt facilities and intend to use borrowings under our revolving credit facilities and our secured debt facilities for such funding in the future. All of our outstanding debt, other than the $498.4 million in aggregate principal amount under TMCL III's Series 2013-1 and Series 2014-1 Fixed Rate Asset Backed Notes are subject to variable interest rates. We have entered into various interest rate swap, collar and cap agreements to mitigate our exposure associated with variable rate debt. The swap agreements involve payments by us to counterparties at fixed rates in return for receipts based upon variable rates indexed to the London Inter Bank Offered Rate. There can be no assurance that interest rate swaps, collars and caps will be available in the future, or if available, will be on terms satisfactory to us. Moreover, our interest rate swap agreements are subject to counterparty credit exposure, which is defined as the ability of a counterparty to perform its financial obligations under a derivative contract. While we monitor our counterparties' credit ratings on an on-going basis, we cannot be certain that they will stay in compliance with the related derivative agreements and not default in the future. If we are unable to obtain interest rate swaps, collars and caps or if a counterparty under our interest rate swap, collar and cap agreements defaults, our exposure associated with our variable rate debt could increase.

Use of counterfeit and improper refrigerant in refrigeration machines for refrigerated containers could cause irreparable damage to the refrigeration machines, death or personal injury, and materially impair the value of our refrigerated container fleet.

In the past few years, there have been a limited number of reports of counterfeit and improper refrigerant gas being used to service refrigeration machines in depots in Asia. The use of this counterfeit gas has led to the explosion of several refrigeration machines. Several of these incidents have resulted in personal injury or death, and in all cases, the counterfeit gas has led to irreparable damage to the refrigeration machines.

Safer testing procedures have been developed and were implemented by refrigeration manufacturers and industry participants in order to determine whether counterfeit or improper gas has been used to service a refrigeration machine. However, there can be no assurance that these procedures will prove to be reliable and cost effective. If industry procedures and tests are not proven safe and effective or if the use of such counterfeit and improper refrigerant is more widespread than currently believed or other counterfeit refrigerant issues

emerge in the future, the value of our refrigerated container fleet and our ability to lease refrigerated containers could be materially impaired and could therefore have a material adverse effect on our financial condition, results of operations and cash flows. Additionally, we might be subject to claims for damages by parties injured by contaminated refrigeration machinery operated by our lessees which may materially adversely affect us.

We face risks from our tank container management agreement with Trifleet Leasing (The Netherlands) B.V.

In June 2013 we announced that we had entered into a tank container management agreement with Trifleet Leasing (The Netherlands) B.V. ("Trifleet"). Under this agreement, we invest funds with Trifleet for the purchase and leasing of tank containers. Trifleet is our exclusive manager for investments in tank containers. Intermodal tank containers are used for the transport and storage of liquid foodstuffs, chemicals and gases. This is a specialized market subject to a number of regulations and strict operating procedures. As Trifleet is investing funds on our behalf in tank containers, our return on any investments under this management agreement are highly reliant on their skill and performance, as well as, the overall investment climate for tank containers. While we approve of the amounts committed under the management agreement, Trifleet selects the lessees, negotiates lease terms, determines equipment specifications, negotiates equipment orders and supervises production, and is responsible for all other management activities including customer billing, equipment return, re-leasing, maintenance and repairs. If Trifleet or the tank container market does not perform as we anticipate, we may not receive adequate returns on our investment and our results could be materially impacted. Additionally, given the nature of tank containers and their cargos, our ownership of tank containers could expose us to different and additional risks than we generally face as the owner and lessor of dry freight and refrigerated containers. While lessees, Trifleet and ourselves all maintain insurance, and lessees agree to accept liability for claims caused by the operation of tank containers, this may still be inadequate to shield us from costs and liability from any claims arising from tank containers that we own pursuant to the Trifleet management agreement.

If our insurance is inadequate or if we are unable to obtain insurance, we may experience losses.

Under all of our leases, our lessees are generally responsible for loss of or damage to a container beyond ordinary wear and tear, and they are required to purchase insurance to cover any other liabilities. Our depots are also required to maintain insurance and indemnify us against losses. We also maintain our own insurance to cover our containers when they are not on-hire to lessees or when the lessee fails to have adequate primary coverage, and third-party liability insurance for both on-hire and off-hire containers. In addition, we maintain insurance that, after satisfying our deductibles, would cover loss of revenue as a result of default under most of our leases, as well as, the recovery cost or replacement value of most of our containers. Lessees' and depots' insurance policies and indemnity rights may not protect us against losses. Our own insurance may prove to be inadequate to prevent against losses or in the future coverage may be unavailable or uneconomic, and losses could arise from a lack of insurance coverage.

U.S. investors in our company could suffer adverse tax consequences if we are characterized as a passive foreign investment company for U.S. federal income tax purposes.

Based upon the nature of our business activities, we could be classified in the future as a passive foreign investment company ("PFIC") for U.S. federal income tax purposes. Such characterization could result in adverse U.S. tax consequences to direct or indirect U.S. investors in our common shares. For example, if we are a PFIC, our U.S. investors could become subject to increased tax liabilities under U.S. tax laws and regulations and could become subject to burdensome reporting requirements. The determination of whether or not we are a PFIC is made on an annual basis and depends on the composition of our income and assets from time to time. Specifically, for any taxable year we will be classified as a PFIC for U.S. tax purposes if either:

- 75% or more of our gross income in a taxable year is passive income, or
- the average percentage of our assets (which includes cash) by value in a taxable year which produce or are held for the production of passive income is at least 50%.

In applying these tests, we are treated as owning or generating directly our pro rata share of the assets and income of any corporation in which we own at least 25% by value. In addition, the composition of our income and assets will be affected by how, and how quickly, we spend the cash we have raised.

If you are a U.S. investor and we are a PFIC for any taxable year during which you own our common shares, you could be subject to adverse U.S. tax consequences. Under the PFIC rules, unless a U.S. investor is permitted to and does elect otherwise under the Internal Revenue Code, such U.S. investor would be liable to pay U.S. federal income tax at the then prevailing income tax rates on ordinary income plus interest upon excess distributions and upon any gain from the disposition of our common shares, as if the excess distribution or gain had been recognized ratably over the investor's holding period for our common shares. Based on the composition of our income, valuation of our assets (including goodwill), and our election to treat certain of our subsidiaries as disregarded entities for U.S. federal income tax purposes, we do not believe we were a PFIC for any period after our initial public offering ("IPO") date and we do not expect that we should be treated as a PFIC for our current taxable year. However, there can be no assurance at all in this regard. Because the PFIC determination is highly fact intensive and made at the end of each taxable year, it is possible that we may be a PFIC for the current or any future taxable year or that the U.S. Internal Revenue Service ("IRS") may challenge our determination concerning our PFIC status.

We may become subject to unanticipated tax liabilities that may have a material adverse effect on our results of operations.

Textainer Group Holdings Limited is a Bermuda company, and we believe that a significant portion of the income derived from our operations will not be subject to tax in Bermuda, which currently has no corporate income tax, or in many other countries in which we conduct activities or in which our customers or containers are located. However, this belief is based on the anticipated nature and conduct of our business, which may change. It is also based on our understanding of our position under the tax laws of the countries in which we have assets or conduct activities. This position is subject to review and possible challenge by taxing authorities and to possible changes in law that may have retroactive effect.

A portion of our income is treated as effectively connected with our conduct of a trade or business within the U.S., and is accordingly subject to U.S. federal income tax. It is possible that the IRS will conclude that a greater portion of our income is effectively connected income that should be subject to U.S. federal income tax.

Our results of operations could be materially and adversely affected if we become subject to a significant amount of unanticipated tax liabilities.

Our U.S. subsidiaries may be treated as personal holding companies for U.S. federal tax purposes now or in the future.

Any of our direct or indirect U.S. subsidiaries could be subject to additional U.S. tax on a portion of its income if it is considered to be a personal holding company ("PHC") for U.S. federal income tax purposes. This status depends on whether more than 50% of the subsidiary's shares by value could be deemed to be owned (taking into account constructive ownership rules) by five or fewer individuals and whether 60% or more of the subsidiary's adjusted ordinary gross income consists of "personal holding company income," which includes certain forms of passive and investment income. The PHC rules do not apply to non-U.S. corporations. We believe that none of our U.S. subsidiaries should be considered PHCs. In addition, we intend to cause our U.S. subsidiaries to manage their affairs in a manner that reduces the possibility that they will meet the 60% income threshold. However, because of the lack of complete information regarding our ultimate share ownership (*i.e.*, particularly as determined by constructive ownership rules), our U.S. subsidiaries may become PHCs in the future and, in that event, the amount of U.S. federal income tax that would be imposed could be material.

The U.S. government has special contracting requirements that create additional risks.

We have a firm, fixed price, indefinite quantity contract with the U.S. Transportation Command Directorate of Acquisition ("USTranscom") to supply leased marine containers to the U.S. military. As an indefinite quantity contract, there is no guarantee that the U.S. military will pay more than the minimum guarantee, which guaranteed amount is substantially below the total amount authorized under the contract. Thus, the expected revenues from the USTranscom contract may not fully materialize. If we do not perform in accordance with the terms of the USTranscom contract, we may receive a poor performance report that would be considered by the U.S. military in making any future awards. Accordingly, we cannot be certain that we will be awarded any future government contracts.

In contracting with the U.S. military, we are subject to U.S. government contract laws, regulations and other requirements that impose risks not generally found in commercial contracts. For example, U.S. government contracts require contractors to comply with a number of socio-economic requirements and to submit periodic reports regarding compliance, are subject to audit and modification by the U.S. government in its sole discretion, and impose certain requirements relating to software and/or technical data that, if not followed, could result in the inadvertent grant to the U.S. government of broader licenses to use and disclose such software or data than intended.

These laws, regulations and contract provisions also permit, under certain circumstances, the U.S. government unilaterally to:

- suspend or prevent us for a set period of time from receiving new government contracts or extending existing contracts based on violations or suspected violations of laws or regulations;
- terminate the USTranscom contract;
- reduce the scope and value of the USTranscom contract;
- audit our performance under the USTranscom contract and our compliance with various regulations; and
- change certain terms and conditions in the USTranscom contract.

In addition, the U.S. military may terminate the USTranscom contract either for its convenience at any time or if we default by failing to perform in accordance with the contract schedule and terms. Termination for convenience provisions generally enable the contractor to recover only those costs incurred or committed, and settlement expenses and profit on the work completed prior to termination. Termination for default provisions do not permit these recoveries and make the contractor liable for excess costs incurred by the U.S. military in procuring undelivered items from another source.

In addition, the U.S. government could bring criminal and civil charges against us based on intentional or unintentional violations of the representations and certifications that we have made in the USTranscom contract. Although adjustments arising from U.S. government audits and reviews have not seriously harmed our business in the past, future audits and reviews could cause adverse effects. We could also suffer serious harm to our reputation if allegations of impropriety were to be made against us.

We may choose to pursue acquisitions or joint ventures that could present unforeseen integration obstacles or costs and we face risks from our two joint ventures.

We may pursue acquisitions and joint ventures. Acquisitions involve a number of risks and present financial, managerial and operational challenges, including:

- potential disruption of our ongoing business and distraction of management;
- difficulty integrating personnel and financial and other systems;
- hiring additional management and other critical personnel; and
- increasing the scope, geographic diversity and complexity of our operations.

In addition, we may encounter unforeseen obstacles or costs in the integration of acquired businesses. Also, the presence of one or more material liabilities of an acquired company that are unknown to us at the time of acquisition may have a material adverse effect on our business. Acquisitions or joint ventures may not be successful, and we may not realize any anticipated benefits from acquisitions or joint ventures.

On August 5, 2011, a joint venture, TW Container Leasing, Ltd ("TW"), was formed between our wholly-owned subsidiary, Textainer Limited ("TL"), and Wells Fargo Container Corp ("WFC"), a wholly-owned subsidiary of Wells Fargo and Company. The purpose of TW is to lease containers to lessees under direct financing leases. TW is governed by members, credit and management agreements. Under the members agreement, TL owns 25% and WFC owns 75% of the common shares and related voting rights of TW. TL also has two seats and WFC has six seats on TW's board of directors, with each seat having equal voting rights, provided, however, that the approval of at least one TL-appointed director is required for any action of the board of directors. As we do not own the majority of TW, we face risks associated with investing in an entity that we do not control and it is possible that the interests of the controlling stockholder could be different from our interests. Conflicts between us and the controlling stockholder of TW could result in litigation, an inability to operate TW, lost business opportunities for TW and us, and other problems that might have a material adverse impact on us as a whole.

On December 20, 2012, TL purchased 50.1% of the outstanding common shares of TAP Funding Ltd. ("TAP Funding"). TAP Funding owns a fleet of containers under our management. TAP Funding is governed by members and management agreements. TL has two voting rights and TAP Ltd. ("TAP"), the 49.9% shareholder, has one voting right in TAP Funding, with the exception of certain matters such as bankruptcy proceedings, the incurrence of debt and mergers and consolidations, which require unanimity. TL also has two seats and TAP has one seat on TAP Funding's board of directors. While we own the majority of TAP Funding, we face risks associated with TAP Funding's structure that requires both shareholders to agree on certain significant matters such as debt financing, mergers and liquidation. It is possible that the interests of the other shareholder could be different from our interests. Conflicts between us and the other shareholder of TAP Funding could result in litigation, an inability to finance and operate TAP Funding, and other problems that might have a material adverse impact on us as a whole.

Our senior executives are critical to the success of our business and any inability to retain them or recruit and successfully integrate new personnel could harm our business, results of operations and financial condition.

Our senior management has a long history in the container leasing industry, with an average of 16 years of service with us. We rely on this knowledge and experience in our strategic planning and in our day-to-day business operations. Our success depends in large part upon our ability to retain our senior management, the loss of one or more of whom could have a material adverse effect on our business.

Our success also depends on our ability to retain our experienced sales force and technical personnel as well as recruit new skilled sales, marketing and technical personnel. Competition for these individuals in our industry is intense and we may not be able to successfully recruit, train or retain qualified personnel. If we fail to retain and recruit the necessary personnel, our business and our ability to obtain new container lessees and provide acceptable levels of customer service could suffer. We have "at will" employment agreements with all of our executive officers.

The lack of an international title registry for containers increases the risk of ownership disputes.

Although the Bureau International des Containers registers and allocates a four letter prefix to every container in accordance with ISO standard 6346 (Freight container coding, identification and marking) to identify the owner/operator and each container has a unique prefix and serial number, there is no internationally recognized system of recordation or filing to evidence our title to containers nor is there an internationally

recognized system for filing security interests in containers. Although this has not occurred to date, the lack of a title recordation system with respect to containers could result in disputes with lessees, end-users, or third parties who may improperly claim ownership of containers.

We may incur costs associated with new cargo security regulations, which may adversely affect our business, results of operations and financial condition.

We may be subject to regulations promulgated in various countries, including the U.S., seeking to protect the integrity of international commerce and prevent the use of containers for international terrorism or other illicit activities. For example, the Container Security Initiative, the Customs-Trade Partnership Against Terrorism and Operation Safe Commerce are among the programs administered by the U.S. Department of Homeland Security that are designed to enhance security for cargo moving throughout the international transportation system by identifying existing vulnerabilities in the supply chain and developing improved methods for ensuring the security of containerized cargo entering and leaving the U.S. Moreover, the International Convention for Safe Containers, 1972, as amended, adopted by the International Maritime Organization, applies to containers and seeks to maintain a high level of safety of human life in the transport and handling of containers by providing uniform international safety regulations. As these regulations develop and change, we may incur compliance costs due to the acquisition of new, compliant containers and/or the adaptation of existing containers to meet new requirements imposed by such regulations. Additionally, certain companies are currently developing or may in the future develop products designed to enhance the security of containers transported in international commerce. Regardless of the existence of current or future government regulations mandating the safety standards of intermodal shipping containers, our competitors may adopt such products or our container lessees may require that we adopt such products. In responding to such market pressures, we may incur increased costs, which could have a material adverse effect on our business, results of operations and financial condition.

Environmental liability and regulations may adversely affect our business, results of operations and financial condition.

We are subject to federal, state, local and foreign laws and regulations relating to the protection of the environment, including those governing the discharge of pollutants to air, ground and water, the management and disposal of hazardous substances and wastes and the cleanup of contaminated sites. We could incur substantial costs, including cleanup costs, fines and costs arising out of third-party claims for property or natural resource damage and personal injury, as a result of violations of or liabilities under or compliance with environmental laws and regulations in connection with our or our lessees' current or historical operations. Under some environmental laws in the U.S. and certain other countries, the owner or operator of a container may be liable for environmental damage, cleanup or other costs in the event of a spill or discharge of material from the container without regard to the fault of the owner or operator. While we typically maintain certain limited liability insurance and typically require lessees to provide us with indemnity against certain losses, the insurance coverage may not be sufficient to protect against any or all liabilities and such indemnities may not be sufficient, or available, to protect us against losses arising from environmental damage. Moreover, our lessees may not have adequate resources, or may refuse to honor their indemnity obligations and our insurance coverage is subject to large deductibles, coverage limits and significant exclusions.

Environmental regulations also impact container production and operation, including regulations on the use of chemical refrigerants due to their ozone depleting and global warming effects. Our refrigerated containers currently use R134A refrigerant. While R134A does not contain chlorofluorocarbons ("CFCs"), the European Union ("EU") has instituted regulations to phase out the use of R134A in automobile air conditioning systems beginning in 2011 due to concern that the release of R134A into the atmosphere may contribute to global warming. While the European Union regulations do not currently restrict the use of R134A in refrigerated containers or trailers, it is possible that the phase out of R134A in automobile air conditioning systems will be extended to containers in the future and our operations could be impacted. It has been proposed that R134A usage in containers be banned beginning in 2025, although the final decision has not been made as of yet.

Container production also raises environmental concerns. The floors of dry freight containers are plywood typically made from tropical hardwoods. Due to concerns regarding de-forestation and climate change, many countries have implemented severe restrictions on the cutting and export of this wood. Accordingly, container manufacturers have switched a significant portion of production to alternatives such as birch, bamboo, and other farm grown wood and users are also evaluating alternative designs that would limit the amount of plywood required and are also considering possible synthetic materials. New woods or other alternatives have not proven their durability over the typical life of a dry freight container, and if they cannot perform as well as the hardwoods have historically, the future repair and operating costs for these containers may be impacted. Also, the insulation foam in the walls of certain refrigerated containers requires the use of a blowing agent that contains CFCs. Manufacturers are phasing out the use of this blowing agent in manufacturing, however, if future regulations prohibit the use or servicing of containers with insulation manufactured with this blowing agent we could be forced to incur large retrofitting expenses and these containers might bring lower rental rates and disposal prices. EU regulations currently restrict the sale or use of refrigerated containers manufactured with the CFC containing blowing agent and strict enforcement of these regulations could impact our ability to lease or sell these refrigerated containers in EU countries.

We are subject to certain U.S. laws that may impact our international operations and any investigation or determination that we violated these laws may affect our business and operations adversely.

As a Bermuda corporation that has an indirect wholly-owned U.S. subsidiary with operations in the U.S., our U.S. operations are subject to certain U.S. laws that may also impact our international operations. We are subject to the regulations imposed by the Foreign Corrupt Practices Act, which generally prohibits U.S. companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or keeping business. We are also subject to U.S. Executive Orders and U.S. Treasury sanctions regulations restricting or prohibiting business dealings in or with certain nations and with certain specially designated nationals (individuals and legal entities). Any determination or investigation into violations of these laws and regulations could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We could face litigation involving our management of containers for container investors.

We manage containers for container investors under management agreements that are negotiated with each container investor. We make no assurances to container investors that they will make any amount of profit on their investment or that our management activities will result in any particular level of income or return of their initial capital. Although our management agreements contain contractual protections and indemnities that are designed to limit our exposure to such litigation, such provisions may not be effective, and we may be subject to a significant loss in a successful litigation by a container investor.

We may not always pay dividends on our common shares or our dividends could be reduced.

We may not be able to pay future dividends, or we may need to reduce our dividend, because dividends depend on future earnings, capital requirements, and financial condition. In 2015 we lowered our dividend for the first time since our 2007 initial public offering. The declaration, amount and payment of future dividends are at the discretion of our board of directors and will be dependent on our future operating results and the cash requirements of our business. There are a number of factors that can affect our ability to pay dividends and there is no guarantee that we will pay dividends in any given year, in each quarter of a year, or pay any specific amount of dividends. In addition, we will not pay dividends in the event we are not allowed to do so under Bermuda law, are in default under (or such payment would cause a default under) TL's revolving credit facility or term loan, or if such payment would cause us to breach any of our covenants. These covenants include certain financial covenants, which would be directly affected by the payment of dividends, such as a maximum ratio of consolidated funded debt to consolidated tangible net worth (which amount would decrease by the amount of any dividend paid). The reduction, suspension or elimination of dividends may negatively affect the market price of our common shares. Furthermore, since we are a holding company, substantially all of the assets shown on our

consolidated balance sheet are held by our subsidiaries. Accordingly, our earnings and cash flow and our ability to pay dividends are largely dependent upon the earnings and cash flows of our subsidiaries and the distribution or other payment of such earnings to us in the form of dividends.

We face risks from our share repurchase program

In 2015 we announced a share repurchase program to repurchase up to $100 million of our shares. Purchases under this program are at our discretion and we may not purchase all $100 million of shares under the program. This program may be reduced or terminated at any time by us. Using our available cash to purchase shares may reduce the amount available for dividend payments which could cause us to need to reduce the amount of our dividend or adopt a more flexible dividend policy. Share repurchases may also reduce our financial flexibility and limit our ability to reduce debt and may reduce our funds available for container investments. Using funds to repurchase shares could cause our debt to equity ratio to increase and may impair our ability to comply with the financial covenants in our debt agreements. Share repurchases may also reduce the number of shares available for other investors to purchase in the market which could add to share price volatility for our stock. We face these and other risks related to share repurchases.

The calculation of our income tax expense requires significant judgment and the use of estimates.

We periodically assess tax positions based on current tax developments, including enacted statutory, judicial and regulatory guidance. In analyzing our overall tax position, consideration is given to the amount and timing of recognizing income tax liabilities and benefits. In applying the tax and accounting guidance to the facts and circumstances, income tax balances are adjusted appropriately through the income tax provision. We account for income tax positions on uncertainties by recognizing the effect of income tax positions only if those positions are more likely than not of being sustained and maintain reserves for income tax positions we believe are not more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. However, due to the significant judgment required in estimating those reserves, actual amounts paid, if any, could differ significantly from these estimates.

Future changes in accounting rules could significantly impact how both we and our customers account for our leases.

Our consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"). In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). Under this new guidance, lessor accounting is largely unchanged. Certain targeted improvements were made to align, where necessary, lessor accounting with the lessee accounting model and Topic 606, *Revenue from Contracts with Customers*. Lessees will be required to recognize the following for all leases (with the exception of short-term leases) at the commencement date: (1) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. The new lease guidance also simplified the accounting for sale and leaseback transactions primarily because lessees must recognize lease assets and lease liabilities. Lessees will no longer be provided with a source of off-balance sheet financing. The guidance is effective for interim and annual periods beginning after December 15, 2018 and early application is permitted. Because this new guidance virtually eliminates for lessees the financial statement benefit of entering into operating leases, it could change the way we and our customers conduct our businesses.

Risks Related to Our Common Shares

The market price and trading volume of our common shares, which may be affected by market conditions beyond our control, have been volatile and could continue to remain volatile.

The market price of our common shares has been, and may continue to be highly volatile and subject to wide fluctuations. In addition, the trading volume in our common shares has fluctuated and may continue to fluctuate, causing significant price variations to occur. Since our initial public offering, our common shares have fluctuated from an intra-day low of $4.23 per share to an intra-day high of $43.96 per share. If the market price of the shares declines significantly, the value of an investment in our common shares would decline. The market price of our common shares may fluctuate or decline significantly in the future. Some of the factors that could negatively affect the price of our common shares or result in fluctuations in the price or trading volume of our common shares include:

- variations in our quarterly operating results;
- failure to meet analysts' earnings estimates;
- publication of research reports about us, other intermodal container lessors or the container shipping industry or the failure of securities analysts to cover our common shares or our industry;
- additions or departures of key management personnel;
- adverse market reaction to any indebtedness we may incur or preference or common shares we may issue in the future;
- changes in our dividend payment policy or failure to execute our existing policy;
- our share repurchase program, the execution of this program or changes in this program;
- actions by shareholders;
- changes in market valuations of similar companies;
- announcements by us or our competitors of significant contracts, acquisitions, dispositions, strategic partnerships, joint ventures or capital commitments;
- speculation in the press or investment community;
- changes or proposed changes in laws or regulations affecting the container shipping industry or enforcement of these laws and regulations, or announcements relating to these matters; and
- impact of global financial crises or stock market disruptions.

Recently and in the past, the stock market has experienced extreme price and volume fluctuations. These market fluctuations could result in extreme volatility in the trading price of our common shares, which could cause a decline in the value of your investment in our common shares. In addition, the trading price of our common shares could decline for reasons unrelated to our business or financial results, including in reaction to events that affect other companies in our industry even if those events do not directly affect us. You should also be aware that price volatility may be greater if the public float and trading volume of our common shares are low.

One of our major shareholders, Halco Holdings Inc. ("Halco"), is a company owned by a trust of which Trencor and certain of its affiliates are discretionary beneficiaries, and Halco could act in a manner with which other shareholders may disagree or that is not necessarily in the interests of other shareholders.

Halco currently owns approximately 48.2% of our issued and outstanding common shares. Accordingly, Halco has the ability to influence the outcome of matters submitted to our shareholders for approval, including the election of directors and any amalgamation, merger, consolidation or sale of all or substantially all of our assets. Five of our ten directors are also directors of Trencor. Halco may have interests that are different from

other shareholders. For example, it may support proposals and actions with which you may disagree or which are not in your interests as a shareholder of our company. The concentration of ownership could delay or prevent a change in control of us or otherwise discourage a potential acquirer from attempting to obtain control of us, which in turn could reduce the price of our common shares.

Affiliates of Halco and Trencor may compete with us and compete with some of our customers.

Halco and Trencor, through their affiliates, are free to compete with us, and have engaged in the past and will likely continue to engage in businesses that are similar to ours. In particular, Leased Assets Pool Company Limited ("LAPCO"), an affiliate of Halco, owns containers, has competed against us and our customers through its investment in containers and has used our competitors to manage some of its containers in the past. Thus, although we have a management agreement with LAPCO to manage a majority of its containers, we expect that we will continue to compete with LAPCO in the future, which may result in various conflicts of interest.

Our current management and share ownership structure may create conflicts of interest.

Five of our ten directors are also directors of Trencor. Two of these directors, Neil I. Jowell and Cecil Jowell have announced their retirements from our board of directors and from Trencor. Our remaining directors are expected to appoint directors to fill the Jowell vacancies in May 2016. These directors owe fiduciary duties to each company and may have conflicts of interest in matters involving or affecting us as well as Halco and Trencor, including matters arising under our agreements with Halco and its affiliates. In addition, to the extent that some of these directors may own shares in Trencor, they may have conflicts of interest when faced with decisions that could have different implications for Trencor than they do for us. Furthermore, Trencor, as a South African company, endorses the Code of Corporate Practices and Conduct in the King III Report on Corporate Governance. The King III Report on Corporate Governance is a document promulgated by the South African Institute of Directors which, among other things, suggests that corporations in their corporate decision-making consider the following stakeholders in addition to the owners of shares: parties who contract with the enterprise; parties who have a non-contractual nexus with the enterprise (including civic society and the environment); and the state. Halco and/or Trencor may seek to impose these corporate governance practices on us, which may result in constraints on management and may involve significant costs. Your interests as a holder of our common shares may not align with the interests of Halco and/or Trencor and their affiliates and shareholders.

We are a holding company with no material direct operations and rely on our operating subsidiaries to provide us with funds necessary to meet our financial obligations and to pay dividends.

We are a holding company with no material direct operations. Our principal assets are the equity interests we directly or indirectly hold in our operating subsidiaries, which own our operating assets. As a result, we are dependent on loans, dividends and other payments from our subsidiaries to generate the funds necessary to meet our financial obligations and to pay dividends on our common shares. Our subsidiaries are legally distinct from us and may be prohibited or restricted from paying dividends or otherwise making funds available to us under certain conditions. If we are unable to obtain funds from our subsidiaries, we may be unable to, or our board may exercise its discretion not to, pay dividends on our common shares.

Our ability to issue securities in the future may be materially constrained by Trencor's South African currency restrictions and JSE Listings Requirements and Trencor's results may differ from our results due to their use of different accounting standards.

Trencor, a South African company listed on the JSE Limited (the "JSE"), is a beneficiary under a trust which owns 100% of Halco, which currently has an interest in 48.2% of our issued and outstanding shares. Five of our ten directors are also directors of Trencor. Both South African exchange control authorities and the JSE impose certain restrictions on Trencor.

South Africa's exchange control regulations provide for restrictions on exporting capital from South Africa. These restrictions require Trencor to obtain approval from South African exchange control authorities before

Halco engages in transactions that would result in dilution of Halco's share interest in us below certain thresholds, whether through Halco's sale of its own shareholdings or through its approval of our issuance of new shares. The exchange control authorities may decide not to grant such approval if a proposed transaction were to dilute Halco's interest in us below certain levels. While the South African government has, to some extent, relaxed exchange controls in recent years, it is difficult to predict whether or how it will further relax or abolish exchange control measures in the future. The above requirements could restrict or limit our ability to issue new shares. In addition, Trencor is required to comply with JSE Listings Requirements in connection with Halco's holding or sale of our common shares.

The above requirements could limit our financial flexibility by, among other things, impacting our future ability to raise funds through the issuance of securities, preventing or limiting the use of our common shares as consideration in acquisitions, and limiting our use of option grants and restricted share grants to our directors, officers and other employees as incentives to improve the financial performance of our company. Additionally, Trencor reports its results under the IFRS accounting standards while we report under U.S. GAAP. This may cause Trencor's reporting of our results to differ from what we report and may result in an inability to reconcile the results of both companies, market confusion and an inconsistent market reaction when both companies report results.

It may not be possible for investors to enforce U.S. judgments against us.

We and all of our direct and indirect subsidiaries, except Textainer Equipment Management (U.S.) Limited and Textainer Equipment Management (U.S.) II LLC, are incorporated in jurisdictions outside the U.S. A substantial portion of our assets and those of our subsidiaries are located outside of the U.S. In addition, most of our directors are non-residents of the U.S., and all or a substantial portion of the assets of these non-residents are located outside the U.S. As a result, it may be difficult or impossible for U.S. investors to serve process within the U.S. upon us, our non-U.S. subsidiaries, or our directors, or to enforce a judgment against us for civil liabilities in U.S. courts. In addition, you should not assume that courts in the countries in which we or our subsidiaries are incorporated or where our assets or the assets of our subsidiaries are located would enforce judgments of U.S. courts obtained in actions against us or our subsidiaries based upon the civil liability provisions of applicable U.S. federal and state securities laws, or would enforce, in original actions, liabilities against us or our subsidiaries based on those laws.

We are a foreign private issuer and, as a result, under New York Stock Exchange ("NYSE") rules, we are not required to comply with certain corporate governance requirements.

As a foreign private issuer, we are permitted by the NYSE to comply with Bermuda corporate governance practice in lieu of complying with certain NYSE corporate governance requirements. This means that we are not required to comply with NYSE requirements that:

- the board of directors consists of a majority of independent directors;
- independent directors meet in regularly scheduled executive sessions;
- the audit committee satisfy NYSE standards for director independence (although we must still comply with independence standards pursuant to Rule 10A-3 promulgated under the U.S. Securities Exchange Act of 1934, as amended);
- the audit committee have a written charter addressing the committee's purpose and responsibilities;
- we have a nominating and corporate governance committee composed of independent directors with a written charter addressing the committee's purpose and responsibilities;
- we have a compensation committee composed of independent directors with a written charter addressing the committee's purpose and responsibilities;
- we establish corporate governance guidelines and a code of business conduct;
- our shareholders approve any equity compensation plans; and
- there be an annual performance evaluation of the nominating and corporate governance and compensation committees.

Our board of directors has adopted an audit committee charter, a compensation committee charter and a nominating and governance committee charter. Additionally, we have a company code of conduct, corporate governance guidelines, conduct performance evaluations of our board and committees, and have obtained shareholder approval for our equity compensation plan. However, we use some of the exemptions available to a foreign private issuer. As a result, our board of directors may not consist of a majority of independent directors and our compensation committee may not consist of any or a majority of independent directors. Accordingly, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all of the NYSE corporate governance requirements.

Required public company corporate governance and financial reporting practices and policies have increased our costs, and we may be unable to provide the required financial information in a timely and reliable manner.

Our management may not be able to continue to meet the regulatory compliance and reporting requirements that are applicable to us as a public company. This result may subject us to adverse regulatory consequences, and could lead to a negative reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. If we do not maintain compliance with the requirements of Section 404 of the Sarbanes-Oxley Act of 2002, or if we or our independent registered public accounting firm identify deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses, we could suffer a loss of investor confidence in the reliability of our financial statements, which could cause the market price of our common shares to decline.

In addition, if we fail to maintain effective controls and procedures, we may be unable to provide the required financial information in a timely and reliable manner or otherwise comply with the standards applicable to us as a public company. Any failure by us to timely provide the required financial information could materially and adversely impact our financial condition and the market value of our common shares. Furthermore, testing and maintaining internal controls can divert our management's attention from other matters that are important to our business. These regulations have increased our legal and financial compliance costs, we expect the regulations to make it more difficult to attract and retain qualified officers and directors, particularly to serve on our audit committee, and make some activities more difficult, time consuming and costly.

Future sales of a large number of our securities into the public market, or the expectation of such sales, could cause the market price of our common shares to decline significantly.

Sales of substantial amounts of common securities into the public market, or the perception that such sales will occur, may cause the market price of our common shares to decline significantly. In September 2012, we completed a sale of 8,625,000 common shares, including 2,500,000 common shares offered by a selling shareholder, Halco. The price of our shares could be negatively impacted if we undertake additional offerings to sell securities. In addition, at our 2010 Annual General Meeting of Shareholders held on May 19, 2010, our shareholders approved an amendment to our 2007 Share Incentive Plan to increase the maximum number of our common shares issuable pursuant to such plan by 1,468,500 shares from 3,808,371 shares to 5,276,871 shares. On May 21, 2015, our board of directors approved an amendment and restatement of the 2007 Share Incentive Plan as the 2015 Share Incentive Plan at the annual meeting of shareholders to increase the maximum number of our common shares issuable pursuant to such plan by 2,000,000 shares and to extend the term of such plan for ten years from the date of the annual meeting of shareholders. The common shares to be issued pursuant to awards under our 2007 Share Incentive Plan have been registered on registration statements on Form S-8 filed with the Securities Exchange Commission and, when issued, will be freely tradable under the Securities Act of 1933.

We have anti-takeover provisions in our bye-laws that may discourage a change of control.

Bermuda law and our bye-laws contain provisions that could make it more difficult for a third party to acquire us without the consent of our board of directors. These include provisions:

- requiring the approval of not less than 66% of our issued and outstanding voting shares for certain merger or amalgamation transactions that have not been approved by our board of directors;
- prohibiting us from engaging in a business combination with an interested shareholder for a period of three years after the date of the transaction in which the person becomes an interested shareholder, unless certain conditions are met;
- authorizing our board of directors to issue blank-check preference shares without shareholder approval;
- establishing a classified board with staggered three-year terms;
- only authorizing the removal of directors (i) for cause by the affirmative vote of the holders of a majority of the votes cast at a meeting or (ii) without cause by the affirmative vote of the holders of 66% of the common shares then issued and outstanding and entitled to vote on the resolution; and
- establishing advance notice requirements for nominations for election to our board of directors.

These provisions may make it difficult and expensive for a third party to pursue a tender offer, change in control or takeover attempt that is opposed by our management and/or our board of directors. Public shareholders who might desire to participate in these types of transactions may not have an opportunity to do so. These anti-takeover provisions could substantially impede the ability of public shareholders to benefit from a change in control or change our management and board of directors and, as a result, may adversely affect the market price of our common shares and your ability to realize any potential change of control premium.

As a shareholder of our company, you may have greater difficulties in protecting your interests than as a shareholder of a U.S. corporation.

The Companies Act 1981 of Bermuda, as amended (the "Companies Act"), applies to our company and differs in material respects from laws generally applicable to U.S. corporations and their shareholders. Taken together with the provisions of our bye-laws, some of these differences may result in your having greater difficulties in protecting your interests as a shareholder of our company than you would have as a shareholder of a U.S. corporation. This affects, among other things, the circumstances under which transactions involving an interested director are voidable, whether an interested director can be held accountable for any benefit realized in a transaction with our company, what approvals are required for business combinations by our company with a large shareholder or a wholly-owned subsidiary, what rights you may have as a shareholder to enforce specified provisions of the Companies Act or our bye-laws, and the circumstances under which we may indemnify our directors and officers.

Our bye-laws restrict shareholders from bringing legal action against our officers and directors.

Our bye-laws contain a broad waiver by our shareholders of any claim or right of action, both individually and on our behalf, against any of our officers or directors. The waiver applies to any action taken by an officer or director, or the failure of an officer or director to take any action, in the performance of his or her duties, except with respect to any matter involving any fraud or dishonesty on the part of the officer or director. This waiver limits the right of shareholders to assert claims against our officers and directors unless the act or failure to act involves fraud or dishonesty.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

Our business began operations in 1979. We reorganized our business in 1993 and incorporated Textainer Group Holdings Limited under the laws of Bermuda as a holding company of a group of corporations involved in the purchase, ownership, management, leasing and disposal of a fleet of intermodal containers. Textainer Group Holdings Limited is incorporated with an indefinite duration under registration number EC18896. Textainer Group Holdings Limited's common shares are listed on the New York Stock Exchange ("NYSE") under the symbol "TGH". Textainer Group Holdings Limited's headquarters office is located at Century House, 16 Par-La-Ville Road, Hamilton HM 08 Bermuda and our telephone number is (441) 296-2500. Our agent in the United States is Daniel W. Cohen, Textainer Group Holdings Limited, c/o Textainer Equipment Management (U.S.) Limited, 650 California Street, 16th Floor, San Francisco, CA 94108.

At December 31, 2015, Textainer Group Holdings Limited had two directly-owned subsidiaries:

- Textainer Equipment Management Limited ("TEML"), our wholly-owned subsidiary incorporated in Bermuda, which provides container management, acquisition and disposal services to affiliated and unaffiliated container investors; and
- Textainer Limited ("TL"), our wholly-owned subsidiary incorporated in Bermuda, which owns containers directly and via five subsidiaries:
  - Textainer Marine Containers II Limited ("TMCL II"), a Bermuda company which is wholly-owned by TL;
  - Textainer Marine Containers III Limited ("TMCL III"), a Bermuda company which is wholly-owned by TL;
  - Textainer Marine Containers IV Limited ("TMCL IV"), a Bermuda company which is wholly-owned by TL;
  - TAP Funding Ltd. ("TAP Funding"), a Bermuda company in which TL and TAP Limited ("TAP") hold common shares of 50.1% and 49.9%, respectively, and voting rights of 66.7% and 33.3%, respectively; and
  - TW Container Leasing Ltd. ("TW"), a Bermuda company in which TL and Wells Fargo Container Corp. ("WFC") hold common shares and related voting rights of 25% and 75%, respectively.

Trencor Limited ("Trencor"), a company publicly traded on the JSE Limited (the "JSE") in Johannesburg, South Africa under the symbol "TRE", and its affiliates currently have beneficiary interest in 48.2% of our issued and outstanding common shares as discretionary beneficiaries of one of our shareholders, Halco Holdings Inc.

Our internet website address is www.textainer.com. The information contained on, or that can be accessed through, our website is not incorporated into and is not intended to be a part of this Annual Report on Form 20-F.

Significant Events

On April 26, 2013, TAP Funding entered into a credit agreement with a group of banks that provided for a revolving credit facility with an aggregate commitment amount of up to $170.0 million (the "TAP Funding Revolving Credit Facility"). TAP Funding used proceeds from the TAP Funding Revolving Credit Facility to terminate TAP Funding's existing revolving credit facility that had an aggregate commitment amount of up to $120.0 million. The interest rate on the TAP Funding Revolving Credit Facility, payable monthly in arrears, was one-month London Inter Bank Offered Rate "LIBOR" plus 2.00% beginning on its inception date through its maturity date, April 26, 2016. There was a commitment fee of 0.65% (if aggregate loan principal balance was less than 70% of the commitment amount) and 0.50% (if aggregate loan principal balance was equal to or greater than 70% of the commitment amount) on the unused portion of the TAP Funding Revolving Credit Facility,

which was payable monthly in arrears. TAP Funding is required to make principal payments on a monthly basis to the extent that the outstanding amount due exceeds TAP Funding's borrowing base. The revolving credit period would end on April 26, 2016 and the aggregate loan principal balance would be due on the maturity date.

On May 7, 2013, TMCL II entered into an amendment of the TMCL II Secured Debt Facility which extended the Conversion Date to May 7, 2015, lowered the interest rate to one-month LIBOR plus 1.95%, payable monthly in arrears, during the revolving period prior to the Conversion Date and lowered the commitment fee to 0.50% (if the aggregate principal balance was less than 50% of the commitment amount) and 0.375% (if the aggregate principal balance was equal to or greater than 50% of the commitment amount) on the unused portion of the TMCL II Secured Debt Facility, which was payable in arrears. The amendment also replaced the borrowing capacity of one of the TMCL II Secured Debt Facility lenders with another lender.

On May 16, 2013, TW entered into an amendment of the TW Revolving Credit Facility which lowered the interest rate to LIBOR plus 2.375%.

On June 5, 2013, we signed an agreement with Trifleet Leasing (The Netherlands) B.V. ("Trifleet") under which we invest in new intermodal tank containers to be managed by Trifleet, marking our entry into the tank container market. Trifleet acquires and lease the containers on behalf of us, serving as our exclusive manager in the intermodal tank container market.

On June 25, 2013, we utilized an accordion feature in TL's revolving credit facility to expand the facility from $600.0 million to $700.0 million.

On August 5, 2013, TMCL IV entered into a securitization facility (the "TMCL IV Secured Debt Facility") that provides for an aggregate commitment amount of up to $300.0 million. TMCL IV is required to make principal payments on any payment date for the outstanding loan principal amount that exceeds the borrowing base on such payment date. The interest rate on the TMCL IV Secured Debt Facility, payable monthly in arrears, was LIBOR plus 2.25% from its inception until its Conversion Date (August 5, 2015). There was also a commitment fee of 0.70% on the unused portion of the TMCL IV Secured Debt Facility if total borrowings under the TMCL IV Secured Credit Facility were less than 50% of the total commitment and a designated bank's commitment was more than $150.0 million; otherwise, the commitment fee was 0.50%. In addition, there is an agent's fee, which is payable monthly in arrears.

On September 25, 2013, TMCL III issued $300.9 million aggregate principal amount of Series 2013-1 Fixed Rate Asset Backed Notes (the "2013-1 Bonds") to qualified institutional investors pursuant to Rule 144A under the Securities Act and to non-U.S. persons in accordance with Regulation S promulgated under the Securities Act. The 2013-1 Bonds represent fully amortizing notes payable on a straight-line basis over a scheduled payment term of 10 years, but not to exceed a maximum payment term of 25 years. Under the terms of the 2013-1 Bonds, both principal and interest incurred are payable monthly. We are not permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2013-1 Bonds prior to September 20, 2015. The interest rate for the outstanding principal balance of the 2013-1 Bonds is fixed at 3.90% per annum. The final target payment date and legal final payment date are September 20, 2023 and September 20, 2038, respectively.

On December 12, 2013, we were awarded a master lease contract with the U.S. military after having successfully completed ten years of our previous contract with the U.S. military. The new contract covers a base year starting on December 24, 2013, with the potential for one year renewals that may extend the contract until December 24, 2018.

Effective January 1, 2014, we began calculating earnings and profits under U.S. federal income tax principles for purposes of determining whether distributions to shareholders exceed our current and accumulated earnings and profits. If 2014 or future year distributions to shareholders exceed our earnings and profits calculated under U.S. federal income tax principles, some or all of such distributions may be treated by U.S. shareholders as a return of capital rather than dividends.

On January 22, 2014, we purchased approximately 24,100 containers that we had been managing for an institutional investor for a purchase price of $34.6 million.

In November 2012, we received notification from the Internal Revenue Service ("IRS") that the 2010 United States tax return for TGH had been selected for examination. On March 5, 2014, the IRS issued a letter indicating that it had completed its examination of TGH's tax return for 2010 and would make no changes to the return as filed. As a result of this, we recognized a discrete benefit during 2014 of $22,408 for the re-measurement of our unrecognized tax benefits for the impacted years.

On April 30, 2014, TL entered into a $500,000 five-year term loan (the "TL Term Loan") with a group of financial institutions that represents a partially-amortizing term loan with the remaining principal due in full on April 30, 2019. Interest on the outstanding amount due under the TL Term Loan is based on the U.S. prime rate or LIBOR plus a spread between 1.0% and 2.0% which is based upon TGH's leverage. Under the terms of the TL Term Loan, principal repayments are payable in twenty quarterly installments, consisting of nineteen quarterly installments, which commenced on September 30, 2014, each in an amount of equal to 1.58% of the initial principal balance and one installment payable on the Maturity Date (April 30, 2019) in an amount equal to 69.98% of the initial principal balance. Interest payments are payable in arrears on the last day of each interest period, not to exceed three months. We used proceeds from the TL Term Loan and our secured debt facilities and TMCL's available cash to repay all of the outstanding principal balance of TMCL's bonds. TMCL then transferred all of its containers, net, net investment in direct financing and sales-type leases and remaining net assets, to TL, TMCL II and TMCL IV.

On July 18, 2014, we purchased approximately 6,000 containers that we had been managing for an institutional investor for a purchase price of $9.4 million.

On July 25, 2014, we reached a settlement for outstanding claims we had in bankruptcy proceedings with one of our Korean lessees for amounts past due on billings to that lessee. We had previously reserved for all outstanding billings from this customer. The settlement amount was paid for in the stock of and a note payable from the newly organized, post-bankruptcy lessee. We negotiated the sale of our rights to the stock and note payable for cash, which was completed on August 21, 2014 for $9,926, $7,855 of which was attributable to our owned fleet. Accordingly, we recognized a bad debt recovery of $4,958 for billings included in our allowance for doubtful accounts and lease rental income of $2,620 and gain on sale of containers, net of $277 for billings that were not previously recognized.

On September 19, 2014, TW entered into an amendment of the TW Revolving Credit Facility in which we extended the revolving term to September 18, 2016 and lowered the interest rate to one-month LIBOR plus 2.0%.

On September 15, 2014, TMCL II entered into an amendment of the TMCL II Secured Debt Facility which extended the Conversion Date to September 15, 2017 and lowered the interest rate to one-month LIBOR plus 1.70%, payable in arrears, during the revolving period prior to the Conversion Date. The TMCL II Secured Debt Facility will partially amortize over a four-year period and then mature if it is not renewed by the Conversion Date. The amendment also lowered the commitment fee to 0.45% (if the aggregate principal balance is less than 50% of the commitment amount) and 0.365% (if the aggregate principal balance is equal to or greater than 50% of the commitment amount) on the unused portion of the TMCL II Secured Debt Facility, which is payable in arrears. Overdue payments of principal and interest accrue interest at a rate of 2.0% above the interest rate ordinarily applicable to such amounts.

On October 30, 2014, TMCL III issued $301.4 million aggregate principal amount of Series 2014-1 Fixed Rate Asset Backed Notes (the "2014-1 Bonds") to qualified institutional investors pursuant to Rule 144A under the Securities Act and to non-U.S. persons in accordance with Regulation S promulgated under the Securities Act. The 2014-1 Bonds represent fully amortizing notes payable on a straight-line basis over a scheduled payment term of 10 years, but not to exceed a maximum payment term of 25 years. Under the terms of the 2013-1 Bonds, both principal and interest incurred are payable monthly. We are not permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2014-1 Bonds prior to November 30, 2016. The

interest rate for the outstanding principal balance of the 2014-1 Bonds is fixed at 3.27% per annum. The final target payment date and legal final payment date are October 30, 2024 and October 30, 2039, respectively.

On December 23, 2014, TAP Funding entered into an amendment of its revolving credit facility (the "TAP Funding Revolving Credit Facility") which reduced the aggregate commitment amount to $150,000, extended the maturity date to December 23, 2018 and lowered the interest rate to one-month LIBOR plus 1.75%, payable in arrears. The amendment also lowered to commitment fee to 0.55% (if aggregate loan principal balance is less than 70% of the commitment amount) and 0.365% (if aggregate loan principal balance is equal to or greater than 70% of the commitment amount) on the unused portion of the TAP Funding Revolving Credit Facility, which is payable monthly in arrears. In addition, there is an agent's fee, which is payable annually in advance. The aggregate loan principal balance is due on the maturity date, December 23, 2018.

On February 4, 2015, TMCL IV entered into an amendment of the TMCL IV Secured Debt Facility which extended the Conversion Date to February 2, 2018, lowered the interest rate to LIBOR plus 1.95%, payable in arrears, during the revolving period prior to the Conversion Date. The amendment also lowered the commitment fee, which is payable in arrears, to 0.485% on the unused portion of the TMCL IV Secured Debt Facility if total borrowings under the TMCL IV Secured Credit Facility are less than 50% of the total commitment; otherwise, the commitment fee is 0.40%.

On April 1, 2015, TW entered into an amendment of the TW revolving Credit Facility which increased the aggregate commitment amount up to $300,000 and increased the advance rate for eligible finance lease containers to 90%.

On June 19, 2015, TL entered into an amendment of the TL Revolving Credit Facility which extended the maturity date to June 19, 2020, lowered the interest rate to U.S. prime rate or LIBOR plus a spread between 0.75% and 1.75%, and lowered the commitment fee to between 0.175% and 0.275%. The spread and commitment fee vary based on the leverage of TGH. The amendment also replaced the borrowing capacity of one of the TL Revolving Credit Facility lenders with the commitment allocated to 13 existing lenders.

On July 23, 2015, TL entered into a five-year revolving credit facility (the "TL Revolving Credit Facility II") with a group of financial institutions and an aggregate commitment amount of up to $190,000. The TL Revolving Credit Facility II provides for payments of interest only during its term beginning on its inception date through July 23, 2020, when all borrowings are due in full. Interest on the outstanding amount due under the TL Revolving Credit Facility II is based either on the base rate or LIBOR plus a spread between 0.80% and 1.65%, which varies based on TGH's leverage. Interest payments are payable in arrears on the last day of each interest period, not to exceed three months. There is a commitment fee of 0.20% to 0.30% on the unused portion of the TL Revolving Credit Facility II, which varies based on the leverage of TGH and is payable in arrears. In addition, there is an agent's fee, which is payable annually in advance.

In August 2015, one of the Company's customers became insolvent and some containers on operating and direct financing leases to the customer were deemed unlikely recoverable. The Company maintains insurance to cover the value of containers that are unlikely recoverable from its customers, the cost to recover containers and up to 180 days of lost lease rental income. Accordingly, during the year ended 2015, an impairment was recorded to write off containers, net and net investment in direct financing and sales-type leases with book values of $8,815 and $2,903, respectively, and an insurance receivable of $11,435 was recorded for $8,796 of estimated proceeds for containers unlikely recoverable, $1,685 of recovery costs recorded as a reduction to direct container expense and $955 of lost lease rental income recorded as reduction to container impairment. The impairment net of estimated insurance proceeds of $1,968 was recorded in container impairment in the condensed consolidated statements of comprehensive income for the year ended 2015.

On October 29, 2015, TGH's board of directors approved a share repurchase program of up to $100,000 of the Company's common shares. Under the program, the Company may purchase its common shares from time to time in the open market, in privately negotiated transactions or by establishing a trading plan under Rule 10b5-1 of the Securities Exchange Act of 1934 to facilitate purchases of its common shares.

On December 22, 2015, TMCL IV entered into an amendment of the TMCL IV Secured Debt Facility which lowered the requirement of certain containers sales proceeds ratio from 100% to 90%.

Principal Capital Expenditures

Our capital expenditures for containers in our owned fleet and fixed assets during 2015, 2014 and 2013 were $533.3 million, $818.5 million and $765.4 million, respectively. We received proceeds from the sale of containers and fixed assets during 2015, 2014 and 2013 of $129.5 million, $141.2 million and $123.7 million, respectively.

As all of our containers are used internationally, where no one container is domiciled in one particular place for a prolonged period of time, all of our long-lived assets are considered to be international with no single country of use. Our capital requirements are primarily financed through cash flows from operations, our secured debt facilities, share offerings and our revolving credit facilities.

B. Business Overview

Our Company

We are one of the world's largest lessors of intermodal containers based on fleet size, with a total fleet of more than 2.1 million containers, representing more than 3.1 million TEU. Containers are an integral component of intermodal trade, providing a secure and cost-effective method of transportation because they can be used to transport freight by ship, rail or truck, making it possible to move cargo from point of origin to final destination without repeated unpacking and repacking. We lease containers to approximately 360 shipping lines and other lessees, including each of the world's top 20 container lines, as measured by the total TEU capacity of their container vessels. We believe that our scale, global presence, access to capital, customer service, market knowledge and long history with our customers have made us one of the most reliable suppliers of leased containers. We have a long track record in the industry, operating since 1979, and have developed long-standing relationships with key industry participants. Our top 20 customers, as measured by revenues, have leased containers from us for an average of 30 years.

We have provided an average of more than 235,000 TEU of new containers per year for the past five years, and have been one of the largest buyers of new containers over the same period. We are one of the largest sellers of used containers, having sold an average of more than 93,000 containers per year for the last five years to more than 1,200 customers.

We provide our services worldwide via an international network of 14 regional and area offices and 500 independent depots.

We operate our business in three core segments.

- *Container Ownership*. As of December 31, 2015, we owned containers accounting for approximately 80% of our fleet.
- *Container Management*. As of December 31, 2015, we managed containers on behalf of 14 affiliated and unaffiliated container investors, providing acquisition, management and disposal services. As of December 31, 2015, total managed containers accounted for approximately 20% of our fleet.
- *Container Resale*. We generally sell containers from our fleet when they reach the end of their useful lives in marine service or when we believe it is financially attractive for us to do so, considering location, sale price, the cost of repair, and possible repositioning expenses. We also purchase and lease or resell containers from shipping line customers, container traders and other sellers of containers.

Our total revenues primarily consist of leasing revenues derived from the lease of our owned containers and, to a lesser extent, fees received for managing containers owned by third parties and equipment resale. The most

important driver of our profitability is the extent to which revenues on our owned fleet and management fee income exceed our operating costs. The key drivers of our revenues are fleet size, rental rates, utilization and direct costs. Our operating costs primarily consist of depreciation and amortization, interest expense, direct operating expenses and administrative expenses. Our lessees are generally responsible for loss of or damage to a container beyond ordinary wear and tear, and they are required to purchase insurance to cover any other liabilities.

Our total fleet consists of containers that we own and containers owned by other container investors that we manage. In general, owning containers during periods of high demand for containers provides higher margins than managing containers, since we receive all of the net operating income for the containers that we own but only a percentage of the net operating income of the containers that we manage as a management fee. On the other hand, managing containers during periods of low demand for containers reduces the negative financial impact of such periods since the container investors bear the cost of owning the containers.

For 2015, we generated revenues, income from operations and income before income tax and noncontrolling interests of $542.2 million, $210.3 million and $119.2 million, respectively. During 2015, the average utilization of our owned fleet was 97.0%. As mentioned above, we operate in three reportable segments: Container Ownership, Container Management and Container Resale. The following tables summarize revenues, by category of activity, and income before income tax and noncontrolling interests generated from each of our operating segments reconciled to our total revenues and income before income tax and noncontrolling interests shown in our consolidated statements of comprehensive income included in Item 18, *"Financial Statements"* in this Annual Report on Form 20-F for the fiscal years ended December 31, 2015, 2014 and 2013:

	Container Ownership	Container Management	Container Resale	Other	Eliminations	Totals
2015						
Lease rental income	$ 508,876	$ 1,590	$ —	$ —	$ —	$510,466
Management fees from external customers	317	12,002	3,291	—	—	15,610
Inter-segment management fees	—	45,620	10,104	—	(55,724)	—
Trading container sales proceeds	—	—	12,670	—	—	12,670
Gains on sale of containers, net	3,454	—	—	—	—	3,454
Total revenues	$ 512,647	$ 59,212	$ 26,065	$ —	$ (55,724)	$542,200
Segment income before income tax and noncontrolling interests	$ 87,015	$ 26,305	$ 9,335	$(4,283)	$ 786	$119,158
2014						
Lease rental income	$ 502,596	$ 1,629	$ —	$ —	$ —	$504,225
Management fees from external customers	345	13,656	3,407	—	—	17,408
Inter-segment management fees	—	49,032	10,206	—	(59,238)	—
Trading container sales proceeds	—	—	27,989	—	—	27,989
Gains on sale of containers, net	13,469	—	—	—	—	13,469
Total revenues	$ 516,410	$ 64,317	$ 41,602	$ —	$ (59,238)	$563,091
Segment income before income tax and noncontrolling interests	$ 143,618	$ 30,298	$ 10,249	$(3,291)	$ (3,888)	$176,986
2013						
Lease rental income	$ 467,647	$ 1,085	$ —	$ —	$ —	$468,732
Management fees from external customers	375	15,904	3,642	—	—	19,921
Inter-segment management fees	—	45,016	10,369	—	(55,385)	—
Trading container sales proceeds	—	—	12,980	—	—	12,980
Gains on sale of containers, net	27,340	—	—	—	—	27,340
Total revenues	$ 495,362	$ 62,005	$ 26,991	$ —	$ (55,385)	$528,973
Segment income before income tax and noncontrolling interests	$ 160,145	$ 33,011	$ 10,740	$(3,841)	$ (3,850)	$196,205

General and administrative expenses are allocated to the reportable business segments based on direct overhead costs incurred by those segments. Amounts reported in the "Other" column represent activity unrelated to

the active reportable operating segments. Amounts reported in the "Eliminations" column represent inter-segment management fees between the container management, container resale and container ownership segments.

Our container lessees use containers for their global trade utilizing many worldwide trade routes. The Company earns its revenue from these international carriers when the containers are on lease. Substantially all of our leasing related revenues are denominated in U.S. dollars.

The largest portion of our fleet is comprised of dry freight containers, which are by far the most common of the three principal types of intermodal containers. Dry freight intermodal containers are large, standardized steel boxes used to transport cargo by multiple modes of transportation, including ships, trains and trucks. We also lease refrigerated containers, which have integral refrigeration units on one end that plug into an outside power source and are used to transport perishable goods. Compared to traditional shipping methods, intermodal containers typically provide users with faster loading and unloading as well as some protection from weather and theft, thereby reducing both transportation costs and time to market for our lessees' customers.

We primarily lease containers under four different types of leases. Term leases provide a customer with a specified number of containers for a specified period of time, typically ranging from three to five years, with an associated set of pick-up and drop-off conditions. Term leases also include lifecycle leases, under which lessees will lease containers until they reach a pre-specified age which is typically near the end of their useful lives. Once containers under lifecycle leases are returned to us, they are generally sold due to the age of the containers. Term leases represented 76.3% of our total on-hire fleet as of December 31, 2015. Master leases, which provide a framework of terms and conditions valid for a specified period of time, typically one year, give customers greater pick-up and drop-off flexibility than is typical in term leases and represented 12.7% of our total on-hire fleet as of December 31, 2015. Finance leases, which provide customers an alternative means for purchasing containers, represented 9.0% of our total on-hire fleet as of December 31, 2015. Spot leases, which provide customers with containers for a relatively short lease period and fixed pick-up and drop-off locations, represented 2.0% of our total on-hire fleet as of December 31, 2015.

Our expertise and flexibility in managing containers after their initial lease is an important factor in our success. The administrative process of leasing new containers is relatively easy because initial leases for new containers typically cover large volumes of units and are fairly standardized transactions. However, to successfully compete in our industry, we must not only obtain favorable initial long-term leases for new containers, but also maximize the return generated by these containers throughout their useful life in marine service and their ultimate sale into the secondary market. To do that, we focus on renewing or extending our long-term container leases beyond their expiration dates (typically three to five years from the start of the lease). In addition, we attempt to negotiate favorable return provisions on all leases, maintain an active presence in the master and spot lease markets, and work to increase our options for disposing of off-lease containers so that we have attractive alternatives if it is not possible to achieve reasonable renewal or extension of terms with the current lessee. We have the capability and the infrastructure to re-lease or dispose of our containers at comparatively attractive terms, which increases our leverage with the lessees.

We supply leased containers to the U.S. military pursuant to a contract with the U.S. Transportation Command Directorate of Acquisition ("USTranscom") and earn a fee for supplying and managing its fleet of leased containers. We are the main supplier of leased intermodal containers to the U.S. military.

We believe that we have the ability to reposition containers, if necessary, that are returned in lower demand locations to higher demand locations at competitive costs as a result of our experienced logistics team. Our large customer base of approximately 360 lessees increases our ability to re-lease returned containers. Our Container Resale segment sells containers to optimize their residual value in multiple markets, including locations with low lease-out demand. This system of generating an attractive revenue stream from and achieving high utilization of our container fleet has enabled us to become one of the world's largest container lessors and led to 29 consecutive years of profits.

Industry Overview

Containers are built in accordance with standard dimensions and weight specifications established by the International Organization for Standardization ("ISO"). The industry-standard measurement unit is the Twenty-Foot Equivalent Unit ("TEU"), which compares the length of a container to a standard 20' container. For example, a 20' container is equivalent to one TEU and a 40' container is equivalent to two TEU. Standard dry freight containers are typically 8' wide, come in lengths of 20', 40' or 45' and are either 8'6" or 9'6" high. The three principal types of containers are described as follows:

- *Dry freight standard containers*. A dry freight standard container is constructed of steel sides, roof, an end panel on one end and a set of doors on the other end, a wooden floor and a steel undercarriage. Dry freight standard containers are the least expensive and most commonly used type of container. They are used to carry general cargo, such as manufactured component parts, consumer staples, electronics and apparel. According to the latest available data, dry freight standard containers comprised approximately 90.1% of the worldwide container fleet, as measured in TEU, at December 31, 2014.
- *Dry freight specialized containers*. Dry freight specialized containers consist of open-top and flat-rack containers. An open-top container is similar in construction to a dry freight standard container except that the roof is replaced with a tarpaulin supported by removable roof bows. A flat-rack container is a heavily reinforced steel platform with a wood deck and steel end panels. Open-top and flat-rack containers are generally used to transport heavy or oversized cargo, such as marble slabs, building products or machinery. According to the latest available data, dry freight specialized containers comprised approximately 2.2% of the worldwide container fleet, as measured in TEU, at December 31, 2014.
- *Other containers*. Other containers include refrigerated containers, tank containers, 45' containers, pallet-wide containers and other types of containers. The two most prominent types of such containers are refrigerated containers and tank containers. A refrigerated container has an integral refrigeration unit on one end which plugs into an outside power source and is used to transport perishable goods. Tank containers are used to transport liquid bulk products such as chemicals, oils, and other liquids. According to the latest available data, other containers comprised approximately 7.7% of the worldwide container fleet, as measured in TEU, at December 31, 2014.

Containers provide a secure and cost-effective method of transportation because they can be used in multiple modes of transportation, making it possible to move cargo from a point of origin to a final destination without repeated unpacking and repacking. As a result, containers reduce transit time and freight and labor costs, as they permit faster loading and unloading of shipping vessels and more efficient utilization of transportation containers than traditional break bulk shipping methods. The protection provided by containers also reduces damage, loss and theft of cargo during shipment. While the useful life of containers varies based upon the damage and normal wear and tear suffered by the container, we estimate that our useful life for a standard dry freight container used in intermodal transportation is on average 13 years. Some shipping lines have recently indicated that they intend to keep their containers for longer than 13 years.

According to *World Cargo News*, as of January 2015, leasing companies owned approximately 50% of the total worldwide container fleet of 36.4 million TEU. The percentage of containers owned by shipping lines ranged from 39% to 54% from 1980 through 2015. Given the uncertainty and variability of export volumes and the fact that shipping lines have difficulty in accurately forecasting their container requirements at different ports, the availability of containers for lease significantly reduces a shipping line's need to purchase and maintain excess container inventory. In addition, leasing a portion of their total container fleets enables shipping lines to serve their manufacturer and retailer customers better by:

- increasing their flexibility to manage the availability and location of containers;
- increasing their ability to meet peak demand requirements, particularly prior to holidays such as Christmas and Lunar New Year; and

- reducing their capital expenditures.

While international containerized trade grew rapidly and was consistently positive for the twenty-six years through 2007, there was a global financial crisis and recession during the second half of 2008, which continued through 2009. With virtually no new standard dry freight containers manufactured from the fourth quarter of 2008 through the end of 2009, we estimate that the world container fleet declined by approximately 4% in 2009 as a result of the continued retirement of older containers in the ordinary course. During this period, container manufacturers lost an estimated 60% of their skilled workers due to long shutdowns. The difficulties manufacturers faced in hiring and training new workers limited their production capacity throughout 2010 and full production capacity only resumed in 2011. Based on industry analyst reports, we expect new dry freight container production to be 2.4 million TEU in 2016 compared to 2.5 million TEU in 2015 and, lessors are expected to purchase 45% of total production in 2016 compared to 43% in 2015. Furthermore, we expect to see solid replacement demand combined with growth due to vessel delivery of approximately 1.3 million TEU, vessel capacity growth equal to approximately 7% of current capacity and cargo volume growth of approximately 3% to 4%.

The shipping business has been characterized by cyclical swings due in part to lengthy periods of excess or scarce vessel capacity. We believe that these sustained periods of vessel supply/demand imbalances are mainly a function of the multi-year ordering and production cycle associated with the manufacture of new vessels and the shipping line industry's shift to the use of significantly larger vessels, which requires shipping lines to estimate market growth many years into the future. Container leasing companies are partially insulated from the risks of these shipping cycles by the relatively short production time associated with the manufacture of new containers. Lead times for new container orders are typically only a few months, so the rate of new container ordering can be quickly adjusted to reflect unexpected market changes.

Our term leases maturing in 2016, represent approximately 8.5% of our fleet and we expect containers under those leases to be re-priced downward due to the current low level of new container rental rates. Additionally, for most leasing companies, the percentage of containers on long-term leases has grown over the past ten years, while the percentage on master leases has declined. As of December 31, 2015, approximately 76% of our total on-hire fleet was on long-term leases, compared to approximately 67% ten years ago. As a result, changes in utilization have become less volatile for Textainer and most leasing companies.

According to *World Cargo News*, intermodal leasing companies, as ranked by total TEU as of January 2015, are as follows:

Company	TEU (000's)	Percent of Total
Textainer(1)	3,230	17.7%
Triton Container International(2)	2,400	13.2%
TAL International Group Inc.(2)	2,300	12.6%
Florens Container Services	1,900	10.4%
SeaCo Global(3)	1,400	7.7%
SeaCube Container Leasing Ltd.	1,250	6.9%
CAI International, Inc.	1,180	6.5%
Cronos Group(3)	800	4.4%
Dong Fang International Asset Management Ltd.	750	4.1%
Beacon Intermodal Leasing	660	3.6%
Touax Global Container Solutions	630	3.5%
Blue Sky Intermodal	295	1.6%
Magellan Maritime Services	205	1.1%
Other	1,200	6.7%
Grand Total	**18,200**	**100.0%**

(1) Textainer Group's owned and managed fleet consisted of 3,148 TEU at December 31, 2015.

(2) In November 2015, Triton Container International and TAL International Group Inc. entered into a definitive agreement under which the two companies will be combined. The companies expect to complete the transaction during the first half of 2016.
(3) In January 2015, Bohai Leasing Company of China ("Bohai") acquired SeaCo Group. Cronos Group is also wholly owned by Bohai.

Competitive Strengths

We believe that we possess a number of strengths that provide us with a competitive advantage, including:

One of the Largest Container Lessors in the Industry. We operate one of the world's largest fleets of leased intermodal containers by fleet size, with a total fleet of more than 2.1 million containers, representing more than 3.1 million TEU, as of December 31, 2015. We provide our services worldwide via a network of regional and area offices and independent depots. We have been one of the largest buyers of new containers purchasing an average of more than 235,000 TEU per year for the last five years and are also one of the largest sellers of used containers, selling an average of more than 93,000 containers per year for the last five years. Our consistent presence in the market buying and selling containers provides us with broad market intelligence, and valuable insight into the demand patterns of our shipping line customers and resale container buyers.

Proven Ability to Grow Our Fleet Over Time. Our ability to invest in our fleet on a consistent basis has allowed us to become one the world's largest container lessors. We have demonstrated our ability to increase the size of our container fleet by purchasing containers from manufacturers and by acquiring existing container fleets or their management rights. Over the past 17 years, we have acquired the rights to manage over 1,400,000 TEU from former competitors and we have acquired approximately 673,000 TEU of containers from our managed fleet. As one of the largest buyers of new containers, we have developed strong relationships with container manufacturers. These relationships, along with our large volume buying power and solid financial structure, enable us to reliably purchase containers during periods of high demand.

Ability to Generate Attractive Returns Throughout the Container Life-Cycle. One of our major strengths is our demonstrated ability to generate attractive revenue streams throughout the economic life of a container in marine service and upon resale of the container at the end of its marine service life. At the end of a lease, we generally have the ability to either negotiate an extension of the lease term or to take back the container and re-lease or sell it maximizing the container's return. This flexibility, coupled with our international coverage, organization and resources, allows us to deploy containers to those markets where we can re-lease or sell them on comparatively attractive terms, thereby optimizing our returns and the residual value of our fleet.

Strong Long-Standing Relationships with Customers. Our scale, long presence in the business and reliability as a supplier of containers has resulted in strong relationships with our customers. We lease containers to approximately 360 shipping lines and other lessees, including each of the world's top 20 container lines, as measured by vessel fleet size in TEU and we have sold containers to an average of more than 1,200 resale customers for the last five years. We believe our ability to consistently supply containers in locations where our customers need them makes us one of the most reliable lessors of containers. Our top 20 customers, as measured by revenues, have leased containers from us for an average of 30 years.

Multiple Sources of Revenue. We believe that the long-term nature of our lease portfolio, as well as the presence of both owned and managed containers in our fleet, provides us with a more predictable source of revenues and operating cash flow and higher operating margins over time, enabling us to manage and grow our business more effectively. We derive revenues from leasing our owned containers, managing containers owned by third parties and buying and selling containers. These multiple revenue streams provide for a diverse income base, help to mitigate the effects of our cyclical industry on profitability and allow us to optimize our use of capital.

Experienced Management Team. Our senior executives have a long history in the industry. Our senior executives have an average of 16 years of service with us. The executive team has extensive experience in sourcing, leasing, financing, selling, trading and managing containers, as well as a long track record of successfully acquiring and selling container assets.

Business Strategies

We intend to grow our business profitably by pursuing the following strategies:

Leverage Our Status as one of the Largest Container Lessors and Consistent Purchaser and Seller of Containers. We make regular purchases of containers to replace older containers and increase the size of our fleet. We believe that this consistent purchasing behavior and the resulting scale and young fleet age profile provides us with a competitive advantage in maintaining strong relationships with manufacturers and growing our market share with our existing customers.

Be the Most Reliable Supplier of Quality Containers. We continue to provide superior equipment and ensure that it is available in the right location and at the right time. Having one of the world's largest owned and managed container fleets, we are in a strong position to be the most reliable supplier of dry freight containers to meet the demands of shipping lines.

Pursue Attractive Container Related Acquisition Opportunities. We will continue to seek to identify and attempt to acquire attractive portfolios of containers and companies to allow us to grow our fleet profitably. We believe that the consolidation trend in our industry will continue and may offer us future growth opportunities. We also believe that current economic conditions may also result in potential acquisition opportunities, including the purchase and leaseback of customer-owned containers. Purchase and leaseback transactions can be attractive to our customers because they free up cash for other capital needs. These transactions enable us to buy attractively priced containers and at the same time place them on leases for the remainder of their marine service lives.

Continue to Focus on Maintaining High Levels of Utilization and Operating Efficiency. We will continue to target high utilization rates and attractive returns on our assets through our focus on longer-term leases and disciplined portfolio management. As of December 31, 2015, approximately 76% of our total on hire fleet (based on total TEU) was on long-term leases, compared to approximately 67% ten years ago. We also drive operating efficiency by maintaining a low cost structure, having brought down our fleet management cost per CEU per day by approximately 52% and grown the number of CEU per employee by over 193%, in each case over the 10 years ended December 31, 2015. Our management cost per CEU per day and CEU per employee metrics are significantly better than those of the other two container leasing companies publicly traded in the U.S. Furthermore, we believe that we can grow our fleet without a proportionate increase in our headcount, thereby improving our profitability by spreading our operating expenses over a larger revenue base.

Extend the Lease of In-fleet Containers. Since many shipping lines must utilize capital to finance vessels, it is possible that some will conclude in 2016, as they did in 2015, that it is more cost-effective to extend leases of in-fleet containers than either buy containers or lease new containers.

Grow Our Container Resale Business. Our container resale and trading business is a significant source of profits. We look to sell containers from our fleet when they reach the end of their useful lives in marine service or when we believe it is financially attractive for us to do so, considering the location, sales price, cost of repair, and possible repositioning expenses. In order to improve the sales price of our containers, we often move them from the location where they are returned by the lessee to another location that has a higher market price. We benefit not only as a result of the increased sales price but also because we often receive rental revenue from a shipping line for the one-way lease of the container. We also buy and resell containers from shipping line customers, container traders and other sellers of containers. We attempt to improve the sales price of these containers in the same manner as with containers from our fleet.

Maintain Access to Diverse Sources of Capital. We have successfully utilized a wide variety of financing alternatives to fund our growth, including secured debt financings, bank financing, and equity from third party investors in containers. We believe this diversity of funding, combined with our access to the public equity markets, provides us with an advantage in terms of both cost and availability of capital, versus our smaller competitors and also some of our shipping line customers.

Operations

We operate our business through a network of regional and area offices and independent depots. We maintain four regional offices as follows:

- Americas Region in Hackensack, New Jersey, USA responsible for North and South America;
- European Region in New Malden, UK responsible for Europe, the Mediterranean, the Middle East, and Africa;
- North Asia Region in Yokohama, Japan responsible for Japan, South Korea, and Taiwan; and
- South Asia Region in Singapore, responsible for Southeast Asia, the People's Republic of China ("PRC") (including Hong Kong) and Australia.

Regional vice presidents are in charge of regional leasing and operations. Marketing directors and assistants located in the regional and area offices handle day-to-day marketing and collection activities. Our operations include a global sales force, container operations group, container resale group, and logistics services group. Our headquarters office is in Hamilton, Bermuda. Our administrative office is located in San Francisco, California.

Our Container Fleet

As of December 31, 2015, we operated 3,147,690 TEU. We attempt to continually invest in our container fleet each year in an effort to replace the older containers being retired from marine service and to build our fleet size. We purchased an average of more than 235,000 TEU of new containers per year over the past five years. Our ability to invest in our fleet on a consistent basis has been instrumental in our becoming one of the world's largest container lessors. Our container fleet consists primarily of standard dry freight and refrigerated containers. The containers that we lease are generally either owned outright by us or owned by third parties and managed by us. The table below summarizes the composition of our owned and managed fleets, in TEU and CEU, by type of containers as of December 31, 2015 (unaudited):

	TEU			CEU		
	Owned	Managed	Total	Owned	Managed	Total
Standard dry freight	2,326,308	604,967	2,931,275	2,080,201	541,748	2,621,949
Refrigerated	128,143	11,965	140,108	518,463	48,006	566,469
Other specialized	67,305	9,002	76,307	101,030	15,392	116,422
Total fleet	2,521,756	625,934	3,147,690	2,699,694	605,146	3,304,840
Percent of total fleet	80.1%	19.9%	100.0%	81.7%	18.3%	100.0%

The amounts in the table above did not change significantly from December 31, 2015 to the date of this Annual Report on Form 20-F.

Our containers are designed to meet a number of criteria outlined by the ISO. The standard criteria include the size of the container and the gross weight rating of the container. This standardization ensures that the widest possible number of transporters can use containers and it facilitates container and vessel sharing by the shipping lines. The standardization of the container is also an important element of the container leasing business since we can operate one fleet of containers that can be used by all of our major customers.

Maintenance and repair of our containers is performed by independent depots that we retain in major port areas and inland locations. Such depots also handle and inspect containers that are either picked up or redelivered by lessees, and store containers that are not leased.

Our Leases

Most of our revenues are derived from leasing our owned fleet of containers to our core shipping line customers. The vast majority of our container leases are structured as operating leases, though we also provide customers with finance leases. Regardless of lease type, we seek to exceed our targeted return on our owned and managed containers over the life of each container by managing container utilization, lease rates, drop-off restrictions and the disposal process. We lease containers under three different types of operating leases (term leases, master leases and spot leases) and also under finance leases.

Term leases

Term leases (also referred to as long-term leases) provide a customer with a specified number of containers for a specified period, typically ranging from three to five years, with an associated set of pick-up and drop-off conditions. Our term leases generally require our lessees to maintain all units on lease for the duration of the lease. Term leases also include lifecycle leases, under which lessees will lease containers until they reach a pre-specified age which is typically near the end of their useful lives rather than for a specified period. Once containers under lifecycle leases are returned to us, they are generally sold due to the age of the containers. Term leases provide us with enhanced cash flow certainty due to their extended duration but carry lower per diem rates than other lease types. As of December 31, 2015, 76.3% of our owned on-hire fleet, as measured in TEU, was on term leases.

As of December 31, 2015, our term leases had an average remaining duration of 35 months, assuming no leases are renewed. However, we believe that many of our customers will renew leases for containers that are less than sale age at the expiration of the lease. In addition, for leases that are not extended our containers typically remain on-hire at the contractual per diem rate for an average of an additional 13 months beyond the end of the contractual lease term.

The following are the minimum future rentals for our owned fleet at December 31, 2015, due under long-term leases (in thousands):

Year ending December 31 (dollars in thousands):	
2016	$293,429
2017	210,752
2018	148,712
2019	93,523
2020 and thereafter	96,360
Total future minimum lease payments receivable	$842,776

Some of our term leases give our customers Early Termination Options (“ETOs”). If exercised, ETOs allow customers to return containers prior to the expiration of the term lease. However, if an ETO is exercised, the customer is required to pay a penalty per diem rate that is applied retroactively to the beginning of the lease. As a result of this retroactive penalty, ETOs have historically rarely been exercised.

Master leases

Master leases provide a framework of terms and conditions pursuant to which lessees can lease containers on an as-needed basis for unspecified periods of time. Master lease terms and conditions are valid for a set

period, typically one year, and provide the lessee with greater flexibility than is typical in term leases. Under our master leases, lessees know in advance their per diem rates and drop-off locations, subject to monthly drop-off location limits. In addition, under these master lease agreements, the lessee is generally not committed to leasing a minimum number of containers from us during the lease term and may generally return the containers to us at any time, subject to certain restrictions. Due to their flexibility and duration, master leases command higher per diem rates than term leases. A subset of master leases are our special leases, which are predominately round-trip Asia leases, allowing customers to return containers at any time but with restrictions on drop-off locations, generally in higher demand locations in Asia. As of December 31, 2015, 12.7% of our owned on-hire fleet, as measured in TEU, was on master leases.

Spot leases

Spot leases provide the customer with containers for a relatively short lease period with fixed pick-up and drop-off locations. Spot leases are generally used to position a container to a desired location for subsequent lease or sale. As of December 31, 2015, 2.0% of our total on-hire fleet, as measured in TEU, was on spot leases.

Finance Leases

Finance leases provide our lessees with an alternative method to finance their container acquisitions. Finance leases are long-term in nature, typically ranging from three to eight years and require relatively little customer service attention. They ordinarily require fixed payments over a defined period and provide lessees with a right to purchase the subject containers for a nominal amount at the end of the lease term. Per diem rates include an element of repayment of capital and, therefore, typically are higher than rates charged under other leases. Finance leases require the lessee to keep the containers on lease for the entire term of the lease. Finance leases are reflected as "Net investment in direct financing and sales-type leases" on our consolidated balance sheets. As of December 31, 2015, approximately 9.0% of our owned on-hire fleet, as measured in TEU, was on finance leases with an average remaining term of 1.8 years.

Maintenance, Repair and Damage Protection

Under all of our leases, our lessees are generally responsible for loss of or damage to a container beyond ordinary wear and tear, and they are required to purchase insurance to cover any other liabilities. Any damage must be repaired at the expense of the lessee according to standardized guidelines promulgated by the Institute of International Container Lessors ("IICL"). Lessees are also required to obtain insurance to cover loss of the equipment on lease, public liability and property damage insurance as well as indemnify us from claims related to their usage of the leased containers. In some cases, a Damage Protection Plan ("DPP") is provided whereby the lessee pays us (in the form of either a higher per-diem rate or a fixed one-time payment upon the return of a container) to assume a portion of the financial burden of repairs up to a pre-negotiated amount. This DPP does not cover damages from war or war risks, loss of a container, constructive total loss of the container, damages caused by contamination or corrosion from cargo, damages to movable parts and any costs incurred in removing labels, which are all responsibilities of the lessees. DPP is generally cancelable by either party with prior written notice. Maintenance is monitored through inspections at the time that a container is leased out and returned. In 2015, DPP revenue was 2.0% of total lease rental income. We also maintain our own insurance to cover our containers when they are not on-hire to lessees or when the lessee fails to have adequate primary coverage, and third-party liability insurance for both on-hire and off-hire containers. In addition, we maintain insurance that, after satisfying our deductibles, would cover loss of revenue as a result of default under most of our leases, as well as the recovery cost or replacement value of most of our containers.

Lease Agreements

In general, our lease agreements consist of two basic elements, a master terms and conditions agreement ("Master Agreement"), and a lease schedule. Lease schedules contain the business terms (including daily rate,

term duration and drop-off schedule, among other things) for specific leasing transactions, while Master Agreements outline the general rights and obligations of the lessor and lessee under all of the lease schedules covered by the Master Agreement. For most customers, we have a small number of Master Agreements (often one) and a large number of lease schedules.

Our standard Master Agreements generally require the lessees to pay rentals, depot charges, taxes and other charges when due, to maintain the containers in good condition and repair, to return the containers in good condition in accordance with the return conditions set forth in the Master Agreement, to use the containers in compliance with all laws, and to pay us for the value of the containers as determined under the terms of the agreements if the container is lost or destroyed. The default clause gives us certain legal remedies in the event that the lessee is in breach of the lease.

Re-leasing, Logistics and Depot Management

We believe that managing the period after termination of our containers' first lease is one of the most important aspects of our business. The container shipping industry is characterized by large regional trade imbalances, with loaded containers generally flowing from export-oriented economies in Asia to North America and Western Europe. Because of these trade imbalances, container shipping lines have an incentive to return leased containers in North America and Western Europe to avoid the cost of shipping empty containers back to Asia. Successful management of the deployment of our containers after they come off their first lease requires disciplined re-leasing capabilities, logistics management, depot management, careful cost control and effective sales of used containers.

Re-leasing

Since our leases allow our lessees to return their containers, we typically lease a container several times during its life. New containers can usually be leased with a limited sales and customer service infrastructure because initial leases for new containers typically cover large volumes of units and are fairly standardized transactions. Used containers, on the other hand, are typically leased in smaller transactions that are structured to accommodate pick-ups and returns in a variety of locations. Our utilization rates depend in part on our re-leasing capabilities. Factors that affect our ability to re-lease used containers include the size of our lessee base, ability to anticipate lessee needs, their presence in relevant geographic locations and the level of service we provide our lessees. We believe that our global presence and relationships with approximately 360 container lessees provide us an advantage in re-leasing our containers relative to many of our smaller competitors.

Logistics

Other methods of reducing off-lease risks include:

- *Limiting or prohibiting container returns to low-demand areas*. In order to reduce our repositioning costs, our leases typically include a prohibition on returning containers to specific locations, limitations on the number of containers that may be returned to lower demand locations, drop-off charges for returning containers to lower demand locations or a combination of these provisions.
- *Taking advantage of a robust resale market when available*. In order to optimize the investment return on a container, we have sold containers in our excess inventory locations when an analysis indicates it is financially more attractive than attempting to re-lease or reposition the container.
- *Seeking one-way lease opportunities to move containers from lower demand locations to higher demand locations*. One-way leases may include incentives, such as free days, credits and limited damage waivers. The cost of offering these incentives is generally less than the cost we would incur if we were to pay to reposition the containers. We also use one-way leases to move containers from locations where the market price for selling containers is low to locations with a higher market price, to improve the resale value of the containers.

- *Paying to reposition our containers to higher demand locations*. At locations where our inventories remain high, despite the efforts described above, we will selectively choose to pay to reposition excess containers to locations with higher demand or higher resale prices.
- *Diversifying our customers*. We have sought to diversify our customers and, correspondingly, the locations where containers are needed around the world.

Depot Management

As of December 31, 2015, we managed our container fleet through 500 independent container depot facilities in 239 locations. Depot facilities are generally responsible for repairing containers when they are returned by lessees and for storing the containers while they are off-hire. Our operations group is responsible for managing our depot relationships and periodically visiting the depot facilities to conduct quality assurance audits to control costs and ensure repairs meet industry standards. We occasionally supplement our internal operations group with the use of independent inspection agents. Furthermore, depot repair work is periodically audited to prevent over-charging. We are in regular communication with our depot partners through the use of electronic data interchange ("EDI") and/or e-mail. The electronic exchange of container activity information with each depot is conducted via the internet. As of December 31, 2015, a large majority of our off-lease inventory was located at depots that are able to report container activity and damage detail via EDI. We use the industry standard, ISO 9897 Container Equipment Data Exchange messages, for most EDI reporting.

Most of the depot agency agreements follow a standard form and generally provide that the depot will be liable for loss or damage of containers and, in the event of loss, will pay us the previously agreed loss value of the applicable containers. The agreements require the depots to maintain insurance against container loss or damage and we carry insurance to cover the risk when a depot's insurance proves insufficient.

Our container repair standards and processes are generally managed in accordance with standards and procedures specified by the IICL. The IICL establishes and documents the acceptable interchange condition for containers and the repair procedures required to return damaged containers to the acceptable interchange condition. At the time that containers are returned by lessees, the depot arranges an inspection of the containers to assess the repairs required to return the containers to acceptable IICL condition. As part of the inspection process, damages are categorized either as lessee damage or normal wear and tear. Items typically designated as lessee damage include dents in the container and debris left in the container, while items such as rust are typically designated as normal wear and tear. In general, lessees are responsible for the lessee damage portion of the repair costs and we are responsible for normal wear and tear. The lessees are generally billed the lessee damage portion at the time the containers are returned. As discussed above in "Operations—Our Leases," for an additional fee, we sometimes offer our lessees a DPP, pursuant to which we assume financial responsibility for repair costs up to a previously negotiated amount.

Management Services

As of December 31, 2015, we owned approximately 80% of the containers in our fleet, and managed the rest, equaling 625,934 TEU, on behalf of 14 affiliated and unaffiliated container investors. We earn acquisition, management and disposal fees on managed containers. Our information technology ("IT") systems track revenues and operating expenses attributable to specific containers and the container investors receive payments based on the net operating income of their own containers. Fees to manage containers typically include acquisition fees of 1% to 2% of the purchase price; daily management fees of 8% to 13% of net operating income; and disposal fees of 5% to 12% of cash proceeds when containers are sold. We earned combined acquisition, management and disposal fees on our managed fleet of $15.6 million, $17.4 million and $19.9 million for the years ended December 31, 2015, 2014 and 2013, respectively. If operating expenses were to exceed revenues, the container investors would be obligated to pay the excess or we would deduct the excess, including our management fee, from future net operating income. In some cases, we are compensated for sales

through a percentage sharing of sale proceeds over an agreed floor amount. We will typically indemnify the container investors for liabilities or losses arising from negligence, willful misconduct or breach of our obligations in managing the containers. The container investors will indemnify us as the manager against any claims or losses arising with respect to the containers, provided that such claims or losses were not caused by our negligence, willful misconduct or breach of our obligations. Typically, the terms of the management agreements are for the expected remaining useful life in marine services of the containers subject to the agreement.

In June 2003, we entered into a contract with the USTranscom pursuant to which we serve as a major supplier of leased marine containers to the U.S. military. Compared to our shipping line customers, we provide a much broader level of services to the U.S. military under the USTranscom contract. We have developed and currently operate a proprietary information system for the U.S. military which provides the U.S. military real-time access to the status of its leased fleet. Furthermore, unlike our shipping line customers, who pick up from and return containers to container depots, for the U.S. military we are required to arrange transportation from a container depot to a military facility upon lease out and to pick up a container at a military facility and return it to a container depot when the lease period has ended. This requires us to arrange for movement of the empty containers by truck, rail and/or vessel. The USTranscom contract provides added compensation for these services. In addition, since approximately half of these services are required in non-U.S. locations, our expenses for contracting for these services may be incurred in foreign currencies. The USTranscom contract contains a foreign currency adjustment feature such that we are protected against many foreign currency risks for the expenses incurred under the USTranscom contract.

The USTranscom is the only lessee for which we are required, under the USTranscom contract, to provide all containers that they request. In the event that containers are not available within our fleet, we fulfill our obligations under the USTranscom contract by purchasing new or used containers or subleasing containers and equipment from other leasing companies. This contract also allows the U.S. military to return containers in many locations throughout the world. Since the inception of the USTranscom contract, we have delivered or transitioned approximately 161,000 containers and chassis to the U.S. military, of which approximately 108,000 containers have been returned. In addition, approximately 50,000 containers have been reported as unaccounted for and the U.S. Military paid a stipulated loss value for each such container. The USTranscom contract expired on June 23, 2013 and we were awarded a new contract on December 12, 2013. The new contract covered a base year starting on December 24, 2013, was renewed on October 1, 2014 and on October 1, 2015 and has the potential for additional one year renewals that may extend the contract until September 30, 2018.

Resale of Containers

Our Resale Division sells containers from our fleet at the end, typically about 13 years, of their useful lives in marine service or when we believe it is financially attractive for us to do so, considering the location, sale price, cost of repair, and possible repositioning expenses. In addition, we buy used containers (trading containers) from shipping lines and other third parties that we then lease or resell. Our Resale Division has a team of 18 container sales and operations specialists in six offices globally that manage the sale process for these used containers. Our Resale Division is one of the largest sellers of used containers among container lessors, selling an average of more than 93,000 containers per year for the last five years to more than 1,200 customers. Our Resale Division has been a significant profit center for us. From 2011 through 2015, this Division generated $53.8 million in income before income tax and noncontrolling interests, including $9.3 million during 2015. We generally sell containers to depots, domestic storage companies, freight forwarders (who often use the containers for one-way trips into less developed countries) and other purchasers of used containers.

Underwriting and Credit Controls

We only lease to container shipping lines and other lessees or sell to buyers that meet our credit criteria. Our credit approval process is rigorous and all of our underwriting and credit decisions are controlled by our credit committee, which is made up of senior management from different disciplines. Our credit committee sets

different maximum exposure limits depending on our relationship and previous experience with each customer lessee and container sales customer. Credit criteria may include, but are not limited to, trade route, country, social and political climate, assessments of financial performance including net worth and profitability, asset ownership, bank and trade credit references, credit bureau reports, operational history and financial strength. Our marketing and resale staff are also responsible for collections, which positively contributes to our strong collection and credit approval process through our staff's close communication with our customers.

Our credit department sets and reviews credit limits for new and existing customer lessees and container sales customers, monitors compliance with those limits on an on-going basis, monitors collections, and deals with customers in default. Our credit department actively maintains a credit watch report on our proprietary information technology systems, which is available to all regional and area offices. This credit watch report lists customer lessees and container sales customers at or near their credit limits. New leases of containers to lessees on the credit watch report is only allowed with the approval of our credit department. Similarly, management may decide to stop sales of containers to purchasers whose payments are delinquent. Our underwriting processes are aided by the long payment experience we have with most of our customer lessees and container sales customers, our broad network of relationships in the container shipping industry that provides current information about customer lessees' and container sales customers' market reputations and our focus on collections.

Another factor reducing our losses due to default by a lessee or customer is effective collection tools. In addition, the law in several major port locations is highly favorable to creditors and many of our large customers call on ports that will allow us to arrest, or seize, the customers' ships or fuel storage bunkers, or repossess our containers if the customer is in default under our container leases. Finally, we also purchase insurance for equipment recovery and loss of revenue due to customer defaults, in addition to the insurance that our customers are required to obtain.

During 2011 through 2015, we recovered, on average, 77.2% of the containers that were the subject of defaulted contracts which had at least 1,000 CEU on lease. We typically incur operating expenses such as repairs and repositioning when containers are recovered after a default. However, recovery expenses are typically covered under insurance and we are reimbursed above our deductible amount. Due to the above, over the last five years, our write-offs of customer receivables for our owned and managed fleet have averaged 0.6% of our lease rental income over such period.

Marketing and Customer Service

Our global sales and customer service force is responsible for developing and maintaining relationships with senior management staff at our shipping line customers, negotiating lease contracts and maintaining day-to-day coordination with operations staff. This close customer communication often assists us in negotiating lease contracts that satisfy both our financial return requirements and our customers' operating needs. It also makes us more likely to be aware of our customers' potential equipment shortages and makes our customers more likely to be aware of our available container inventories.

Our senior sales people have considerable industry experience and we believe that the quality of our customer relationships and the level of communication with our customers represent an important advantage for us. As of December 31, 2015, our global sales and customer service group consisted of approximately 69 people, with 19 in North America, 33 in Asia and Australia, 12 in Europe and 5 in Africa.

Customers

We believe that our staff, organization and long presence in the business have resulted in very strong relationships with our shipping line customers. Our top 20 customers, as measured by lease billings, have leased containers from us for an average of 30 years and have an average Dynamar credit rating, a common credit report

used in the maritime sector, of 3.6. The Dynamar credit rating ranges from 1 to 10, with 1 indicating low credit risk. We had one customer that individually accounted for 11.1%, 10.6% and 10.5% of our lease billings for owned containers in 2015, 2014 and 2013, respectively. Our top 20 customers include all of the world's largest shipping lines, as measured by container vessel fleet size. We currently have containers on-hire to approximately 360 customers. Our customers are mainly international shipping lines, but we also lease containers to freight forwarding companies and the U.S. military. Our five largest customers accounted for approximately 40.3% of our total owned and managed fleet's 2015 lease billings. Our top five customers by lease billings in 2015 were CMA-CGM S.A., Mediterranean Shipping Company S.A., Hapag-Lloyd AG, Evergreen Marine Corp. Ltd. and Mitsui O.S.K. Lines. During 2015, 2014 and 2013, revenue from our 20 largest container lessees by lease billings represented 77.4%, 74.7% and 72.1% of our total owned and managed fleet's container leasing billings, respectively, with lease billings from our single largest container lessee accounting for $74.8 million, $72.8 million and $72.6 million or 12.2%, 11.8% and 12.0% of our total owned and managed fleet's container lease billings during the respective periods. A default by any of these major customers could have a material adverse impact on our business, results from operations and financial condition. In addition, the largest lessees of our owned fleet are often among the largest lessees of our managed fleet. The largest lessees of our managed fleet are responsible for a significant portion of the billings that generate our management fee revenue.

Proprietary Information Technology

We have developed proprietary IT systems that allow us to monitor container status and offer our customers a high level of service. Our systems include internet-based updates regarding container availability and booking status. Our systems record the status of and provide the accounting and billing for each of our containers individually by container number. We also have the ability to produce complete management reports for each portfolio of equipment we own and manage. This makes us a preferred candidate to quickly assume management of competitors' container fleets. We also maintain proprietary systems in support of our military business**.**

In addition, our systems allow our business partners to conduct certain business with us through our website, *www.textainer.com.* These systems allow customers to check our container inventories, review design specifications, request bookings for container pick-ups and review and approve repair bills. Our website also allows depots to download recent statements for self-billing activity and to check the status of containers.

Suppliers

We have long relationships with all of our major suppliers. We currently purchase almost all of our containers in the PRC. There are four major manufacturers of dry freight standard and specialized containers. Our operations staff reviews the designs for our containers and periodically audits the production facilities of our suppliers. In addition, we use our Asian operations group and occasionally third party inspectors to visit factories when our containers are being produced to provide an extra layer of quality control. Nevertheless, defects in our containers do sometimes occur. We work with the manufacturers to correct these defects, and our manufacturers have generally honored their warranty obligations in such cases.

Competition

According to *World Cargo News*, as of January 2015, the top ten container leasing companies, as measured on a TEU basis, control approximately 87.2%, and the top five container leasing companies control approximately 61.7%, of the total equipment held by all container lessors. According to this data, we are one of the world's largest lessors of intermodal containers based on fleet size by TEU and we manage approximately 17.7% by TEU of the equipment held by all container leasing companies.

We compete with approximately ten other large or medium size container leasing companies, many smaller lessors, companies and financial institutions offering finance leases, and promoters of container ownership and

leasing as a tax-efficient investment. It is common for our shipping line customers to utilize several leasing companies to meet their container needs.

Other lessors compete with us in many ways, including pricing, lease flexibility and supply reliability, as well as the location, availability, quality and individual characteristics of their containers and customer service. While we are forced to compete aggressively on price, we emphasize our supply reliability and high level of customer service to our customers. We invest heavily to ensure container availability in higher demand locations. We dedicate a large part of our organization to building customer relationships, maintaining close day-to-day coordination with customers' operating staffs and have developed powerful and user-friendly systems that allow our customers to transact business with us through the internet. We believe that our close customer relationships, experienced staff, reputation for market leadership, scale efficiencies and proprietary systems provide important competitive advantages.

Legal Proceedings

From time to time we are a party to litigation matters arising in connection with the normal course of our business. While we cannot predict the outcome of these matters, in the opinion of our management, any liability arising from these matters will not have a material adverse effect on our business. Nevertheless, unexpected adverse future events, such as an unforeseen development in our existing proceedings, new claims brought against us or changes in our current insurance arrangements could result in liabilities that have a material adverse impact on our business.

Environmental

We are subject to federal, state, local and foreign laws and regulations relating to the protection of the environment, including those governing the discharge of pollutants to air and water, the management and disposal of hazardous substances and wastes and the cleanup of contaminated sites. We could incur substantial costs, including cleanup costs, fines and third-party claims for property damage and personal injury, as a result of violations of or liabilities under environmental laws and regulations in connection with our or our lessees' current or historical operations or the storage of our containers. Under some environmental laws in the U.S. and certain other countries, the owner or operator of a leased container may be liable for environmental damage, cleanup or other costs in the event of a spill or discharge of material from a container without regard to the fault of the owner or operator. While we maintain certain limited liability insurance coverage as well as require our lessees to provide us with indemnity against certain losses, the insurance coverage is subject to large deductibles, limits on maximum coverage and significant exclusions and may not be sufficient to protect against any or all liabilities and such indemnities may not cover or be sufficient to protect us against losses arising from environmental damage and/or systems or services we may be required to install.

In addition to environmental regulations affecting container movement, shipping, movement and spillage, environmental regulations also impact container production and operation, including regulations on the use of chemical refrigerants due to their ozone depleting and global warming effects. Our refrigerated containers currently use R134A or R404A refrigerant. While R134A does not contain chlorofluorocarbons ("CFC's"), the European Union has instituted regulations to phase out the use of R134A in automobile air conditioning systems beginning in 2011 due to concern that the release of R134A into the atmosphere may contribute to global warming. While the European Union regulations do not currently restrict the use of R134A in refrigerated containers or trailers, it is possible that the phase out of R134A in automobile air conditioning systems will be extended to containers in the future and our operations could be impacted. It has been proposed that R134A usage in containers be banned beginning in 2025, although the final decision has not been made as of yet.

Container production also raises environmental concerns. The floors of dry containers are plywood made from timber which may include tropical hardwoods. Due to concerns regarding de-forestation and climate change, many countries have implemented severe restrictions on the cutting and export of this wood.

Accordingly, container manufacturers have switched a significant portion of production to alternatives such as birch, bamboo, and other farm grown wood and users are also evaluating alternative designs that would limit the amount of plywood required and are also considering possible synthetic materials. New woods or other alternatives have not proven their durability over the typical life of a dry container, and if they cannot perform as well as the hardwoods have historically, the future repair and operating costs for these containers may be impacted. Also, the insulation foam in the walls of refrigerated containers requires the use of a blowing agent that contains CFC's. Manufacturers are phasing out the use of this blowing agent in manufacturing. However, if future regulations prohibit the use or servicing of containers with insulation manufactured with this blowing agent we could be forced to incur large retrofitting expenses and these containers might bring lower rental rates and disposal prices.

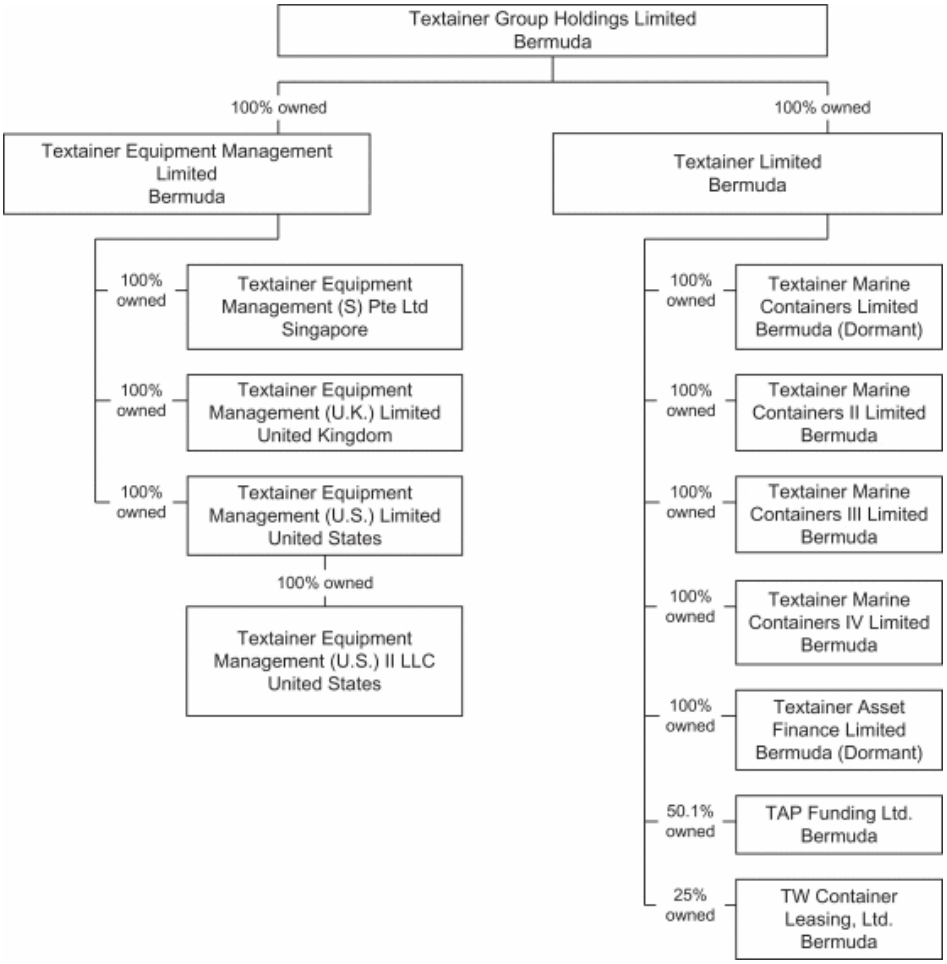
Regulation

We may be subject to regulations promulgated in various countries, including the U.S., seeking to protect the integrity of international commerce and prevent the use of containers for international terrorism or other illicit activities. For example, the Container Security Initiative, the Customs-Trade Partnership Against Terrorism and Operation Safe Commerce are among the programs administered by the U.S. Department of Homeland Security that are designed to enhance security for cargo moving throughout the international transportation system by identifying existing vulnerabilities in the supply chain and developing improved methods for ensuring the security of containerized cargo entering and leaving the U.S. Moreover, the International Convention for Safe Containers, 1972, as amended, adopted by the International Maritime Organization, applies to new and existing containers and seeks to maintain a high level of safety of human life in the transport and handling of containers by providing uniform international safety regulations. As these regulations develop and change, we may incur increased compliance costs due to the acquisition of new, compliant containers and/or the adaptation of existing containers to meet any new requirements imposed by such regulations.

We may also be affected by legal or regulatory responses to potential global climate change. Please see Item 3, "*Key Information — Risk Factors — Environmental liability and regulations may adversely affect our business, results of operations and financial condition.*"

C. Organizational Structure

Our current corporate structure is as follows:



We currently own 100% of all of our direct and indirect subsidiaries, except for TAP Funding and TW. TAP Funding is a joint venture involving TL and TAP. As of December 31, 2015, TL owned 50.1% and TAP owned 49.9% of the common shares and TL had two voting rights and TAP had one voting right of TAP Funding, with the exception of certain matters such as bankruptcy proceedings, the incurrence of debt and mergers and consolidations, which require unanimity. TW is a joint venture involving TL and WFC, a wholly-owned subsidiary of Wells Fargo and Company. As of December 31, 2015, TL owned 25% and WFC owned 75% of the common shares and related voting rights of TW.

Our principal shareholder, Halco, is owned by a discretionary trust with an independent trustee. Trencor and certain of its affiliates are the sole discretionary beneficiaries of this trust. Halco, which owned approximately 48.3% of our outstanding share capital as of December 31, 2015, is a wholly-owned subsidiary of the Halco Trust. Trencor is a South African public investment holding company, that has been listed on the JSE in

Johannesburg, South Africa since 1955. Trencor's origins date from 1929, and it currently has businesses owning, leasing and managing marine cargo containers and finance related activities.

The protectors of the Halco Trust are Neil I. Jowell, the chairman of both our board of directors and the board of directors of Trencor, Cecil Jowell, James E. McQueen and David M. Nurek all members of our board of directors and the board of directors of Trencor, and Edwin Oblowitz, a member of the board of directors of Trencor. The protectors of the trust have the power, under the trust documents, to appoint or remove the trustee. The protectors cannot be removed and have the right to nominate replacement protectors. In addition, any changes to the beneficiary of the Halco Trust must be agreed to by both the independent trustee and the protectors of the trust. Both Neil I. Jowell and Cecil Jowell are retiring from their positions as Executive Directors of Trencor effective June 7, 2016 and intend to retire from their position as members of our board of directors. It is currently anticipated that Neil I. Jowell and Cecil Jowell's retirement from our board of directors will occur at the end of our May 2016 board of directors' meeting.

D. Property, Plant and Equipment

As of December 31, 2015, our employees were located in 14 regional and area offices in 13 different countries. We maintain an office in Bermuda, where Textainer Group Holdings Limited is incorporated. We have 13 offices outside Bermuda, including our administrative office in San Francisco, California and offices in Hackensack, New Jersey; New Malden, United Kingdom; Hamburg, Germany; Durban, South Africa; Yokohama, Japan; Seoul, South Korea; Taipei, Taiwan; Singapore; Sydney, Australia; Port Klang, Malaysia; Hong Kong; and Shanghai, China. We lease our office space in Bermuda, the U.S., United Kingdom and Singapore and have exclusive agents that secure office space for us in our other locations. The lease for our Bermuda office expires in December 2016, the lease for our San Francisco office expires in May 2027, the lease for our Hackensack, New Jersey office expires in September 2016, the lease for our New Malden, United Kingdom office expires in December 2019 and our lease for our Singapore office expires in July 2016. In addition, we have non-exclusive agents who represent us in India, Indonesia, Pakistan, Republic of the Philippines, Sri Lanka, Thailand, and Vietnam. We believe that our current facilities are adequate to meet current requirements and that additional or substitute space will be available as needed to accommodate our expected growth.

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following Operating and Financial Review and Prospects should be read in conjunction with our audited consolidated financial statements and related notes included elsewhere in this Annual Report on Form 20-F. In addition to historical consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results may differ materially from those contained in or implied by any forward-looking statements. See "Information Regarding Forward-Looking Statements; Cautionary Language." Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Annual Report on Form 20-F, particularly in Item 3, "Key Information — Risk Factors."

Dollar amounts in this section of this Annual Report on Form 20-F are expressed in thousands of U.S. dollars unless otherwise indicated.

Executive Summary

Operating since 1979, we are one of the world's largest lessors of intermodal containers based on fleet size, with a total fleet of more than 2.1 million containers, representing more than 3.1 million TEU. During 2015: (i) we acquired 84,000 TEU of new standard dry freight containers, 37,000 TEU of new refrigerated containers, 5,000 TEU of open top and flat rack containers, 1,000 TEU of tanks and 50,000 TEU of used containers following the acquisition of 60,000 TEU of new containers in the fourth quarter of 2014 for lease out in 2015, representing approximately $600 million in capital expenditures, (ii) we increased the owned portion of our total fleet to 80.1% as of December 31, 2015 from 78.9% as of December 31, 2014, (iii) we completed over $1.2 billion of financing in the debt markets, resulting in over $240 million in net incremental debt funding, (iv) utilization averaged 96.8% compared to 96.1% in 2014; (v) we recorded a container impairment net of estimated insurance proceeds of $2.0 million for containers on operating and direct financing leases to a lessee that were deemed unlikely recoverable because the lessee became insolvent and recorded $2.6 million of bad debt expense to fully reserve for that lessee's outstanding accounts receivable; (vi) we recorded $32.7 million of container impairments to write-down the carrying value of containers identified for sale to their estimated fair value as a result of declining used container prices; and (vii) our board of directors approved a share repurchase program of up to $100,000 of our common shares. Refer to "2016 Outlook" below for further discussion.

Our business comprises three reportable segments for financial reporting purposes: Container Ownership, Container Management and Container Resale. Our total revenues primarily consist of leasing revenues derived from the leasing of our owned containers and, to a lesser extent, fees received for managing containers owned by third parties, equipment resale and military management. The most important driver of our profitability is the extent to which net operating income on our owned fleet and management fee income exceed our operating costs. The key drivers of our net operating income are fleet size, rental rates, direct costs and utilization. Our operating costs primarily consist of depreciation and amortization, interest expense, direct operating expenses and administrative expenses. Our lessees are generally responsible for loss of or damage to a container beyond ordinary wear and tear, and they are required to purchase insurance to cover any other liabilities.

Key Factors Affecting Our Performance

We believe there are a number of key factors that have affected, and are likely to continue to affect, our operating performance. These key factors include the following, among others:

- the demand for leased containers;
- lease rates;
- steel prices;
- interest rates;
- our ability to lease our new containers shortly after we purchase them;
- prices of new and used containers and the impact of changing prices on containers held for sale and the residual value of our in-fleet owned containers;
- remarketing risk;
- the creditworthiness of our customers;
- further consolidation among container lessors;
- further consolidation of container manufacturers and/or decreased access to new containers; and
- global and macroeconomic factors that affect trade generally, such as recessions, terrorist attacks, pandemics or the outbreak of war and hostilities.

For further details of these and other factors which may affect our business and results of operations, see Item 3, "*Key Information — Risk Factors.*"

2016 Outlook

The outlook for 2016 remains challenging for many of the same reasons that affected our 2015 results. Improved performance depends largely on an increase in demand, container prices, interest rates and/or freight rates, none of which seems likely in the near term. We did not see a traditional pre-Lunar New Year increase in demand and are expecting weak demand to remain into the first half of 2016. We believe that new container prices are currently lower than the cost of production and we do not expect them to increase materially over the first half of 2016. If the credit markets tighten, borrowing costs will increase and the debt markets will become more selective, which we believe would benefit from relative to our smaller and/or more highly levered competitors. Freight rates are at or near their lowest levels since 2009, attempts to enforce general rate increases have failed and rates are expected to remain under pressure for at least 2016. Maturing leases that are extended will continue to be repriced at lower rental rates and container impairments are likely to remain high until resale prices improve. We expect these factors combined will lead to reduced financial results in 2016.

Revenue

Our revenue comprises lease rental income, management fees, trading container sale proceeds and gain on sale of containers, net.

Lease Rental Income. We generate lease rental income by leasing our owned containers to container shipping lines and other customers. Lease rental income comprises daily per diem rental charges due under the lease agreements, together with payments for other charges set forth in the leases, such as handling fees, drop-off charges and pick-up charges and credits (together "geography revenue") and charges for a damage protection plan ("DPP"). The operating results of our owned container business are determined by the amount by which our container rental revenue exceeds our ownership costs, consisting primarily of depreciation, interest expense, storage, handling and other direct operating expenses and management costs.

Utilization is a key performance indicator that demonstrates how much of our equipment is on lease at a point in time or over a period of time. We measure utilization on the basis of CEU on lease, dividing the actual number of CEU days on-hire by actual CEU days available for lease. We calculate containers available for lease by excluding containers that have been manufactured for us but have not yet been delivered to a lessee and containers designated as held-for-sale units. Our utilization is primarily a function of our current lease structure, overall level of container demand, the location of our available containers and prevailing lease terms by location. The location of available containers is critical because containers available in high-demand locations are more readily leased and are typically leased on more favorable terms than containers available in low-demand locations.

Lease rental income is also affected by per diem rates. The per diem rate for a lease is set at the time we enter into a lease agreement. Our long-term per diem rate for new containers has historically been strongly influenced by new container pricing (which in turn is heavily influenced by the cost of container manufacturing inputs such as steel, paint, wood, labor and other components), interest rates, the balance of supply and demand for containers at a particular time and location, our estimate of the residual value of the container at the end of its useful life in marine service, the type of the container being leased, container purchasing activities by container shipping lines and competitors, and efficiencies in container utilization by container shipping lines. Average per diem rates for containers in our owned fleet and in the portfolios of containers comprising our managed fleet change slowly in response to changes in new container prices because existing lease agreements can only be re-priced upon the expiration of the lease.

Management Fees. Management fee revenue is generated by our management services, which include the acquisition, leasing, repair, repositioning, storage and disposition of containers. We provide these management services pursuant to management agreements with container investors. Under these agreements, we earn fees for the acquisition of new containers and the management of the containers, and a sales commission upon disposition

of containers under management. The management agreements typically cover the entire economic life of the containers.

Our acquisition fees are calculated as a percentage of the cost of the container. Our management fees are calculated as a percentage of net operating income of the containers. Net operating income is calculated as the lease payment and any other revenue attributable to a container, minus operating expenses related to that container (but not depreciation or financing expenses of the container investor). The management fee percentage generally varies based upon the type of lease and the terms of the management agreement. Management fee percentages for long-term leases are generally lower than management fee percentages for master or spot leases because less daily involvement by management personnel is required to manage long-term leases. Our sales commissions are either fixed dollar amount or based on a percentage of the sales price.

All rental operations are conducted worldwide in our name as agent for the container investors. Revenues, customer accounts receivable, operating expenses, and vendor payables arising from direct container operations of the managed portion of our fleet are excluded from our financial statements.

Trading Container Sales Proceeds. Our Container Resale Division purchases used containers from third parties, primarily shipping lines, and resells these containers to a wide variety of buyers. This activity is reported as trading container sales proceeds.

Gains on Sale of Containers, net. Gain on sale of containers, net, represents the excess of the sale price of our owned fleet containers over their net book value at the time of sale. Containers are generally sold at the end of their useful lives in marine service or when we believe it is financially attractive for us to do so, considering the location, sale price, cost of repair and possible repositioning expenses.

Gain on sale of containers, net, also includes gains and losses recognized at the inception of sales-type leases, representing the excess of the estimated fair value of containers placed on sales-type leases over their book value.

Operating Expenses

Our operating expenses include direct container expenses and depreciation of container rental equipment applicable to our owned containers, as well as general and administrative expenses for our total fleet.

Direct Container Expenses. Storage, handling, maintenance, repositioning and other direct container expenses are operating costs of our owned fleet. Storage and handling expenses occur when our customers drop off containers at depots around the world. Storage and handling expenses vary significantly by location. Other direct container expenses include maintenance expenses, which are the result of normal wear and tear on the containers, and repositioning expenses, which are incurred when we contract to move containers from locations where our inventories exceed actual or expected demand to locations with higher demand. Storage, handling, maintenance, repositioning and other direct container expenses are directly related to the number of containers in our owned fleet and inversely related to our utilization rate for those containers. As utilization increases, we typically have lower storage, handling, maintenance and repositioning expenses. We use the direct expense method of accounting for maintenance and repairs.

Our leases require the lessee to pay for any damage to the container beyond normal wear and tear at the end of the lease term. We also offer a DPP pursuant to which the lessee pays a fee over the term of the lease (per diem) or a lump sum upon return of containers in exchange for not being charged for certain damages at the end of the lease term. This revenue is recognized as earned over the term of the lease. We do not recognize revenue and related expense over the lease term for customers who are billed at the end of the lease term under the DPP or for other lessees who do not participate in the DPP. Based on past history, there is uncertainty as to

collectability of these amounts from lessees who are billed at the end of the lease term because the amounts due under the DPP are typically re-negotiated at the end of the lease term or the lease term is extended.

Cost of Trading Containers Sold. We buy used containers for resale, primarily from shipping lines. Cost of trading containers sold represents the cost of these containers and is recognized as an expense at the time the containers are sold.

Depreciation Expense. We depreciate our non-refrigerated containers other than open top and flat rack containers over a period of 13 years, refrigerated containers over a period of 12 years, tank containers over a period of 20 years and open top and flat rack containers over a period of 14 years, on a straight-line basis to a fixed residual value. We regularly assess both the estimated useful life of our containers and the expected residual values, and, when warranted, adjust our depreciation estimates accordingly. Depreciation expense will vary over time based upon the number and the purchase price of containers in our owned fleet. Beginning in the first quarter of 2013, depreciation of our existing owned fleet decreased as a result of an increase in the estimated useful life of our non-refrigerated containers other than open top and flat rack containers. However, this decrease was more than offset as a result of an increase in the size of our owned fleet in subsequent periods. Beginning from the third quarter of 2015, depreciation of our existing owned fleet increased as a result of a decrease in the estimated residual value of our 40' high cube containers.

Container Impairment. We evaluate our containers held for use in our leasing operation to determine whether there has been any event such as a decline in results of operations or residual values that would cause the book value of our containers held for use to be impaired. When an impairment exists, containers held for use are written down to their fair value and the amount of the write down is recorded in container impairment.

When the Company is required to write down the cost basis of its containers identified for sale to fair value less cost to sell, the Company measures the fair value of its containers identified for sale under a Level 2 input. The Company relies on its recent sales prices for identical or similar assets in markets, by geography, that are active. The Company records impairments to write down the value of containers identified for sale to their estimated fair value less cost to sell.

Amortization Expense. Amortization expense represents the amortization of the price paid for the rights to manage the container fleets of Capital Intermodal Limited, Capital Intermodal GmbH, Capital Intermodal Inc., Capital Intermodal Assets Limited and Xines Limited (collectively "Capital Intermodal") and Amphibious Container Leasing Limited ("Amficon"); Capital Lease Limited, Hong Kong ("Capital"). The purchase prices are being amortized over the expected useful lives of the contracts on a pro-rata basis to the expected management fees.

General and Administrative Expense. Our general and administrative expenses are primarily employee-related costs such as salary, employee benefits, rent, travel and entertainment costs, as well as expenses incurred for outside services such as legal, consulting, tax and audit-related fees.

Short-term Incentive Compensation Expense. Short-term incentive compensation expense is the annual bonus plan in which all company employees participate. The compensation amounts are determined on an annual basis based on the company's performance.

Long-term Incentive Compensation Expense. Long-term incentive compensation expense represents costs recorded for share-based and cash compensation that vests over several years in which some company employees participate.

Bad Debt Expense (Recovery), net. Bad debt expense (recovery), net, represents the amounts recorded to provide for an allowance for the doubtful collection of accounts receivable for the owned fleet.

A. Operating Results

Comparison of the Years Ended December 31, 2015, 2014 and 2013

The following table summarizes our total revenues for the years ended December 31, 2015, 2014 and 2013 and percentage changes between those periods:

	Year Ended December 31,			% Change Between	
	2015	2014	2013	2015 and 2014	2014 and 2013
	(Dollars in thousands)				
Lease rental income	$510,466	$504,225	$468,732	1.2%	7.6%
Management fees	15,610	17,408	19,921	(10.3%)	(12.6%)
Trading container sales proceeds	12,670	27,989	12,980	(54.7%)	115.6%
Gains on sale of containers, net	3,454	13,469	27,340	(74.4%)	(50.7%)
Total revenues	$542,200	$563,091	$528,973	(3.7%)	6.4%

Lease rental income increased $6,241 (1.2%) from 2014 to 2015. This increase was primarily due to a 6.6% increase in our owned fleet size and a 0.5 percentage point increase in utilization for our owned fleet, partially offset by a 4.8% decrease in average per diem rental rates. Lease rental income increased $35,493 (7.6%) from 2013 to 2014. This increase was primarily due to a 13.4% increase in our owned fleet size and a 1.3% increase in utilization for our owned fleet, partially offset by a 7.1% decrease in average per diem rental rates.

Management fees decreased $1,798 (-10.3%) from 2014 to 2015 due to a $910 decrease resulting from a 6.8% decrease in the size of the managed fleet primarily due to disposals of containers that reached the end of their useful lives, a $633 decrease due to lower fleet profitability, a $144 decrease from lower acquisition fees due to fewer managed container purchases and a $111 decrease in sales commissions. Management fees decreased $2,513 (-12.6%) from 2013 to 2014 due to a $1,002 decrease resulting from a 5.9% decrease in the size of the managed fleet primarily due to our acquisitions throughout 2014 of approximately 42,000 TEU of containers that we previously managed, a $933 decrease due to lower fleet profitability, a $338 decrease from lower acquisition fees due to fewer managed container purchases and a $240 decrease in sales commissions.

Trading container sales proceeds decreased $15,319 (-54.7%) from 2014 to 2015 due to a $14,469 decrease resulting from a 51.7% decrease in unit sales due to a decrease in the number of trading containers that we were able to source and sell and a $850 decrease due to a decrease in average sales proceeds per container. Trading container sales proceeds increased $15,009 (115.6%) from 2013 to 2014 due to a $23,997 increase resulting from a 184.9% increase in unit sales due to an increase in the number of trading containers that we were able to source and sell, partially offset by a $8,988 decrease due to a decrease in average sales proceeds per container.

Gains on sale of containers, net, decreased $10,015 (-74.4%) from 2014 to 2015 due to a $11,345 decrease resulting from a decrease in average sales proceeds of $101 per unit, a $485 decrease resulting from a decrease in average net gains on sales-type leases of $587 per unit and a $18 decrease resulting from 468 containers placed on sales-type leases in 2015 compared to 826 containers placed on sales-type leases in 2014, partially offset by a $1,833 increase resulting from a 14.2% increase in the number of containers sold. Gains on sale of containers, net, decreased $13,871 (-50.7%) from 2013 to 2014 due to a $16,707 decrease resulting from a decrease in average sales proceeds of $203 per unit and a $1,731 decrease resulting from 826 containers placed on sales-type leases in 2014 compared to 3,539 containers placed on sales-type leases in 2013, partially offset by a $3,591 increase resulting from a 13.8% increase in the number of containers sold and a $976 increase resulting from an increase in average gains on sales-type leases of $276 per unit.

The following table summarizes our total operating expenses for the years ended December 31, 2015, 2014 and 2013 and percentage changes between those periods:

	Year Ended December 31,			% Change Between	
	2015	2014	2013	2015 and 2014	2014 and 2013
	(Dollars in thousands)				
Direct container expense	$ 47,342	$ 47,446	$ 43,062	(0.2%)	10.2%
Cost of trading containers sold	12,475	27,465	11,910	(54.6%)	130.6%
Depreciation expense	191,373	163,488	140,083	17.1%	16.7%
Container impairment	35,345	13,108	8,891	169.6%	47.4%
Amortization expense	4,741	4,010	4,226	18.2%	(5.1%)
General and administrative expense	27,645	25,778	24,922	7.2%	3.4%
Short-term incentive compensation expense	913	4,075	1,779	(77.6%)	129.1%
Long-term incentive compensation expense	7,040	6,639	4,961	6.0%	33.8%
Bad debt expense (recovery), net	5,028	(474)	8,084	(1160.8%)	(105.9%)
Total operating expenses	$331,902	$291,535	$247,918	13.8%	17.6%

Direct container expense decreased $104 (-0.2%) from 2014 to 2015 primarily due to an increase in utilization for our owned fleet, partially offset by an increase in the size of our owned fleet and included a $797 decrease in repositioning expense and a $756 decrease in agency expense, partially offset by a $1,381 increase in DPP expense. Direct container expense increased $4,384 (10.2%) from 2013 to 2014 primarily due to an increase in the size of our owned fleet, partially offset by an increase in utilization for our owned fleet and included a $2,912 increase in repositioning expense and a $1,244 increase in repair and recovery costs for slow-paying and bankrupt lessees.

Cost of trading containers sold decreased $14,990 (-54.6%) from 2014 to 2015 due to a $14,198 decrease resulting from a 51.7% decrease in the number of containers sold due to a decrease in the number of trading containers that we were able to source and sell and a $792 decrease resulting from a 6.0% decrease in the average cost per unit of containers sold. Cost of trading containers sold increased $15,555 (130.6%) from 2013 to 2014 due to a $22,019 increase resulting from a 184.9% increase in the number of containers sold due to an increase in the number of trading containers that we were able to source and sell, partially offset by a $6,464 decrease resulting from a 19.1% decrease in the average cost per unit of containers sold.

Depreciation expense increased $27,885 (17.1%) from 2014 to 2015 due to a $17,366 increase resulting from an increase in the size of our owned fleet, and a $10,519 increase resulting from a decrease in the estimated future residual value of 40’ high cube containers used in the calculation of depreciation expense, of which approximately $931 was a one-time charge for containers that were fully depreciated under the previous residual value. Depreciation expense increased $23,405 (16.7%) from 2013 to 2014 mainly due to an increase resulting from an increase in the size of our owned fleet.

Container impairment increased $22,237 (169.6%) from 2014 to 2015 due to a $21,223 increase in impairments to write down the value of containers held for sale to their estimated fair value less cost to sell and a $1,968 impairment net of estimated insurance proceeds in 2015 for containers on operating and direct financing leases that were deemed unlikely recoverable from a customer that became insolvent in 2015, partially offset by a $954 decrease in impairments for containers that were unlikely recoverable from lessees in default. Container impairment increased $4,217 (47.4%) from 2013 to 2014 due to a $7,243 increase in impairments to write down the value of containers held for sale to their estimated fair value less cost to sell, partially offset by a $3,026 decrease in impairments for containers that were unlikely recoverable from lessees in default.

Amortization expense represents the amortization of the amounts paid to acquire the rights to manage the Capital Intermodal, Amficon and Capital fleets. Amortization expense increased $731 (18.2%) and decreased

$216 (-5.1%) from 2014 to 2015 and from 2013 to 2014, respectively, primarily due to a revision in management fee revenue estimates for the Capital Intermodal, Amficon and Capital fleets.

General and administrative expense increased $1,867 (7.2%) from 2014 to 2015 primarily due to a $668 increase in compensation costs, a $549 increase in professional fees and a $474 increase in information technology costs. General and administrative expense increased $856 (3.4%) from 2013 to 2014 primarily due to a $730 increase in compensation costs, a $207 increase in rent expense and a $198 increase in information technology costs, partially offset by a $250 decrease in travel costs.

Short-term incentive compensation expense decreased $3,162 (-77.6%) from 2014 to 2015 primarily due to a decrease in the incentive compensation awards for 2015 compared to 2014. Short-term incentive compensation expense increased $2,296 (129.1%) from 2013 to 2014 primarily due to an increase in the incentive compensation awards for 2014 compared to 2013.

Long-term incentive compensation expense increased $401 (6.0%) from 2014 to 2015 primarily due to additional share options and restricted share units that were each granted under the 2015 Share Incentive Plan (the "2015 Plan") in November 2014 and 2015, partially offset by share options and restricted share units granted under the 2007 Share Incentive Plan ("2007 Plan") in 2010 and restricted share units granted under the 2007 Plan in 2009 that vested in January 2015 and an adjustment to forfeiture rates in 2015. Long-term incentive compensation expense increased $1,678 (33.8%) from 2013 to 2014 primarily due to additional share options and restricted share units that were each granted under the 2007 Plan in November 2013 and 2014, partially offset by share options and restricted share units granted under the 2007 Plan in November 2009 and 2008, respectively, that vested in January 2014.

Bad debt expense (recovery), net, changed from a net recovery of $474 in 2014 to a net expense of $5,028 in 2015 primarily due to $4,958 of proceeds received during 2014 from the settlement of outstanding claims with a bankrupt lessee for billings included in the allowance for doubtful accounts, a provision of $2,574 resulting from a customer that became insolvent in 2015 and management's assessment that the financial condition of certain of the Company's lessees and their ability to make required payments had improved during 2015. Bad debt expense (recovery), net, changed from a net expense of $8,084 in 2013 to a net recovery of $474 in 2014 primarily due to a provision of $6,104 in 2013 resulting from the bankruptcy of one customer and the default of two additional customers, management's assessment that the financial condition of certain of the Company's lessees and their ability to make required payments had deteriorated during 2013 and 2014, collections on accounts during 2013 that had previously been included in the allowance for doubtful accounts at December 31, 2012 and $4,958 of proceeds received during 2014 from the settlement of outstanding claims with a bankrupt lessee for billings included in the allowance for doubtful accounts.

The following table summarizes other income (expenses) for the years ended December 31, 2015, 2014 and 2013 and percentage changes between those periods:

	Year Ended December 31,			% Change Between	
	2015	2014	2013	2015 and 2014	2014 and 2013
	(Dollars in thousands)				
Interest expense	$(76,521)	$(85,931)	$(85,174)	(11.0%)	0.9%
Interest income	125	119	122	5.0%	(2.5%)
Realized losses on interest rate swaps, collars and caps, net	(12,823)	(10,293)	(8,409)	24.6%	22.4%
Unrealized (losses) gains on interest rate swaps, collars and caps, net	(1,947)	1,512	8,656	(228.8%)	(82.5%)
Other, net	26	23	(45)	13.0%	(151.1%)
Net other expense	$(91,140)	$(94,570)	$(84,850)	(3.6%)	11.5%

Interest expense decreased $9,410 (-11.0%) from 2014 to 2015 and increased $757 (0.9%) from 2013 to 2014. Interest expense for 2015 included the write-off of unamortized debt issuance costs of $160 and $298 related to the amendment of Textainer Limited's ("TL") revolving credit facility and the amendment of Textainer Marine Containers IV Limited's ("TMCL IV") secured debt facility, respectively. Interest expense for 2014 included the write-off of unamortized debt issuance costs of $6,424 and $390 related to the early redemption of Textainer Marine Containers Limited's ("TMCL") bonds and the amendment of Textainer Marine Containers II Limited's ("TMCL II") secured debt facility, respectively. Interest expense for 2013 included the write-off of unamortized debt issuance costs of $650 and $245 related to the termination of TAP Funding Ltd.'s ("TAP Funding") revolving credit facility and the amendment of TMCL II's secured debt facility, respectively. Excluding the write-off of unamortized debt issuance costs, the decrease in interest expense for 2015 compared to 2014 was due to a $13,370 decrease resulting from a decrease in average interest rates of 0.44 percentage points, partially offset by a $10,316 increase resulting from an increase in average debt balances of $351,998. Excluding the write-off of unamortized debt issuance costs, the decrease in interest expense for 2014 compared to 2013 was due to a $15,215 decrease resulting from a decrease in average interest rates of 0.55 percentage points, partially offset by a $10,053 increase resulting from an increase in average debt balances of $292,895.

Realized losses on interest rate swaps, collars and caps, net increased $2,530 (24.6%) from 2014 to 2015 due to a $4,001 increase resulting from an increase in average interest rate swap notional amounts of $388,355, partially offset by a $1,471 decrease from a decrease in the average net settlement differential between variable interest rates received compared to fixed interest rates paid on interest rate swaps of 0.11 percentage points. Realized losses on interest rate swaps, collars and caps, net increased $1,884 (22.4%) from 2013 to 2014 due to a $5,386 increase resulting from an increase in average interest rate swap notional amounts of $390,075, partially offset by a $3,502 decrease from a decrease in the average net settlement differential between variable interest rates received compared to fixed interest rates paid on interest rate swaps of 0.35 percentage points.

Unrealized (losses) gains on interest rate swaps, collars and caps, net changed from a net gain of $1,512 in 2014 to a net loss of $1,947 in 2015 primarily due to an increase in long-term interest rates during 2014 compared to a decrease in long-term interest rates during 2015. Unrealized gains on interest rate swaps, collars and collars and caps, net decreased $7,144 (-82.5%) from 2013 to 2014 primarily due to a lower increase in long-term interest rates during 2014 compared to 2013. Under the majority of our interest rate swap agreements, we make interest payments based on fixed interest rates and receive payments based on the applicable prevailing variable interest rate. As long-term interest rates decreased during 2015, the current market rate on interest rate swap agreements with similar terms decreased relative to our existing interest rate swap agreements, which resulted in the unrealized losses on interest rate swaps, collars and caps, net during such period. As long-term interest rates increased during 2014, and 2013, the current market rate on interest rate swap agreements with similar terms increased relative to our existing interest rate swap agreements, which resulted in the unrealized gains on interest rate swaps, collars and caps, net during each of the periods.

The following table summarizes income tax expense (benefit) and net income attributable to the noncontrolling interests for the years ended December 31, 2015, 2014 and 2013 and percentage changes between those periods:

	Year Ended December 31,			% Change Between	
	2015	2014	2013	2015 and 2014	2014 and 2013
	(Dollars in thousands)				
Income tax expense (benefit)	$6,695	$(18,068)	$6,831	(137.1%)	(364.5%)
Net income attributable to the noncontrolling interests	$5,576	$ 5,692	$6,565	(2.0%)	(13.3%)

Income tax expense (benefit) changed from an income tax benefit of $18,068 in 2014 to income tax expense of $6,695 in 2015 and from income tax expense of $6,831 in 2013 to an income tax benefit of $18,068 in 2014. In November 2012, the Company received notification from the IRS that the 2010 United States tax return for TGH had been selected for examination. On March 5, 2014 the IRS issued a letter indicating that it had completed its examination of TGH's tax return for 2010 and would make no changes to the return as filed. As a

result of this, the Company recognized a discrete benefit of $22,408 during 2014 for the re-measurement of its unrecognized tax benefits for the impacted years. The remaining change in income tax expense (benefit) in 2015 compared to 2014 was due to a $3,985 increase resulting from a higher effective tax rate excluding the re-measurement of unrecognized tax benefits and released liabilities for uncertain tax positions and a $36 decrease in reserves for uncertain tax positions in 2015 compared to a $163 decrease in reserves for uncertain tax positions in 2014, partially offset by a $1,679 decrease resulting from a lower level of income before tax and noncontrolling interests and a $78 decrease resulting from a higher release of reserves for uncertain tax positions in 2015 compared to 2014. The remaining change in income tax expense (benefit) in 2014 compared to 2013 was due to a $163 decrease in reserves for uncertain tax positions in 2014 compared to a $5,898 increase in reserves for uncertain tax positions in 2013 and a $280 decrease resulting from a lower level of income before tax and noncontrolling interests, partially offset by a $2,564 increase resulting from a higher effective tax rate excluding the re-measurement of unrecognized tax benefits and released liabilities for uncertain tax positions and a $1,286 increase resulting from a lower release of reserves for uncertain tax positions in 2014 compared to 2013.

Net income attributable to the noncontrolling interests in 2015, 2014 and 2013 represents the noncontrolling interest's portion of TAP Funding and TW Container Leasing, Ltd.'s ("TW") net income. See Item 4, "Information on the Company — History and Development of the Company."

Segment Information

The following table summarizes our income before income taxes and noncontrolling interests attributable to each of our business segments for the years ended December 31, 2015 and 2014 and 2013 (before inter-segment eliminations) and percentage changes between those periods:

	Year Ended December 31,			% Change Between	
	2015	2014	2013	2015 and 2014	2014 and 2013
	(Dollars in thousands)				
Container ownership	$ 87,015	$143,618	$160,145	(39.4%)	(10.3%)
Container management	26,305	30,298	33,011	(13.2%)	(8.2%)
Container resale	9,335	10,249	10,740	(8.9%)	(4.6%)
Other	(4,283)	(3,291)	(3,841)	30.1%	(14.3%)
Eliminations	786	(3,888)	(3,850)	(120.2%)	1.0%
Income before income tax and noncontrolling interests	$119,158	$176,986	$196,205	(32.7%)	(9.8%)

Income before income taxes and noncontrolling interests attributable to the Container Ownership segment decreased $56,603 (-39.4%) from 2014 to 2015. The following table summarizes the variances included within this decrease:

Increase in depreciation expense	$(28,599)(1)
Increase in container impairment	(22,237)(2)
Decrease in gains on sale of containers, net	(10,015)(3)
Change from bad debt recovery, net in 2014 to a bad debt expense, net in 2015	(5,270)(4)
Change from unrealized gains on interest rate swaps, collars and caps, net in 2014 to unrealized losses on interest rate swaps, collars and caps, net in 2015	(3,459)(5)
Increase in realized losses on interest rate swaps, collars and caps, net	(2,530)(6)
Increase in direct container expense	(476)(7)
Decrease in interest expense	9,410(8)
Increase in lease rental income	6,280(9)
Other	293
	$(56,603)

(1) The increase in depreciation expense was primarily due to a $18,080 increase resulting from an increase in the size of our owned fleet and a $10,519 increase resulting from a decrease in the estimated future residual value of 40' high cube containers used in the calculation of depreciation expense, of which approximately $931 was a one-time charge for containers that were fully depreciated under the previous residual value.

(2) The increase in container impairment was due to a $21,223 increase in impairments to write down the value of containers held for sale to their estimated fair value less cost to sell and a $1,968 impairment net of estimated insurance proceeds for 2015 for containers on operating and direct financing leases that were deemed unlikely recoverable from a customer that became insolvent in 2015, partially offset by a $954 decrease in impairments for containers that were unlikely recoverable from lessees in default.

(3) The decrease in gains on sale of containers, net was due to a decrease in average sales proceeds of $101 per unit, a decrease in average gains on sales-type leases of $587 per unit, and a 43.3% decrease in the number of containers placed on sales-type leases, partially offset by a 14.2% increase in the number of containers sold.

(4) Bad debt expense (recovery), net, changed from a net recovery of $240 in 2014 to a net expense of $5,026 in 2015 primarily due to $4,958 of proceeds received during 2014 from the settlement of outstanding claims with a bankrupt lessee for billings included in the allowance for doubtful accounts, a provision of $2,574 during 2015 resulting from a customer that became insolvent in 2015 and management's assessment that the financial condition of certain of the Company's lessees and their ability to make required payments had improved during 2015.

(5) Unrealized gains (losses) on interest rate swaps, collars and caps, net changed from a net gain of $1,512 in 2014 to a net loss of $1,947 in 2015 primarily due to an increase in long-term interest rates during 2014 compared to a decrease in long-term interest rates in 2015.

(6) The increase in realized losses on interest rate swaps, collars and caps, net was due to an increase in average interest rate swap notional amounts of $388,355, partially offset by a decrease in the average net settlement differential between variable interest rates received compared to fixed interest rates paid on interest rate swaps of 0.11 percentage points.

(7) The increase in direct container expense was primarily due to an increase in the size of our owned fleet, partially offset by an increase in utilization for our owned fleet and included increases in repositioning expense and repair and recovery costs for slow-paying and bankrupt lessees. The increase in direct container expense also included an increase in inter-segment management fees of $679 paid to our Container Management segment primarily due to an increase in the size and improved performance of the owned fleet, partially offset by a decrease in inter-segment sales commissions of $102 paid to our Container Resale segment primarily due to decrease in average sales proceeds of owned container sales. Inter-segment management fees and sales commissions are eliminated in consolidation.

(8) Interest expense for 2015 included the write-off of unamortized debt issuance costs of $160 and $298 related to the amendment of T's revolving credit facility and the amendment of TMCL IV's secured debt facility, respectively. Interest expense for 2014 included the write-off of unamortized debt issuance costs of $6,424 and $390 related to the early redemption of TMCL's bonds and the amendment of TMCL II's secured debt facility, respectively. Excluding the write-off of unamortized debt issuance costs, the decrease in interest expense for 2015 compared to 2014 was due to a decrease in average interest rates of 0.44 percentage points, partially offset by an increase in average debt balances of $351,998.

(9) The increase in lease rental income was primarily due to a 6.6% increase in our owned fleet size and a 0.5 percentage point increase in utilization for our owned fleet, partially offset by a 4.8% decrease in average per diem rental rates.

Income before income taxes and noncontrolling interests attributable to the Container Ownership segment decreased $16,527 (-10.3%) from 2013 to 2014. The following table summarizes the variances included within this decrease:

Increase in depreciation expense	$(24,030)(1)
Decrease in gains on sale of containers, net	(13,871)(2)
Decrease in unrealized gains on interest rate swaps, collars and caps, net	(7,144)(3)
Increase in direct container expense	(7,112)(4)
Increase in container impairment	(4,217)(5)
Increase in realized losses on interest rate swaps, collars and caps, net	(1,884)(6)
Increase in interest expense	(757)(7)
Increase in overhead expense	(527)(8)
Increase in lease rental income	34,949(9)
Change from bad debt expense, net in 2013 to a bad debt recovery, net in 2014	8,524(10)
Other	(458)
	$(16,527)

(1) The increase in depreciation expense was primarily due to an increase in the size of our owned fleet.

(2) The decrease in gains on sale of containers, net was due to a decrease in average sales proceeds of $203 per unit and a 76.6% decrease in the number of containers placed on sales-type leases, partially offset by a 13.8% increase in the number of containers sold and an increase in average gains on sales-type leases of $276 per unit.

(3) The decrease in unrealized gains on interest rate swaps, collars and caps, net was due to a lower increase in long-term interest rates in 2014 compared to 2013.

(4) The increase in direct container expense was primarily due to an increase in the size of our owned fleet, partially offset by an increase in utilization for our owned fleet and included increases in repositioning expense and repair and recovery costs for slow-paying and bankrupt lessees. The increase in direct container expense also included an increase in inter-segment management fees of $3,273 paid to our Container Management segment primarily due to an increase in the size and improved performance of the owned fleet, partially offset by a decrease in inter-segment sales commissions of $163 paid to our Container Resale segment primarily due to decrease in average sales proceeds of owned container sales. Inter-segment management fees and sales commissions are eliminated in consolidation.

(5) The increase in container impairment was due to a $7,243 increase to write down the value of containers held for sale to their estimated fair value less cost to sell, partially offset by a $3,026 decrease in impairments for containers that were unlikely recoverable from lessees in default.

(6) The increase in realized losses on interest rate swaps, collars and caps, net was due to an increase in average interest rate swap notional amounts of $390,075, partially offset by a decrease in the average net settlement differential between variable interest rates received compared to fixed interest rates paid on interest rate swaps of 0.35 percentage points.

(7) Interest expense for 2014 included the write-off of unamortized debt issuance costs of $6,424 and $390 related to the early redemption of TMCL's bonds and the amendment of TMCL II's secured debt facility, respectively. Interest expense for 2013 included the write-off of unamortized debt issuance costs of $650 and $245 related to the termination of TAP Funding's revolving credit facility and the amendment of TMCL II's secured debt facility, respectively. Excluding the write-off of unamortized debt issuance costs, the decrease in interest expense for 2014 compared to 2013 was due to an increase in average interest rates of 0.55 percentage points, partially offset by an increase in average debt balances of $292,895.

(8) The increase in overhead expense was primarily due to an increase in overhead management fees paid to our Container Management segment resulting primarily from an increase in compensation costs.

(9) The increase in lease rental income was primarily due to a 13.4% increase in our owned fleet size and a 1.3 percentage point increase in utilization for our owned fleet, partially offset by a 7.1% decrease in average per diem rental rates.

(10) Bad debt (recovery) expense, net, changed from a net expense of $7,816 in 2013 to a net recovery of $708 in 2014 primarily due to a provision of $6,104 in 2013 resulting from the bankruptcy of one customer and the default of two additional customers, management's assessment that the financial condition of certain of the Company's lessees and their ability to make required payments had deteriorated during 2013 and 2014, collections on accounts during 2013 that had previously been included in the allowance for doubtful accounts at December 31, 2012 and $4,958 of proceeds received during 2014 from the settlement of outstanding claims with a bankrupt lessee for billings included in the allowance for doubtful accounts.

Income before income taxes and noncontrolling interests attributable to the Container Management segment decreased $3,993 (-13.2%) from 2014 to 2015. The following table summarizes the variances included within this decrease:

Decrease in management fees	$(5,066)(1)
Increase in general and administrative expense	(1,340)(2)
Increase in amortization expense	(731)(3)
Decrease in short-term incentive compensation expense	2,849(4)
Other	295
	$(3,993)

(1) The decrease in management fees was primarily due to a $4,091 decrease in inter-segment acquisition fees received from our Container Ownership segment primarily due to an decrease in the amount of owned container purchases and a $1,654 decrease in management fees from external customers resulting from a 6.8% decrease in the size of the managed fleet primarily due to disposals of containers that reached the end of their useful lives, partially offset by a $679 increase in inter-segment management fees received from our Container Ownership segment primarily due to an increased size of the owned fleet. Inter-segment management fees and acquisition fees are eliminated in consolidation.
(2) The increase in general and administrative expense due to an increase in compensation costs, professional fees, and information technology costs.
(3) The increase in amortization expense was primarily due to a revision in management fee revenue estimates for the Capital Intermodal, Amficon and Capital fleets.
(4) The decrease in short-term incentive compensation expense was due to a decrease in the incentive compensation awards for 2015 compared to 2014.

Income before income taxes and noncontrolling interests attributable to the Container Management segment decreased $2,713 (-8.2%) from 2013 to 2014. The following table summarizes the variances included within this decrease:

Increase in short-term incentive compensation expense	$(2,081)(1)
Increase in long-term incentive compensation expense	(1,782)(2)
Increase in overhead expense	(1,368)(3)
Increase in management fees	1,768(4)
Decrease in amortization expense	202(5)
Other	548
	$(2,713)

(1) The increase in short-term incentive compensation expense was due to an increase in the incentive compensation awards for 2014 compared to 2013.
(2) The increase in long-term incentive compensation expense was primarily due to additional share options and restricted share units that were each granted under the 2007 Plan in November 2013 and 2014, partially offset by share options and restricted share units granted under the 2007 Plan in November 2009 and 2008, respectively, that vested in January 2014.

(3) The increase in overhead expense was primarily due to an increase in compensation costs, rent expense and information technology costs, partially offset by a decrease in travel costs.
(4) The increase in management fees was due to a $3,273 increase in inter-segment management fees received from our Container Ownership segment primarily due to an increased size and improved profitability of the owned container fleet and a $743 increase in inter-segment acquisition fees received from our Container Ownership segment primarily due to an increase in the amount of owned container purchases, partially offset by a $2,248 decrease in management fees from external customers resulting from a 5.9% decrease in the size of the managed fleet primarily due to our acquisitions throughout 2014 of approximately 42,000 TEU of containers that we previously managed. Inter-segment management fees and acquisition fees are eliminated in consolidation.
(5) The decrease in amortization expense was primarily due to a revision in management fee revenue estimates for the Capital, Amficon and Capital Intermodal fleets.

Income before income taxes and noncontrolling interests attributable to the Container Resale segment decreased $914 (-8.9%) from 2014 to 2015. The following table summarizes the variances included within this decrease:

Increase in amortization expense	$(504)(1)
Decrease in gains on container trading, net	(329)(2)
Decrease in bad debt recovery, net	(232)(3)
Decrease in management fees	(219)(4)
Decrease in short-term incentive compensation expense	313(5)
Other	57
	$(914)

(1) The increase in amortization expense was primarily due to a revision in management fee revenue estimates for the Capital Intermodal, Amficon and Capital fleets.
(2) The decrease in gains on container trading, net was due to a 51.7% decrease in unit sales resulting from a decrease in the number of trading containers that we were able to source and sell and a decrease in average sales margin per container.
(3) The decrease in bad debt recovery, net was primarily due to proceeds received during 2014 from the settlement of outstanding claims with a bankrupt lessee for billings included in the allowance for doubtful accounts.
(4) The decrease in management fees was due to a decrease in sales commissions resulting from a $117 decrease in sales commissions from external customers and a $102 decrease in inter-segment sales commissions received from our Container Ownership segment primarily due to a decrease in average sales proceeds of managed and owned container sales. Inter-segment sales commissions are eliminated in consolidation.
(5) The decrease in short-term incentive compensation expense was due to a decrease in the incentive compensation awards for 2015 compared to 2014.

Income before income taxes and noncontrolling interests attributable to the Container Resale segment decreased $491 (-4.6%) from 2013 to 2014. The following table summarizes the variances included within this decrease:

Decrease in gains on container trading, net	$(546)(1)
Decrease in management fees	(398)(2)
Change from bad debt expense, net in 2013 to a bad debt recovery, net in 2014	502(3)
Other	(49)
	$(491)

(1) The decrease in gains on container trading, net was due to a decrease in average sales margin per container, partially offset by a 184.9% increase in unit sales resulting from an increase in the number of trading containers that we were able to source and sell.
(2) The decrease in management fees was due to a decrease in sales commissions resulting from a $235 decrease in sales commissions from external customers and a $163 decrease in inter-segment sales commissions received from our Container Ownership segment primarily due to a decrease in average sales proceeds of managed and owned container sales. Inter-segment sales commissions are eliminated in consolidation.
(3) Bad debt (recovery) expense, net changed from a net expense of $268 in 2013 to a net recovery of $234 in 2014 primarily due to proceeds received during 2014 from the settlement of outstanding claims with a bankrupt lessee for billings included in the allowance for doubtful accounts.

Loss before income taxes and noncontrolling interests attributable to Other activities unrelated to our reportable business segments increased $992 (30.1%) from 2014 to 2015 primarily due to a $759 increase in corporate overhead expense resulting primarily from an increase in professional fees and $224 increase in intercompany recharge expense in related to a share compensation reimbursement arrangement, which is eliminated in consolidation.

Loss before income taxes and noncontrolling interests attributable to Other activities unrelated to our reportable business segments decreased $550 (-14.3%) from 2013 to 2014 primarily due to a $478 decrease in corporate overhead expense resulting primarily from a decrease in professional fees and a $74 decrease in long-term incentive compensation expense resulting from share options and restricted share units that were granted under the 2007 Plan in November 2009 and 2008, respectively, that vested in January 2014.

Segment eliminations changed from a loss of $3,888 in 2014 to an income of $786 in 2015 and consisted of a $4,091 decrease in acquisition fees received by our Container Management segment from our Container Ownership segment and a $564 increase in depreciation expense related to capitalized acquisition fees received by our Container Management segment from our Container Ownership segment. Our Container Ownership segment capitalizes acquisition fees billed by our Container Management segment as part of containers, net and records depreciation expense to amortize the acquisition fees over the useful lives of the containers, which is eliminated in consolidation.

Segment eliminations increased $38 (1.0%) from 2013 to 2014 and primarily consisted of a $743 decrease in acquisition fees received by our Container Management segment from our Container Ownership segment, partially offset by a $705 increase in depreciation expense related to capitalized acquisition fees received by our Container Management segment from our Container Ownership segment. Our Container Ownership segment capitalizes acquisition fees billed by our Container Management segment as part of containers, net and records depreciation expense to amortize the acquisition fees over the useful lives of the containers, which is eliminated in consolidation.

Currency

As in previous years, almost all of our revenues are denominated in U.S. dollars and approximately 73% of our direct container expenses in 2015 were denominated in U.S. dollars. Our operations in locations outside of the U.S. have some exposure to foreign currency fluctuations, and trade growth and the direction of trade flows can be influenced by large changes in relative currency values. In 2015, our non-U.S. dollar operating expenses were spread among 18 currencies, resulting in some level of self-hedging. We do not engage in currency hedging.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to use judgment in making estimates and assumptions that affect the reported amounts of assets and liabilities, the

reported amounts of income and expenses during the reporting period and the disclosure of contingent assets and liabilities as of the date of the financial statements. We have identified the policies and estimates below as among those critical to our business operations and the understanding of our results of operations. These policies and estimates are considered critical due to the existence of uncertainty at the time the estimates are made, the likelihood of changes in estimates from period to period and the potential impact that these estimates can have on our financial statements. The following accounting policies and estimates include inherent risks and uncertainties related to judgments and assumptions made by us. Our estimates are based on the relevant information available at the end of each period.

Revenue Recognition

Lease Rental Income. We recognize revenue from operating leases of our owned containers as earned over the term of the lease. The Company's container leases generally do not include step-rent provisions, nor do they depend on indices or rates. The Company recognizes revenue on container leases that include lease concessions in the form of free-rent periods using the straight-line method over the minimum terms of the leases. We cease recognition of lease revenue if and when a container lessee defaults in making timely lease payments or we otherwise determine that future lease payments are not likely to be collected from the lessee. Our determination of the collectability of future lease payments is made by management on the basis of available information, including the current creditworthiness of container shipping lines that lease containers from us, historical collection results and review of specific past due receivables. If we experience unexpected payment defaults from our container lessees, we will cease revenue recognition for those leases, which will reduce container rental revenue. Finance lease income is recognized using the effective interest method, which generates a constant rate of interest over the period of the lease. The same risks of collectability discussed above apply to our collection of finance lease income. If we experience unexpected payment defaults under our finance leases, we will cease revenue recognition for those leases that will reduce finance lease income.

Our leases typically require the lessee to pay, at the end of the lease term, for any damage to the container beyond normal wear and tear. We also offer a Damage Protection Plan ("DPP") pursuant to which the lessee pays a fee over the term of the lease, primarily on a daily basis, in exchange for not being charged for certain damages at the end of the lease term. It is our policy to recognize these revenues as earned on a daily basis over the related term of the lease. We have not recognized revenue for customers who are billed at the end of the lease term under our DPP or for other lessees who do not participate in the DPP. Based on past history, there is uncertainty as to collectability of these amounts because the amounts due under the DPP are typically re-negotiated at the end of the lease term or when the lease term is extended.

Management Fee Revenue. We recognize revenue from management fees earned under management agreements on an as-earned basis. Fees are typically calculated as a percentage of net operating income, which is revenue from the containers under management minus direct operating expense related to those containers. If a lessee of a managed container defaults in making timely lease payments or we otherwise determine that future lease payments are not likely to be collected from the lessee, then we will cease to record lease revenue, which in turn will result in reduced management fee revenue.

Accounting for Container Leasing Equipment

Accounting for container leasing equipment includes depreciation, impairment of held for use equipment and the impairment of containers held for sale.

Depreciation. When we acquire containers, we record the cost of the container on our balance sheet. We then depreciate the container over its estimated useful life (which represents the number of years we expect to be able to lease the container to shipping lines) to its estimated "residual value" (which represents the amount we estimate we will recover upon the sale or other disposition of the equipment at the end of its "useful life" as a

shipping container). Our estimates of useful life are based on our actual experience with our fleet, and our estimates of residual value are based on a number of factors including disposal price history.

We review our depreciation policies, including our estimates of useful lives and residual values, on a regular basis to determine whether a change in our estimates of useful lives and residual values is warranted. We estimate the useful lives of our non-refrigerated containers (other than open top and flat rack containers), refrigerated containers, tank containers and open top and flat rack containers to be 13, 12, 20 and 14 years, respectively. We estimate the residual values of our primary non-refrigerated containers (other than open top and flat rack containers) to be $1,050 for a 20', $1,300 for a 40', and $1,450 for a 40' high cube. Beginning July 1, 2015, we changed our residual value estimate from $1,650 for a 40' high cube to $1,450. Our change in residual value estimate was based on recent sales history and market conditions for the sale of used containers, which we believe are currently the best indicator of the residual value we will realize. The effect of reducing estimated residual values of containers has been and will continue to be an increase in depreciation expense and gain on sales of containers, net as compared to what would have been reported using the previous estimate.

If market conditions in the future warrant a further change of our estimates of the useful lives or residual values of our containers, we may be required to again recognize increased or decreased depreciation expense. A decrease in either the useful life or residual value of our containers would result in increased depreciation expense and decreased net income. An increase in either the useful life or residual value of our containers would result in reduced depreciation expense and increased net income.

Container Impairment. On a quarterly basis we evaluate our containers held for use in our leasing operation to determine whether there has been any event such as a decline in results of operations or residual values that would cause the book value of our containers held for use to be impaired. This evaluation is performed at the lowest level of identifiable cash flows which we have determined to be groups of containers based on equipment type and year of manufacture. Any such impairment would be expensed in our results of operations. Impairment exists when the estimated future undiscounted cash flows to be generated by an asset group are less than the net book value of that asset group. Were there to be a triggering event that may indicate impairment, undiscounted future cash flows would be compared to the book values of the corresponding asset group. Estimated undiscounted cash flows would be based on historical lease operating revenue and expenses and historical residual values, adjusted to reflect current market conditions. In 2013, 2014 and 2015 the Company recorded impairments for containers that were unlikely recoverable from lessees in default. When an impairment exists, the containers are written down to their fair value. This fair value is then the containers' new cost basis and is depreciated over their remaining useful lives in marine services to their estimated residual values. Any impairment charge results in decreased net income.

We also evaluate all off-lease containers to determine whether the containers will be repaired and returned to service or sold based upon what we estimate will be the best economic alternative. If we designate a container as held for sale, depreciation on the container ceases, and the container is reported at the lower of (1) its recorded value or (2) the amount we expect to receive upon sale (less the estimated cost to sell the container). Containers held for sale are evaluated for impairment on a quarterly basis based on sale prices for similar types of equipment in the locations in which the containers are stored. Any write-down of containers held for sale is reflected in our statement of operations as an expense. If a large number of containers are designated as held for sale or prices for used containers drop, impairment charges for containers held for sale may increase which would result in decreased net income.

Allowance for Doubtful Accounts

We only lease to container shipping lines and other lessees that meet our credit criteria. Our credit approval process is rigorous and our underwriting and credit decisions are controlled by our credit committee, which is made up of senior management from different disciplines. Our credit committee sets different maximum exposure limits depending on our relationship and previous experience with each shipping line customer and

container sales customer. Credit criteria may include, but are not limited to, trade route, country, social and political climate, assessments of net worth, asset ownership, bank and trade credit references, credit bureau reports, operational history and financial strength.

Our credit department sets and reviews credit limits for new and existing shipping line customers and container sales customers, monitors compliance with those limits on an on-going basis, monitors collections, and deals with customers in default. Our credit department actively maintains a credit watch report on our proprietary information technology systems, which is available to all regional and area offices. This credit watch report lists shipping line customers and container sales customers at or near their credit limits. New leases of containers by shipping line customers on the credit watch report would only be allowed with the approval of our credit department. Similarly, management may decide to stop sales of containers to purchasers whose payments are delinquent. Our underwriting processes are aided by the long payment experience we have with most of our shipping line customers and container sales customers, our broad network of relationships in the container shipping industry that provide current information about shipping line customers' and container sales customers' market reputations and our focus on collections.

Other factors reducing losses due to default by a lessee or customer include the growth in the container shipping industry, effective collection tools, our historically high recovery rate for containers in default situations and the re-marketability of our container fleet. The growth in the container shipping industry helps reduce the risk of customer defaults since the core assets of a poorly performing shipping line, its ships and containers, have historically been needed to meet the demand for world containerized trade. In addition, the law in several major port locations is highly favorable to creditors and many of our large customers call on ports that will allow us to arrest, or seize, the customers' ships or repossess our containers if the customer is in default under our container leases. Finally, we also purchase insurance for equipment recovery and loss of revenue due to customer defaults for most of our customers, in addition to the insurance that our customers are required to obtain, however our equipment recovery insurance is subject to high deductibles and has coverage limits and exclusions. In recent years our container recovery rate has declined as we have experienced several defaults where the containers are difficult to locate or when located are subject to liens for repairs and/or storage that make recovery uneconomical.

During 2011 through 2015, we recovered 77.2% of the containers that were the subject of defaulted contracts which had at least 1,000 CEU on lease. We typically incur operating expenses such as repairs and repositioning when containers are recovered after a default. However, recovery expenses are typically covered under insurance and we are reimbursed above our deductible amount.

Our allowance for doubtful accounts is reviewed regularly by our management and is based on the risk profile of the receivables, credit quality indicators such as the level of past due amounts and economic conditions. Our credit committee meets regularly to assess performance of our container lessees and to recommend actions to be taken in order to reduce credit risks. Changes in economic conditions or other events may necessitate additions or deductions to the allowance for doubtful accounts. The allowance is intended to provide for losses inherent in the owned fleet's accounts receivable, and requires the application of estimates and judgments as to the outcome of collection efforts and the realization of collateral, among other things. If the financial condition of our container lessees were to deteriorate, reducing their ability to make payments, additional allowances may be required, which would decrease our net income or increase our net loss in the period of the adjustment.

Income Taxes

Deferred tax liabilities and assets are recognized for the expected future tax consequences of events that have been reflected in our consolidated financial statements. Deferred tax liabilities and assets are determined based on the differences between the book values and the tax basis of particular assets and liabilities, using tax rates in effect for the years in which the differences are expected to reverse. A valuation allowance would be

recorded to reduce our deferred tax assets to an amount we determine is more likely than not to be realized, based on our analyses of past operating results, future reversals of existing taxable temporary differences and projected taxable income. Our analyses of future taxable income are subject to a wide range of variables, many of which involve estimates. Uncertainty regarding future events and changes in tax regulation could materially alter our valuation of deferred tax liabilities and assets. If we determine that we would not be able to realize all or part of our deferred tax assets in the future, we would record a valuation allowance and make a corresponding change to our earnings in the period in which we make such determination. If we later determine that we are more likely than not to realize our deferred tax assets, we would reverse the applicable portion of the previously provided valuation allowance.

In certain situations, a taxing authority may challenge positions adopted in our income tax filings. For transactions that we believe may be challenged, we may apply a different tax treatment for financial reporting purposes. We account for income tax positions by recognizing the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in the recognition or measurement are reflected in the period in which the change in judgment occurs. Should an audit by a taxing authority result in settlement for an amount greater than the amount we have reserved, we will incur additional tax expense and reduced net income.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* ("ASU 2014-09"). This new standard will replace all current U.S. GAAP guidance on this topic and eliminate industry-specific guidance. Leasing revenue recognition is specifically excluded from ASU 2014-09, and therefore, the new standard will only apply to sales of equipment portfolios and dispositions of used equipment. The topic was amended in August 2015 to defer the effective date to interim and annual periods beginning after December 15, 2017, with early application permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. We do not expect the adoption of ASU 2014-09 to have a material impact on its consolidated financial statements.

In April 2015, the FASB issued Accounting Standards Update No. 2015-03, *Interest-Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs (Subtopic 835-30)* ("ASU 2015-03"). This amendment intends to simplify the presentation of debt issuance costs and more closely align the presentation of debt issuance costs under U.S. GAAP with the presentation under comparable International Financial Reporting Standards. The cost of issuing debt will no longer be recorded as a separate asset, except when incurred before receipt of the funding from the associated debt liability. Debt issuance costs will be presented as a direct deduction from the carrying value of the associated debt, consistent with the existing presentation of a debt discount. Before the FASB issued this standard, debt issuance costs were capitalized as an asset (e.g., prepaid expenses and other current assets and other assets). The costs will continue to be amortized to interest expense using the effective interest method. In August 2015, the FASB issued Accounting Standards Update No. 2015-15 ("ASU 2015-15") to clarify the exclusion of line-of-credit arrangements from scope of ASU 2015-03. Debt issuance costs related to line-of-credit arrangements can be deferred and presented as an asset that is subsequently amortized over the time of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. ASU 2015-03, which is required to be applied retrospectively, is effective for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. The adoption of this amendment will result in a reclassification of debt issuance costs associated with our long-term debt from prepaid expenses and other current assets and other assets to short-term and long-term debt in our condensed consolidated balance sheets.

In November 2015, the FASB issued Accounting Standards Update No. 2015-17, *Income Taxes (Topic 704)* ("ASU 2015-17"). This amendment intends to simplify the presentation of deferred income taxes under U.S.

GAAP with the presentation under comparable International Financial Reporting Standards. The deferred income tax liabilities and assets, with any related valuation allowance, will be offset and presented as a single noncurrent amount in a classified statement of financial position. An entity shall not offset deferred tax liabilities and assets attributable to different tax-paying components of the entity or to different tax jurisdictions. ASU 2015-17, with early application permitted and may be applied either prospectively or retrospectively to all periods presented, is effective for fiscal years beginning after December 15, 2016, and interim periods within those fiscal years. The adoption of this amendment will result in a reclassification of the deferred taxes assets to be presented net against the deferred taxes liabilities in our consolidated balance sheets.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). Under this new guidance, lessor accounting is largely unchanged. Certain targeted improvements were made to align, where necessary, lessor accounting with the lessee accounting model and Topic 606, *Revenue from Contracts with Customers*. Lessees will be required to recognize the following for all leases (with the exception of short-term leases) at the commencement date: (1) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. The new lease guidance also simplified the accounting for sale and leaseback transactions primarily because lessees must recognize lease assets and lease liabilities. Lessees will no longer be provided with a source of off-balance sheet financing. The guidance is effective for interim and annual periods beginning after December 15, 2018 and early application is permitted. The Company is evaluating the potential impact of the adoption of ASU 2016-02 on its consolidated financial statements.

B. Liquidity and Capital Resources

As of December 31, 2015, we had cash and cash equivalents of $115,594. Our principal sources of liquidity have been (1) cash flows from operations, (2) the sale of containers, (3) borrowings under conduit facilities (which allow for recurring borrowings and repayments) granted to TMCL II (the "TMCL II Secured Debt Facility") and TMCL IV (the "TMCL IV Secured Debt Facility"), (4) borrowings under the revolving credit facilities extended to TL (the "TL Revolving Credit Facility" and the "TL Revolving Credit Facility II"), TW (the "TW Revolving Credit Facility"), and TAP Funding (the "TAP Funding Revolving Credit Facility), (5) proceeds from TL's term loan (the "TL Term Loan") and (6) proceeds from the issuance of 2013-1 and 2014-1 Fixed Rate Asset Backed Notes (the "2013-1 Bonds" and "2014-1 Bonds", respectively). As of December 31, 2015, we had the following outstanding borrowings and borrowing capacities under the TMCL II Secured Debt Facility, the TMCL IV Secured Debt Facility, the TL Revolving Credit Facility, the TL Revolving Credit Facility II, the TW Revolving Credit Facility, the TAP Funding Revolving Credit Facility, the TL Term Loan and the 2013-1 and 2014-1 Bonds (in thousands):

Facility:	Current Borrowing	Additional Borrowing Commitment	Total Commitment	Current Borrowing	Available Borrowing, as Limited by our Borrowing Base	Current and Available Borrowing
TMCL II Secured Debt Facility	$ 892,100	$ 307,900	$1,200,000	$ 892,100	$ 9,489	$ 901,589
TMCL IV Secured Debt Facility	177,400	122,600	300,000	177,400	1,071	178,471
TL Revolving Credit Facility	574,000	126,000	700,000	574,000	126,000	700,000
TL Revolving Credit Facility II	160,000	30,000	190,000	160,000	—	160,000
TW Revolving Credit Facility	156,020	143,980	300,000	156,020	8,941	164,961
TAP Funding Revolving Credit Facility	129,500	20,500	150,000	129,500	20,500	150,000
TL Term Loan	436,100	—	436,100	436,100	—	436,100
2013-1 Bonds(1)	233,197	—	233,197	233,197	—	233,197
2014-1 Bonds(2)	266,237	—	266,237	266,237	—	266,237
Total	$3,024,554	$ 750,980	$3,775,534	$3,024,554	$ 166,001	$3,190,555

(1) Future scheduled payments for the 2013-1 Bonds exclude an unamortized discount of $926.
(2) Future scheduled payments for the 2014-1 Bonds exclude an unamortized discount of $80.

We have typically funded a significant portion of the purchase price of new containers through borrowings under our TMCL II Secured Debt Facility, TMCL IV Secured Debt Facility, TL Revolving Credit Facility, TL Revolving Credit Facility II, TW Revolving Credit Facility, and TAP Funding Revolving Credit Facility and intend to continue to utilize these facilities in the future. In 2013 and 2014, at such time as our secured debt facilities reached an appropriate size, the facilities were refinanced through the issuance of bonds to institutional investors. We anticipate similar refinancing at such times as the TMCL II Secured Debt Facility and the TMCL IV Secured Debt Facility or any similar revolving debt facilities we establish nears their maximum size. This timing will depend on our level of future purchases of containers and the size of our debt facilities in the future.

Our cash inflows from operations are affected by the utilization rate of our fleet and the per diem rates of our leases, whereas the cash inflows from proceeds for the sale of containers are affected by market demand for used containers and our available inventory of containers for sale. Our cash outflows are affected by payments and expenses related to our purchasing of containers, interest on our debt obligations or other contingencies discussed in Note 13 "Commitments and Contingencies" to our consolidated financial statements in Item 18, *"Financial Statements"* in this Annual Report on Form 20-F, which may place demands on our short-term liquidity.

We are a holding company with no material direct operations. Our principal assets are the equity interests we directly or indirectly hold in our operating subsidiaries, which own our operating assets. As a result, we are dependent on loans, dividends and other payments from our subsidiaries to generate the funds necessary to meet our financial obligations and to pay dividends on our common shares. Our subsidiaries are legally distinct from us and may be prohibited or restricted from paying dividends or otherwise making funds available to us under certain conditions. If we are unable to obtain funds from our subsidiaries, we may be unable to, or our board may exercise its discretion not to, pay dividends on our common shares. Our board of directors takes a fresh view every quarter, taking into consideration our cash needs for opportunities that may be available to us, and sets our dividend accordingly. The TL Revolving Credit Facility, TL Revolving Credit Facility II and TL Term Loan also prohibit TL from paying dividends to TGH in excess of 70% of TL's immediately preceding four quarters of net income attributable to TL excluding unrealized losses (gains) on interest rate swaps, collars and caps, net. A substantial amount of cash used by TGH to pay dividends to its common shareholders is received from TL in the form of dividends.

Our consolidated financial statements do not reflect the income taxes that would be payable to foreign taxing jurisdictions if the earnings of a group of corporations operating in those jurisdictions were to be transferred out of such jurisdictions, because such earnings are intended to be permanently reinvested in those countries. At December 31, 2015, cumulative earnings of approximately $34,585 would be subject to income taxes of approximately $10,376 if such earnings of foreign corporations were transferred out of such jurisdictions in the form of dividends.

The disruption in the credit market in 2008 and 2009 had a significant adverse impact on a number of financial institutions. To date, our liquidity has not been impacted by the current credit environment. Assuming that our lenders remain solvent, we currently believe that cash flow from operations, proceeds from the sale of containers and borrowing availability under our debt facilities are sufficient to meet our liquidity needs, including for the payment of dividends, for the next twelve months. We will continue to monitor our liquidity and the credit markets. However, we cannot predict with any certainty the impact to the Company of any further disruptions in the credit environment.

Description of Indebtedness

TMCL II Secured Debt Facility. TMCL II has a securitization facility with a total commitment of $1,200,000 (the "TMCL II Secured Debt Facility"). Our primary ongoing container financing requirements have been funded by commitments under the TMCL II Secured Debt Facility. Of the total commitment amount,

$892,100 had been drawn and the additional amount available for borrowing, as limited by TMCL II's borrowing base, was $9,489 at December 31, 2015.

TMCL II is required to make principal payments on any payment date for the outstanding loan principal amount that exceeds the borrowing base on such payment date. The interest rate on the TMCL II Secured Debt Facility, payable monthly in arrears, is one-month London Inter Bank Offered Rate ("LIBOR") plus 1.70% during the revolving period prior to the Conversion Date (September 15, 2017). Overdue payments of principal and interest accrue interest at a rate of 2.0% above the interest rate ordinarily applicable to such amounts. There is a commitment fee of 0.45% (if the aggregate principal balance is less than 50% of the commitment amount) and 0.365% (if the aggregate principal balance is equal to or greater than 50% of the commitment amount) on the unused portion of the TMCL II Secured Debt Facility, which is payable in arrears. In addition, there is an agent's fee, which is payable monthly in arrears.

Under the TMCL II Indenture, TGH, TMCL II and TGH's wholly-owned subsidiary, Textainer Equipment Management Limited ("TEML"), must maintain certain financial covenants, including the following (i) TMCL II must maintain at least a 1.25 to 1.00 ratio of earnings (before interest expense and taxes) to interest expense; (ii) TEML may not incur more than $1,000 of consolidated funded debt; (iii) TEML must make at least $2,000 in after-tax profits annually; (iv) Textainer Equipment Management (U.S.) Limited ("TEML US"), a wholly-owned subsidiary of TEML, may not incur more than $1,000 of consolidated funded debt; (v) TEML US must make at least $200 in after-tax profits annually; and (vi) TGH must maintain a ratio of consolidated funded debt to consolidated tangible net worth that is no greater than 4.00 to 1.00. We were in compliance with these requirements at December 31, 2015.

The TMCL II Secured Debt Facility is governed by the Indenture and secured by a pledge of, among other things, TMCL II's containers, certain contracts related to TMCL II's containers and the securitization facility, certain bank accounts, proceeds from the operation of TMCL II's containers, and all other assets of TMCL II to the extent that they relate to the containers. Under the terms of the TMCL II Secured Debt Facility, the total outstanding principal may not exceed an amount that is calculated by a formula based on TMCL II's book value of equipment, restricted cash and direct financing and sales-type leases. The total obligations under the TMCL II Secured Debt Facility are secured by a pledge of TMCL II's total assets, which amounted to $1,179,678 at December 31, 2015. The Secured Debt Facility also contains restrictive covenants regarding the average age of TMCL II's container fleet, ability to incur other obligations and to distribute earnings, and overall asset base minimums, with which TMCL II and TEML were in compliance at December 31, 2015.

We have made certain representations and warranties and are subject to certain reporting requirements and other covenants in connection with the Indenture and the TMCL II Secured Debt Facility. In addition, we are required to reaffirm certain representations and warranties as a condition to borrowing. If we are not able to do so, the committed borrowing amounts may not be available. These covenants restrict, among other things, TMCL II's ability to transfer the collateral, permit liens on collateral, engage in activities within the U.S., incur indebtedness, make loans or guarantees, consummate mergers, sell assets, enter into or amend certain contracts, create subsidiaries and make investments. We were in compliance with all such covenants at December 31, 2015.

Events of default under the TMCL II Indenture include, among others:

- a default in required payment;
- failure to perform or observe covenants set forth in the loan documentation within a specified period of time;
- any representation or warranty proving to have been incorrect when made and the continuance for a specific period of time;
- insolvency defaults;
- manager default shall have occurred and shall have not been remedied, waived or cured;

- invalidity of the lien on collateral;
- the funded notes exceeding the asset base over a specific period;
- payment on the notes by the insurer thereof;
- TMCL II becoming obligated to register as an investment company under the Investment Company Act; and
- the occurrence of certain Employee Retirement Income Security Act ("ERISA") events.
- TL or its affiliates shall fail to own all of the authorized and issued shares of TMCL II.

TMCL IV Secured Debt Facility. TMCL IV has a securitization facility pursuant to which it has issued Floating Rate Asset Backed Notes 2013-1 ("2013-1 Notes") with a total commitment of up to $300,000 (the "TMCL IV Secured Debt Facility"). TMCL IV's ongoing container financing requirements have been funded by commitments under the TMCL IV Secured Debt Facility. Of the total commitment amount, $177,400 had been drawn and the additional amount available for borrowing, as limited by TMCL IV's borrowing base, was $1,071 at December 31, 2015. TMCL IV is required to make principal payments on any payment date for the outstanding loan principal amount that exceeds the borrowing base on such payment date. The interest rate on the TMCL IV Secured Debt Facility , payable monthly in arrears, is one-month LIBOR plus 1.95% during the revolving period prior to the Conversion Date (February 2, 2018). Overdue payments of principal and interest accrue interest at a rate of 2.0% above the interest rate ordinarily applicable to such amounts. There is a commitment fee, which is payable monthly in arrears, of 0.485% on the unused portion of the TMCL IV Secured Debt Facility if total borrowings under the TMCL IV Secured Credit Facility is less than 50% of the total commitment; otherwise, the commitment fee is 0.40%.

Prior to the Conversion Date, each of the 2013-1 Notes is a revolving note with a maximum principal amount equal to the amount of that 2013-1 Note. As a result, the amount funded under such 2013-1 Notes may be less than the face amount of that 2013-1 Note. TMCL IV may request funding under the 2013-1 Notes from time to time prior to the Conversion Date. Each of the 2013-1 Notes provides for payments of interest only during the period from its inception until its Conversion date, with a provision that if not renewed the 2013-1 Notes will be payable in full on the final payment date, two years after the Conversion Date.

Under the TMCL IV Indenture, TGH, TMCL IV, TEML and TEMUS must maintain certain financial covenants, including the following (i) TMCL IV must maintain at least a 1.25 to 1.00 ratio of earnings (before interest expense and taxes) to interest expense; (ii) TMCL IV and TGH must maintain at least a 0.90: 1.00 container disposition ratio; (iii) TEML may not incur more than $1,000 of consolidated funded debt; (iv) TEML must make at least $2,000 in after-tax profits annually; (v) TEML US may not incur more than $1,000 of consolidated funded debt (vi); TEML US must make at least $200 in after-tax profits annually; and (vii) TGH must maintain a ratio of consolidated funded debt to consolidated tangible net worth that is no greater than 4.00 to 1.00. We were in compliance with these requirements at December 31, 2015.

The TMCL IV Secured Debt Facility is governed by the Indenture and secured by a pledge of, among other things, TMCL IV's containers, certain contracts related to TMCL IV's containers and the securitization facility, certain bank accounts, proceeds from the operation of TMCL IV's containers, and all other assets of TMCL IV to the extent that they relate to the containers. Under the terms of the TMCL IV Secured Debt Facility, the total outstanding principal may not exceed an amount that is calculated by a formula based on TMCL IV's book value of equipment, excess funding amount, restricted cash and direct financing and sales-type leases. The total obligations under the TMCL IV Secured Debt Facility are secured by a pledge of TMCL IV's total assets, which amounted to $280,569 at December 31, 2015. The TMCL IV Secured Debt Facility also contains restrictive covenants regarding the ability to incur other obligations and to distribute earnings, and overall asset base minimums, with which TMCL IV and TEML were in compliance at December 31, 2015.

We have made certain representations and warranties and are subject to certain reporting requirements and other covenants in connection with the Indenture and the TMCL IV Secured Debt Facility. In addition, we are required to reaffirm certain representations and warranties as a condition to borrowing. If we are not able to do so, the committed borrowing amounts may not be available. These covenants restrict, among other things, TMCL IV's ability to transfer the collateral, permit liens on collateral, engage in activities within the U.S., incur indebtedness, make loans or guarantees, consummate mergers, sell assets, enter into or amend certain contracts, create subsidiaries and make investments. We were in compliance with all such covenants at December 31, 2015.

Events of default under the 2013-1 Notes include, among others:

- a default in required payment;
- failure to perform or observe covenants set forth in the loan documentation within a specified period of time;
- any representation or warranty proving to have been incorrect when made and the continuance for a specific period of time;
- insolvency defaults;
- manager default shall have occurred and shall have not been remedied, waived or cured and no replacement manager shall have been appointed and assumed the management of all Terminated Managed Containers per the Management Agreement within a specific period;
- invalidity of the lien on collateral;
- the funded notes exceeding the asset base over a specific period;
- TMCL IV becoming obligated to register as an investment company under the Investment Company Act; and
- the occurrence of certain ERISA events.

TL Revolving Credit Facility. TL has a credit agreement with Bank of America, N.A. and other lenders to provide it with a revolving credit facility (the "TL Credit Agreement") with a total commitment amount of up to $700,000 (which includes a $50,000 letter of credit facility, together, the "TL Revolving Credit Facility"). The TL Revolving Credit Facility provides for payments of interest only during its term, beginning on its inception date through the Maturity Date. The interest rate on the TL Revolving Credit Facility, payable monthly in arrears, is U.S. prime rate or LIBOR plus a spread between 0.75% and 1.75% during the revolving period prior to the Maturity Date (June 19, 2020). There is a commitment fee of 0.175% to 0.275% on the unused portion of the TL Revolving Credit Facility, which is payable in arrears. The spread and the commitment fee vary based on the leverage of TGH. In addition, there is an agent's fee, which is payable annually in advance. As of December 31, 2015, $574,000 was outstanding under the TL Revolving Credit Facility.

Under the terms of the TL Revolving Credit Facility, the total outstanding principal amount available to be drawn thereunder is calculated pursuant to a formula based on the net book value of our containers and our outstanding debt with respect thereto. The TL Revolving Credit Facility provided an additional amount available, as limited by the Company's borrowing base, in the amount of $126,000 at December 31, 2015.

The TL Revolving Credit Facility contains restrictive covenants, including limitations on certain liens, indebtedness and investments. In addition, the TL Credit Facility contains certain restrictive financial covenants on TL and TGH. The TL Revolving Credit Facility's covenants require (1) TGH and TL each to maintain a consolidated leverage ratio of 4.00 to 1.00 or less; (2) TGH to maintain a minimum consolidated interest coverage ratio of 1.50 to 1.00; and (3) TL to maintain a minimum consolidated interest coverage ratio of 2.00 to 1.00. We were in compliance with all such covenants at December 31, 2015.

Although no repayment of the principal amount of outstanding borrowings is required until June 19, 2020, we may make optional prepayments prior to this date. Mandatory prepayments are required prior to the Maturity Date if the amount of outstanding loans and letters of credit exceeds the amount of the borrowing base. Any such prepayment will be in the amount required to reduce the amount of outstanding loans to the amount of the borrowing base.

The TL Revolving Credit Facility is secured by certain container-related assets of TL. TGH acts as a guarantor of the TL Revolving Credit Facility. The guaranty is secured by ordinary shares of TL, cash, assets readily convertible into cash and amounts due to us from our subsidiaries.

We have made certain representations and warranties in the TL Credit Agreement and are subject to certain reporting requirements and financial performance and other covenants. We are required to reaffirm certain representations and warranties as a condition to borrowing. If we are not able to do so, the committed borrowing amounts may not be available. The TL Credit Agreement restricts, among other things, our ability to consummate mergers, sell and acquire assets, make certain types of payments relating to our share capital, including dividends, incur indebtedness, permit liens on assets, make investments, enter into or amend certain contracts, enter into certain transactions with affiliates or negative pledge with respect to shares of TMCL II, TMCL III, TMCL IV, TAP Funding, TW and other receivable subsidiaries.

Events of default under the TL Credit Agreement include, among others:

- a default in required payment;
- failure to perform or observe covenants set forth in the loan documentation within a specified period of time;
- any representation or warranty proving to have been incorrect when made or deemed made;
- a default in required payment by TL or TGH on certain indebtedness or guarantee in excess of $15,000;
- bankruptcy or insolvency defaults of TL or TGH or any subsidiary;
- inability to pay debts by TL or TGH or any subsidiary;
- unsatisfied judgments against us that could result in a material adverse change or that equal at least $15,000 to the extent not subject to a policy of insurance;
- the occurrence of certain ERISA events;
- actual or asserted invalidity or impairment of any loan documentation;
- change of control of TGH, TL, TMCL II, TMCL III, TMCL IV and TEML.

TL Revolving Credit Facility II. TL has a credit agreement with ABN AMRO Capital USA LLC and other lenders to provide it with a revolving credit facility (the "TL Credit Agreement II") with a total commitment amount of up to $190,000 (the "TL Revolving Credit Facility II"). The TL Revolving Credit Facility II provides for payments of interest only during its term, beginning on its inception date through July 23, 2020, the Maturity Date. The interest rate on the TL Revolving Credit Facility II was based on either the base rate or LIBOR plus a spread between 0.8% and 1.65%, which varies based on TGH's leverage. There is a commitment fee of 0.20% to 0.3% on the unused portion of the TL Revolving Credit Facility II, which varies based on the leverage of TGH and is payable quarterly in arrears. In addition, there is an agent's fee on the commitment amount, which is payable annually in advance. As of December 31, 2015, $160,000 was outstanding under the TL Revolving Credit Facility II.

Under the terms of the TL Revolving Credit Facility II, the total outstanding principal amount available to be drawn thereunder is calculated pursuant to a formula based on the net book value of our containers and our outstanding debt with respect thereto. Any outstanding letter of credit not cash collateralized will reduce the

amount available in the form of cash borrowings under the TL Revolving Credit Facility. The TL Revolving Credit Facility II provided an additional amount available, as limited by the Company's borrowing base, in the amount of $0 at December 31, 2015.

The TL Revolving Credit Facility II contains restrictive covenants, including limitations on certain liens, indebtedness and investments. In addition, the TL Credit Facility II contains certain restrictive financial covenants on TL and TGH. The TL Revolving Credit Facility II's covenants require (1) TGH and TL each to maintain a consolidated leverage ratio of 4.00 to 1.00 or less; (2) TGH to maintain a minimum consolidated interest coverage ratio of 1.50 to 1.00; and (3) TL to maintain a minimum consolidated interest coverage ratio of 2.00 to 1.00. We were in compliance with all such covenants at December 31, 2015.

Although no repayment of the principal amount of outstanding borrowings is required until July 23, 2020, we may make optional prepayments prior to this date. Mandatory prepayments are required prior to the Maturity Date if the amount of outstanding loans and letters of credit exceeds the amount of the borrowing base. Any such prepayment will be in the amount required to reduce the amount of outstanding loans and letters of credit to the amount of the borrowing base.

The TL Revolving Credit Facility II is secured by certain container-related assets of TL. TGH acts as a guarantor of the TL Revolving Credit Facility. The guaranty is secured by ordinary shares of TL, cash, assets readily convertible into cash and amounts due to us from our subsidiaries.

We have made certain representations and warranties in the TL Credit Agreement II and are subject to certain reporting requirements and financial performance and other covenants. We are required to reaffirm certain representations and warranties as a condition to borrowing. If we are not able to do so, the committed borrowing amounts may not be available. The TL Credit Agreement II restricts, among other things, our ability to consummate mergers, sell and acquire assets, make certain types of payments relating to our share capital, including dividends, incur indebtedness, permit liens on assets, make investments, enter into or amend certain contracts, enter into certain transactions with affiliates or negative pledge with respect to shares of TMCL II, TMCL III, TMCL IV, TAP Funding, TW and other receivable subsidiaries.

Events of default under the TL Credit Agreement II include, among others a default in required payment;

- failure to perform or observe covenants set forth in the loan documentation within a specified period of time;
- any representation or warranty proving to have been incorrect when made or deemed made;
- a default in required payment by TL or TGH on certain indebtedness or guarantee in excess of $15,000;
- bankruptcy or insolvency defaults of TL or TGH or any subsidiary;
- inability to pay debts by TL or TGH or any subsidiary;
- unsatisfied judgments against us that could result in a material adverse change or that equal at least $15,000 to the extent not subject to a policy of insurance;
- the occurrence of certain ERISA events;
- actual or asserted invalidity or impairment of any loan documentation;
- change of control of TGH, TL, TMCL II, TMCL III, TMCL IV and TEML.

TW Revolving Credit Facility. Our 25% owned joint venture, TW, has a credit agreement ("TW Credit Agreement") with Wells Fargo Bank, N.A. ("WFB"), a wholly-owned subsidiary of Wells Fargo & Company, with a total commitment amount of up to $300,000 (the "TW Revolving Credit Facility"). TW's primary ongoing container financing requirements are funded by commitments under the TW Revolving Credit Facility. The

interest rate on the TW Revolving Credit Facility, payable monthly in arrears, is one-month LIBOR plus 2.0% through September 18, 2016. There is a commitment fee of 0.50% on the unused portion of the TW Revolving Credit Facility, which is payable monthly in arrears. In addition, there is an agent's fee of 0.025% on the aggregate commitment amount of the TW Revolving Credit Facility, which is payable monthly in arrears. TW is required to make principal payments on a monthly basis for the outstanding loan principal amount that exceeds the borrowing base on such payment date. The aggregate loan principal balance is due on the maturity date, September 18, 2026. As of December 31, 2015, $156,020 was outstanding under the TWCL Revolving Credit Facility.

The TW Revolving Credit Facility is secured by TW's containers and under the terms of the TW Revolving Credit Facility, the total outstanding principal may not exceed the lesser of the commitment amount and the borrowing base, a formula based on TW's net book value of containers and restricted cash and direct financing leases. The additional amount available for borrowing under the TW Revolving Credit Facility, as limited by TW's borrowing base, was $8,941 at December 31, 2015.

The TW Revolving Credit Facility is secured by a pledge of TW's assets. TW's total assets amounted to $194,772 as of December 31, 2015. The TW Revolving Credit Facility contains restrictive covenants, including limitations on TW's finance lease default ratio, debt service coverage ratio, certain liens, indebtedness and investments. In addition, the TW Revolving Credit Facility contains certain restrictive financial covenants on TGH's leverage, debt service coverage, TEML's net income and debt levels, and TW's overall Asset Base minimums. We were in compliance with all such covenants at December 31, 2015.

We have made certain representations and warranties in the TW Credit Agreement and are subject to certain reporting requirements and financial performance and other covenants. We are required to reaffirm certain representations and warranties as a condition to borrowing. If we are not able to do so, the committed borrowing amounts may not be available.

Events of default under the TW Credit Agreement include, among others:

- a default in required payment;
- the aggregate loan principal balance exceeding the asset base beyond cure period;
- failure to perform or observe covenants set forth in the loan documentation within a specified period of time;
- any representation or warranty proving to have been incorrect when made and the continuance for a specific period of time;
- manager default shall have occurred and shall have not been remedied, waived or cured;
- an assignment for the benefit of creditors or inability to pay debts;
- bankruptcy or insolvency defaults;
- unsatisfied judgments against us that equal at least $1,000 to the extent not subject to a policy of insurance;
- any of the loan documents shall be cancelled, terminated, revoked or rescinded or if the liens on the collateral shall cease to be perfected or to have the priority contemplated by the security documents without prior agreement of the lenders;
- TW becoming obligated to register as an investment company under the Investment Company Act; and
- the occurrence of certain ERISA events.

TAP Funding Revolving Credit Facility. Our 50.1% owned joint venture, TAP Funding, has a credit agreement (the "TAP Funding Credit Agreement") with a group of banks that provides for a revolving credit

facility with an aggregate commitment amount of up to $150,000 (the "TAP Funding Revolving Credit Facility"). The interest rate on the TAP Funding Revolving Credit Facility, payable monthly in arrears, is one-month LIBOR plus 1.75% through its Maturity Date, December 23, 2018. There is a commitment fee of 0.55% (if aggregate loan principal balance is less than 70% of the commitment amount) and 0.365% (if aggregate loan principal balance is equal to or greater than 70% of the commitment amount) on the unused portion of the TAP Funding Revolving Credit Facility, which is payable monthly in arrears. TAP Funding is required to make principal payments on a monthly basis to the extent that the outstanding amount due exceeded TAP Funding's borrowing base. The revolving credit period ends on December 23, 2018 and the aggregate loan principal balance is due on the Maturity Date. Total outstanding principal under the TAP Funding Revolving Credit Facility was $129,500 at December 31, 2015.

The TAP Funding Revolving Credit Facility is secured by TAP Funding's containers and under the terms of the TAP Funding Revolving Credit Facility, the total outstanding principal may not exceed the lesser of the commitment amount or the borrowing base, a formula based on TAP Funding's net book value of containers and direct financing and sales-type leases. The additional amount available for borrowing under the TAP Funding Revolving Credit Facility, as limited by TAP Funding's borrowing base, was $20,500 at December 31, 2015.

The TAP Funding Revolving Credit Facility is secured by a pledge of TAP Funding's assets. TAP Funding's total assets amounted to $203,552 as of December 31, 2015. The TAP Funding Revolving Credit Facility also contains restrictive covenants, including limitations on TEML's net income and debt levels, TAP Funding's certain liens, indebtedness, investments, overall Asset Base minimums, certain earnings ratio, tangible net worth and the average age of TAP Funding's container fleet, in which TAP Funding was in full compliance at December 31, 2015.

We have made certain representations and warranties in the TAP Funding Credit Agreement and are subject to certain reporting requirements and financial performance and other covenants. We are required to reaffirm certain representations and warranties as a condition to borrowing. If we are not able to do so, the committed borrowing amounts may not be available.

Events of default under the TAP Funding Credit Agreement include, among others:

- a default in required payment;
- the aggregate loan principal balance exceeding the asset base beyond cure period;
- failure to perform or observe covenants set forth in the loan documentation within a specified period of time;
- any representation or warranty proving to have been incorrect when made and the continuance for a specific period of time;
- manager default shall have occurred and shall have not been remedied, waived or cured;
- an assignment for the benefit of creditors or inability to pay debts;
- bankruptcy or insolvency defaults;
- unsatisfied judgments against us that equal at least $1,000 to the extent not subject to a policy of insurance;
- any of the loan documents shall be cancelled, terminated, revoked or rescinded or if the liens on the collateral shall cease to be perfected or to have the priority contemplated by the security documents without prior agreement of the lenders; TAP Funding becoming obligated to register as an investment company under the Investment Company Act;
- the occurrence of certain ERISA events; and
- a change of control occurs.

TL Term Loan. TL has a five-year term loan (the "TL Term Loan") with a group of financial institutions that represents a partially-amortizing term loan with the remaining principal due in full on April 30, 2019. The TL Term Loan was entered into on April 30, 2014 and proceeds from the TL Term Loan, our secured debt facilities and available cash were used to repay all of the outstanding principal balance of TMCL's bonds. TMCL then transferred all of its containers, net, net investment in direct financing and sales-type leases and remaining net assets, to TL, TMCL II and TMCL IV.

Interest on the outstanding amount due under the TL Term Loan is based on the U.S. prime rate or LIBOR plus a spread between 1.0% and 2.0% which is based upon TGH's leverage. Under the terms of the TL Term Loan, scheduled principal repayments are payable in twenty quarterly installments, consisting of nineteen quarterly installments, commencing on September 30, 2014, each in an amount equal to 1.58% of the initial principal balance and one final installment payable on the maturity date. Interest payments are payable in arrears on the last day of each interest period, not to exceed three months.

The TL Term Loan is secured by a segregated pool of the our containers and under the terms of the TL Term Loan, the total outstanding principal may not exceed the lesser of the outstanding debt and a formula based on the TGH's net book value of containers.

TGH acts as an unconditional guarantor of the TL Term Loan. In addition, there is an agent's fee which is payable annually in advance. The TL Term Loan contains restrictive covenants, including limitations on certain liens, indebtedness and investments. In addition, the TL Term Loan contains restrictive financial covenants on TGH's leverage and interest coverage and on TL's leverage and interest coverage. We were in compliance with all such covenants at December 31, 2015.

Events of default under the TL Term Loan include, among others:

- a default in required payment;
- failure to perform or observe covenants set forth in the loan documentation within a specified period of time;
- any representation or warranty proving to have been incorrect when made or deemed made;
- a default in required payment by TL or TGH on certain indebtedness or guarantee in excess of $15,000;
- bankruptcy or insolvency defaults of TL or TGH or any subsidiary;
- inability to pay debts by TL or TGH or any subsidiary;
- unsatisfied judgments against us that could result in a material adverse change or that equal at least $15,000 to the extent not subject to a policy of insurance;
- the occurrence of certain ERISA events;
- actual or asserted invalidity or impairment of any loan documentation;
- change of control of TGH, TL, TMCL II, TMCL III, TMCL IV and TEML.

2013-1 Bonds. TMCL III has issued $300,900 aggregate principal amount at 99.5% of par value of Series 2013-1 Fixed Rate Asset Backed Notes (the "2013-1 Bonds") pursuant to its Series 2013-1 Supplement, dated as of September 25, 2013, to its Indenture, dated as of September 25, 2013 (as amended as of October 30, 3014) (the "TMCL III Indenture"). The 2013-1 Bonds are term notes and were purchased by various institutional investors.

Payments of principal and interest on the 2013-1 Bonds are due monthly. The 2013-1 Bonds fully amortize on a straight-line basis over a payment term that is scheduled to equal 10 years (with a final target payment date of September 20, 2023), but shall not exceed a maximum payment term of 25 years (with a legal final payment

date of September 20, 2038). Under a 10-year amortization schedule, $30,090 in 2013-1 Bond principal will amortize per year. TMCL III was not permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2013-1 Bonds prior to September 20, 2015. The interest rate applicable to the 2013-1 Bonds is fixed at 3.90% per annum. Overdue payments of principal and interest on the 2013-1 Bonds accrue interest at a rate of 2.0% above the interest rate ordinarily applicable to such amounts.

Under the TMCL III Indenture and Series 2013-1 Supplement, TGH, TMCL III, TEML and TEML US must maintain certain financial covenants, including the following (i) TMCL III must maintain at least a 1.10 to 1.00 ratio of earnings (before interest expense and taxes) to interest expense; (ii) TEML may not incur more than $1,000 of consolidated funded debt; (iii) TEML must make at least $2,000 in after-tax profits annually; (iv) TEML US may not incur more than $1,000 of consolidated funded debt; (v) TEML US must make at least $200 in after-tax profits annually; and (vi) TGH must maintain a ratio of consolidated funded debt to consolidated tangible net worth that is no greater than 4.00 to 1.00. We were in compliance with these requirements at December 31, 2015.

The 2013-1 Bonds are all governed by the TMCL III Indenture and are secured by a pledge of, among other things, TMCL III's containers, certain contracts related to TMCL III's containers and the securitization facility, certain bank accounts, proceeds from the operation of TMCL III's containers, and all other assets of TMCL III to the extent that they relate to the containers. Under the terms of the 2013-1 Bonds, the total outstanding principal may not exceed an amount that is calculated by a formula based on TMCL III's book value of equipment, excess funding amount, restricted cash and direct financing and sales-type leases. The 2013-1 Bonds also contain restrictive covenants regarding the average age of TMCL III's container fleet, ability to incur other obligations and to distribute earnings, and overall asset base minimums, with which TMCL III and TEML were in compliance at December 31, 2015.

2014-1 Bonds. TMCL III has issued $301,400 aggregate principal amount at 99.9% of par value of Series 2014-1 Fixed Rate Asset Backed Notes (the "2014-1 Bonds") pursuant to its Series 2014-1 Supplement, dated as of October 30, 2014, to the TMCL III Indenture. The 2014-1 Bonds are term notes and were purchased by various institutional investors.

Payments of principal and interest on the 2014-1 Bonds are due monthly. The 2014-1 Bonds fully amortize on a straight-line basis over a payment term that is scheduled to equal 10 years (with a final target payment date of October 20, 2024), but shall not exceed a maximum payment term of 25 years (with a legal final payment date of October 20, 2039). Under a 10-year amortization schedule, $30,140 in 2014-1 Bond principal will amortize per year. TMCL III will not be permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2014-1 Bonds prior to the payment date occurring on November 30, 2016. The interest rate applicable to the 2014-1 Bonds is fixed at 3.27% per annum. Overdue payments of principal and interest on the 2014-1 Bonds accrue interest at a rate of 2.0% above the interest rate ordinarily applicable to such amounts.

Under the TMCL III Indenture and Series 2014-1 Supplement, TGH, TMCL III, TEML and TEML US must maintain certain financial covenants, including the following (i) TMCL III must maintain at least a 1.10 to 1.00 ratio of earnings (before interest expense and taxes) to interest expense; (ii) TEML may not incur more than $1,000 of consolidated funded debt; (iii) TEML must make at least $2,000 in after-tax profits annually; (iv) TEML US may not incur more than $1,000 of consolidated funded debt; (v) TEML US must make at least $200 in after-tax profits annually; and (vi) TGH must maintain a ratio of consolidated funded debt to consolidated tangible net worth that is no greater than 4.00 to 1.00. We were in compliance with these requirements at December 31, 2015.

The 2013-1 and 2014-1 Bonds are all governed by the TMCL III Indenture and are secured by a pledge of, among other things, TMCL III's containers, certain contracts related to TMCL III's containers and the securitization facility, certain bank accounts, proceeds from the operation of TMCL III's containers, and all other assets of TMCL III to the extent that they relate to the containers. Under the terms of the 2013-1 Bonds and the

2014-1 Bonds, the total outstanding principal may not exceed an amount that is calculated by a formula based on TMCL III's book value of equipment, excess funding amount, restricted cash and direct financing and sales-type leases. The 2013-1 Bonds and 2014-1 Bonds also contain restrictive covenants regarding the average age of TMCL III's container fleet, ability to incur other obligations and to distribute earnings, and overall asset base minimums, with which TMCL III and TEML were in compliance at December 31, 2015.

We have made certain representations and warranties and are subject to certain reporting requirements and other covenants in connection with the TMCL III Indenture and the 2013-1 Bonds and the 2014-1 Bonds. In addition, we are required to reaffirm certain representations and warranties as a condition to borrowing. If we are not able to do so, the committed borrowing amounts may not be available. These covenants restrict, among other things, TMCL III's ability to transfer the collateral, permit liens on collateral, engage in activities within the U.S., incur indebtedness, make loans or guarantees, consummate mergers, sell assets, enter into or amend certain contracts, create subsidiaries and make investments. We were in compliance with all such covenants at December 31, 2015.

Events of default under the 2013-1 Bonds and the 2014-1 Bonds include, among others:

- a default in required payment;
- failure to perform or observe covenants set forth in the loan documentation within a specified period of time;
- any representation or warranty proving to have been incorrect when made and the continuance for a specific period of time;
- insolvency defaults;
- manager default shall have occurred and shall have not been remedied, waived or cured and no replacement manager shall have been appointed and assumed the management of all Terminated Managed Containers per the Management Agreement within a specified period;
- invalidity of the lien on collateral;
- the funded notes exceeding the asset base over a specific period;
- payment on the notes by the insurer thereof;
- certain defaults under other documents related to each of the notes;
- the funded notes exceeding the asset base;
- payment on the notes by the insurer thereof;
- TMCL III becoming obligated to register as an investment company under the Investment Company Act; and
- the occurrence of certain ERISA events.

Cash Flow

The following table summarizes historical cash flow information for the years ended December 31, 2015, 2014 and 2013:

	December 31,			% Change Between	
	2015	2014	2013	2015 and 2014	2014 and 2013
	(Dollars in thousands)				
Net income	$ 112,463	$ 195,054	$ 189,374	(42.3%)	3.0%
Adjustments to reconcile net income to net cash provided by operating activities	257,417	167,753	127,255	53.5%	31.8%
Net cash provided by operating activites	369,880	362,807	316,629	1.9%	14.6%
Net cash used in investing activities	(303,549)	(599,097)	(584,480)	(49.3%)	2.5%
Net cash (used in) provided by financing activities	(57,564)	223,246	287,992	(125.8%)	(22.5%)
Effect of exchange rate changes	(240)	(112)	(45)	114.3%	148.9%
Net increase (decrease) in cash and cash equivalents	8,527	(13,156)	20,096	(164.8%)	(165.5%)
Cash and cash equivalents at beginning of year	107,067	120,223	100,127	(10.9%)	20.1%
Cash and cash equivalents at end of year	$ 115,594	$ 107,067	$ 120,223	8.0%	(10.9%)

Operating Activities

Net cash provided by operating activities increased $7,073 (1.9%) from 2014 to 2015. The following table summarizes the variances included within this increase:

Decrease in gains on sale of containers, net	$10,015(1)
Increase in long-term income tax payable in 2015 compared to a decrease in 2014	9,336(2)
Decrease in net income adjusted for noncash items	(5,871)(3)
Smaller decrease in trading containers in 2015 compared to 2014	(4,494)(4)
Increase in accounts receivable in 2015 compared to a decrease in 2014	(2,107)(5)
Other, net	194
	$ 7,073

(1) The decrease in gains on sale of containers, net was due to a decrease in average sales proceeds of $101 per unit, a decrease in average net gains on sales-type leases of $587 per unit and a 43.3% decrease in the number of containers placed on sales-type leases, partially offset by a 14.2% increase in the number of containers sold.

(2) The increase in long-term income tax payable in 2015 compared to a decrease in 2014 was primarily due to a higher in the effective tax rate excluding the re-measurement of unrecognized tax benefits and released positions in 2015 compared to 2014, partially offset by a lower decrease in the level of income before tax and noncontrolling interests in 2015 compared to 2014.

(3) The decrease in net income adjusted for noncash items such as depreciation expense, container impairment, discrete tax benefits for the re-measurement of unrecognized tax benefits and unrealized gains on interest rate swaps, collars and caps, net was primarily due to a 4.8% decrease in average per diem rental rates, partially offset by a 0.5 percentage point increase in utilization for our owned fleet and a 6.6% increase in our owned fleet size due to the purchase of new and used containers.

(4) The smaller decrease in trading containers in 2015 compared to 2014 was due to a change in the number of trading containers that were held for sale.

(5) The increase in accounts receivable, net in 2015 compared to the decrease in 2014 was due to a larger fleet size in 2015 and the timing of when collections on accounts receivable were received.

Net cash provided by operating activities increased $46,178 (14.6%) from 2013 to 2014. The following table summarizes the variances included within this increase:

Increase in net income adjusted for noncash items	$18,996(1)
Decrease in gains on sale of containers, net	13,871(2)
Decrease in trading containers, net in 2014 compared to an increase in 2013	12,049(3)
Other, net	1,262
	$46,178

(1) The increase in net income adjusted for noncash items such as depreciation expense, container impairment, discrete tax benefits for the re-measurement of unrecognized tax benefits and unrealized gains on interest rate swaps, collars and caps, net was primarily due to a 13.4% increase in our owned fleet size due to the purchase of new and used containers and a 1.3 percentage point increase in utilization for our owned fleet, partially offset by a 7.1% decrease in average per diem rental rates.

(2) The decrease in gains on sale of containers, net was due to a decrease in average sales proceeds of $203 per unit and a 76.7% decrease in the number of containers placed on sales-type leases, partially offset by a 13.8% increase in the number of containers sold and an increase in average net gains on sales-type leases of $276 per unit.

(3) The decrease in trading containers, net in 2014 compared to an increase in 2013 was due to a change in the number of trading containers that were held for sale.

Investing Activities

Net cash used in investing activities decreased $295,548 (-49.3%) from 2014 to 2015 due to a lower amount of container purchases and lower proceeds from the sale of containers and fixed assets, partially offset by a higher receipt of payments on direct financing and sales-type leases, net of income earned.

Net cash used in investing activities increased $14,617 (2.5%) from 2013 to 2014 due to a higher amount of container purchases, partially offset by a higher receipt of payments on direct financing and sales-type leases, net of income earned and higher proceeds from the sale of containers and fixed assets.

Financing Activities

Net cash (used in) provided by financing activities changed from net cash provided by financing activities of $223,246 in 2014 to net cash used in financing activities of $57,564 in 2015. The following table summarizes the variances included within this change:

Proceeds from term loan in 2014	$(500,000)
Proceeds from bonds payable in 2014	(301,298)
Decrease in net proceeds from secured debt facilities	(156,100)
Increase in principal payments on term loan	(15,300)
Decrease in net proceeds from revolving credit facilities	(9,584)
Purchases of treasury shares in 2015	(9,149)
Decrease in capital contributions from noncontrolling interest	(4,608)
Change in net tax benefit from share-based compensation awards	(3,457)
Dividends paid to noncontrolling interests in 2015	(2,995)
Decrease in proceeds received from the issuance of common shares upon the exercise of share options	(2,195)
Decrease in principal payments on bonds payable	681,175
Higher in restricted cash	23,543
Decrease in dividends paid to Textainer Group Holdings Limited shareholders	12,569
Decrease in debt issuance costs paid	6,588
	$(280,811)

Net cash provided by financing activities decreased $64,746 (-22.5%) from 2013 to 2014. The following table summarizes the variances included within this increase:

Increase in principal payments on bonds payable	$(602,383)
Decrease in net proceeds from revolving credit facilities	(226,251)
Principal payments on term loan	(24,300)
Increase in dividends paid	(2,449)
Decrease in proceeds received from the issuance of common shares upon the exercise of share options	(1,120)
Decrease in excess tax benefit from share-based compensation awards	(320)
Proceeds from term loan	500,000
Increase in net proceeds from secured debt facilities	273,900
Decrease in restricted cash during 2014 compared to an increase in restricted cash during 2013	11,065
Increase in capital contributions from noncontrolling interest	3,981
Increase in proceeds from bonds payable	1,939
Decrease in debt issuance costs paid	1,192
	$ (64,746)

C. Research and Development, Patents and Licenses, etc.

We do not carry out research and development activities and our business and profitability are not materially dependent upon any patents or licenses. We have registered "TEXTAINER," "TEX" and "tex" (logo) in the U.S. Patent and Trademark Office and in the patent and trademark agencies of thirteen countries as trademarks.

D. Trend Information

Please see Item 5, "*Operating and Financial Review and Prospects — Tabular Disclosure of Contractual Obligations*" for a description of identifiable trends, demands, commitments, events or uncertainties that will result in, or that are reasonably likely to result in, our liquidity either increasing or decreasing at present or in the foreseeable future. We will require sufficient capital in the future to meet our payments and other obligations under our contractual obligations and commercial commitments. The need to make such payments is a "Trend" as it is unlikely that all such obligations will be eliminated from our future business activities. We intend to utilize cash on hand in order to meet our obligations under our contractual obligations and commercial commitments. It is likely that we will generate sufficient operating cash flow to meet these ongoing obligations in the foreseeable future. From time to time, we may issue additional debt in order to raise capital for future requirements.

E. Off-Balance Sheet Arrangements

At December 31, 2015, we had no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, change in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

F. Tabular Disclosure of Contractual Obligations

The following table sets forth our contractual obligations and commercial commitments by due date as of December 31, 2015:

	Payments Due by Period						
	Total	1 year	1-2 years	2-3 years	3-4 years	4-5 years	>5 years
	(Dollars in thousands) (Unaudited)						
Total debt obligations:							
TMCL II Secured Debt Facility	$ 892,100	$ —	$ 22,303	$ 89,210	$ 89,210	$ 89,210	$ 602,167
TMCL IV Secured Debt Facility	177,400	—	—	177,400	—	—	—
TL Revolving Credit Facility	574,000	—	—	—	—	574,000	—
TL Revolving Credit Facility II	160,000	—	—	—	—	160,000	—
TW Revolving Credit Facility	156,020	—	—	—	—	—	156,020
TAP Funding Revolving Credit Facility	129,500	—	—	129,500	—	—	—
TL Term Loan	436,100	31,600	31,600	31,600	341,300	—	—
2013-1 Bonds	233,197	30,090	30,090	30,090	30,090	30,090	82,747
2014-1 Bonds	266,237	30,140	30,140	30,140	30,140	30,140	115,537
Interest obligation(1)(3)	298,900	67,886	63,412	52,530	40,996	30,879	43,197
Interest rate swaps payable(2)(4)	29,783	9,582	8,570	6,545	3,535	1,021	530
Office lease obligations	21,935	1,547	1,771	1,821	1,873	1,832	13,091
Container contracts payable	41,356	41,356	—	—	—	—	—
Total contractual obligations	$3,416,528	$212,201	$187,886	$548,836	$537,144	$917,172	$1,013,289

(1) Future scheduled payments for the 2013-1 Bonds exclude an unamortized discount of $926.
(2) Future scheduled payments for the 2014-1 Bonds exclude an unamortized discount of $80.
(3) Assuming an estimated current interest rate of LIBOR plus a margin, which equals an all-in interest rate of 2.18%.
(4) Calculated based on the difference between our fixed contractual rates and the counterparties' estimated average LIBOR rate of 0.43%, for all periods, for all interest rate contracts outstanding as of December 31, 2015.

G. Safe Harbor

This Annual Report on Form 20-F contains forward-looking statements. See "Information Regarding Forward-Looking Statements; Cautionary Language."

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following table sets forth information regarding our executive officers and directors as of March 11, 2016. Our board of directors is elected annually on a staggered basis and each director holds office for three years or until his successor has been duly elected, except in the event of his death, resignation, removal or earlier termination of his office. Our bye-laws provide for, among other things, the election of our board of directors on a staggered basis. The business address of each of our executive officers and non-management directors is Century House, 16 Par-La-Ville Road, Hamilton HM 08, Bermuda.

John A. Maccarone, Dudley R. Cottingham, Hyman Shwiel and James E. Hoelter are designated Class I directors, to hold office until our 2016 annual general meeting of shareholders, David M. Nurek is designated a Class III director, to hold office until our 2017 annual general meeting of shareholders and Philip K. Brewer, Isam K. Kabbani and James E. McQueen are designated Class II directors, to hold office until our 2018 annual general meeting of shareholders. James E. Hoelter , who is currently a Class I director and has been a member of our board of directors since May 1993 has informed us that he does not intend to stand for re-election as a director. Neil I. Jowell and Cecil Jowell are currently Class III directors and it is currently anticipated that they will resign from our board of directors at the end of our May 2016 board of directors' meeting. Both Neil Jowell's and Cecil Jowell's terms on our board of directors are scheduled to expire upon the 2017 Textainer Annual Meeting of Shareholders. We expect that the remaining members of our board of directors will select and approve individuals to fill the vacancies caused by the retirements of Neil I. Jowell and Cecil Jowell and such individuals will serve until the scheduled expiration in 2017. Thereafter, directors in each class will be elected for three-year terms. Directors may be re-elected when their term of office expires.

As of March 11, 2016, Trencor, through the Halco Trust and Halco, held a beneficiary interest in approximately 48.2% of our outstanding share capital. See Item 4, "*Information on the Company — Organizational Structure*" for an explanation of the relationship between us and Trencor. As indicated below, five of our directors are also directors of Trencor.

Executive Officers and Directors	Age	Position
Neil I. Jowell(1)(2)(3)(4)(5)	82	Chairman
Philip K. Brewer	58	Director, President and Chief Executive Officer
Dudley R. Cottingham(1)(2)(3)	64	Director
James E. Hoelter(1)(2)(3)(4)	76	Director
Cecil Jowell(4)(5)	80	Director
Isam K. Kabbani	81	Director
John A. Maccarone(2)(3)	71	Director
James E. McQueen(1)(4)	71	Director
David M. Nurek(2)(3)(4)	66	Director
Hyman Shwiel(1)(2)(3)	71	Director
Robert D. Pedersen	56	President and Chief Executive Officer of Textainer Equipment Management Limited
Hilliard C. Terry, III	46	Executive Vice President and Chief Financial Officer

(1) Member of the audit committee. Messrs. Cottingham and Shwiel are voting members and Messrs. Hoelter, Neil Jowell and McQueen are non-voting members.
(2) Member of the compensation committee.
(3) Member of the nominating and corporate governance committee.
(4) Director of Trencor, the indirect beneficiary of 48.2% of our share interest.
(5) Neil I. Jowell and Cecil Jowell will retire from their positions as Executive Directors of Trencor effective June 7, 2016 and intend to retire from their positons as members of our board of directors. It is currently anticipated that their retirement from our board of directors will occur at the end of our May 2016 board of directors meeting.

Certain biographical information about each of these individuals is set forth below.

Directors

Neil I. Jowell has served as our director and chairman since December 1993. He has been a director of Trencor since 1966, and was appointed chairman in 1973. Mr. Jowell has over 50 years of experience in the transportation industry. He holds an M.B.A. from Columbia University and Bachelor of Commerce and L.L.B. degrees from the University of Cape Town. Mr. Neil I. Jowell and Mr. Cecil Jowell are brothers.

Philip K. Brewer was appointed President and Chief Executive Officer and to our board of directors in October 2011. Mr. Brewer served as our Executive Vice President from 2006 to October 2011, responsible for managing our capital structure and identifying new sources of finance for our company, as well as overseeing the management and coordinating the activities of our risk management and resale divisions. Mr. Brewer was Senior Vice President of our asset management group from 1999 to 2005 and Senior Vice President of our capital markets group from 1996 to 1998. Prior to joining our company in 1996, Mr. Brewer worked at Bankers Trust starting in 1990 as a Vice President and ending as a Managing Director and President of its Indonesian subsidiary. From 1989 to 1990, he was Vice President in Corporate Finance at Jardine Fleming. From 1987 to 1989, he was Capital Markets Advisor to the United States Agency for International Development in Indonesia. From 1984 to 1987, he was an associate with Drexel Burnham Lambert, an investment banking firm, in New York. Mr. Brewer holds a B.A. in Economics and Political Science from Colgate University and an M.B.A. in Finance from Columbia University.

Dudley R. Cottingham has been a member of our board of directors since December 1993 and served as assistant Secretary and/or secretary between December 1993 and October 2007. He has also served in the past as president of certain of our subsidiaries and continues to serve as a director of our Bermuda subsidiaries. Mr. Cottingham has over 35 years of experience in public accounting for a variety of international and local clients. He is a director and the audit committee chairman of Bermuda Press (Holdings) Ltd., a newspaper publishing and commercial printing company listed on the Bermuda Stock Exchange and is chairman of the listing committee of the Bermuda Stock Exchange. He is chairman and an Investment and Operational Committee member of the Aurum Funds which are listed on the Bermuda and Irish Stock Exchanges. He is a managing director of and was formerly a partner of Arthur Morris & Company Limited, a provider of audit and accounting services for international clients, since 1982, and has served as vice president and director of Continental Management Ltd., a Bermuda company providing corporate representation, administration and management services, since 1982 and Continental Trust Corporation Ltd., a Bermuda company that provides corporate and individual trust administration services, since 1994. He is a director of Morris, Cottingham & Co. Ltd. and their other group companies in Turks & Caicos Islands. Mr. Cottingham is a Chartered Accountant.

James E. Hoelter has been a member of our board of directors since December 1993 and was our President and Chief Executive Officer from that time until his retirement in December 1998. Mr. Hoelter is a non-executive member of the board of directors of Trencor and a member of Trencor's risk committee. Mr. Hoelter received a Bachelor of Business Administration from the University of Wisconsin and an M.B.A. from the Harvard Business School.

Cecil Jowell has been a member of our board of directors since March 2003. Mr. C. Jowell also serves on the board of Trencor and has been an executive of Trencor for over 40 years. He has also served as a director and chairman of WACO International Ltd., an international industrial group previously listed on the JSE. Mr. C. Jowell holds a Bachelor of Commerce and Bachelor of Laws degrees from the University of Cape Town and is a graduate of the Institute of Transport.

Isam K. Kabbani has been a member of our Board of Directors since December 1993. Mr. Kabbani is the honorary chairman and principal stockholder of the IKK Group, Jeddah, Saudi Arabia, a manufacturing, trading and construction group active both in Saudi Arabia and internationally. In 1959, Mr. Kabbani joined the Saudi

Arabian Ministry of Foreign Affairs, and in 1960 moved to Ministry of Petroleum for a period of ten years. During this time, he was seconded to the Organization of Petroleum Exporting Countries ("OPEC"). After a period as Chief Economist of OPEC, in 1967 he became the Saudi Arabian member of OPEC's Board of Governors. In 1970, he left the Ministry of Petroleum to establish his own business starting with National Marketing, a small trading company in specialized building materials. For the past decades, the IKK Group has been consistently among the 35 largest Saudi Companies. Mr. Kabbani holds a B.A. from Swarthmore College (Pennsylvania, USA) and an M.A. in Economics and International Relations from Columbia University.

John A. Maccarone served as our President and Chief Executive Officer from January 1999 until October 2011 when he retired from Textainer and as a member of our board of directors since December 1993. Mr. Maccarone co-founded Intermodal Equipment Associates, a marine container leasing company based in San Francisco, and held a variety of executive positions with the company from 1979 until 1987, when he joined the Textainer Group as President and Chief Executive Officer of Textainer Equipment Management Limited, now a subsidiary of our company. From 1977 through 1978, Mr. Maccarone was Director of Marketing based in Hong Kong for Trans Ocean Leasing Corporation, a San Francisco-based company. From 1969 to 1976, Mr. Maccarone was a marketing representative for IBM Corporation in Chicago, Illinois. From 1966 to 1968, he served as a Lieutenant in the U.S. Army Corps of Engineers in Thailand and Virginia. Mr. Maccarone holds a B.S. in Engineering Management from Boston University and an M.B.A. from Loyola University of Chicago.

James E. McQueen has been a member of our board of directors since March 2003. Mr. McQueen joined Trencor in June 1976 and has served as financial director of Trencor since April 1984. Mr. McQueen is also a director of a number of Trencor's subsidiaries. Prior to joining Trencor, Mr. McQueen was an accountant in public practice. Mr. McQueen received a Bachelor of Commerce degree and a Certificate in the Theory of Accounting from the University of Cape Town and is a Chartered Accountant (South Africa).

David M. Nurek has been a member of our board of directors since September 2007. Mr. Nurek was appointed as an alternate director of Trencor in November 1992 and as a non-executive member of its board of directors in July 1995 and is chairman of Trencor's remuneration and nomination and social and ethics committees and a member of its audit committee. Mr. Nurek is an executive of Investec Bank Limited, a subsidiary of Investec Limited, which is listed on the JSE. Investec Limited has entered into a dual listed company structure with Investec plc, which is quoted on the London Stock Exchange (collectively, the "Investec Group"). He is the regional chairman of Investec Limited's various businesses in the Western Cape, South Africa, and is also the Investec Group's worldwide head of legal risk. Prior to joining Investec Limited in June 2000, Mr. Nurek served as chairman of the South African legal firm Sonnenberg Hoffmann & Galombik, which has since changed its name to Edward Nathan Sonnenbergs Inc. Mr. Nurek serves as a non-executive on the boards of directors of various listed and unlisted companies in South Africa and holds a Diploma in Law and a Graduate Diploma in Company Law from the University of Cape Town, and completed a Program of Instruction for Lawyers at Harvard Law School and a Leadership in Professional Services Firms program at Harvard Business School.

Hyman Shwiel has been a member of our board of directors since September 2007. Mr. Shwiel was a partner with Ernst & Young LLP for 25 years. He served during that period in various roles, including Area Managing Partner and as National Director of Enterprise and Professional Risk. Upon his retirement in 2005, he became a consultant to Ernst & Young until 2007. Mr. Shwiel holds a C.T.A. and a M.B.A. from the University of Cape Town and is a Chartered Accountant (South Africa) and a CPA.

Executive Officers

For certain biographical information about Philip K. Brewer, see "Directors" above.

Robert D. Pedersen was appointed President and Chief Executive Officer of Textainer Equipment Management Limited, our management company, in October 2011. Mr. Pedersen served as our Executive Vice President responsible for worldwide sales and marketing related activities and operations since January 2006. Mr. Pedersen was Senior Vice President of our leasing group from 1999 to 2005. From 1991 to 1999, Mr. Pedersen held several positions within our company, and from 1978 through 1991, he worked in various capacities for Klinge Cool, a manufacturer of refrigerated container cooling units, XTRA, a container lessor, and Maersk Line, a container shipping line. Mr. Pedersen is a graduate of the A.P. Moller Shipping and Transportation Program and the Merkonom Business School in Copenhagen, where he majored in Company Organization.

Hilliard C. Terry, III was appointed Executive Vice President and Chief Financial Officer in January 2012. Prior to joining the company, Mr. Terry served as Vice President and Treasurer at Agilent Technologies, Inc., where he worked prior to the company's initial public offering in 1999 and subsequent spin-off from Hewlett-Packard Company (HP). He previously served as the head of Investor Relations until he was appointed Vice President and Treasurer in 2006. Before joining Agilent Technologies, Mr. Terry worked in marketing and investor relations for HP's VeriFone subsidiary and joined VeriFone, Inc. in 1995 prior to the company's acquisition by HP in 1997. He also held positions in investor relations with Kenetech Corporation and investment banking at Goldman, Sachs & Co. Mr. Terry currently serves on the board of directors of Umpqua Holdings Corporation, a publicly traded financial services company and on the board of its principal subsidiary, Umpqua Bank. Mr. Terry also serves on the board of trustees of the Oakland Museum of California. Mr. Terry holds a B.A. in Economics from the University of California at Berkeley and an M.B.A. from Golden Gate University.

Board of Directors

Our board of directors currently consists of ten members. Our bye-laws provide that our board of directors shall consist of five to twelve directors, as the board of directors may determine from time to time.

B. Compensation

The aggregate direct compensation we paid to our executive officers as a group (three persons) for the year ended December 31, 2015 was approximately $2.6 million, which included approximately $1.0 million in bonuses and approximately $84 in funds set aside or accrued to provide for health and life insurance, retirement, or similar benefits. On November 12, 2015, our executive officers as a group were granted 93,727 share options, with an exercise price of $14.17 and an expiration date of November 12, 2025, and 93,727 restricted share units through our 2015 Share Incentive Plan. This amount does not include expenses we incurred for other payments, including dues for professional and business associations, business travel and other expenses. We did not pay our officers who also serve as directors any separate compensation for their directorship during 2015, other than reimbursements for travel expenses.

All of our full-time employees, including employees of our direct and indirect subsidiaries and dedicated agents and our executive officers, were eligible to participate in our 2015 Short Term Incentive Plan ("STIP"). Under that plan, all eligible employees received an incentive award based on their respective job classification and our return on assets and earnings per share. In 2015, all STIP participants, including our executive officers received 153.5% of their target incentive award.

The aggregate direct compensation we paid to our directors who are not officers for their services as directors as a group for the year ended December 31, 2015 was approximately $650. Some directors were also reimbursed for expenses incurred in order to attend board or committee meetings.

2007 Share Incentive Plan and 2015 Share Incentive Plan

Our board of directors adopted the 2007 Share Incentive Plan ("2007 Plan") on August 9, 2007, and our shareholders approved the 2007 Plan on September 4, 2007. The maximum number of common shares of Textainer Group Holdings Limited that could be granted pursuant to the 2007 Plan was 3,808,371 shares, representing 8% of the number of common shares issued and outstanding 45 days following our initial public offering on October 9, 2007, subject to adjustments for share splits, share dividends or other similar changes in our common shares or our capital structure. On February 23, 2010, the Company's Board of Directors approved an increase in the number of shares available for future issuance by 1,468,500 from 3,808,371 shares to 5,276,871 shares, which was approved by the Company's shareholders at the annual meeting of shareholders on May 19, 2010. The shares to be issued pursuant to awards under the 2007 Plan may be authorized, but unissued, or reacquired common shares. On May 21, 2015, TGH's board of directors approved an amendment and restatement of the 2007 Plan as the 2015 Plan at the annual meeting of shareholders. The amendment and restatement of the 2007 Plan increased the maximum number of shares available for future issuance by 2,000,000 shares and extended the term of such plan for ten years from the date of the annual meeting of shareholders. At December 31, 2015, 1,865,942 shares were available for future issuance under the 2015 Plan.

The 2015 Plan provides for the grant of share options, restricted shares, restricted share units, share appreciation rights and dividend equivalent rights, collectively referred to as "awards." Share options granted under the 2015 Plan may be either incentive share options under the provisions of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or non-qualified share options. We may grant incentive share options only to our employees or employees of any parent or subsidiary of Textainer Group Holdings Limited. Awards other than incentive share options may be granted to our employees, directors and consultants or the employees, directors and consultants of any parent or subsidiary of Textainer Group Holdings Limited.

Our board of directors or a committee designated by our board of directors, referred to as the "plan administrator," will administer the 2015 Plan, including selecting the award recipients, determining the number of shares to be subject to each award, determining the exercise or purchase price of each award and determining the vesting and exercise periods of each award. Awards under the plan may vest upon the passage of time or upon the attainment of certain performance criteria.

The exercise price of all share options granted under the 2015 Plan will be at least equal to 100% of the fair market value of our common shares on the date of grant. If, however, incentive share options are granted to an employee who owns shares possessing more than 10% of the voting power of all classes of our common shares or the shares of any parent or subsidiary, the exercise price of any incentive share option granted must equal at least 110% of the fair market value on the grant date and the maximum term of these incentive share options must not exceed five years. The maximum term of all other awards under the 2015 Plan will be ten years. The plan administrator will determine the term and exercise or purchase price of any other awards granted under the 2015 Plan.

Under the 2015 Plan, incentive share options may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised during the lifetime of the participant only by the participant. Other awards shall be transferable by will or by the laws of descent or distribution and to the extent provided in the award agreement. The 2015 Plan permits the designation of beneficiaries by holders of awards, including incentive share options.

In the event a participant in the 2015 Plan terminates employment or is terminated by us (or by our parent or subsidiary) without cause, any options which have become exercisable prior to the time of termination will remain exercisable for three months from the date of termination (unless a shorter or longer period of time is determined by the plan administrator). In the event a participant in the 2015 Plan is terminated by us (or by our parent or subsidiary) for cause, any options which have become exercisable prior to the time of termination will immediately terminate. If termination was caused by death or disability, any options which have become

exercisable prior to the time of termination, will remain exercisable for twelve months from the date of termination (unless a shorter or longer period of time is determined by the plan administrator). Unless an individual award agreement otherwise provides, all vesting of all other awards will generally terminate upon the date of termination.

Subject to any required action by our shareholders, the number of common shares covered by outstanding awards, the number of common shares that have been authorized for issuance under the 2015 Plan, the exercise or purchase price of each outstanding award, the maximum number of common shares that may be granted subject to awards to a participant in any calendar year, and the like, shall be proportionally adjusted by the plan administrator in the event of any increase or decrease in the number of issued common shares resulting from certain changes in our capital structure as described in the 2015 Plan.

In the event of a corporate transaction or a change in control of Textainer Group Holdings Limited, all outstanding awards under the 2015 Plan will terminate unless the acquirer assumes or replaces such awards. In addition and except as otherwise provided in an individual award agreement, assumed or replaced awards will automatically become fully vested if a participant is terminated by the acquirer without cause within twelve months after a corporate transaction. In the event of a corporate transaction where the acquirer does not assume or replace awards granted under the 2015 Plan, all of these awards become fully vested immediately prior to the consummation of the corporate transaction. In the event of a change in control and except as otherwise provided in an individual award agreement, outstanding awards will automatically become fully vested if a participant is terminated by the acquirer without cause within twelve months after such change in control.

Under the 2015 Plan, a “corporate transaction” is generally defined as:

- acquisition of 50% or more of the common shares by any individual or entity including by tender offer;
- a reverse merger or amalgamation in which 40% or more of the common shares is acquired by an individual or entity;
- a sale, transfer or other disposition of all or substantially all of the assets of Textainer Group Holdings Limited;
- a merger, amalgamation or consolidation in which Textainer Group Holdings Limited is not the surviving entity; or
- a complete liquidation or dissolution.

Under the 2015 Plan, a “change in control” is generally defined as:

- acquisition of 50% or more of the common shares by any individual or entity which a majority of our board of directors (who have served on the board for at least 12 months) do not recommend that our shareholders accept, or
- a change in the composition of the board of directors as a result of contested elections over a period of 12 months or less.

Unless terminated sooner, the 2015 Plan will automatically terminate in 2025. The board of directors will have authority to amend or terminate the 2015 Plan. To the extent necessary to comply with applicable provisions of federal securities laws, state corporate and securities laws, the Code, the rules of any applicable stock exchange or national market system, and the rules of any non-U.S. jurisdiction applicable to awards granted to residents therein, we will obtain shareholder approval of any such amendment to the 2015 Plan in such a manner and to such a degree as required.

2008 Bonus Plan

On September 21, 2007, our board of directors approved the Textainer Group Holdings Limited 2008 Bonus Plan (the "Bonus Plan"). The Bonus Plan provides for incentive payments to our employees and those of our affiliates, including our dedicated agents and key. Although the Bonus Plan permits the awards to be paid in shares, we expect that the awards will be cash-based. The Bonus Plan is designed to provide incentive awards based on the achievement of goals relating to our performance and the performance of our individual business units while maintaining a degree of flexibility in the amount of incentive compensation paid to such individuals. Under the Bonus Plan, performance goals may relate to one or more of the following measures, for the company as a whole, a line of business, service or product: increase in share price, earnings per share, total shareholder return, operating margin, gross margin, return on equity, return on assets, return on investment, operating income, net operating income, pre-tax income, cash flow, revenue, expenses, earnings before interest, taxes and depreciation, economic value added, market share, corporate overhead costs, liquidity management, net interest income, net interest income margin, return on capital invested, shareholders' equity, income before income tax expense, residual earnings after reduction for certain compensation expenses, net income, profitability of an identifiable business unit or product, or performance relative to a peer group of companies on any of the foregoing measures. The Bonus Plan replaced our 2007 Short Term Incentive Plan beginning in 2008.

Employment and Consulting Agreements with Executive Officers and Directors

We have entered into employment agreements with most of our executive officers. Each of these employment agreements contains provisions requiring us to make certain severance payments in case the executive officer is terminated without cause. The agreements terminate upon termination of employment. Employment is at-will for each of our executive officers and they may be terminated at any time for any reason. In addition, in the past we have entered into consulting arrangements with Mr. Hoelter, one of our directors.

Other than as disclosed above, none of our directors has service contracts with us or any of our subsidiaries providing for benefits upon termination of employment.

C. Board Practices

Our corporate governance practices are in compliance with, and are not prohibited by, the laws of Bermuda. Therefore, we are exempt from many of the New York Stock Exchange's ("NYSE") corporate governance practices, other than the establishment of a formal audit committee satisfying the requirements of Rule 10A-3 under the Exchange Act and notification of non-compliance with NYSE listing requirements pursuant to Rule 10A-3 promulgated under the Exchange Act. The practices that we follow in lieu of the NYSE's corporate governance rules are described below.

- We do not, and are not required under Bermuda law to, maintain a board of directors with a majority of independent directors. Currently, a majority of our directors are not independent, as that term is defined by the NYSE.
- We are not required by Bermuda law to hold regular meetings of the board of directors at which only independent directors are present.
- Under Bermuda law, compensation of executive officers does not need to be determined by an independent committee. We have established a compensation committee that reviews and approves the compensation and benefits for our executive officers and other key executives, makes recommendations to the board regarding compensation matters and is responsible for awarding compensation to our executive officers and other employees under our share compensation plans. The committee also has the discretion to interpret and amend the terms of, and take all other actions necessary to administer, the 2015 Plan. However, our compensation committee is not comprised solely of independent directors, as required by NYSE standards. The members of our compensation committee are Messrs. Cottingham, Hoelter, Maccarone, Neil Jowell, Nurek and Shwiel. Messrs. Neil Jowell, Hoelter and Nurek are

directors of Trencor. Messrs. Cottingham and Shwiel satisfy the NYSE's standards for director independence and Mr. Shwiel serves as our Lead Independent Director.

- We have established an audit committee responsible (i) for advising the board regarding the selection of independent auditors, (ii) overseeing the Company's accounting and financial reporting process, (iii) evaluating our internal controls, and (iv) overseeing compliance with policies and legal requirements with respect to financial reporting. Our audit committee need not comply with NYSE requirements that the audit committee have a minimum of three members or the NYSE's standards of director independence for domestic issuers. Our audit committee has five members, Messrs. Shwiel, Cottingham, Neil Jowell, McQueen and Hoelter. Messrs. Shwiel and Cottingham are voting members of the committee and are independent as that term is defined in Rule 10A-3 under the Exchange Act. The other three members are directors of Trencor and have no voting rights.
- We have established a nominating and governance committee, although this committee is not comprised solely of independent directors, as would be required of a domestic issuer. Our nominating and governance committee has six members, Messrs. Cottingham, Hoelter, Maccarone, Neil Jowell, Nurek and Shwiel. Messrs. Cottingham and Shwiel satisfy the NYSE's standards for director independence. Our board of directors has adopted a nominating and governance committee charter.
- Under Bermuda law, we are not required to obtain shareholder consent prior to issuing securities or adopting share compensation plans. Nonetheless, we sought and received the approval of our shareholders for our 2015 Plan on May 21, 2015 and 2007 Plan on September 4, 2007. Under Bermuda law, consent of the Bermuda Monetary Authority is required for the issuance of securities in certain circumstances.
- Under Bermuda law, we are not required to adopt corporate governance guidelines or a code of business conduct. Nonetheless, we have adopted both corporate governance guidelines and a code of business conduct.

D. Employees

As of December 31, 2015, we employed 161 people. We believe that our relations with our employees are good, and we are not a party to any collective bargaining agreements.

E. Share Ownership

See Item 7, "*Major Shareholders and Related Party Transactions*" for information regarding director and senior management ownership of our common shares.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table presents information regarding the beneficial ownership of our common shares as of March 4, 2016:

- each person or entity that we know beneficially owns more than 5% of our issued and outstanding shares;
- each director, director nominee and executive officer; and
- all of our directors, director nominees and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes any shares over which a person exercises sole or shared voting or investment power. The percentage of beneficial ownership of our common shares owned is based on 56,570,764 common shares issued and outstanding on

March 4, 2016. We do not believe that we are directly or indirectly owned or controlled by any foreign government. The voting rights of our common shares held by major shareholders are the same as the voting rights of shares held by all other shareholders. We are unaware of any arrangement that might result in a change of control.

Holders	Number of Common Shares Beneficially Owned	
	Shares(1)	%(2)
5% or More Shareholders		
Halco Holdings Inc.(3)	27,278,802	48.2%
Trencor Limited(3)	27,278,802	48.2%
Directors and Executive Officers		
Philip K. Brewer(4)	444,305	*
Dudley R. Cottingham(5)	10,292	*
James E. Hoelter(6)	28,288,740	50.0%
Cecil Jowell(7)	27,281,014	48.2%
Neil I. Jowell(7)	27,281,014	48.2%
Isam K. Kabbani(8)	3,418,143	6.0%
John A. Maccarone(9)	1,487,777	2.6%
James E. McQueen(10)	27,286,064	48.2%
David M. Nurek(11)	27,286,094	48.2%
Hyman Shwiel	8,245	*
Robert D. Pedersen	370,921	*
Hilliard C. Terry, III	111,008	*
Current directors and executive officers (12 persons) as a group	34,158,439	60.4%

* Less than 1%.

(1) Beneficial ownership by a person assumes the exercise of all share options, warrants and rights held by such person, even if not vested. Common shares beneficially owned include the following share options and restricted share units:

	Grant Date										
	October 9, 2007	November 19, 2008	November 18, 2009	November 18, 2010	November 16, 2011	January 20, 2012	November 14, 2012	November 14, 2013	November 19, 2014	May 21, 2015	November 12, 2015
Share options											
Exercise price	$ 16.50	$ 7.10	$ 16.97	$ 28.26	$ 28.54	$ 31.34	$ 28.05	$ 38.36	$ 34.14	N/A	$ 14.17
Expiration date	October 8, 2017	November 18, 2018	November 17, 2019	November 17, 2020	November 15, 2021	January 19, 2022	November 14, 2022	November 14, 2023	November 19, 2024	N/A	November 12, 2025
Philip K. Brewer	16,802	—	22,350	15,000	30,000	—	32,000	36,000	38,520	—	45,291
Dudley R. Cottingham	—	—	—	—	—	—	—	—	—	—	—
James E. Hoelter	—	—	—	—	—	—	—	—	—	—	—
Cecil Jowell	—	—	—	—	—	—	—	—	—	—	—
Neil I. Jowell	—	—	—	—	—	—	—	—	—	—	—
Isam K. Kabbani	—	—	—	—	—	—	—	—	—	—	—
John A. Maccarone	—	—	—	—	—	—	—	—	—	—	—
James E. McQueen	—	—	—	—	—	—	—	—	—	—	—
David M. Nurek	—	—	—	—	—	—	—	—	—	—	—
Hyman Shwiel	—	—	—	—	—	—	—	—	—	—	—
Robert D. Pedersen	—	—	—	7,500	16,500	—	23,000	26,000	27,820	—	32,710
Hilliard C. Terry, III	—	—	—	—	—	10,000	11,000	12,500	13,375	—	15,726
Restricted share units											
Philip K. Brewer	—	—	—	—	—	—	8,000	18,000	28,890	—	45,291
Dudley R. Cottingham	—	—	—	—	—	—	—	—	—	2,212	—
James E. Hoelter	—	—	—	—	—	—	—	—	—	2,212	—
Cecil Jowell	—	—	—	—	—	—	—	—	—	2,212	—
Neil I. Jowell	—	—	—	—	—	—	—	—	—	2,212	—
Isam K. Kabbani	—	—	—	—	—	—	—	—	—	2,212	—
John A. Maccarone	—	—	—	—	—	—	—	—	—	2,212	—
James E. McQueen	—	—	—	—	—	—	—	—	—	2,212	—
David M. Nurek	—	—	—	—	—	—	—	—	—	2,212	—
Hyman Shwiel	—	—	—	—	—	—	—	—	—	2,212	—
Robert D. Pedersen	—	—	—	—	—	—	5,750	13,000	20,865	—	32,710
Hilliard C. Terry, III	—	—	—	—	—	2,500	2,750	6,250	10,031	—	15,726

(2) Percentage ownership is based on 56,570,764 shares outstanding as of March 4, 2016.

(3) Includes 27,278,802 shares held by Halco Holdings Inc. ("Halco"). Halco is wholly-owned by Halco Trust, a discretionary trust with an independent trustee. Trencor and certain of Trencor's subsidiaries are the sole discretionary beneficiaries of Halco Trust. The protectors of the trust are Mr. Neil Jowell, the chairman of both our board of directors and the board of directors of Trencor, Mr. Cecil Jowell, Mr. McQueen and Mr. Nurek, all members of our board of directors and the board of directors of Trencor and Mr. Edwin Oblowitz, a member of the board of directors of Trencor.

(4) Includes 90,456 shares held by the Philip Brewer 2009 Trust and 17,705 shares held by a joint account of Mr. Brewer and Dr. Choi Yue Victoria Woo.

(5) Includes 8,080 shares held by Caribbean Dream Limited, a company owned by a trust in which Mr. Cottingham is the principal beneficiary.

(6) Includes 27,278,802 shares held by Halco (which in terms of SEC regulations are solely reported herewith as beneficially owned by Mr. Hoelter due to his position as a director of Trencor), 117,824 shares held by the James E. Hoelter & Virginia S. Hoelter Trust, 519,156 shares held by the JEH-VSH Limited Partnership #1, and 370,746 shares held by the JEH-VSH Limited Partnership #2. The general partners of each of the partnerships are James and Virginia Hoelter. Mr. Hoelter is one of our directors and a member of the board of directors of Trencor. Mr. Hoelter disclaims beneficial ownership, except to the extent of his pecuniary interest therein, if any, of the shares held by Halco.

(7) Includes 27,278,802 shares held by Halco (which in terms of SEC regulations are solely reported herewith as beneficially owned by Mr. Cecil Jowell and Mr. Neil Jowell due to their positions as directors of Trencor). Mr. Cecil Jowell and Mr. Neil Jowell are our directors, directors of Halco, protectors of The Halco Trust and members of the board of directors of Trencor. In addition, Mr. Cecil Jowell and Mr. Neil Jowell and family trusts of which they are discretionary beneficiaries have significant ownership interests in Trencor. Mr. Cecil Jowell and Mr. Neil Jowell disclaim beneficial ownership, except to the extent of his pecuniary interest therein, if any, of the shares held by Halco.

(8) Includes 3,280,778 shares held by Delmas Inv. Holding S.A, an affiliate of Mr. Kabbani, 130,073 shares held by Rima Tariq Alsafadi, Mr. Kabbani's spouse, and 5,080 shares held by Mr. Kabbani.

(9) Includes 1,205,100 shares held by the Maccarone Family Partnership L.P., 278,015 shares held by the Maccarone Revocable Trust, 1,100 shares held by the Maccarone Charitable Trust, 1,000 shares held by the John Maccarone IRA Rollover and 350 shares held by the Bryan Maccarone UTMA.

(10) Includes 27,278,802 shares held by Halco (which in terms of SEC regulations are solely reported herewith as beneficially owned by Mr. McQueen due to his position as a director of Trencor) and 5,080 shares held by Mr. McQueen. Mr. McQueen is one of our directors, a director of Halco, a protector of the Halco Trust and a member of the board of directors of Trencor. Mr. McQueen disclaims beneficial ownership, except to the extent of his pecuniary interest therein, if any, of the shares held by Halco.

(11) Includes 27,278,802 shares held by Halco (which in terms of SEC regulations are solely reported herewith as beneficially owned by Mr. Nurek due to his position as a director of Trencor) and 5,080 shares held by Mr. Nurek. Mr. Nurek is one of our directors, a protector of the Halco Trust and a member of the board of directors of Trencor. Mr. Nurek disclaims beneficial ownership, except to the extent of his pecuniary interest therein, if any, of the shares held by Halco.

As of March 4, 2016, based on information available to the Company, 6,000 of our common shares issued and outstanding were held by one record holder in our domicile and headquarters country (Bermuda).

B. Related Party Transactions

We do not have a corporate policy regarding related party transactions, nor are there any provisions in our memorandum of association or bye-laws regarding related party transactions, other than the provision, as permitted by Bermuda law, that we, or one of our subsidiaries, may enter into a contract in which our directors or officers are directly or indirectly interested if the director or officer discloses his interest to our board of directors at the first opportunity at a meeting of directors or in writing.

Loans to Executive Officers

As permitted by Bermuda law, in the past, we have extended loans to our employees in connection with their acquisition of our common shares in accordance with our various employees' share schemes. As of December 31, 2015 and 2014, no amounts were outstanding on such loans to employees. Currently, there are no loans outstanding to our directors or executive officers, and we will not extend loans to our directors or executive officers in the future, in compliance with the requirements of Section 402 of the Sarbanes-Oxley Act of 2002 and Section 13(k) of the Securities Exchange Act of 1934, as amended.

Indemnification of Officers and Directors

We have entered into indemnification agreements with each of our directors and executive officers to give such directors and officers, as well as their immediate family members, additional contractual assurances regarding the scope of indemnification set forth in our bye-laws, and to provide additional procedural protections which may, in some cases, be broader than the specific indemnification provisions contained in our bye-laws. The indemnification agreements may require us, among other things, to indemnify such directors and officers, as well as their immediate family members, against liabilities that may arise by reason of their status or service as directors or officers and to advance expenses as a result of any proceeding against them as to which they could be indemnified.

Agreements with IKK Group

Textainer Equipment Management Limited has entered into a management agreement with IKK Foundation, related to Textainer Equipment Management Limited's management of containers owned by IKK Foundation. Director Isam Kabbani is the beneficial owner of IKK Foundation. In 2015, 2014 and 2013, we managed approximately 9,000 TEU (for which we received approximately $168 in management fees), 10,000 TEU (for which we received approximately $154 in management fees) and 10,000 TEU (for which we received approximately $116 in management fees), respectively, for IKK Foundation.

Relationships and Agreements with Entities Related to Trencor Limited

Halco is wholly-owned by Halco Trust, a discretionary trust with an independent trustee. Trencor and certain of Trencor's subsidiaries are the sole discretionary beneficiaries of Halco Trust. The protectors of the trust include Neil I. Jowell, Cecil Jowell, David Nurek and James McQueen, all of whom are members of our board of directors and the board of directors of Trencor. In addition, two of our directors, Cecil Jowell and James McQueen, are also members of the board of directors of Halco.

We have entered into an agreement with LAPCO, an associate of Halco, related to our management of containers owned by LAPCO. Pursuant to this agreement, LAPCO has the right, but not an obligation, to require us to purchase containers on its behalf, within guidelines specified in the agreement and for as long as the management agreement is in place. In 2015, 2014 and 2013, we received the following fees or commissions from LAPCO: (i) $2,889, $3,048 and $3,455, respectively, in management fees and (ii) $474, $634 and $939, respectively, in sales commissions. In 2015, 2014 and 2013, fees received under the LAPCO agreement accounted for 4.1%, 3.8% and 4.9%, respectively, of total combined Container Management and Container Resale segment revenue and 0.7%, 0.7% and 0.8%, respectively, of total revenue. LAPCO is free to compete against us with respect to its investment in containers and uses our competitors to manage some of its containers.

Halco acquired 2,100,000 common shares in the Company's initial public offering on October 15, 2007 at the initial public offering price. The underwriters did not receive any discount or commission on these shares. The common shares that were purchased by Halco in the offering are not freely tradable in the public market due to Halco's status as our "affiliate," as such term is defined in Rule 144 under the Securities Act. See Item 14. "*Material Modifications to the Rights of Security Holders and Use of Proceeds*" for further details on these trading restrictions**.**

Transactions with Umpqua Bank

Our Executive Vice President and Chief Financial Officer, Hilliard C. Terry, III, serves as a member of the Board of Directors of Umpqua Holdings Corporation, the NASDAQ listed holding company for Umpqua Bank and Umpqua Investments, Inc. Umpqua Bank is a lender with a less than 5% commitment in the $700,000 Credit Agreement with the Company's wholly-owned subsidiary, Textainer Limited ("TL Credit Agreement"). Umpqua Bank participates in the TL Credit Agreement on the same terms as the other lenders in the facility.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Financial Statements

Our audited consolidated financial statements which are comprised of our consolidated balance sheets as of December 31, 2015 and 2014 and the related consolidated statements of comprehensive income, shareholders' equity and cash flows for each of the years in the three-year period ended December 31, 2015 and the notes to those statements and the report of independent registered public accounting firm thereon, are included under Item 18, "*Financial Statements*" of this Annual Report on Form 20-F. Also, see Item 5, "*Operating and Financial Review and Prospects*" for additional financial information.

Legal Proceedings

See Item 4, "*Information on the Company — Business Overview — Legal Proceedings*" for information on our legal proceedings which may have, or have had in the recent past, significant effects on our financial position or profitability.

Dividend Policy

The following table summarizes dividends that we have declared and paid since January 1, 2013:

Date Declared	Dividend per Outstanding Common Share	Total Dividend
February 2013	$ 0.45	$25,313
May 2013	$ 0.46	$25,896
August 2013	$ 0.47	$26,481
October 2013	$ 0.47	$26,509
February 2014	$ 0.47	$26,626
May 2014	$ 0.47	$26,644
August 2014	$ 0.47	$26,655
October 2014	$ 0.47	$26,723
February 2015	$ 0.47	$26,781
April 2015	$ 0.47	$26,783
July 2015	$ 0.47	$26,796
August 2015	$ 0.24	$13,719
February 2016	$ 0.24	$13,728

Our board of directors has adopted a dividend policy which reflects its judgment that our shareholders would be better served if we distributed to them, as quarterly dividends payable at the discretion of our board of

directors, a part of the total shareholder return, balancing near term cash needs for potential acquisitions or other growth opportunities, rather than retaining such excess cash or using such cash for other purposes. On an annual basis we expect to pay dividends with cash flow from operations, but due to seasonal or other temporary fluctuations in cash flow, we may from time to time use temporary short-term borrowings to pay quarterly dividends.

We are not required to pay dividends, and our shareholders will not be guaranteed, or have contractual or other rights, to receive dividends. The timing and amount of future dividends will be at the discretion of our board of directors and will be dependent on our future operating results and the cash requirements of our business. There are a number of factors that can affect our ability to pay dividends and there is no guarantee that we will pay dividends in any given year. See Item 3, "*Key Information — Risk Factors,"* for a discussion of these factors. Our board of directors may decide, in its discretion, at any time, to decrease the amount of dividends, otherwise modify or repeal the dividend policy or discontinue entirely the payment of dividends.

In addition, we will not pay dividends in the event we are not allowed to do so under Bermuda law, are in default under (or such payment would cause a default under) the revolving credit facility or term loan of our wholly-owned subsidiary, Textainer Limited, or if such payment would cause us to breach any of our covenants. These covenants include certain financial covenants, which would be directly affected by the payment of dividends, such as (i) a minimum tangible net worth level (which level would decrease by the amount of any dividend paid), (ii) a maximum ratio of consolidated funded debt to consolidated tangible net worth (which amount would decrease by the amount of any dividend paid) and (iii) a minimum ratio of certain income (which amount would decrease by the amount of any dividend paid) to current obligations. Please see Item 5, "*Operating and Financial Review and Prospects — Liquidity and Capital Resources*" for a description of these covenants. Furthermore, since we are a holding company, substantially all of the assets shown on our consolidated balance sheet are held by our subsidiaries. Accordingly, our earnings and cash flow and our ability to pay dividends are largely dependent upon the earnings and cash flows of our subsidiaries and the distribution or other payment of such earnings to us in the form of dividends.

In 2014 we began calculating our earnings and profits under U.S. federal income tax principles for purposes of determining whether distributions exceed our current and accumulated earnings and profits. We believe that some or all of our distributions will be treated as a return of capital to our U.S. shareholders and we report each quarter on our website at www.textainer.com whether that quarter's distribution exceeds our current accumulated earnings and profits. The taxability of the dividends does not impact our corporate tax position. You should consult with a tax advisor to determine the proper tax treatment of these distributions.

B. Significant Changes

Except as disclosed in the Annual Report on Form 20-F, no significant changes have occurred since December 31, 2015, which is the date of our audited consolidated financial statements included in this Annual Report on Form 20-F.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Trading Markets and Price History

Our common shares have been listed on the New York Stock Exchange ("NYSE") under the symbol "TGH" since October 10, 2007. Prior to that time, there was no public market for our common shares. The following table sets forth the high and low closing sale prices, as reported on the NYSE for our common shares for the periods indicated:

	High	Low
Annual Highs and Lows:		
2015	$34.44	$13.48
2014	$39.87	$29.25
2013	$43.06	$31.98
2012	$39.00	$27.45
2011	$37.56	$19.74
Quarterly Highs and Lows (two most recent full financial years):		
Fourth quarter 2015	$20.38	$13.48
Third quarter 2015	$26.67	$15.66
Second quarter 2015	$31.80	$26.01
First quarter 2015	$34.44	$29.41
Fourth quarter 2014	$35.98	$29.25
Third quarter 2014	$39.14	$31.12
Second quarter 2014	$39.87	$37.68
First quarter 2014	$38.51	$35.27
Monthly Highs and Lows (over the most recent six month period):		
February 2016	$12.02	$ 7.31
January 2016	$13.80	$ 9.41
December 2015	$15.51	$13.70
November 2015	$20.38	$13.48
October 2015	$20.17	$16.65
September 2015	$17.41	$15.75

Transfer Agent

A register of holders of our common shares is maintained by Continental Management Limited in Bermuda and a branch register is maintained in the United States by Computershare Limited. The transfer agent and branch registrar for our common shares is Computershare Shareholder Services, Inc. and its fully owned subsidiary Computershare Trust Company, N.A., having its principal office at 250 Royall Street, Canton, MA 02021.

B. Plan of Distribution

Not applicable.

C. Markets

See Item 9, "*Offer and Listing Details — Trading Markets*" above.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

We are an exempted company incorporated under the laws of Bermuda. We are registered with the Registrar of Companies in Bermuda under registration number EC18896. We were incorporated on December 3, 1993 under the name Textainer Group Holdings Limited, prior to that time our business was based in Panama. Our headquarters office is located at 16 Par-La-Ville Road, Hamilton HM 08 Bermuda.

We incorporate by reference into this Annual Report on Form 20-F the description of our memorandum of association and our bye-laws contained in "Description of Share Capital" of our Registration Statement on Form F-1 filed with the SEC on September 26, 2007. Such information is a summary which does not purport to be complete and is qualified in its entirety by reference to our memorandum of association and our bye-laws, copies of which have been filed as Exhibits 3.1 and 3.2, respectively, to such Registration Statement.

C. Material Contracts

We have not entered into any material contracts during the two years immediately preceding the date of this Annual Report on Form 20-F other than contracts entered into in the ordinary course of business and other than those described in Item 4, "*Information on the Company — History and Development of the Company —Significant Events*" or elsewhere in this Annual Report on Form 20-F.

D. Exchange Controls

Trencor, a South African company listed on the JSE, has an indirect beneficiary interest in 48.2% of our issued and outstanding shares. South Africa's exchange control regulations provide for restrictions on exporting capital from South Africa. These restrictions require Trencor to obtain approval from South African exchange control authorities before engaging in transactions that would result in dilution of their share interest in us below certain thresholds, whether through their sale of their own shareholdings or through the approval of our issuance of new shares. The exchange control authorities may decide not to grant such approval if a proposed transaction were to dilute Trencor's beneficiary interest in us below certain levels. While the South African government has, to some extent, relaxed exchange controls in recent years, it is difficult to predict whether or how it will further relax or abolish exchange control measures in the future. The above requirements could restrict or limit our ability to issue new shares. In addition, Trencor is required to comply with JSE Listings Requirements in connection with its holding or sale of our common shares.

E. Taxation

The following discussion is a summary of the material Bermuda and U.S. federal income tax consequences of an investment in our common shares. This discussion is not exhaustive of all possible tax considerations. In particular, this discussion does not address the tax consequences under state, local, and other national (e.g., non-Bermuda and non-U.S.) tax laws. Accordingly, we urge you to consult your own tax advisor regarding your particular tax circumstances and the tax consequences under state, local, and other national tax laws. The following discussion is based upon laws and relevant interpretations thereof in effect as of the date hereof, all of which are subject to change, possibly with retroactive effect.

Bermuda Tax Consequences

The following is a summary of the material Bermuda tax consequences of an investment in our common shares. The following discussion is not exhaustive of all possible tax considerations. We urge you to consult your own tax advisor regarding your particular tax circumstances.

Taxation of the Companies

We and our Bermuda subsidiaries have obtained an assurance from the Bermuda Minister of Finance under the Exempted Undertakings Tax Protection Act 1966 that, if any legislation is enacted in Bermuda imposing any tax computed on profits or income, or computed on any capital asset, gain, or appreciation, or any tax in the nature of estate duty or inheritance tax, then such tax will not until March 28, 2016 be applicable to us or any of our operations, or to any of our shares, debentures, or other obligations, except insofar as such tax applies to persons ordinarily resident in Bermuda or is payable by us in respect of real property owned or leased by us in Bermuda. Given the limited duration of the Minister of Finance's assurance, we cannot be certain that we will not be subject to any Bermuda tax after March 28, 2016. However, given recently enacted legislation, we intend to apply for an extension of this assurance through 2035. As an exempted company, we are required to pay to the Bermuda government an annual fee presently not to exceed $32, based on our assessable capital.

Taxation of Holders

Currently, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by our shareholders in respect of our common shares. The issue, transfer, or redemption of our common shares is not currently subject to stamp duty.

United States Federal Income Tax Consequences

The following is a summary of the material U.S. federal income tax consequences of an investment in our common shares. The following discussion is not exhaustive of all possible tax considerations. This summary is based upon the Code, regulations promulgated under the Code by the U.S. Treasury Department (including proposed and temporary regulations), rulings, current administrative interpretations and official pronouncements of the IRS, and judicial decisions, all as currently available and all of which are subject to differing interpretations or to change, possibly with retroactive effect. Such change could materially and adversely affect the tax consequences described below. No assurance can be given that the IRS will not assert, or that a court will not sustain, a position contrary to any of the tax consequences described below.

This summary does not address all aspects of the U.S. federal income taxation that may be important to a particular holder in light of its investment or tax circumstances or to holders subject to special tax rules, such as: banks; financial institutions; insurance companies; dealers in stocks, securities, or currencies; traders in securities that elect to use a mark-to-market method of accounting for their securities holdings; tax-exempt organizations; real estate investment trusts; regulated investment companies; qualified retirement plans, individual retirement accounts, and other tax-deferred accounts; expatriates of the U.S.; persons subject to the alternative minimum tax; persons holding common shares as part of a straddle, hedge, conversion transaction, or other integrated transaction; persons who acquired common shares pursuant to the exercise of any employee share option or otherwise as compensation for services; persons actually or constructively holding 10% or more of our voting shares; and U.S. Holders (as defined below) whose functional currency is other than the U.S. dollar.

This discussion is not a comprehensive description of all of the U.S. federal tax consequences that may be relevant with respect to an investment in common shares. We urge you to consult your own tax advisor regarding your particular circumstances and the U.S. federal income and estate tax consequences to you of owning and disposing of common shares, as well as any tax consequences arising under the laws of any state, local, or foreign or other tax jurisdiction and the possible effects of changes in U.S. federal or other tax laws.

This summary is directed solely to persons who hold their common shares as capital assets within the meaning of Section 1221 of the Code, which includes property held for investment. For purposes of this discussion, the term "U.S. Holder" means a beneficial owner of common shares that is any of the following:

- a citizen or resident of the U.S. or someone treated as a U.S. citizen or resident for U.S. federal income tax purposes;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the U.S., any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source;
- a trust if a U.S. court can exercise primary supervision over the trust's administration and one or more U.S. persons have the authority to control all substantial decisions of the trust; or
- a trust in existence on August 20, 1996 that has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

The term "Non-U.S. Holder" means a beneficial owner of common shares that is not a U.S. Holder or an entity treated as a partnership for U.S. federal income tax purposes. As described in "—Taxation of Non-U.S. Holders" below, the tax consequences to a Non-U.S. Holder may differ substantially from the tax consequences to a U.S. Holder.

If a partnership (including for this purpose any entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of common shares, the U.S. federal income tax consequences to a partner in the partnership will depend on the status of the partner and the activities of the partnership. A holder of common shares that is a partnership and the partners in such partnership should consult their own tax advisors regarding the U.S. federal income tax consequences of an investment in common shares.

Taxation of the Companies

Textainer and Non-U.S. Subsidiaries

A non-U.S. corporation deemed to be engaged in a trade or business within the U.S. is subject to U.S. federal income tax on income which is treated as effectively connected with the conduct of that trade or business. Such income tax, if imposed, is based on effectively connected income computed in a manner similar to the manner in which the income of a domestic corporation is computed, except that a foreign corporation will be entitled to deductions and credits for a taxable year only if it timely files a U.S. federal income tax return for that year. In addition, a non-U.S. corporation may be subject to the U.S. federal branch profits tax on the portion of its effectively connected earnings and profits, with certain adjustments, deemed repatriated out of the U.S. Currently, the maximum U.S. federal income tax rates are 35% for a corporation's effectively connected income and 30% for the branch profits tax.

A portion of our income is treated as effectively connected with the conduct of a trade or business within the U.S., and such effectively connected income is subject to U.S. federal income tax. U.S. federal income tax returns have been filed declaring such effectively connected income.

The determination of whether a person is engaged in a U.S. trade or business is based on a highly factual analysis. In general, there is no clear test as to the nature and scope of activities that constitute being engaged in a U.S. trade or business, and it is unclear how a court would construe the existing authorities with respect to our activities. Accordingly, it is possible that the IRS could assert that a significantly greater portion of our income than we currently report is derived from the conduct of a U.S. trade or business and therefore, is effectively connected income that is subject to U.S. federal income tax.

In addition to U.S. federal income tax on income associated with a U.S. trade or business, we are also subject to a 30% U.S. withholding tax imposed on the gross amount of certain "fixed or determinable annual or periodic gains, profits and income" derived from sources within the U.S. (such as rents, dividends and interest on investments), to the extent such amounts are not effectively connected income. This 30% U.S. withholding tax is subject to reduction by applicable treaties. Distributions by our U.S. subsidiaries to us are expected to be subject to this 30% U.S. withholding tax.

U.S. Subsidiaries

Our U.S. subsidiaries are subject to U.S. federal income tax at regular corporate rates on their worldwide income, regardless of its source, subject to reduction by allowable foreign tax credits.

Transfer Pricing

Under U.S. federal income tax laws, transactions among taxpayers that are owned or controlled directly or indirectly by the same interests generally must be at arm's-length terms. We consider the transactions among our subsidiaries and us to be at arm's-length terms. However, the IRS may distribute, apportion, or allocate gross income, deductions, credits, or allowances between or among such taxpayers if it determines that such transactions are not at arm's-length terms and that such distribution, apportionment, or allocation is necessary in order to clearly reflect the income of any of such taxpayers. In such a situation, we may incur increased tax liability, possibly materially, thereby reducing our profitability and cash flows.

Taxation of U.S. Holders

The discussion in "—Distributions on Common Shares" and "—Dispositions of Common Shares" below assumes that we will not be treated as a passive foreign investment company ("PFIC") for U.S. federal income tax purposes. For a discussion of the rules that apply if we are treated as a PFIC, see "—Passive Foreign Investment Company" below.

Distributions on Common Shares

General. Subject to the discussion in "—Passive Foreign Investment Company" below, if you actually or constructively receive a distribution on common shares, you must include the distribution in gross income as a taxable dividend on the date of your receipt of the distribution, but only to the extent of our current or accumulated earnings and profits, as calculated under U.S. federal income tax principles. Such amount must be included without reduction for any foreign taxes withheld. Dividends paid by us will not be eligible for the dividends received deduction allowed to corporations with respect to dividends received from certain domestic corporations. Dividends paid by us may or may not be eligible for preferential rates applicable to qualified dividend income, as described below. In addition, certain non-corporate U.S. Holders may be subject to an additional 3.8% Medicare tax on dividend income whether or not it is "qualified dividend income." See "—Medicare Tax" below.

To the extent a distribution exceeds our current and accumulated earnings and profits, it will be treated first as a non-taxable return of capital to the extent of your adjusted tax basis in the common shares, and thereafter as capital gain. Preferential tax rates for long-term capital gain may be applicable to non-corporate U.S. Holders. In addition, certain non-corporate U.S. Holders may be subject to an additional 3.8% Medicare tax on capital gain. See "—Medicare Tax" below.

Qualified Dividend Income. With respect to non-corporate U.S. Holders (i.e., individuals, trusts, and estates), the maximum individual U.S. federal income tax rate applicable to "qualified dividend income" ("QDI") generally is 20%. Among other requirements, dividends will be treated as QDI if either (i) our common shares are readily tradable on an established securities market in the U.S., or (ii) we are eligible for the benefits of a comprehensive income tax treaty with the U.S. which includes an information exchange program and which is

determined to be satisfactory by the Secretary of the U.S. Treasury. The income tax treaty between the U.S. and Bermuda (the jurisdiction of our incorporation) does not qualify for these purposes. However, under current administrative guidance, our common shares are "readily tradable" on an established securities market as a result of being listed on the NYSE.

In addition, for dividends to be treated as QDI, we must not be a PFIC (as discussed below) for either the taxable year in which the dividend was paid or the preceding taxable year. We do not believe that we were a PFIC for our prior taxable year and we intend to conduct our business so that we should not be treated as a PFIC for our current taxable year or any future taxable year. However, because the PFIC determination is highly fact intensive and made at the end of each taxable year, it is possible that we may be a PFIC for the current or any future taxable year. Please see the discussion under "—Passive Foreign Investment Company" below. Additionally, in order to qualify for QDI treatment, you generally must have held the common shares for more than 60 days during the 121-day period beginning 60 days prior to the ex-dividend date. However, your holding period will be reduced for any period during which the risk of loss is diminished.

Since the QDI rules are complex, you should consult your own tax advisor regarding the availability of the preferential tax rates for dividends paid on common shares.

In-Kind Distributions. Generally, distributions to you of new common shares or rights to subscribe for new common shares that are received as part of a pro rata distribution to all of our shareholders will not be subject to U.S. federal income tax. The adjusted tax basis of the new common shares or rights so received will be determined by allocating your adjusted tax basis in the old common shares between the old common shares and the new common shares or rights received, based on their relative fair market values on the date of distribution. However, in the case of a distribution of rights to subscribe for common shares, the adjusted tax basis of the rights will be zero if the fair market value of the rights is less than 15% of the fair market value of the old common shares on the date of distribution and you do not make an election to determine the adjusted tax basis of the rights by allocation as described above. Your holding period for the new common shares or rights should include the holding period for the old common shares on which the distribution was made.

Foreign Tax Credits. Subject to certain conditions and limitations, any foreign taxes paid on or withheld from distributions from us and not refundable to you may be credited against your U.S. federal income tax liability or, alternatively, may be deducted from your taxable income. This election is made on a year-by-year basis and applies to all foreign taxes paid by you or withheld from you that year.

Distributions will constitute foreign source income for foreign tax credit limitation purposes. The foreign tax credit limitation is calculated separately with respect to two specific classes of income. For this purpose, distributions characterized as dividends distributed by us are expected to constitute "passive category income" or, in the case of certain U.S. Holders, "general category income." Special limitations may apply if a dividend is treated as QDI (as defined above).

Since the rules governing foreign tax credits are complex, you should consult your own tax advisor regarding the availability of foreign tax credits in your particular circumstances.

Dispositions of Common Shares

Subject to the discussion in "—Passive Foreign Investment Company" below, you will recognize taxable gain or loss on the sale or other taxable disposition of common shares equal to the difference between the U.S. dollar value of (i) the amount realized on the disposition (i.e., the amount of cash plus the fair market value of any property received), and (ii) your adjusted tax basis in the common shares. Such gain or loss will be capital gain or loss.

If you have held the common shares for more than one year at the time of disposition, such capital gain or loss will be long-term capital gain or loss. Preferential tax rates for long-term capital gain apply for non-corporate U.S. Holders. The maximum rate for individuals on net long-term capital gain is currently 20%. In the case of a

corporation, capital gains are taxed at the same rate as ordinary income, the maximum rate for which is currently 35%. If you have held the common shares for one year or less, such capital gain or loss will be short-term capital gain or loss taxable as ordinary income at your marginal income tax rate. The deductibility of capital losses is subject to limitations. In addition, certain U.S. persons, including individuals, estates and trusts, will be subject to an additional 3.8% Medicare tax on capital gain income. See "—Medicare Tax" below.

Any gain or loss recognized on the disposition of common shares is not expected to give rise to foreign source income for U.S. foreign tax credit purposes.

You should consult your own tax advisor regarding the U.S. federal income tax consequences if you receive currency other than U.S. dollars upon the disposition of common shares.

Passive Foreign Investment Company

We will be a PFIC under Section 1297 of the Code if, for a taxable year, either (a) 75% or more of our gross income for such taxable year is passive income (the "income test") or (b) 50% or more of the average percentage, generally determined by fair market value, of our assets during such taxable year either produce passive income or are held for the production of passive income (the "asset test"). "Passive income" includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. However, rents meeting certain requirements are treated as derived from the conduct of an active trade or business and are not treated as passive income.

Certain "look through" rules apply for purposes of the income and asset tests described above. If we own, directly or indirectly, 25% or more of the total value of the outstanding shares of another corporation, we will be treated as if we (a) held directly a proportionate share of the other corporation's assets, and (b) received directly a proportionate share of the other corporation's income. In addition, passive income does not include any interest, dividends, rents, or royalties that are received or accrued by us from a "related person" (as defined in Section 954(d)(3) of the Code), to the extent such items are properly allocable to income of such related person that is not passive income.

Under the income and asset tests, whether or not we are a PFIC will be determined annually based upon the composition of our income and the composition and valuation of our assets, all of which are subject to change. In analyzing whether we should be treated as a PFIC, we are relying on the amount and character of our projected revenues and the amount and character of our projected capital expenditures, the valuation of our assets, and our election to treat certain of our subsidiaries as disregarded entities for U.S. federal income tax purposes. If the amount and character of our actual revenues and capital expenditures do not match our projections, we may be a PFIC. In these calculations, we have valued our intangible assets based on our market capitalization, determined using the market price of our common shares. Such market price may fluctuate. If our market capitalization is less than anticipated or subsequently declines, this will decrease the value of our intangible assets and we may be a PFIC. Furthermore, we have made a number of assumptions regarding the value of our intangible assets. We believe our valuation approach is reasonable. However, it is possible that the IRS could challenge the valuation of our intangible assets, which may result in our being a PFIC.

We do not believe that we were a PFIC for our prior taxable year and we intend to conduct our business so that we should not be treated as a PFIC for our current taxable year or any future taxable year. However, because the PFIC determination is highly fact intensive and made at the end of each taxable year, it is possible that we may be a PFIC for the current or any future taxable year or that the IRS may challenge our determination concerning our PFIC status.

Default PFIC Rules under Section 1291 of the Code. If we are a PFIC, the U.S. federal income tax consequences to a U.S. Holder of an investment in common shares will depend on whether such U.S. Holder is permitted to make and makes (i) an election to treat us as a qualified electing fund ("QEF") under Section 1295 of the Code (a "QEF Election") or (ii) a mark-to-market election under Section 1296 of the Code (a "Mark-to-Market Election"). A U.S. Holder owning common shares while we were or are a PFIC that has not made either a

QEF Election or a Mark-to-Market Election will be referred to in this summary as a "Non-Electing U.S. Holder."

If you are a Non-Electing U.S. Holder, you will be subject to the default tax rules of Section 1291 of the Code with respect to:

- any "excess distribution" paid on common shares, which means the excess (if any) of the total distributions received by you during the current taxable year over 125% of the average distributions received by you during the three preceding taxable years (or during the portion of your holding period for the common shares prior to the current taxable year, if shorter); and
- any gain recognized on the sale or other taxable disposition (including a pledge) of common shares.

Under these default tax rules:

- any excess distribution or gain will be allocated ratably over your holding period for the common shares;
- the amount allocated to the current taxable year and any period prior to the first day of the first taxable year in which we were a PFIC will be treated as ordinary income in the current year;
- the amount allocated to each of the other years will be treated as ordinary income and taxed at the highest applicable tax rate in effect for that year; and
- the resulting tax liability from any such prior years will be subject to the interest charge applicable to underpayments of tax.

In addition, notwithstanding any election you may make, dividends that you receive from us will not be eligible for the preferential tax rates applicable to QDI (as discussed above in "—Distributions on Common Shares") if we are a PFIC either in the taxable year of the distribution or the preceding taxable year, but will instead be taxable at rates applicable to ordinary income.

Special rules for Non-Electing U.S. Holders will apply to determine U.S. foreign tax credits with respect to foreign taxes imposed on distributions on common shares.

If we are a PFIC for any taxable year during which you hold common shares, we will continue to be treated as a PFIC with respect to you for all succeeding years during which you hold common shares, regardless of whether we actually continue to be a PFIC.

QEF Election. We currently do not intend to prepare or provide you with certain tax information that would permit you to make a QEF Election to avoid the adverse tax consequences associated with owning PFIC stock.

Mark-to-Market Election. U.S. Holders may make a Mark-to-Market Election, but only if the common shares are marketable stock. The common shares will be "marketable stock" as long as they remain listed on the NYSE and are regularly traded. Shares are "regularly traded" for any calendar year during which it is traded (other than in *de minimis* quantities) on at least fifteen days during each calendar quarter. There can be no assurances, however, that our common shares will be treated, or continue to be treated, as regularly traded.

If you make a Mark-to-Market Election, you generally will not be subject to the default rules of Section 1291 of the Code discussed above. Rather, you will be required to recognize ordinary income for any increase in the fair market value of the common shares for each taxable year that we are a PFIC. You will also be allowed to deduct as an ordinary loss any decrease in the fair market value to the extent of net marked-to-market gain previously included in prior years. Your adjusted tax basis in the common shares will be adjusted to reflect the amount included or deducted.

The Mark-to-Market Election will be effective for the taxable year for which the election is made and all subsequent taxable years, unless the common shares cease to be marketable stock or the IRS consents to the revocation of the election. You should consult your own tax advisor regarding the availability of, and procedure for making, a Mark-to-Market Election.

Since the PFIC rules are complex, you should consult your own tax advisor regarding them and how they may affect the U.S. federal income tax consequences of an investment in common shares.

Medicare Tax

Certain U.S. persons, including individuals, estates and trusts, may be required to pay an additional 3.8% on, among other things, dividends and capital gains from the sale or disposition of Common Shares. For individuals, the additional Medicare tax applies to the lesser of (i) "net investment income" or (ii) the excess of "modified adjusted gross income" over $200,000 ($250,000 if married and filing jointly or $125,000 if married and filing separately). "Net investment income" generally equals the taxpayer's gross investment income reduced by the deductions that are allocable to such income. U.S. Holders likely will not be able to credit foreign taxes against the 3.8% Medicare tax. You should consult your tax advisors regarding the implications of the additional Medicare tax resulting from your ownership and disposition of our common shares.

Information Reporting and Backup Withholding

Information reporting requirements will apply to distributions on common shares or proceeds from the disposition of common shares paid within the U.S. (and, in certain cases, outside the U.S.) to a U.S. Holder unless such U.S. Holder is an exempt recipient, such as a corporation. Furthermore, backup withholding (currently at 28%) may apply to such amounts unless such U.S. Holder (i) is an exempt recipient that, if required, establishes its right to an exemption, or (ii) provides its taxpayer identification number, certifies that it is not currently subject to backup withholding, and complies with other applicable requirements. A U.S. Holder may avoid backup withholding if it furnishes a properly completed IRS Form W-9 and is able to make the required certifications.

Backup withholding is not an additional tax. Rather, amounts withheld under the backup withholding rules may be credited against your U.S. federal income tax liability. Furthermore, you may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS and furnishing any required information in a timely manner.

Information Reporting Regarding PFICs and Specified Foreign Financial Assets

If we are a PFIC, all U.S. Holders may be required to file annual tax returns (including on Form 8621) containing such information as the U.S. Treasury requires.

U.S. Holders who are individuals will be subject to reporting obligations with respect to their common shares if they do not hold their common shares in an account maintained by a financial institution and the aggregate value of their common shares and certain other "specified foreign financial assets" exceeds $50,000. Significant penalties can apply if a U.S. Holder is required to disclose its common shares under these rules and fails to do so.

In the event a U.S. Holder does not file the information reports described above relating to ownership of a PFIC or disclosure of specified foreign financial assets, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. holder for the related tax year will not close before such report is filed.

If you are a U.S. Holder, you are urged to consult with your own tax advisor regarding the application of the PFIC and specified foreign financial assets information reporting requirements and related statute of limitations tolling provisions with respect to our common shares.

Taxation of Non-U.S. Holders

Distributions on Common Shares

Subject to the discussion in "—Information Reporting and Backup Withholding" below, as a Non-U.S. Holder, you generally will not be subject to U.S. federal income tax, including withholding tax, on distributions received on common shares, unless the distributions are effectively connected with a trade or business that you conduct in the U.S. and (if an applicable income tax treaty so requires) attributable to a permanent establishment that you maintain in the U.S.

If distributions are effectively connected with a U.S. trade or business and (if applicable) attributable to a U.S. permanent establishment, you will be subject to tax on such distributions in the same manner as a U.S. Holder, as described in "Taxation of U.S. Holders—Distributions on Common Shares" above. In addition, any such distributions received by a corporate Non-U.S. Holder may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

Dispositions of Common Shares

Subject to the discussion in "—Information Reporting and Backup Withholding" below, as a Non-U.S. Holder, you generally will not be subject to U.S. federal income tax, including withholding tax, on any gain recognized on a sale or other taxable disposition of common shares, unless (i) the gain is effectively connected with a trade or business that you conduct in the U.S. and (if an applicable income tax treaty so requires) attributable to a permanent establishment that you maintain in the U.S., or (ii) you are an individual and are present in the U.S. for at least 183 days in the taxable year of the disposition, and certain other conditions are met.

If you meet the test in clause (i) above, you generally will be subject to tax on any gain that is effectively connected with your conduct of a trade or business in the U.S. in the same manner as a U.S. Holder, as described in "Taxation of U.S. Holders—Dispositions of Common Shares" above. Effectively connected gain realized by a corporate Non-U.S. Holder may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

If you meet the test in clause (ii) above, you generally will be subject to tax at a 30% rate on the amount by which your U.S. source capital gain exceeds your U.S. source capital loss during the taxable year.

Information Reporting and Backup Withholding

Payments to Non-U.S. Holders of distributions on, or proceeds from the disposition of, common shares are generally exempt from information reporting and backup withholding. However, a Non-U.S. Holder may be required to establish that exemption by providing certification of non-U.S. status on an appropriate IRS Form W-8.

Backup withholding is not an additional tax. Rather, amounts withheld under the backup withholding rules may be credited against your U.S. federal income tax liability. Furthermore, you may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS and furnishing any required information in a timely manner.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

Whenever a reference is made in this Annual Report on Form 20-F to any contract, agreement or other document, the reference may not be complete and you should refer to the copy of that contract, agreement or other document filed as an exhibit to one of our previous SEC filings. You can read our SEC filings over the Internet at the SEC's website at http://www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities at 100 F Street N.E., Washington, D.C. 20549. You may also obtain copies of these documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities. Copies of reports and other information may also be inspected in the offices of the NYSE, 20 Broad Street, New York, New York 10005.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of changes in value of a financial instrument, derivative or non-derivative, caused by fluctuations in foreign exchange rates and interest rates. Changes in these factors could cause fluctuations in our results of operations and cash flows. We are exposed to the market risks described below.

Foreign Exchange Rate Risk. Although we have significant foreign-based operations, the U.S. dollar is our primary operating currency. Thus, substantially all of our revenue and the majority of our expenses in 2015, 2014 and 2013 were denominated in U.S. dollars. During 2015, 2014 and 2013, 27%, 28% and 32%, respectively, of our direct container expenses were paid in up to 18 different foreign currencies, respectively. We do not hedge these container expenses as there are no significant payments made in any one foreign currency. Foreign exchange fluctuations did not materially impact our financial results in those periods.

Interest Rate Risk. We have entered into various interest rate swap, collar and cap agreements to mitigate our exposure associated with our variable rate debt. The swap agreements involve payments by us to counterparties at fixed rates in return for receipts based upon variable rates indexed to the London Inter Bank Offered Rate ("LIBOR"). The differentials between the fixed and variable rate payments under these agreements are recognized in realized losses on interest rate swaps, collars and caps, net in the consolidated statement of income.

As of December 31, 2015, 2014 and 2013, none of the derivative instruments we have entered into qualify for hedge accounting. The fair value of the derivative instruments is measured at each of these balance sheet dates and the change in fair value is recorded in the consolidated statements of comprehensive income as unrealized gains (losses) on interest rate swaps and caps, net.

We utilize a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs which are observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs which are inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly, which include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active; and Level 3 inputs which are unobservable inputs that reflect the reporting entity's own assumptions.

We use the exchange price notion, which is the price in an orderly transaction between market participants to sell an asset or transfer a liability in the market in which the reporting entity would transact for the asset or liability, that is, the principal or most advantageous market for the asset or liability. The transaction to sell the asset or transfer the liability is a hypothetical transaction at the measurement date, considered from the perspective of a market participant that holds the asset or owes the liability. Therefore, the definition focuses on the price that would be received to sell the asset or paid to transfer the liability (an exit price), not the price that would be paid to acquire the asset or received to assume the liability (an entry price).

Our liability valuation reflects our credit standing and the credit standing of the counterparties to the interest rate swaps and caps. The valuation technique we utilized to calculate the fair value of the interest rate swaps, collars and caps was the income approach. This approach represents the present value of future cash flows based upon current market expectations. The decrease in the interest rate swap agreements' net fair value liability during 2015 primarily reflects a decrease in long-term interest rates.

The notional amount of the interest rate swap agreements was $1,291,030 as of December 31, 2015, with expiration dates between February 2016 and July 2023. We receive fixed rates between 0.41% and 1.98% under the interest rate swap agreements. The net fair value liability of these agreements was $1,697 and $127 as of December 31, 2015 and 2014, respectively.

The notional amount of the interest rate collar agreements was $101,355 as of December 31, 2015, with expiration dates between April 2019 and June 2023. The net fair value liability of these agreements was $901 and $524 as of December 31, 2015 and 2014, respectively

The notional amount of the interest rate cap agreements was $457,000 as of December 31, 2015, with expiration dates between January 2016 and December 2016.

Based on the debt balances and derivative instruments as of December 31, 2015, it is estimated that a 1% increase in interest rates would result in a decrease in the fair value of interest rate swaps, collars and caps, net of $26,858, an increase in interest expense of $25,642 and a decrease in realized losses on interest rate swaps, collars and caps, net of $14,134.

Quantitative and Qualitative Disclosures About Credit Risk

We maintain detailed credit records about our container lessees. Our credit policy sets different maximum exposure limits for our container lessees. Credit criteria may include, but are not limited to, container lessee trade route, country, social and political climate, assessments of net worth, asset ownership, bank and trade credit references, credit bureau reports, including those from Dynamar B.V. or "Dynamar," and Lloyd's Marine Intelligence Unit (common credit reporting agencies used in the maritime sector), operational history and financial strength. We monitor our container lessees' performance and our lease exposures on an ongoing basis, and our credit management processes are aided by the long payment experience we have with most of our container lessees and our broad network of long-standing relationships in the shipping industry that provide current information about our container lessees. In managing this risk, we also make an allowance for doubtful accounts. The allowance for doubtful accounts is developed based on two key components:

- specific reserves for receivables which are impaired for which management believes full collection is doubtful; and
- reserves for estimated losses inherent in the receivables based upon historical trends.

As of December 31, 2015, approximately 97.2% of accounts receivable for our total fleet and 99.9% of the finance lease receivables were from container lessees and customers outside of the U.S. Customers in the PRC (including Hong Kong), France, Korea, Switzerland, Taiwan and Singapore accounted for approximately 15.9%, 12.2%, 11.6%, 11.5%, 11.1% and 11.0%, respectively, of our total fleet container leasing revenue for 2015. Customers in no other country accounted for greater than 10.0% of our total fleet container leasing revenue for the same period. Total fleet container leasing revenue differs from our reported container rental revenue in that

total fleet container leasing revenue comprises revenue earned from leases on containers in our total fleet, including revenue earned by our investors from leases on containers in our managed fleet, while our reported container revenue only comprises container leasing revenue associated with our owned fleet. We derive revenue with respect to container leasing revenue associated with our managed fleet from management fees based upon the operating performance of the managed containers.

Lease billings from our 20 largest container lessees represented $475,904, or 77.4% of our total owned and managed fleet container lease billings for 2015, with lease billings from our single largest container lessee accounting for $74,841, or 12.2% and another container lessee accounting for $72,882, or 11.9% of our owned and managed fleet container lease billings during such period. We had no other container lessees accounting for over 10% of our owned and managed fleet container lease billings in 2015.

An allowance for doubtful accounts of $14,053 has been established against receivables as of December 31, 2015 for our owned fleet. During 2015, receivable write-offs, net of recoveries, totaled $3,114 for our owned fleet.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

On October 15, 2007, we completed our initial public offering of our common shares at a price of $16.50 per share and listed our common shares on the New York Stock Exchange ("NYSE") under the symbol "TGH." We sold an aggregate of 9,000,000 of our common shares and generated proceeds of $138.0 million, after deducting underwriting discounts and other offering expenses. The managing underwriters of our initial public offering were Credit Suisse Securities (USA) LLC, Wachovia Capital Markets, LLC, Jefferies & Company, Inc., Piper Jaffray & Co. and Fortis Securities LLC. There have been no material modifications to the rights of our security holders and the use of proceeds from our initial public offering previously disclosed in our registration statement on Form F-1 (File No. 333-146304) filed by us in connection with our initial public offering.

On September 19, 2012, we completed an underwritten public offering of an aggregate of 8,625,000 of our common shares at a price of $31.50. We sold 6,125,000 new common shares, which were listed on the NYSE under the symbol "TGH" and Halco Holdings Inc. ("Halco") sold 2,500,000 of its existing common shares. We received $184.8 million after deducting underwriting discounts and other offering expenses. The managing underwriters of our public offering were Merril Lynch, Pierce, Fenner & Smith Incorporated, Wells Fargo Securities, LLC and Credit Suisse Securities (USA) LLC. There have been no material modifications to the rights of our security holders and the use of proceeds from our public offering previously disclosed in our registration statement on Form F-3 (File No. 333-171410) and related prospectus supplements filed by us in connection with our public offering.

ITEM 15. CONTROLS AND PROCEDURES

A. Disclosure Controls and Procedures

Textainer's Chief Executive Officer and Chief Financial Officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)) as of December 31, 2015, have concluded that, as of such date, our disclosure controls and procedures were effective.

Disclosure controls are controls and procedures designed to reasonably assure that information required to be disclosed in our reports filed under the Exchange Act, such as this Annual Report on Form 20-F, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls are also designed to reasonably assure that this information is accumulated and communicated to our management, including the Chief Executive Officer and the Chief Financial Officer, to allow timely decisions regarding required disclosure.

B. Management's Annual Report on Internal Control Over Financial Reporting

Textainer's management, with oversight by the Board of Directors, is responsible for establishing and maintaining adequate internal control over financial reporting. Textainer's internal control system was designed to provide reasonable assurance regarding the reliability of our financial reporting and the preparation and fair presentation of financial statements in accordance with generally accepted accounting principles in the United States.

Textainer's management assessed the effectiveness of our internal control over financial reporting as of December 31, 2015. In making this assessment, management used the criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, our management concluded that our internal control over financial reporting was effective as of December 31, 2015.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective may not prevent or detect misstatements and can provide only reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

C. Report of the Registered Public Accounting Firm

Our internal controls over financial reporting as of December 31, 2015 have been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report, which is included under Item 18, "*Financial Statements*" on page F-3 in this Annual Report on Form 20-F.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

In accordance with New York Stock Exchange ("NYSE") rules, we have an audit committee responsible for advising the board regarding the selection of independent auditors and evaluating our internal controls. As a foreign private issuer, we are not required to comply with NYSE requirements that our audit committee has a minimum of three members and that all of our audit committee members satisfy the NYSE's requirements for independence. Our audit committee has five members, Messrs. Shwiel (Lead Independent Director), Cottingham, Neil Jowell, McQueen and Hoelter. Messrs. Shwiel and Cottingham are voting members of the audit committee and are independent as that term is defined in Rule 10A-3 under the Exchange Act. The board affirmatively determined that Mr. Shwiel and Mr. Cottingham are audit committee financial experts. The other three members (Messrs. Hoelter, Neil Jowell and McQueen) are directors of Trencor and have no voting rights. Our board of directors has adopted an audit committee charter effective October 9, 2007.

ITEM 16B. CODE OF ETHICS

We have adopted the Textainer Group Holdings Limited Code of Business Conduct and Ethics (the "Code of Business Conduct and Ethics"), which covers members of our board of directors and all of our employees (including our principal executive officer, principal financial officer, principal accounting officer or controller, and persons performing similar functions).

The Code of Business Conduct and Ethics addresses, among other things, the following items:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely and understandable disclosure in reports and documents that we file with, or submit to, the Securities and Exchange Commission and in other public communications made by us;
- compliance with applicable governmental laws, rules and regulations;
- the prompt internal reporting of violations of the code to an appropriate person or persons identified in the code; and
- accountability for adherence to the code.

During 2015, no waivers or amendments were made to the Code of Business Conduct and Ethics for any of our directors or executive officers. We have posted the text of the Code of Business Conduct and Ethics on our website at www.textainer.com.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Our audit committee pre-approves all services provided by our principal accountants, KPMG LLP. All of the services and fees described below were reviewed and pre-approved by our audit committee. Our audit committee has delegated to the chairman of the audit committee certain limited authority to grant pre-approvals. These decisions to pre-approve a service must be presented to the full audit committee at its next scheduled meeting.

The following is a summary of the fees billed to us by our principal accountants for professional services rendered during 2015 and 2014:

Fee Category	2015 Fees	2014 Fees
Audit Fees	$1,826	$1,700
Audit-Related Fees	20	16
Tax Fees	5	3
All Other Fees	—	58
Total Fees	$1,851	$1,777

Audit Fees— Consists of fees billed for professional services rendered for the audit of our financial statements and services that are normally provided by our principal accountants in connection with statutory and regulatory filings or engagements.

Audit-Related Fees—Consists of fees for attestation related services other than those described above as Audit fees. Fees of $20 billed in both 2015 and 2014 relate to the performance of agreed upon procedures on certain specific lender requirements.

Tax Fees— Consists of fees billed for professional services for tax compliance, tax advice and tax planning.

All Other Fees— Consists of fees for product and services other than the services reported above.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

We rely on the exemption afforded by Rule 10A-3(b)(1)(iv)(D) under the Exchange Act. Three of the five members of our audit committee (Messrs. Hoelter, Neil Jowell and McQueen) are directors of Trencor, which, together with certain of its subsidiaries, are the discretionary beneficiaries of a trust that indirectly owns a majority of our common shares. Each of Messrs. Hoelter, Neil Jowell and McQueen is neither a voting member nor chairperson of our audit committee nor one of our executive officers. We believe that such reliance does not materially adversely affect the ability of the audit committee to act independently or to satisfy the other requirements of Rule 10A-3.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

None.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

None.

ITEM 16G. CORPORATE GOVERNANCE

Our corporate governance practices are in compliance with, and are not prohibited by, the laws of Bermuda. Therefore, we are exempt from many of the New York Stock Exchange's ("NYSE") corporate governance

practices, other than the establishment of a formal audit committee satisfying the requirements of Rule 10A-3 under the Exchange Act and notification of non-compliance with NYSE listing requirements pursuant to Rule 10A-3 promulgated under the Exchange Act. The practices that we follow in lieu of the NYSE's corporate governance rules are described below.

- We do not, and are not required under Bermuda law to, maintain a board of directors with a majority of independent directors. Currently, a majority of our directors are not independent, as that term is defined by the NYSE.
- We are not required by Bermuda law to hold regular meetings of the board of directors at which only independent directors are present.
- Mr. Shwiel serves as our lead independent director. The lead independent director is an independent director as defined by applicable NYSE rules and is elected annually by the independent directors of the board. The lead independent director is responsible for coordinating the activities of the independent directors and shall perform such other duties and responsibilities as the board may determine. In addition to the duties of all board members, the specific responsibilities of the lead independent director are as follows:
  - Act as the principal liaison between the independent directors of the board and the chairman of the board;
  - Develop the agenda for and preside at executive sessions of the board's independent directors when needed;
  - If requested by the chairman, approve with the chairman of the board the agenda for board and board committee meetings and the need for special meetings of the board, and service as deputy board chairman;
  - Advise the chairman of the board as to the quality, quantity and timeliness of the information submitted by the Company's management that is necessary or appropriate for the independent directors to effectively and responsibly perform their duties;
  - Recommend to the board the retention of advisors and consultants who report directly to the board;
  - Assist the board and Company officers in better ensuring compliance with and implementation of the Corporate Governance Guidelines;
  - Serve as chairman of the board when the chairman is not present; and
  - Serve as a liaison for consultation and communication with shareholders.
- Under Bermuda law, compensation of executive officers need not be determined by an independent committee. We have established a compensation committee that reviews and approves the compensation and benefits for our executive officers and other key executives, makes recommendations to the board regarding compensation matters and is responsible for awarding compensation to our executive officers and other employees under our share compensation plans. The committee also has the discretion to interpret and amend the terms of, and take all other actions necessary to administer, the 2007 Share Incentive Plan. However, our compensation committee is not comprised solely of independent directors, as required by NYSE standards. The members of our compensation committee are Messrs. Neil Jowell, Cottingham, Hoelter, Maccarone, Nurek and Shwiel. Messrs. Neil Jowell, Hoelter and Nurek are directors of Trencor. Messrs. Cottingham, Maccarone and Shwiel satisfy the NYSE's standards for director independence. Our board of directors has also adopted a compensation committee charter.
- We have established an audit committee responsible for (i) advising the board regarding the selection of independent auditors, (ii) overseeing the Company's accounting and financial reporting processes, (iii) evaluating our internal controls, and (iv) overseeing compliance with policies and legal requirements with respect to financial reporting. Our audit committee need not comply with the NYSE's requirements that the audit committee have a minimum of three members or the NYSE's standards of

independence for domestic issuers. Our audit committee has five members, Messrs. Neil Jowell, Cottingham, Hoelter, McQueen and Shwiel. Messrs. Cottingham and Shwiel are voting members of the committee and are independent as that term is defined in Rule 10A-3 under the Exchange Act. The other three members are directors of Trencor and have no voting rights. Our board of directors has also adopted an audit committee charter.

- We have established a nominating and governance committee, although this committee is not comprised solely of independent directors, as would be required of a domestic issuer. Our nominating and governance committee has five members, Messrs. Neil Jowell, Cottingham, Hoelter, Maccarone, Nurek and Shwiel. Messrs. Cottingham, Maccarone and Shwiel satisfy the NYSE's standards for director independence. Our board of directors has also adopted a nominating and governance committee charter.
- Under Bermuda law, we are not required to obtain shareholder consent prior to issuing securities or adopting share compensation plans. Nonetheless, we sought and received the approval of our shareholders for our 2007 Share Incentive Plan on September 4, 2007. We are also required under Bermuda law to obtain the consent of the Bermuda Monetary Authority for the issuance of securities in certain circumstances.
- Under Bermuda law, we are not required to adopt corporate governance guidelines or a code of business conduct. Nonetheless, we have adopted both corporate governance guidelines and a code of business conduct.
- As a foreign private issuer, we are not required to solicit proxies or provide proxy statements to the NYSE. However, we have provided a proxy statement to the NYSE and expect to continue to do so in the future.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have responded to Item 18 "Financial Statements."

ITEM 18. FINANCIAL STATEMENTS

Reference is made to pages F-1 through F-47 and is incorporated herein by reference.

ITEM 19. EXHIBITS

The exhibits filed as part of this Annual Report on Form 20-F are listed in the Exhibit Index.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

Textainer Group Holdings Limited

/S/ PHILIP K. BREWER
Philip K. Brewer
President and Chief Executive Officer

/S/ HILLIARD C. TERRY, III
Hilliard C. Terry, III
Executive Vice President and Chief Financial Officer

March 11, 2016

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

INDEX TO FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Textainer Group Holdings Limited:

We have audited the accompanying consolidated balance sheets of Textainer Group Holdings Limited and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015. In connection with our audits of the consolidated financial statements, we also have audited financial statement schedules I and II. These consolidated financial statements and financial statement schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedules based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Textainer Group Holdings Limited and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedules, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Textainer Group Holdings Limited and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated March 11, 2016 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ KPMG LLP
San Francisco, CA
March 11, 2016

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Textainer Group Holdings Limited:

We have audited Textainer Group Holdings Limited and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Textainer Group Holdings Limited and subsidiaries' management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting, appearing under Item 15. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Textainer Group Holdings Limited and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Textainer Group Holdings Limited and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, and the financial statement schedules I and II, and our report dated March 11, 2016 expressed an unqualified opinion on those consolidated financial statements and financial statement schedules.

/s/ KPMG LLP
San Francisco, CA
March 11, 2016

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income
Years ended December 31, 2015, 2014 and 2013
(All currency expressed in United States dollars in thousands, except per share amounts)

	2015	2014	2013
Revenues:			
Lease rental income	$510,466	$504,225	$468,732
Management fees	15,610	17,408	19,921
Trading container sales proceeds	12,670	27,989	12,980
Gains on sale of containers, net	3,454	13,469	27,340
Total revenues	542,200	563,091	528,973
Operating expenses:			
Direct container expense	47,342	47,446	43,062
Cost of trading containers sold	12,475	27,465	11,910
Depreciation expense	191,373	163,488	140,083
Container impairment	35,345	13,108	8,891
Amortization expense	4,741	4,010	4,226
General and administrative expense	27,645	25,778	24,922
Short-term incentive compensation expense	913	4,075	1,779
Long-term incentive compensation expense	7,040	6,639	4,961
Bad debt expense (recovery), net	5,028	(474)	8,084
Total operating expenses	331,902	291,535	247,918
Income from operations	210,298	271,556	281,055
Other (expense) income :			
Interest expense	(76,521)	(85,931)	(85,174)
Interest income	125	119	122
Realized losses on interest rate swaps, collars and caps, net	(12,823)	(10,293)	(8,409)
Unrealized (losses) gains on interest rate swaps, collars and caps, net	(1,947)	1,512	8,656
Other, net	26	23	(45)
Net other expense	(91,140)	(94,570)	(84,850)
Income before income tax and noncontrolling interests	119,158	176,986	196,205
Income tax (expense) benefit	(6,695)	18,068	(6,831)
Net income	112,463	195,054	189,374
Less: Net income attributable to the noncontrolling interests	(5,576)	(5,692)	(6,565)
Net income attributable to Textainer Group Holdings Limited common shareholders	$106,887	$189,362	$182,809
Net income attributable to Textainer Group Holdings Limited common shareholders per share:			
Basic	$ 1.88	$ 3.34	$ 3.25
Diluted	$ 1.87	$ 3.32	$ 3.21
Weighted average shares outstanding (in thousands):			
Basic	56,953	56,719	56,317
Diluted	57,093	57,079	56,862
Other comprehensive income:			
Foreign currency translation adjustments	(240)	(112)	(45)
Comprehensive income	112,223	194,942	189,329
Comprehensive income attributable to the noncontrolling interest	(5,576)	(5,692)	(6,565)
Comprehensive income attributable to Textainer Group Holdings Limited common shareholders	$106,647	$189,250	$182,764

See accompanying notes to consolidated financial statements.

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

Consolidated Balance Sheets
December 31, 2015 and 2014
(Unaudited)
(All currency expressed in United States dollars in thousands)

	2015	2014
Assets		
Current assets:		
Cash and cash equivalents	$ 115,594	$ 107,067
Accounts receivable, net of allowance for doubtful accounts of $14,053 and $12,139 in 2015 and 2014, respectively	88,370	91,866
Net investment in direct financing and sales-type leases	87,706	89,003
Trading containers	4,831	6,673
Containers held for sale	43,245	25,213
Prepaid expenses and other current assets	15,532	17,593
Insurance receivable	11,435	—
Deferred taxes	1,203	2,100
Due from affiliates, net	514	—
Total current assets	368,430	339,515
Restricted cash	33,917	60,310
Containers, net of accumulated depreciation of $810,393 and $671,291 at 2015 and 2014, respectively	3,698,011	3,629,882
Net investment in direct financing and sales-type leases	243,428	280,002
Fixed assets, net of accumulated depreciation of $9,836 and $9,139 at 2015 and 2014, respectively	1,663	1,385
Intangible assets, net of accumulated amortization of $35,709 and $30,968 at 2015 and 2014, respectively	20,250	24,991
Interest rate swaps, collars and caps	814	1,568
Other assets	19,741	21,324
Total assets	$4,386,254	$4,358,977
Liabilities and Equity		
Current liabilities:		
Accounts payable	$ 10,477	$ 5,652
Accrued expenses	6,816	11,935
Container contracts payable	41,356	63,323
Other liabilities	291	317
Due to owners, net	11,806	11,003
Term loan	31,600	31,600
Bonds payable	59,990	59,959
Total current liabilities	162,336	183,789
Revolving credit facilities	1,019,520	944,790
Secured debt facilities	1,069,500	1,017,100
Term loan	404,500	444,100
Bonds payable	438,438	498,428
Interest rate swaps, collars and caps	3,412	2,219
Income tax payable	8,678	7,696
Deferred taxes	10,420	5,675
Other liabilities	2,523	2,815
Total liabilities	3,119,327	3,106,612
Equity:		
Textainer Group Holdings Limited shareholders' equity:		
Common shares, $0.01 par value. Authorized 140,000,000 shares; 57,163,095 shares issued and 56,533,095 shares outstanding at 2015; 56,863,094 shares issued and outstanding at 2014	572	565
Additional paid-in capital	385,020	378,316
Treasury shares, at cost, 630,000 shares at 2015	(9,149)	—
Accumulated other comprehensive income	(283)	(43)
Retained earnings	826,515	813,707
Total Textainer Group Holdings Limited shareholders' equity	1,202,675	1,192,545
Noncontrolling interest	64,252	59,820
Total equity	1,266,927	1,252,365
Total liabilities and equity	$4,386,254	$4,358,977

See accompanying notes to consolidated financial statements.

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

Consolidated Statements of Shareholders' Equity

Years ended December 31, 2015, 2014 and 2013

(All currency expressed in United States dollars in thousands, except share amounts)

	Textainer Group Holdings Limited Shareholders' Equity									
	Common shares		Treasury shares							
	Shares	Amount	Shares	Amount	Additional paid-in capital	Accumulated other comprehensive income (loss)	Retained earnings	Total Textainer Group Holdings Limited shareholders' equity	Noncontrolling interest	Total equity
Balances, December 31, 2012	55,754,529	$ 558	—	$ —	$ 354,448	$ 114	$ 652,383	$ 1,007,503	$ 38,630	$1,046,133
Dividends to shareholders ($1.85 per common share)	—	—	—	—	—	—	(104,199)	(104,199)	—	(104,199)
Restricted share units vested	488,860	4	—	—	(4)	—	—	—	—	—
Exercise of share options	207,191	2	—	—	3,615	—	—	3,617	—	3,617
Long-term incentive compensation expense	—	—	—	—	5,694	—	—	5,694	—	5,694
Tax benefit from share options exercised and restricted share units vested	—	—	—	—	2,444	—	—	2,444	—	2,444
Capital contributions from noncontrolling interest	—	—	—	—	—	—	—	—	2,476	2,476
Comprehensive income:								—		—
Net income attributable to Textainer Group Holdings Limited common shareholders	—	—	—	—	—	—	182,809	182,809	—	182,809
Net income attributable to noncontrolling interests	—	—	—	—	—	—	—	—	6,565	6,565
Foreign currency translation adjustments	—	—	—	—	—	(45)	—	(45)	—	(45)
Total comprehensive income										189,329
Balances, December 31, 2013	56,450,580	564	—	—	366,197	69	730,993	1,097,823	47,671	1,145,494
Dividends to shareholders ($1.88 per common share)	—	—	—	—	—	—	(106,648)	(106,648)	—	(106,648)
Restricted share units vested	281,438	1	—	—	(1)	—	—	—	—	—
Exercise of share options	131,076	—	—	—	2,497	—	—	2,497	—	2,497
Long-term incentive compensation expense	—	—	—	—	7,499	—	—	7,499	—	7,499
Tax benefit from share options exercised and restricted share units vested	—	—	—	—	2,124	—	—	2,124	—	— 2,124
Capital contributions from noncontrolling interest	—	—	—	—	—	—	—	—	6,457	6,457
Comprehensive income:										—
Net income attributable to Textainer Group Holdings Limited common shareholders	—	—	—	—	—	—	189,362	189,362	—	189,362
Net income attributable to noncontrolling interests	—	—	—	—	—	—	—	—	5,692	5,692
Foreign currency translation adjustments	—	—	—	—	—	(112)	—	(112)	—	(112)
Total comprehensive income										194,942
Balances, December 31, 2014	56,863,094	565	—	—	378,316	(43)	813,707	1,192,545	59,820	1,252,365
Dividends to shareholders ($1.65 per common share)	—	—	—	—	—	—	(94,079)	(94,079)	—	(94,079)
Dividends paid to noncontrolling interest	—	—	—	—	—	—	—	—	(2,994)	(2,994)
Purchase of treasury shares	—	—	(630,000)	(9,149)	—	—	—	(9,149)	—	(9,149)
Restricted share units vested	272,945	7	—	—	(7)	—	—	—	—	—
Exercise of share options	27,056	—	—	—	301	—	—	301	—	301
Long-term incentive compensation expense	—	—	—	—	7,743	—	—	7,743	—	7,743
Net tax benefit from share options exercised and restricted share units vested	—	—	—	—	(1,333)	—	—	(1,333)	—	(1,333)
Capital contributions from noncontrolling interest	—	—	—	—	—	—	—	—	1,850	1,850
Comprehensive income:										—
Net income attributable to Textainer Group Holdings Limited common shareholders	—	—	—	—	—	—	106,887	106,887	—	106,887
Net income attributable to noncontrolling interests	—	—	—	—	—	—	—	—	5,576	5,576
Foreign currency translation adjustments	—	—	—	—	—	(240)	—	(240)	—	(240)
Total comprehensive income										112,223
Balances, December 31, 2015	57,163,095	$ 572	(630,000)	$ (9,149)	$ 385,020	$ (283)	$ 826,515	$ 1,202,675	$ 64,252	$1,266,927

See accompanying notes to consolidated financial statements.

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

Consolidated Statements of Cash Flows
Years ended December 31, 2015, 2014 and 2013
(All currency expressed in United States dollars in thousands)

	2015	2014	2013
Cash flows from operating activities:			
Net income	$ 112,463	$ 195,054	$ 189,374
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation expense	191,373	163,488	140,083
Container impairment	35,345	13,108	8,891
Bad debt expense (recovery), net	5,028	(474)	8,084
Unrealized losses (gains) on interest rate swaps, collars and caps, net	1,947	(1,512)	(8,656)
Amortization of debt issuance costs and accretion of bond discount	7,887	17,144	11,587
Amortization of intangible assets	4,741	4,010	4,226
Amortization of deferred revenue	—	—	(1,001)
Gains on sale of containers, net	(3,454)	(13,469)	(27,340)
Share-based compensation expense	7,743	7,499	5,694
Decrease (increase) in:			
Accounts receivable, net	(1,532)	575	(5,949)
Trading containers, net	1,842	6,336	(5,713)
Prepaid expenses and other current assets	(3,873)	(12,240)	(4,692)
Insurance receivable	(1,685)	—	—
Due from affiliates, net	(525)	—	4,377
Other assets	5,754	8,196	(3,852)
Increase (decrease) in:			
Accounts payable	4,825	(2,434)	3,635
Accrued expenses	(5,108)	2,097	(4,491)
Deferred revenue and other liabilities	(318)	(345)	(413)
Due to owners, net	803	(1,772)	(443)
Long-term income tax payable	982	(8,354)	(11,530)
Deferred taxes, net	5,642	(14,100)	14,758
Total adjustments	257,417	167,753	127,255
Net cash provided by operating activities	369,880	362,807	316,629
Cash flows from investing activities:			
Purchase of containers and fixed assets	(533,306)	(818,451)	(765,418)
Proceeds from sale of containers and fixed assets	129,452	141,181	123,738
Receipt of payments on direct financing and sales-type leases, net of income earned	100,305	78,173	57,200
Net cash used in investing activities	(303,549)	(599,097)	(584,480)
Cash flows from financing activities:			
Proceeds from revolving credit facilities	406,177	393,251	447,138
Principal payments on revolving credit facilities	(331,447)	(308,937)	(136,573)
Proceeds from secured debt facilities	160,000	470,500	249,600
Principal payments on secured debt facilities	(107,600)	(262,000)	(315,000)
Proceeds from term loan	—	500,000	—
Principal payments on term loan	(39,600)	(24,300)	—
Proceeds from bonds payable	—	301,298	299,359
Principal payments on bonds payable	(60,230)	(741,405)	(139,022)
Decrease (increase) in restricted cash	26,393	2,850	(8,215)
Purchase of treasury shares	(9,149)	—	—
Debt issuance costs	(5,853)	(12,441)	(13,633)
Issuance of common shares upon exercise of share options	301	2,497	3,617
Net tax benefit from share-based compensation awards	(1,333)	2,124	2,444
Capital contributions from noncontrolling interest	1,850	6,457	2,476
Dividends paid to noncontrolling interests	(2,994)	—	—
Dividends paid to shareholders	(94,079)	(106,648)	(104,199)
Net cash (used in) provided by financing activities	(57,564)	223,246	287,992
Effect of exchange rate changes	(240)	(112)	(45)
Net increase (decrease) in cash and cash equivalents	8,527	(13,156)	20,096
Cash and cash equivalents, beginning of the year	107,067	120,223	100,127
Cash and cash equivalents, end of the year	$ 115,594	$ 107,067	$ 120,223
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest and realized losses on interest rate swaps, collars and caps, net	$ 82,577	$ 79,536	$ 81,440
Net income taxes paid	$ 941	$ 2,045	$ 1,454
Supplemental disclosures of noncash investing activities:			
(Decrease) increase in accrued container purchases	$ (21,967)	$ 40,504	$ (64,889)
Containers placed in direct financing and sales-type leases	$ 71,499	$ 164,218	$ 121,152

See accompanying notes to consolidated financial statements.

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

(a) Nature of Operations

Textainer Group Holdings Limited ("TGH") is incorporated in Bermuda. TGH is the holding company of a group of corporations, Textainer Group Holdings Limited and subsidiaries (collectively, the "Company"), involved in the purchase, management, leasing and resale of a fleet of marine cargo containers. The Company manages and provides administrative support to the affiliated and unaffiliated owners (the "Owners") of the containers and structures and manages container leasing investment programs.

The Company conducts its business activities in three main areas: Container Ownership, Container Management and Container Resale. These activities are described below (also see Note 12 "Segment Information").

On October 29, 2015, TGH's board of directors approved a share repurchase program of up to $100,000 of the Company's common shares. Under the program, the Company may purchase its common shares from time to time in the open market, in privately negotiated transactions or by establishing a trading plan under Rule 10b5-1 of the Securities Exchange Act of 1934 to facilitate purchases of its common shares. During 2015, TGH repurchased 630,000 shares at an average price of $14.52 for a total amount of $9,149.

Container Ownership

The Company's containers consist primarily of standard dry freight containers, but also include special-purpose containers. These containers were financed through retained earnings; revolving credit facilities, secured debt facilities and a term loan provided by banks; bonds payable to investors; and a public offering of TGH's common shares. Expenses related to lease rental income include direct container expenses, depreciation expense and interest expense.

Container Management

The Company manages, on a worldwide basis, a fleet of containers for and on behalf of the Owners.

All rental operations are conducted worldwide in the name of the Company who, as agent for the Owners, acquires and sells containers, enters into leasing agreements and depot service agreements, bills and collects lease rentals from the lessees, disburses funds to depots for container handling, and remits net amounts, less management fees and commissions, to the Owners. Revenues, customer accounts receivable, fixed assets, depreciation and other operating expenses, and vendor payables arising from direct container operations of the managed portion of the Owners' fleet have been excluded from the Company's financial statements.

Management fees are typically a percentage of net operating income of each Owner's fleet and consist of fees earned by the Company for services related to the management of the containers, sales commissions and net acquisition fees earned on the acquisition of containers. Expenses related to the provision of management services include general and administrative expense, short-term and long-term incentive compensation expense and amortization expense.

Container Resale

The Company buys and subsequently resells used containers (trading containers) from third parties. Container sales revenue represents the proceeds on the sale of containers purchased for resale. Cost of containers sold represents the cost of equipment purchased for resale that were sold as well as the related selling costs. The Company earns sales commissions related to the sale of the containers that it manages.

(b) Principles of Consolidation and Variable Interest Entity

The consolidated financial statements of the Company include TGH and all of its subsidiaries. All material intercompany balances have been eliminated in consolidation.

On December 20, 2012, the Company's wholly-owned subsidiary, Textainer Limited ("TL"), purchased 50.1% of the outstanding common shares of TAP Funding Ltd. ("TAP Funding") (a Bermuda company) from TAP Ltd. ("TAP"). Both before and after this purchase, TAP Funding leases containers to lessees under operating, direct financing and sales-type leases. TAP is governed by members and management agreements and the Company's wholly-owned subsidiary, Textainer Equipment Management Limited ("TEML"), manages all of TAP Funding's containers, making day-to-day decisions regarding the marketing, servicing and design of TAP Funding's leases. TL's purchase of a majority ownership of TAP Funding's common shares allowed the Company to increase the size of its owned fleet at an attractive price. Under TAP Funding's members agreement, TL owns 50.1% and TAP owns 49.9% of the common shares of TAP Funding. As common shareholders, TL has two voting rights and TAP has one voting right of TAP Funding, with the exception of certain matters such as bankruptcy proceedings and the incurrence of debt and mergers and consolidations, which require unanimity. TL also has two seats and TAP has one seat on TAP Funding's board of directors. In addition, TL has an option to purchase the remaining outstanding common shares of TAP Funding held by TAP during the period beginning January 1, 2019 and through December 1, 2020 for a purchase price equal to the equity carrying value of TAP Funding plus 6% of TAP's percentage ownership interest in TAP Funding minus the sum of any and all U.S. federal, state and local taxes of any nature that would be recognized by TL if TAP Funding was liquidated by TL immediately after TL purchased its shares.

Subsequent to TL's purchase of a majority ownership of TAP Funding's common shares, the Company includes TAP Funding's financial statements in its consolidated financial statements. TAP Funding's profits and losses are allocated to TL and TAP on the same basis as their ownership percentages. The equity owned by TAP in TAP Funding is shown as a noncontrolling interest on the Company's consolidated balance sheets and the net income attributable to the noncontrolling interest's operations is shown as net income attributable to the noncontrolling interests on the Company's consolidated statements of comprehensive income.

The Company has a joint venture, TW Container Leasing, Ltd. ("TW") (a Bermuda company), between TL and Wells Fargo Container Corp. ("WFC"). The purpose of TW is to lease containers to lessees under direct financing leases. TW is governed by members, credit and management agreements. Under the members agreement, TL owns 25% and WFC owns 75% of the common shares and related voting rights of TW. TL also has two seats and WFC has six seats on TW's board of directors, with each seat having equal voting rights, provided, however, that the approval of at least one TL-appointed director is required for any action of the board of directors. Under a credit agreement with Wells Fargo

Bank, N.A. ("WFB"), TW maintains a revolving credit facility with an aggregate commitment of up to $300,000 for the origination of direct financing leases to finance up to 90% of the book value of TW's net investment in direct financing leases (see Note 11 "Secured Debt Facilities, Revolving Credit Facilities, Term Loan and Bonds Payable, and Derivative Instruments"). Both WFC and WFB are directly and indirectly wholly-owned subsidiaries of Wells Fargo and Company. The remaining cost of originating direct financing leases will be provided in the form of capital contributions from TL and WFC, split 25% and 75%, respectively. Under the management agreement, TEML manages all of TW's containers, making day-to-day decisions regarding the marketing, servicing and design of TW's direct financing leases.

Based on the combined design and provisions of TW's members, credit and management agreements, the Company has determined that TW is a variable interest entity ("VIE") and that the Company is the primary beneficiary of TW by its equity ownership in the entity and by virtue of its role as manager of the vehicle. An entity is the primary beneficiary of a VIE if it meets both of the following criteria:

- The power to direct the activities of a VIE that most significantly impact the VIE's economic performance; and
- The obligation to absorb losses of the VIE or the right to receive benefits from the VIE that could be potentially significant to the VIE.

Accordingly, the Company includes TW's financial statements in its consolidated financial statements. TW's profits and losses are allocated to TL and WFC on the same basis as their ownership percentages. The equity owned by WFC in TW is shown as a noncontrolling interest on the Company's consolidated balance sheets and the net income attributable to the noncontrolling interest's operations is shown as net income attributable to noncontrolling interests on the Company's consolidated statements of comprehensive income.

The majority of the container equipment included in the accompanying consolidated financial statements is owned by TL, Textainer Marine Containers II Limited ("TMCL II") and Textainer Marine Containers III Limited ("TMCL III"), all Bermuda companies and all of which were wholly-owned subsidiaries of the Company as of December 31, 2015 and 2014.

(c) Cash and Cash Equivalents and Restricted Cash

Cash and cash equivalents are comprised of interest-bearing deposits or money market securities with original maturities of three months or less. The Company maintains cash and cash equivalents and restricted cash (see Note 13 "Commitments and Contingencies—Restricted Cash") with various financial institutions. These financial institutions are located in Bermuda, Canada, Hong Kong, Malaysia, Singapore, the United Kingdom and the United States. A significant portion of the Company's cash and cash equivalents and restricted cash is maintained with a small number of banks and, accordingly, the Company is exposed to the credit risk of these counterparties in respect of the Company's cash and cash equivalents and restricted cash. Furthermore, the deposits maintained at some of these financial institutions exceed the amount of insurance provided on the deposits. Restricted cash is excluded from cash and cash equivalents and is included in long-term assets.

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(d) Intangible Assets

Intangible assets, consisting primarily of exclusive rights to manage container fleets, are amortized over the expected life of the contracts based on forecasted income to the Company. The contract terms range from 11 to 13 years. The Company reviews its intangible assets for impairment if events and circumstances indicate that the carrying amount of the intangible assets may not be recoverable. The Company compares the carrying value of the intangible assets to expected future undiscounted cash flows for the purpose of assessing the recoverability of the recorded amounts. If the carrying amount exceeds expected undiscounted cash flows, the intangible assets shall be reduced to their fair value.

(e) Lease Rental Income

Leasing income arises principally from the renting of containers owned by the Company to various international shipping lines. Revenue is recorded when earned according to the terms of the container rental contracts. These contracts are typically for terms of three to five years, but can vary from one to eight years, and are generally classified as operating leases.

Under long-term lease agreements, containers are usually leased from the Company for periods of three to five years. Such leases are generally cancelable with a penalty at the end of each 12-month period. Under master lease agreements, the lessee is not committed to leasing a minimum number of containers from the Company during the lease term and may generally return the containers to the Company at any time, subject to certain restrictions in the lease agreement. Under long-term lease and master lease agreements, revenue is earned and recognized evenly over the period that the equipment is on lease. Under direct financing and sales-type leases, the containers are usually leased from the Company for the remainder of the container's useful life with a bargain purchase option at the end of the lease term. Revenue is earned and recognized on direct financing leases over the lease terms so as to produce a constant periodic rate of return on the net investment in the leases. Under sales-type leases, a gain or loss is recognized at the inception of the leases by subtracting the book value of the containers from the estimated fair value of the containers and the remaining revenue is earned and recognized over the lease terms so as to produce a constant periodic rate of return on the net investment in the leases.

The Company's container leases generally do not include step-rent provisions, nor do they depend on indices or rates. The Company recognizes revenue on container leases that include lease concessions in the form of free-rent periods using the straight-line method over the minimum terms of the leases.

The following is a schedule, by year, of future minimum lease payments receivable under the long-term leases as of December 31, 2015:

Year ending December 31:	
2016	$293,429
2017	210,752
2018	148,712
2019	93,523
2020 and thereafter	96,360
Total future minimum lease payments receivable	$842,776

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The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its lessees to make required payments. These allowances are based on management's current assessment of the financial condition of the Company's lessees and their ability to make their required payments. If the financial condition of the Company's lessees deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required.

(f) Direct Container Expense

Direct container expense represents the operating costs arising from the containers owned by the Company and includes storage, handling, maintenance, Damage Protection Plan ("DPP") repair, agent and insurance expense.

(g) Containers Held for Resale

The Company, through one or more of its subsidiaries, buys trading containers for resale, which are valued at the lower of cost or market value. The cost of trading containers sold is specifically identified.

(h) Foreign Currencies

A functional currency is determined for each of the entities within the Company based on the currency of the primary economic environment in which the entity operates. The Company's functional currency, excluding its foreign subsidiaries, is the U.S. dollar. Assets and liabilities denominated in a currency other than the entity's functional currency are re-measured into its functional currency at the balance sheet date with a gain or loss recognized in current year net income. Foreign currency exchange gains and losses that arise from exchange rate changes on transactions denominated in a foreign currency are recognized in net income as incurred. Foreign currency exchange gains, reported in direct container expense in the consolidated statements of comprehensive income were $221, $67, and $75 for the years ended December 31, 2015, 2014 and 2013, respectively. For consolidation purposes, the financial statements are translated into U.S. dollars using the current exchange rate for the assets and liabilities and a weighted average exchange rate for the revenues and expenses recorded during the year with any translation adjustment shown as an element of accumulated other comprehensive income.

(i) Containers and Fixed Assets

Capitalized container costs include the container cost payable to the manufacturer and the associated transportation costs incurred in moving the containers from the manufacturer to the containers' first destined port. Containers purchased new are depreciated using the straight-line method over their estimated useful lives to an estimated dollar residual value. The Company estimates the useful lives of its containers to be as follows:

Container type	Estimated useful life (years)
Non-refrigerated containers other than open top and flat rack containers	13
Refrigerated containers	12
Tanks	20
Open top and flat rack containers	14

Containers purchased used are depreciated based upon their remaining useful lives at the date of acquisition to an estimated dollar residual value. The Company evaluates the estimated residual values and remaining estimated useful lives on an ongoing basis. The Company has experienced a significant decrease in container resale prices as a result of the decreased cost of new containers. Based on this extended period of lower realized container resale prices, the Company decreased the estimated future residual value of its 40' high cube containers from $1,650 per container to $1,450 per container used in the calculation of depreciation expense, effective July 1, 2015. The effect of this change was an increase in depreciation expense of $10,519 for the year ended December 31, 2015, of which $931 was a one-time charge for containers that were fully depreciated to the previous residual value. Depreciation expense may fluctuate in future periods based on fluctuations in these estimates.

Fixed assets are recorded at cost and depreciated on a straight-line basis over the estimated useful lives of the assets, ranging from three to seven years.

The Company reviews its containers and fixed assets for impairment whenever events or circumstances indicate that the carrying amount of such assets may not be recoverable. The Company compares the carrying value of the containers to the expected future undiscounted cash flows for the purpose of assessing the recoverability of the recorded amounts. If the carrying value exceeds expected future undiscounted cash flows, the assets are reduced to fair value. In addition, containers identified as being available for sale are valued at the lower of carrying value or fair value, less costs to sell.

The Company has evaluated the recoverability of the recorded amount of container rental equipment at December 31, 2015 and 2014. During the years ended December 31, 2015 and 2014, container impairment included $697 and $1,651, respectively, for containers that were unlikely recoverable from lessees in default. The Company also recorded an impairment net of estimated insurance proceeds of $1,968 for the year ended December 31, 2015 for containers on operating and direct financing leases that were deemed unlikely recoverable from a customer that became insolvent during 2015 (see Note 2 "Insurance Receivable and Impairment").

During the years ended December 31, 2015, 2014 and 2013, the Company recorded impairments of $32,680, $11,457 and $4,214, which are included in container impairment in the consolidated statements of comprehensive income, to write-down the carrying value of 97,506, 35,953 and 13,226 containers identified for sale, respectively, to their estimated fair value. The fair value was estimated based on recent gross sales proceeds for sales of similar containers. When containers are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized. At December 31, 2015 and 2014, the carrying value of 38,983 and 9,452 containers identified for sale were net of impairment charges of $15,858 and $3,892, respectively. The carrying value of these containers identified for sale amounted to $32,153 and $10,606 as of December 31, 2015 and 2014, respectively, and is included in containers held for sale in the consolidated balance sheets.

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During the years ended December 31, 2015, 2014 and 2013, the Company recorded the following net gains on sales of containers, included in gains on sale of containers, net in the consolidated statements of comprehensive income:

	2015		2014		2013	
	Units	Amount	Units	Amount	Units	Amount
Gains on sale of previously written down containers, net	65,786	$2,336	30,686	$ 3,657	9,431	$ 2,954
Gains on sale of containers not written down, net	45,777	1,118	66,877	9,812	64,553	24,386
Gains on sales of containers, net	111,563	$3,454	97,563	$13,469	73,984	$27,340

If other containers are subsequently identified as available for sale, the Company may incur additional write-downs or may incur losses on the sale of these containers if they are sold. The Company will continue to evaluate the recoverability of recorded amounts of containers and a write-down of certain containers held for continued use and/or an increase in its depreciation rate may be required in future periods for some or all containers.

(j) Income Taxes

The Company uses the asset and liability method to account for income taxes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in the tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is recorded when the realization of a deferred tax asset is deemed to be unlikely.

The Company also accounts for income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in the recognition or measurement are reflected in the period in which the change in judgment occurs. If there are findings in future regulatory examinations of the Company's tax returns, those findings may result in an adjustment to income tax expense.

The Company records interest and penalties related to unrecognized tax benefits in income tax expense.

(k) Maintenance and Repair Expense and Damage Protection Plan

The Company's leases generally require the lessee to pay for any damage to the container beyond normal wear and tear at the end of the lease term. The Company offers a DPP to certain lessees of its containers. Under the terms of the DPP, the Company charges lessees an additional amount primarily on a daily basis and the lessees are no longer obligated for certain future repair costs for containers subject to the DPP. It is the Company's policy to recognize these revenues as earned on a daily basis

over the related term of its leases. The Company has not recognized revenue and related expense for customers who are billed at the end of their lease terms under the DPP. Based on past history, there is uncertainty as to collectability of these amounts from lessees who are billed at the end of their lease terms because the amounts due under the DPP are typically re-negotiated at the end of the lease terms or the lease terms are extended. The Company uses the direct expense method of accounting for maintenance and repairs.

(l) Debt Issuance Costs

The Company capitalizes costs directly associated with the issuance or modification of its debt in prepaid expenses and other current assets and other assets in the consolidated balance sheets. Debt issuance costs are amortized using the interest rate method over the general terms of the related debt and the amortization is recorded in the consolidated statements of comprehensive income as interest expense. In 2015, 2014 and 2013, debt issuance costs of $5,853, $12,490 and $13,633, respectively, were capitalized and amortization of debt issuance costs of $7,158, $10,044 and $10,612, respectively, were recorded in interest expense. When the Company's debt is modified or terminated, any unamortized debt issuance costs related to a decrease in borrowing capacity under any of the Company's lenders is immediately written-off and recorded in interest expense. In 2015, interest expense included $160 and $298 of write-offs of unamortized debt issuance costs related to the amendment of TL's revolving credit facility and the amendment of the Company's wholly-owned subsidiary, Textainer Marine Containers IV Limited's ("TMCL IV") (a Bermuda company), secured debt facility, respectively. In 2014, interest expense included $390 and $6,424 of write-offs of unamortized debt issuance costs related to the amendment of TMCL II's secured debt facility and the redemption of the Company's wholly-owned subsidiary, Textainer Marine Containers Limited's ("TMCL") (a Bermuda Company) 2005-1 Bonds, 2011-1 Bonds and 2012-2 Bonds, respectively, (see Note 11 "Secured Debt Facilities, Revolving Debt Facilities, Term Loan and Bonds Payable, and Derivative Instruments"). In 2013, interest expense included $650 and $245 of write-offs of unamortized debt issuance costs related to the termination of TAP Funding's revolving credit facility and the amendment of TMCL II's secured debt facility, respectively.

(m) Concentrations

Although substantially all of the Company's income from operations is derived from assets employed in foreign countries, virtually all of this income is denominated in U.S. dollars. The Company does pay some of its expenses in various foreign currencies. During 2015, 2014 and 2013, $12,700 or 27%, $13,442 or 28%, and $13,925 or 32%, respectively, of the Company's direct container expenses were paid in up to 18 different foreign currencies. In accordance with its policy, the Company does not hedge these container expenses as there are no significant payments made in any one foreign currency.

The Company's customers are mainly international shipping lines, which transport goods on international trade routes. Once the containers are on-hire with a lessee, the Company does not track their location. The domicile of the lessee is not indicative of where the lessee is transporting the containers. The Company's business risk in its foreign concentrations lies with the creditworthiness of the lessees rather than the geographic location of the containers or the domicile of the lessees. The Company's largest lessee (CMA-CGM S.A.) accounted for 11.1%, 10.6% and 10.5% of the Company's lease rental income during 2015, 2014 and 2013, respectively. The Company's second

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largest lessee (Mediterranean Shipping Co. S.A.), accounted for 10.5%, 9.8% and 9.6% of the Company's lease rental income during 2015, 2014 and 2013, respectively. The Company had no other single lessees that accounted for greater than 10% of the Company's lease rental income for each of those years. CMA-CGM S.A. accounted for 9.3% of the Company's gross accounts receivable as of December 31, 2015 and 2014, and Mediterranean Shipping Co. S.A. accounted for 9.7% and 8.9% of the Company's gross accounts receivable as of December 31, 2015 and 2014, respectively.

Total fleet lease rental income differs from reported lease rental income in that total fleet lease rental income comprises revenue earned from leases on containers in the Company's total fleet, including revenue earned by the Owners from leases on containers in its managed fleet, while the Company's reported lease rental income only comprises income associated with its owned fleet. The Company's largest customer (CMA-CGM S.A.) represented approximately $74.8 million or 12.2%, $72.8 million or 11.8% and $72.6 million or 12.0% of the Company's total fleet leasing billings in 2015, 2014 and 2013, respectively. The Company has another customer (Mediterranean Shipping Company S.A.) that represented $72.9 million or 11.9%, $69.2 million or 11.2% and $64.3 million or 10.6% of the Company's total fleet lease billings in 2015, 2014 and 2013, respectively. The Company had no other customer that individually accounted for over 10% of the lease billings of the Company's total fleet in 2015, 2014 and 2013. The Company currently has containers on-hire to approximately 360 customers. The Company's customers are mainly international shipping lines, but the Company also leases containers to freight forwarding companies and the U.S. military. The Company's five largest customers accounted for approximately 40.3%, 38.2% and 38.0% of the Company's total fleet leasing billings in 2015, 2014 and 2013, respectively. During 2015, 2014 and 2013, revenue from the Company's 20 largest container lessees by lease billings represented 77.4%, 74.7% and 72.1% of the Company's total fleet container lease billings, respectively. A default by any of these major customers could have a material adverse impact on the Company's business, results from operations and financial condition.

As of December 31, 2015 and 2014, approximately 97.2% and 95.5%, respectively, of the Company' accounts receivable for its total fleet were from container lessees and customers outside of the U.S. As of December 31, 2015 and 2014, approximately 99.9% and 99.7%, respectively, of the Company's finance lease receivables for its total fleet were from container lessees and customers outside of the U.S. Except for the countries outside of the U.S. noted in the table below, customers in no other single country made up greater than 10% of the Company's total fleet container lease billings during 2015, 2014 and 2013.

Country	2015	2014	2013
People's Republic of China	15.9%	16.5%	22.8%
France	12.2%	11.8%	12.1%
Korea	11.6%	11.5%	10.0%
Switzerland	11.5%	10.8%	10.2%
Taiwan	11.1%	10.1%	n/a
Singapore	11.0%	10.6%	n/a

(n) Derivative Instruments

The Company has entered into various interest rate swap, collar and cap agreements to mitigate its exposure associated with its variable rate debt. The swap agreements involve payments by the

Company to counterparties at fixed rates in return for receipts based upon variable rates indexed to the London Inter Bank Offered Rate ("LIBOR"). The differentials between the fixed and variable rate payments under these agreements are recognized in realized losses on interest rate swaps, collars and caps, net in the consolidated statements of comprehensive income.

As of the balance sheet dates, none of the derivative instruments are designated by the Company for hedge accounting. The fair value of the derivative instruments is measured at each balance sheet date and the change in fair value is recorded in the consolidated statements of comprehensive income as unrealized (losses) gains on interest rate swaps, collars and caps, net.

(o) Share Options and Restricted Share Units

The Company estimates the fair value of all employee share options awarded under its 2015 Share Incentive Plan (the "2015 Plan"), amended and restated from the 2007 Share Incentive Plan (the "2007 Plan") on May 21, 2015, on the grant date. The value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service periods in the Company's consolidated statements of comprehensive income as part of long-term incentive compensation expense.

The Company uses the Black-Scholes-Merton ("Black-Scholes") option-pricing model to determine the estimated fair value for employee share option awards. The Company uses the fair market value of the Company's common shares on the grant date, discounted for estimated dividends that will not be received by the employees during the vesting period, for determining the estimated fair value for employee restricted share units. Compensation expense for employee share awards is recognized on a straight-line basis over the vesting period of the award. Share-based compensation expense of $7,743, $7,499 and $5,694 was recorded as a part of long-term incentive compensation during 2015, 2014 and 2013, respectively, for share options and restricted share units awarded to employees under the 2015 Plan.

(p) Comprehensive Income

The Company discloses the effect of its foreign currency translation adjustment as a component of other comprehensive income in the Company's consolidated statements of comprehensive income.

(q) Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's management evaluates its estimates on an ongoing basis, including those related to the container rental equipment, intangible assets, accounts receivable, income taxes, and accruals.

These estimates are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments regarding the carrying values of assets and liabilities. Actual results could differ from those estimates under different assumptions or conditions.

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(r) Net income attributable to Textainer Group Holdings Limited common shareholders per share

Basic earnings per share ("EPS") is computed by dividing net income attributable to Textainer Group Holdings Limited common shareholders by the weighted average number of shares outstanding during the applicable period. Diluted EPS reflects the potential dilution that could occur if all outstanding share options were exercised for, and all restricted share units were converted into, common shares. During 2015, 2014 and 2013, 798,078, 244,971 and 38,130 share options were excluded, respectively from the computation of diluted earnings per share because they were anti-dilutive under the treasury stock method. During 2015, 360,248 restricted share units were excluded from the computation of diluted earnings per share because they were anti-dilutive under the treasury stock method. There was no restricted share unit excluded during 2014 and 2013. A reconciliation of the numerator and denominator of basic EPS with that of diluted EPS during 2015, 2014 and 2013 is presented as follows:

Share amounts in thousands	2015	2014	2013
Numerator:			
Net income attributable to Textainer Group Holdings Limited common shareholders	$106,887	$189,362	$182,809
Denominator:			
Weighted average common shares outstanding—basic	56,953	56,719	56,317
Dilutive share options and restricted share units	140	360	545
Weighted average common shares outstanding—diluted	$ 57,093	$ 57,079	$ 56,862
Net income attributable to Textainer Group Holdings Limited common shareholders per common share			
Basic	$ 1.88	$ 3.34	$ 3.25
Diluted	$ 1.87	$ 3.32	$ 3.21

(s) Fair value measurements

The Company utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those levels:

- Level 1: Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices which are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs that reflect the reporting entity's own assumptions.

The Company uses the exchange price notion, which is the price in an orderly transaction between market participants to sell an asset or transfer a liability in the market in which the reporting entity would transact for the asset or liability, that is, the principal or most advantageous market for the asset or liability. The transaction to sell the asset or transfer the liability is a hypothetical transaction at the measurement date, considered from the perspective of a market participant that holds the asset or owes the liability. Therefore, the definition focuses on the price that would be received to sell the asset or paid to transfer the liability (an exit price), not the price that would be paid to acquire the asset or received to assume the liability (an entry price).

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The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis as of December 31, 2015 and 2014:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
December 31, 2015			
Assets			
Interest rate swaps, collars and caps	$ —	$ 814	$ —
Total	$ —	$ 814	$ —
Liabilities			
Interest rate swaps, collars and caps	$ —	$ 3,412	$ —
Total	$ —	$ 3,412	$ —
December 31, 2014			
Assets			
Interest rate swaps, collars and caps	$ —	$ 1,568	$ —
Total	$ —	$ 1,568	$ —
Liabilities			
Interest rate swaps, collars and caps	$ —	$ 2,219	$ —
Total	$ —	$ 2,219	$ —

The following table summarizes the Company's assets measured at fair value on a non-recurring basis as of December 31, 2015 and 2014:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Years Ended December 31, 2015 and 2014 Total Impairments(2)
December 31, 2015				
Assets				
Containers held for sale(1)	$ —	$ 32,153	$ —	$ 32,680
Total	$ —	$ 32,153	$ —	$ 32,680
December 31, 2014				
Assets				
Containers held for sale(1)	$ —	$ 10,606	$ —	$ 11,457
Total	$ —	$ 10,606	$ —	$ 11,457

(1) Represents the carrying value of containers included in containers held for sale in the consolidated balance sheets that have been impaired to write down the value of the containers to their estimated fair value less cost to sell.
(2) Included in container impairment in the accompanying consolidated statements of income.

When the Company is required to write down the cost basis of its containers identified for sale to fair value less cost to sell, the Company measures the fair value of its containers identified for sale under a Level 2 input. The Company relies on its recent sales prices for identical or similar assets in markets, by geography, that are active. The Company records impairments to write down the value of containers identified for sale to their estimated fair value less cost to sell.

The Company measures the fair value of its $1,849,385 notional amount of interest rate swaps, collars and caps under a Level 2 input. The valuation also reflects the credit standing of the Company and the counterparties to the interest rate swaps, collars and caps. The valuation technique utilized by the Company to calculate the fair value of the interest rate swaps, collars and caps is the income approach. This approach represents the present value of future cash flows based upon current market expectations. The Company's interest rate swap, collar and cap agreements had net fair value asset and liability of $814 and $3,412, respectively, as of December 31, 2015 and a fair value asset and liability of $1,568 and $2,219, respectively, as of December 31, 2014. The credit valuation adjustment was determined to be $97 and $102 (both of which were additions to the net liabilities) as of December 31, 2015 and 2014, respectively. The change in fair value during 2015, 2014 and 2013 of ($1,947), $1,512 and $8,656, respectively, was recorded in the consolidated statements of comprehensive income as unrealized (losses) gains on interest rate swaps, collars and caps, net.

The Company calculates the fair value of financial instruments and includes this additional information in the notes to the consolidated financial statements when the fair value is different from the book value of those financial instruments. The Company's financial instruments include cash and cash equivalents, restricted cash, accounts receivable and payable, net investment in direct financing and sales-type leases, due from affiliates, net, container contracts payable, due to owners, net, debt and interest rate swaps, collars and caps. At December 31, 2015 and 2014, the fair value of the Company's financial instruments approximates the related book value of such instruments except that, the fair value of net investment in direct financing and sales-type leases (including the short-term balance) was approximately $317,602 and $354,443 at December 31, 2015 and 2014, respectively, compared to book values of $331,134 and $369,005 at December 31, 2015 and 2014, respectively, and the fair value of long-term debt (including current maturities) based on the borrowing rates available to the Company was approximately $3,016,301 and $2,998,220 at December 31, 2015 and 2014, respectively, compared to book values of $3,023,548 and $2,995,977 at December 31, 2015 and 2014, respectively.

(t) Recently Issued Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* ("ASU 2014-09"). This new standard will replace all current U.S. GAAP guidance on this topic and eliminate industry-specific guidance. Leasing revenue recognition is specifically excluded from ASU 2014-09, and therefore, the new standard will only apply to sales of equipment portfolios and dispositions of used equipment. The topic was amended in August 2015 to defer the effective date to interim and annual periods beginning after December 15, 2017, with early application permitted only as of annual reporting periods

beginning after December 15, 2016, including interim reporting periods within that reporting period. The Company does not expect the adoption of ASU 2014-09 to have a material impact on its consolidated financial statements.

In April 2015, the FASB issued Accounting Standards Update No. 2015-03, *Interest-Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs (Subtopic 835-30)* ("ASU 2015-03"). This amendment intends to simplify the presentation of debt issuance costs and more closely align the presentation of debt issuance costs under U.S. GAAP with the presentation under comparable International Financial Reporting Standards. The cost of issuing debt will no longer be recorded as a separate asset, except when incurred before receipt of the funding from the associated debt liability. Debt issuance costs will be presented as a direct deduction from the carrying value of the associated debt, consistent with the existing presentation of a debt discount. Before the FASB issued this simplification, debt issuance costs were capitalized as an asset (i.e., prepaid expenses and other current assets and other assets). The costs will continue to be amortized to interest expense using the effective interest method. In August 2015, the FASB issued Accounting Standards Update No. 2015-15 ("ASU 2015-15") to clarify the exclusion of line-of-credit arrangements from scope of ASU 2015-03. Debt issuance costs related to line-of-credit arrangements can be deferred and presented as an asset that is subsequently amortized over the time of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. ASU 2015-03, which is required to be applied retrospectively, is effective for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. The adoption of this amendment will result in a reclassification of debt issuance costs associated with the Company's long-term debt from prepaid expenses and other current assets and other assets to short-term and long-term debt in the Company's condensed consolidated balance sheets.

In November 2015, the FASB issued Accounting Standards Update No. 2015-17, *Income Taxes (Topic 740)* ("ASU 2015-17"). This amendment intends to simplify the presentation of deferred income taxes under U.S. GAAP with the presentation under comparable International Financial Reporting Standards. The deferred income tax liabilities and assets, with any related valuation allowance, will be offset and presented as a single noncurrent amount in a classified statement of financial position. An entity shall not offset deferred tax liabilities and assets attributable to different tax-paying components of the entity or to different tax jurisdictions. ASU 2015-17, with early application permitted and may be applied either prospectively or retrospectively to all periods presented, is effective for fiscal years beginning after December 15, 2016, and interim periods within those fiscal years. The adoption of this amendment will result in a reclassification of the Company's deferred taxes assets to be presented net against the deferred taxes liabilities in the Company's condensed consolidated balance sheets.

In January 2016, the FASB issued Accounting Standards Update No. 2016-01, *Financial Instruments—Overall (Subtopic 825-10)* ("ASU 2016-01"). This amendment intends to improve the recognition and measurement of financial instruments under U.S. GAAP. The exit price notion will be used to measure the fair value of the financial instruments of public business entities that are required to disclose the fair value of financial instruments measured at amortized cost on their balance sheets. This amendment also requires separate presentation of financial assets and financial liabilities by measurement category and form of financial asset on the balance sheet or in the accompany notes to the financial statements. ASU 2016-01 is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption of ASU 2016-01 is not permitted. The Company is evaluating the potential impact of the adoption of ASU 2016-01 on its consolidated financial statements.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). ASU 2016-02 will replace all current U.S. GAAP guidance on this topic. Under ASU 2016-02, lessors will account for leases using an approach that is substantially equivalent to existing U.S. GAAP for sales-type leases, direct financing leases and operating leases and lessors should be precluded from recognizing selling profit and revenue at lease commencement for a lease that does not transfer control of the underlying asset to the lessees. A dual approach is to be applied for lessee accounting with lease classification determined in accordance with the principles in existing lease requirements. A lessee would account for most existing capital leases as finance leases, recognizing amortization of the right-of-use asset separately from interest on the lease liability, and most existing operating leases as operating leases, recognizing a single total lease expense. Both finance leases and operating leases result in the lessee recognizing a right-of-use asset and a lease liability on balance sheet, with an exception for leases that commence at or near the end of the underlying asset's economic life. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years and with early application permitted. The Company is evaluating the potential impact of the adoption of ASU 2016-02 on its consolidated financial statements.

(2) Insurance Receivable and Impairment

In August 2015, one of the Company's customers became insolvent and containers on operating and direct financing leases to the customer were deemed unlikely recoverable. The Company maintains insurance to cover the value of containers that are unlikely recoverable from its customers, the cost to recover containers and up to 180 days of lost lease rental income. Accordingly, during the year ended 2015, an impairment was recorded to write off containers, net and net investment in direct financing and sales-type leases with book values of $8,815 and $2,903, respectively, and an insurance receivable of $11,435 was recorded for $8,796 of estimated proceeds for containers unlikely recoverable, $1,685 of recovery costs recorded as a reduction to direct container expense and $955 of lost lease rental income recorded as reduction to container impairment. The impairment net of estimated insurance proceeds of $1,968 was recorded in container impairment in the condensed consolidated statements of comprehensive income for the year ended 2015. In addition, bad debt expense of $2,574 was recorded in the condensed consolidated statements of comprehensive income for the year ended 2015 to fully reserve for the customer's outstanding accounts receivable.

(3) Bankruptcy Settlement

In July 2014, the Company reached a settlement for outstanding claims it had in bankruptcy proceedings with one of its Korean lessees for amounts past due on billings to that lessee. The Company had previously reserved for all outstanding billings from this customer. The settlement amount was paid for in the stock of and a note payable from the newly organized, post-bankruptcy lessee. The Company negotiated the sale of its rights to the stock and note payable for cash, which was completed on August 21, 2014 for $9,926, $7,855 of which was be attributable to the Company's owned fleet. Accordingly, a bad debt recovery of $4,958 was recognized for billings included in the Company's allowance for doubtful accounts and lease rental income of $2,620 and gain on sale of containers, net of $277 were recognized for billings that were not previously recognized by the Company during 2014.

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(4) Container Purchases

In 2014, the Company concluded five separate purchases totaling approximately 33,400 containers that it had been managing for institutional investors, including related net investment in direct financing and sales-type leases, for total purchase consideration of $48,244 (consisting of cash of $48,088 and elimination of the Company's intangible asset for the management rights relinquished of $156. The total purchase price, which was allocated based on the fair value of the assets and liabilities acquired, was recorded as follows:

Containers, net	$ 45,927
Net investment in direct financing and sales-type leases	2,317
	$ 48,244

(5) Transactions with Affiliates and Owners

Amounts due from affiliates, net generally result from cash advances and the payment of affiliated companies' administrative expenses by the Company on behalf of such affiliates. Balances are generally paid within 30 days.

Management fees, including acquisition fees and sales commissions during 2015, 2014 and 2013 were as follows:

	2015	2014	2013
Fees from affiliated Owner	$ 3,542	$ 4,000	$ 4,410
Fees from unaffiliated Owners	10,252	11,289	13,447
Fees from Owners	13,794	15,289	17,857
Other fees	1,816	2,119	2,064
Total management fees	$15,610	$17,408	$19,921

Due to owners, net represents lease rentals collected on behalf of and payable to Owners, net of direct expenses and management fees receivable. Due to owners, net at December 31, 2015 and 2014 consisted of the following:

	2015	2014
Affiliated Owner	$ 1,881	$ 897
Unaffiliated Owners	9,925	10,106
Total due to Owners, net	$11,806	$11,003

(6) Direct Financing and Sales-type Leases

The Company leases containers under direct financing and sales-type leases. The Company had 165,255 and 174,271 containers under direct financing and sales-type leases as of December 31, 2015 and 2014, respectively.

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The components of the net investment in direct financing and sales-type leases, which are reported in the Company's Container Ownership segment as of December 31, 2015 and 2014 were as follows:

	2015	2014
Future minimum lease payments receivable	$372,644	$422,451
Residual value of containers	7,460	8,650
Less unearned income	(48,970)	(62,096)
Net investment in direct financing and sales-type leases	$331,134	$369,005
Amounts due within one year	$ 87,706	$ 89,003
Amounts due beyond one year	243,428	280,002
Net investment in direct financing and sales-type leases	$331,134	$369,005

The carrying value of TW's net investment in direct financing and sales-type leases was $181,870 and $160,182 at December 31, 2015 and 2014, respectively.

The Company maintains detailed credit records about its container lessees. The Company's credit policy sets different maximum exposure limits for its container lessees. The Company uses various credit criteria to set maximum exposure limits rather than a standardized internal credit rating. Credit criteria used by the Company to set maximum exposure limits may include, but are not limited to, container lessee trade route, country, social and political climate, assessments of net worth, asset ownership, bank and trade credit references, credit bureau reports, including those from Dynamar B.V. and Lloyd's Marine Intelligence Unit (common credit reporting agencies used in the maritime sector), operational history and financial strength. The Company monitors its container lessees' performance and its lease exposures on an ongoing basis, and its credit management processes are aided by the long payment experience the Company has had with most of its container lessees and the Company's broad network of long-standing relationships in the shipping industry that provide the Company current information about its container lessees.

If the aging of current billings for the Company's direct financing and sales-type leases included in accounts receivable, net were applied to the related balances of the unbilled future minimum lease payments receivable component of the Company's net investment in direct finance leases and sales-type leases as of December 31, 2015, the aging would be as follows:

1-30 days past due	$ 133,891
31-60 days past due	5,621
61-90 days past due	—
Greater than 90 days past due	6,800
Total past due	146,312
Current	226,332
Total future minimum lease payments	$ 372,644

The Company maintains allowances, if necessary, for doubtful accounts and estimated losses resulting from the inability of its lessees to make required payments under direct financing and sales-type leases based on, but not limited to, each lessee's payment history, management's current assessment of each lessee's financial condition and the adequacy of the fair value of containers that collateralize the leases compared to the book value of the related net investment in direct financing and sales-type leases. The

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changes in the carrying amount of the allowance for doubtful accounts related to billed amounts under direct financing and sales-type leases and included in accounts receivable, net, during the years ended December 31, 2015 and 2014 are as follows:

Balance as of December 31, 2013	$ 613
Additions charged to expense	530
Write-offs	—
Balance as of December 31, 2014	1,143
Additions charged to expense	2,745
Write-offs	(5)
Balance as of December 31, 2015	$3,883

The following is a schedule by year of future minimum lease payments receivable under these direct financing and sales-type leases as of December 31, 2015:

Year ending December 31:	
2016	$106,813
2017	106,142
2018	56,651
2019	38,318
2020 and thereafter	64,720
Total future minimum lease payments receivable	$372,644

Lease rental income includes income earned from direct financing and sales-type leases in the amount of $24,553, $24,136 and $21,438 during 2015, 2014 and 2013, respectively.

(7) Containers and Fixed Assets

Containers, net at December 31, 2015 and 2014 consisted of the following:

	2015	2014
Containers	$4,508,404	$4,301,173
Less accumulated depreciation	(810,393)	(671,291)
Containers, net	$3,698,011	$3,629,882

Trading containers had carrying values of $4,831 and $6,673 as of December 31, 2015 and 2014, respectively, and are not subject to depreciation. Containers held for sale had carrying values of $43,245 and $25,213 as of December 31, 2015 and 2014, respectively, and are also not subject to depreciation. All owned containers are pledged as collateral for debt as of December 31, 2015 and 2014.

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Fixed assets, net at December 31, 2015 and 2014 consisted of the following:

	2015	2014
Computer equipment and software	$ 8,230	$ 7,255
Office furniture and equipment	1,456	1,429
Automobiles	41	43
Leasehold improvements	1,772	1,797
	11,499	10,524
Less accumulated depreciation	(9,836)	(9,139)
Fixed assets, net	$ 1,663	$ 1,385

(8) Intangible Assets

The changes in the carrying amount of intangible assets during the years ended December 31, 2015, 2014 and 2013 are as follows:

Balance as of December 31, 2012	$ 33,383
Amortization expense	(4,226)
Balance as of December 31, 2013	29,157
Amortization expense	(4,010)
Reduction arising from the relinquishment of management rights from the purchase of containers from institutional investors	(156)
Balance as of December 31, 2014	24,991
Amortization expense	(4,741)
Balance as of December 31, 2015	$ 20,250

The following is a schedule, by year, of future amortization of intangible assets as of December 31, 2015:

Year ending December 31:	
2016	$ 5,507
2017	5,422
2018	4,673
2019	3,179
2020 and thereafter	1,469
Total future amortization of intangible assets	$20,250

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(9) Accrued Expenses

Accrued expenses at December 31, 2015 and 2014 consisted of the following:

	2015	2014
Accrued compensation	$1,608	$ 4,462
Direct container expense	1,040	2,077
Interest payable	2,844	3,964
Other	1,324	1,432
Total accrued expenses	$6,816	$11,935

(10) Income Taxes

The Company is not subject to taxation in its country of incorporation; however, the Company is subject to taxation in certain other jurisdictions due to the nature of the Company's operations. The Company estimates its tax liability based upon its understanding of the tax laws of the various countries in which it operates. Income tax expense (benefit) for 2015, 2014 and 2013 consisted of the following:

	2015	2014	2013
Current			
Bermuda	$ —	$ —	$ —
Foreign	3,648	(17,251)	8,571
	3,648	(17,251)	8,571
Deferred			
Bermuda	—	—	—
Foreign	3,047	(817)	(1,740)
	3,047	(817)	(1,740)
	$6,695	$(18,068)	$ 6,831

The components of income before income taxes and noncontrolling interest were as follows:

	2015	2014	2013
Bermuda sources	$ —	$ —	$ —
Foreign sources	119,158	176,986	196,205
	$119,158	$176,986	$196,205

A reconciliation of the differences between the Bermuda statutory income tax rate and the effective tax rate as provided in the consolidated statements of comprehensive income is as follows:

	2015	2014	2013
Bermuda tax rate	0.00%	0.00%	0.00%
Foreign tax rate	3.65%	1.53%	0.92%
Tax uncertainties		-	
	1.97%	11.74%	2.56%
		-	
	5.62%	10.21%	3.48%

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The tax effects of temporary differences that give rise to significant portions of the current and non-current deferred tax assets and deferred tax liabilities at December 31, 2015 and 2014 are presented below:

	2015	2014
Current deferred tax assets		
Other	$ 1,203	$ 2,100
Current deferred tax assets	1,203	2,100
Non-current deferred tax assets		
Net operating loss carryforwards	21,595	18,128
Other	1,384	1,833
	22,979	19,961
Valuation allowance (net operating loss)	(678)	—
Non-current deferred tax assets, net	22,301	19,961
Non-current deferred tax liabilities		
Containers, net	31,816	24,910
Other	905	726
Non-current deferred tax liabilities	32,721	25,636
Net deferred tax liability	$ 9,217	$ 3,575

In assessing the extent to which deferred tax assets are realizable, the Company's management considers whether it is more likely than not that the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. The Company's management considers the projected future reversal of taxable temporary items for making this assessment. Based upon the projections for the reversal of taxable temporary items over the periods in which the deferred tax assets are deductible, the Company's management believes it is more likely than not the Company will not realize a portion of the benefits of these deductible differences, thus a valuation allowance has been provided.

The Company has net operating loss carry-forwards of $76,734 that will begin to expire from December 31, 2018 through December 31, 2035 if not utilized. The Company expects to utilize the net operating loss carry-forwards prior to their expiration, net of the valuation allowance.

The accompanying consolidated financial statements do not reflect the income taxes that would be payable to foreign taxing jurisdictions if the earnings of a group of corporations operating in those jurisdictions were to be transferred out of such jurisdictions, because such earnings are intended to be permanently reinvested in those countries. At December 31, 2015, cumulative earnings of approximately $34,585 would be subject to income taxes of approximately $10,376 if such earnings of foreign corporations were transferred out of such jurisdictions in the form of dividends.

The Company's foreign tax returns, including the United States, State of California, State of New Jersey, State of Texas, Malaysia, Singapore, and United Kingdom, are subject to examination by the various tax authorities. The Company's foreign tax returns are no longer subject to examinations by taxing authorities for years before 2011, except for its United Kingdom tax returns which are no longer subject to examinations for years before 2009.

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In November 2012, the Company received notification from the IRS that the 2010 United States tax return for TGH had been selected for examination. On March 5, 2014, the IRS issued a letter indicating that it had completed its examination of TGH's tax return for 2010 and would make no changes to the return as filed. As a result of this, the Company recognized a discrete benefit during 2014 of $22,408 for the re-measurement of its unrecognized tax benefits for the impacted years.

A reconciliation of the beginning and ending unrecognized tax benefit amounts for 2015 and 2014 are as follows:

Balance at December 31, 2013	$ 29,683
Increases related to prior year tax positions	—
Decreases related to prior year tax positions	(15,139)
Increases related to current year tax positions	2,383
Settlements	(6,644)
Lapse of statute of limitations	(484)
Balance at December 31, 2014	9,799
Increases related to prior year tax positions	36
Decreases related to prior year tax positions	—
Increases related to current year tax positions	2,798
Settlements	—
Lapse of statute of limitations	(568)
Balance at December 31, 2015	$ 12,065

If the unrecognized tax benefits of $12,065 at December 31, 2015 were recognized, tax benefits in the amount of $11,894 would reduce our annual effective tax rate. The Company believes the total amount of unrecognized tax benefit as of December 31, 2015 will decrease by $776 in the next twelve months due to expiration of the statute of limitations, of which $713 would reduce our annual effective tax rate.

Interest and penalty expense (benefit) recorded during 2015, 2014 and 2013 amounted to $70, ($729) and $376, respectively. Total accrued interest and penalties as of December 31, 2015 and 2014 were $645 and $575, respectively, and were included in non-current income taxes payable.

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(11) Secured Debt Facilities, Revolving Credit Facilities, Term Loan and Bonds Payable, and Derivative Instruments

The following represents the Company's debt obligations as of December 31, 2015 and 2014:

	2015	2014
Secured Debt Facilities, Revolving Credit Facilities, Term Loan and Bonds Payable		
TMCL II Secured Debt Facility, weighted average variable interest at 2.03% and 1.86% at December 31, 2015 and 2014, respectively	$ 892,100	$ 852,100
TMCL IV Secured Debt Facility, weighted average variable interest at 2.35% and 2.42% at December 31, 2015 and 2014, respectively	177,400	165,000
TL Revolving Credit Facility, weighted average variable interest at 1.67% and 1.73% at December 31, 2015 and 2014, respectively	574,000	684,500
TL Revolving Credit Facility II, weighted average variable interest at 1.57% at December 31, 2015	160,000	—
TW Revolving Credit Facility, weighted average variable interest at 2.24% and 2.16% at December 31, 2015 and 2014, respectively	156,020	134,290
TAP Funding Revolving Credit Facility, weighted average variable interest at 2.08% and 1.91% at December 31, 2015 and 2014, respectively	129,500	126,000
TL Term Loan, weighted average variable interest rate at 2.11% and 1.76% at December 31, 2015 and 2014, respectively	436,100	475,700
2013-1 Bonds, fixed interest at 3.90%	232,271	262,109
2014-1 Bonds, fixed interest at 3.27%	266,157	296,278
Total debt obligations	$3,023,548	$2,995,977
Amount due within one year	$ 91,590	$ 91,559
Amounts due beyond one year	$2,931,958	$2,904,418

Secured Debt Facilities

***TMCL II*—**In May 2012, TMCL II entered into a securitization facility (the "TMCL II Secured Debt Facility") that provides for an aggregate commitment amount of up to $1,200,000 and requires principal payments on any payment date for the outstanding loan principal amount that exceeds the borrowing base on such payment date. The interest rate on the TMCL II Secured Debt Facility, payable monthly in arrears, was LIBOR plus 1.95% during the revolving period prior to its Conversion Date (May 7, 2015). The TMCL II Secured Debt Facility would partially amortize over a five year period and then mature if it was not renewed by its Conversion Date. There was also a commitment fee of 0.50% (if the aggregate principal balance is less than 50% of the commitment amount) and 0.375% (if the aggregate principal balance is equal to or greater than 50% of the commitment amount) on the unused portion of the TMCL II Secured Debt Facility, which was payable in arrears.

On September 15, 2014, TMCL II entered into an amendment of the TMCL II Secured Debt Facility which extended the Conversion Date to September 15, 2017 and lowered the interest rate to one-month LIBOR plus 1.70%, payable in arrears, during the revolving period prior to the Conversion Date. If the TMCL II Secured Debt Facility is not renewed by the conversion Date, it will partially amortize over a four-year period and then mature. The amendment also lowered the commitment fee to 0.45% (if the aggregate principal balance is less than 50% of the commitment amount) and 0.365% (if the aggregate principal

balance is equal to or greater than 50% of the commitment amount) on the unused portion of the TMCL II Secured Debt Facility, which is payable in arrears. Overdue payments of principal and interest accrue interest at a rate of 2.0% above the interest rate ordinarily applicable to such amounts. The amendment also replaced the borrowing capacity of one of the TMCL II Secured Debt Facility lenders with the commitment allocated to five existing lenders and, accordingly, the Company wrote-off $390 of unamortized debt issuance costs in September 2014.

TMCL IV—In August 2013, TMCL IV entered into a securitization facility (the "TMCL IV Secured Debt Facility") that provides for an aggregate commitment amount of up to $300,000 and requires principal payments on any payment date for the outstanding loan principal amount that exceeds the borrowing base on such payment date. Prior to its amendment on February 4, 2015, the interest rate on the TMCL IV Secured Debt Facility, payable monthly in arrears, was LIBOR plus 2.25% from its inception until its Conversion Date (August 5, 2015). There was also a commitment fee, which was payable monthly in arrears, of 0.70% on the unused portion of the TMCL IV Secured Debt Facility if total borrowings under the TMCL IV Secured Debt Facility were less than 50% of the total commitment and a designated bank's commitment was more than $150,000; otherwise, the commitment fee was 0.50%.

On February 4, 2015, TMCL IV entered into an amendment of the TMCL IV Secured Debt Facility which extended the Conversion Date to February 2, 2018, lowered the interest rate to LIBOR plus 1.95%, payable monthly in arrears, during the revolving period prior to the Conversion Date. The amendment also lowered the commitment fee, which is payable monthly in arrears, to 0.485% on the unused portion of the TMCL IV Secured Debt Facility if total borrowings under the TMCL IV Secured Debt Facility are less than 50% of the total commitment; otherwise, the commitment fee is 0.40%. The amendment also replaced the borrowing capacity of one of the TMCL IV Secured Debt Facility lenders with the commitment allocated to two new lenders and, accordingly, the Company wrote-off $298 of unamortized debt issuance costs in February 2015.

On December 22, 2015, TMCL IV entered into an amendment of the TMCL IV Secured Debt Facility which lowered the requirement of certain containers sales proceeds ratio from 100% to 90%.

Under the terms of the TMCL II Secured Debt Facility and TMCL IV Secured Debt Facility, the total outstanding principal of each of these two programs may not exceed an amount (the "Asset Base"), which is calculated by a formula based on TMCL II and TMCL IV's book value of equipment, restricted cash and direct financing and sales-type leases as specified in each of the relevant secured debt facility indentures. The total obligations under the TMCL II Secured Debt Facility and the TMCL IV Secured Debt Facility are secured by a pledge of TMCL II and TMCL IV's assets, respectively. As of December 31, 2015, TMCL II and TMCL IV's total assets amounted to $1,179,678 and $280,569, respectively.

Revolving Credit Facilities

TL—TL has a credit agreement, dated as of September 24, 2012, with a group of banks that provides for a revolving credit facility (the "TL Revolving Credit Facility") with an aggregate commitment amount of up to $700,000 (which includes a $50,000 letter of credit facility). Prior to its amendment on June 19, 2015, the TL Revolving Credit Facility provided for payments of interest only during its term beginning on its inception date through September 24, 2017 when all borrowings were due in full. Interest on the outstanding amount due under the TL Revolving Credit Facility was based either on the U.S. prime rate or LIBOR plus a spread between 1.0% and 2.0%, which varied based on TGH's leverage. Interest payments on U.S. prime rate loan and LIBOR loan are payable in arrears on the last day of each calendar month and on

the last day of each interest period, respectively. There was also a commitment fee of 0.30% to 0.40% on the unused portion of the TL Revolving Credit Facility, which varied based on the leverage of TGH and is payable quarterly in arrears.

On June 19, 2015, TL entered into an amendment of the TL Revolving Credit Facility, which extended the maturity date to June 19, 2020, lowered the interest rate to U.S. prime rate or LIBOR plus a spread between 0.75% and 1.75%, and lowered the commitment fee to between 0.175% and 0.275%. The spread and commitment fee vary based on the leverage of TGH. The amendment also replaced the borrowing capacity of one of the TL Revolving Credit Facility lenders with the commitment allocated to 13 existing lenders and, accordingly, the Company wrote-off $160 of unamortized debt issuance costs in June 2015.

On July 23, 2015, TL entered into a five-year revolving credit facility (the "TL Revolving Credit Facility II") with a group of financial institutions and an aggregate commitment amount of up to $190,000. The TL Revolving Credit Facility II provides for payments of interest only during its term beginning on its inception date through July 23, 2020, when all borrowings are due in full. Interest on the outstanding amount due under the TL Revolving Credit Facility II is based either on the base rate or LIBOR plus a spread between 0.80% and 1.65%, which varies based on TGH's leverage. Interest payments on LIBOR loan and base rate loan are payable in arrears on the last day of each interest period, not to exceed three months, and on the last day of each calendar month, respectively. There is a commitment fee of 0.20% to 0.30% on the unused portion of the TL Revolving Credit Facility II, which varies based on the leverage of TGH and is payable quarterly in arrears.

The TL Revolving Credit Facility and the TL Revolving Credit Facility II are each secured by segregated pools of TL's containers and under the terms of both facilities, the total outstanding principal may not exceed the lesser of the commitment amount and an amount determined by a formula based on the Company's net book value of containers and outstanding debt. TGH acts as an unconditional guarantor of the TL Revolving Credit Facility and the TL Revolving Credit Facility II. The Company had no outstanding letters of credit under the TL Revolving Credit Facility as of December 31, 2015 and 2014.

TW—TW has a credit agreement, dated as of October 1, 2012, with WFB as the lender, that provided for a revolving credit facility with an aggregate commitment amount of up to $250,000 (the "TW Revolving Credit Facility") prior to its amendments during 2014 and 2015. The TW Revolving Credit Facility provided for payments of interest, payable monthly in arrears, during its term beginning on its inception date through August 5, 2014. Interest on the outstanding amount due under the TW Revolving Credit Facility was based on one-month LIBOR plus 2.375%. There was a commitment fee of 0.50% on the unused portion of the TW Revolving Credit Facility, which is payable monthly in arrears.

On August 4, 2014, the TW Revolving Credit Facility was amended and its revolving term was extended to September 19, 2014. On September 19, 2014, the TW Revolving Credit Facility was amended again and its revolving term was extended to September 18, 2016 and its interest rate was lowered to one-month LIBOR plus 2.0%. On April 1, 2015, the TW Revolving Credit Facility was amended to increase the aggregate commitment amount to $300,000 and increased the advance rate for eligible finance lease containers to 90%. There is a commitment fee of 0.50% on the unused portion of the TW Revolving Credit Facility, which is payable monthly in arrears. TW is required to make principal payments on a monthly basis to the extent that the outstanding amount due exceeds TW's borrowing base. The aggregate loan principal balance is due on the maturity date, September 18, 2026.

The TW Revolving Credit Facility is secured by a pledge of TW's total assets and under the terms of the TW Revolving Credit Facility, the total outstanding principal may not exceed the lesser of the commitment

amount or the borrowing base, a formula based on TW's net book value of containers, restricted cash and direct financing leases. TW's total assets amounted to $194,772 as of December 31, 2015.

TAP Funding—TAP Funding has a credit agreement, dated as of April 26, 2013, that provided for a revolving credit facility with an aggregate commitment amount of up to $170,000 (the "TAP Funding Revolving Credit Facility") prior to its amendment on December 23, 2014. The interest rate on the TAP Funding Revolving Credit Facility, payable monthly in arrears, was one-month LIBOR plus 2.0% beginning on its inception date, as amended, through its maturity date, April 26, 2016. There was a commitment fee of 0.65% (if aggregate loan principal balance is less than 70% of the commitment amount) and 0.50% (if aggregate loan principal balance is equal to or greater than 70% of the commitment amount) on the unused portion of the TAP Funding Revolving Credit Facility, which was payable monthly in arrears. TAP Funding was required to make principal payments on a monthly basis to the extent that the outstanding amount due exceeded TAP Funding's borrowing base. The aggregate loan principal balance was due on the maturity date, April 26, 2016.

On December 23, 2014, TAP Funding entered into an amendment of the TAP Funding Revolving Credit Facility which lowered the aggregate commitment amount to $150,000, extended the maturity date to December 23, 2018 and lowered the interest rate to one-month LIBOR plus 1.75%, payable monthly in arrears. The amendment also lowered the commitment fee to 0.55% (if the aggregate loan principal balance is less than 70% of the commitment amount) and 0.365% (if the aggregate loan principal balance is equal to or greater than 70% of the commitment amount) on the unused portion of the TAP Funding Revolving Credit Facility, which is payable monthly in arrears.

The TAP Funding Revolving Credit Facility is secured by a pledge of TAP Funding's total assets and under the terms of the TAP Funding Revolving Credit Facility, the total outstanding principal may not exceed the lesser of the commitment amount or the borrowing base, a formula based on TAP Funding's net book value of containers and direct financing and sales-type leases. TAP Funding's total assets amounted to $203,552 as of December 31, 2015.

Term Loan

On April 30, 2014, TL entered into a $500,000 five-year term loan (the "TL Term Loan") with a group of financial institutions that represents a partially-amortizing term loan with the remaining principal due in full on April 30, 2019. Interest on the outstanding amount due under the TL Term Loan is based on the U.S. prime rate or LIBOR plus a spread between 1.0% and 2.0% which is based upon TGH's leverage. Under the terms of the TL Term Loan, scheduled principal repayments are payable in twenty quarterly installments, consisting of nineteen quarterly installments, commencing on September 30, 2014, each in an amount equal of 1.58% of the initial principal balance and one final installment payable on the Maturity Date (April 30, 2019). Interest payments are payable in arrears on the last day of each interest period, not to exceed three months. The Company used proceeds from the TL Term Loan and the Company's secured debt facilities and TMCL's available cash to repay all of the outstanding principal balance of TMCL's bonds. TMCL then transferred all of its containers, net, net investment in direct financing and sales-type leases and remaining net assets, to TL, TMCL II and TMCL IV.

The TL Term Loan is secured by a segregated pool of the Company's containers and under the terms of the TL Term Loan, the total outstanding principal may not exceed the lesser of the outstanding debt and a formula based on the Company's net book value of containers. TGH acts as an unconditional guarantor of the TL Term Loan.

Bonds Payable

TMCL—In 2005, TMCL issued $580,000 in variable rate amortizing bonds (the "2005-1 Bonds") to institutional investors. The $580,000 in 2005-1 Bonds were fully amortizing notes payable on a straight-line basis over a scheduled payment term of 10 years, but not to exceed the maximum payment term of 15 years. Under the terms of the 2005-1 Bonds, both principal and interest incurred were payable monthly. TMCL was permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2005-1 Bonds. Ultimate payment of the 2005-1 Bonds' principal was insured and the cost of this insurance coverage, which was equal to 0.275% of the outstanding principal balance of the 2005-1 Bonds, was recognized as incurred on a monthly basis. The interest rate for the outstanding principal balance of the 2005-1 Bonds equaled one-month LIBOR plus 0.25%. The target final payment date and legal final payment date were May 15, 2015 and May 15, 2020, respectively. On May 15, 2014, the unpaid principal amount of $55,792 was fully repaid by proceeds from the TL Term Loan and the Company's secured debt facilities and TMCL's available cash.

In June 2011, TMCL issued $400,000 aggregate principal amount of Series 2012-1 Fixed Rate Asset Backed Notes (the "2011-1 Bonds") to qualified institutional investors pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") and to non-U.S. persons in accordance with Regulation S promulgated under the Securities Act. The $400,000 in 2011-1 Bonds were fully amortizing notes payable on a straight-line basis over a scheduled payment term of 10 years, but not to exceed a maximum payment term of 15 years. Under the terms of the 2011-1 Bonds, both principal and interest incurred were payable monthly. TMCL was permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2011-1 Bonds. The interest rate for the outstanding principal balance of the 2011-1 Bonds was fixed at 4.70% per annum. The target final payment date and legal final payment date were June 15, 2021 and June 15, 2026, respectively. On May 15, 2014, the unpaid principal amount of $286,667 was fully repaid by proceeds from the TL Term Loan and the Company's secured debt facilities and TMCL's available cash.

In April 2012, TMCL issued $400,000 aggregate principal amount of Series 2012-1 Fixed Rate Asset Backed Notes (the "2012-1 Bonds") to qualified institutional investors pursuant to Rule 144A under the Securities Act and to non-U.S. persons in accordance with Regulation S promulgated under the Securities Act. The $400,000 in 2012-1 Bonds were fully amortizing notes payable on a straight-line basis over a scheduled payment term of 10 years, but not to exceed a maximum payment term of 15 years. Under the terms of the 2012-1 Bonds, both principal and interest incurred were payable monthly. TMCL was not permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2012-1 Bonds prior to May 15, 2014. The interest rate for the outstanding principal balance of the 2012-1 Bonds was fixed at 4.21% per annum. The target final payment date and legal final payment date were April 15, 2022 and April 15, 2027, respectively. On May 15, 2014, the unpaid principal amount of $320,000 was fully repaid by proceeds from the TL Term Loan and the Company's secured debt facilities and TMCL's available cash.

TMCL III— In September 2013, TMCL III issued $300,900 aggregate principal amount of Series 2013-1 Fixed Rate Asset Backed Notes (the "2013-1 Bonds") to qualified institutional investors pursuant to Rule 144A under the Securities Act and to non-U.S. persons in accordance with Regulation S promulgated under the Securities Act. The 2013-1 Bonds were issued at 99.5% of par value, resulting in a discount of $1,542 which is being accreted to interest expense using the interest rate method over a 10 year term. The $300,900 in 2013-1 Bonds represent fully amortizing notes payable on a straight-line basis over a scheduled payment term of 10 years, but not to exceed a maximum payment term of 25 years. Based on the outstanding principal amount at December 31, 2014 and under the 10-year amortization schedule, $30,090

in 2013-1 Bond principal will amortize per year. Under the terms of the 2013-1 Bonds, both principal and interest incurred are payable monthly. TMCL III was not permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2013-1 Bonds prior to September 20, 2015. The interest rate for the outstanding principal balance of the 2013-1 Bonds is fixed at 3.90% per annum. The target final payment date and legal final payment date are September 20, 2023 and September 20, 2038, respectively.

In October 2014, TMCL III issued $301,400 aggregate principal amount of Series 2014-1 Fixed Rate Asset Backed Notes (the "2014-1 Bonds") to qualified institutional investors pursuant to Rule 144A under the Securities Act and to non-U.S. persons in accordance with Regulation S promulgated under the Securities Act. The 2014-1 Bonds were issued at 99.9% of par value, resulting in a discount of $102 which is being accreted to interest expense using the interest rate method over a 10 year term. The $301,400 in 2014-1 Bonds represent fully amortizing notes payable on a straight-line basis over a scheduled payment term of 10 years, but not to exceed a maximum payment term of 25 years. Based on the outstanding principal amount at December 31, 2014 and under the 10-year amortization schedule, $30,140 in 2014-1 Bond principal will amortize per year. Under the terms of the 2014-1 Bonds, both principal and interest incurred are payable monthly. TMCL III is not permitted to make voluntary prepayments of all, or a portion of, the principal balance of the 2014-1 Bonds prior to November 20, 2016. The interest rate for the outstanding principal balance of the 2014-1 Bonds is fixed at 3.27% per annum. The target final payment date and legal final payment date are October 20, 2024 and October 20, 2039, respectively.

Under the terms of the 2013-1 Bonds and the 2014-1 Bonds, the total outstanding principal may not exceed an amount (the "Asset Base"), which is calculated by a formula based on TMCL III's book value of equipment, restricted cash and direct financing and sales-type leases as specified in the bond indenture. The total obligations under the 2013-1 Bonds and the 2014-1 Bonds are secured by a pledge of TMCL III's assets. As of December 31, 2015, TMCL III's total assets amounted to $686,014.

Restrictive Covenants

The Company's secured debt facilities, revolving credit facilities, the TL Term Loan, the 2013-1 Bonds and the 2014-1 Bonds contain restrictive covenants, including limitations on certain liens, indebtedness and investments. The TL Revolving Credit Facility, TL Revolving Credit Facility II and the TL Term Loan contain certain restrictive financial covenants on TGH and TL's leverage and interest coverage. The TMCL II Secured Debt Facility, the TMCL IV Secured Debt Facility, the TW Revolving Credit Facility, the TAP Funding Revolving Credit Facility and the 2013-1 Bonds and the 2014-1 Bonds contain restrictive covenants on TGH's leverage, debt service coverage, TGH's container management subsidiary net income and debt levels and TMCL II, TMCL IV, TW, TAP Funding and TMCL III's overall Asset Base minimums, respectively. The TMCL II Secured Debt Facility and TMCL IV Secured Debt Facility also contains restrictive covenants regarding certain containers sales proceeds ratio. The TW Revolving Credit Facility also contains restrictive covenants limiting TW's finance lease default ratio and debt service coverage ratio. The TMCL II Secured Debt Facility, the TMCL IV Secured Debt Facility, the TAP Funding Revolving Credit Facility and the 2013-1 Bonds and the 2014-1 Bonds also contains restrictive covenants regarding certain earnings ratios and the average age of the container fleets of TMCL II, TMCL IV, TAP Funding and TMCL III, respectively. The TMCL II Secured Debt Facility, the TMCL IV Secured Debt Facility and the 2013-1 Bonds and the 2014-1 Bonds also contain restrictive covenants on TMCL II, TMCL IV and TMCL III's ability to incur other obligations and distribute earnings, respectively. TGH and its subsidiaries were in full compliance with these restrictive covenants at December 31, 2015.

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Notes to Consolidated Financial Statements—(Continued)
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(All currency expressed in U.S. dollars in thousands, except per share amounts)

The following is a schedule by year, of future scheduled repayments, as of December 31, 2015:

	Years ending December 31,						Available Borrowing, as Limited by the Borrowing Base	Current and Available Borrowing
	2016	2017	2018	2019	2020 and Thereafter	Total Borrowing		
TMCL II Secured Debt Facility	$ —	$ 22,303	$ 89,210	$ 89,210	$ 691,377	$ 892,100	$ 9,489	$ 901,589
TMCL IV Secured Debt Facility	—	—	177,400	—	—	177,400	1,071	178,471
TL Revolving Credit Facility	—	—	—	—	574,000	574,000	126,000	700,000
TL Revolving Credit Facility II	—	—	—	—	160,000	160,000	—	160,000
TW Revolving Credit Facility	—	—	—	—	156,020	156,020	8,941	164,961
TAP Funding Revolving Credit Facility	—	—	129,500	—	—	129,500	20,500	150,000
TL Term Loan	31,600	31,600	31,600	341,300	—	436,100	—	436,100
2013-1 Bonds(1)	30,090	30,090	30,090	30,090	112,837	233,197	—	233,197
2014-1 Bonds(2)	30,140	30,140	30,140	30,140	145,677	266,237	—	266,237
Total	$91,830	$114,133	$487,940	$490,740	$1,839,911	$3,024,554	$ 166,001	$ 3,190,555

(1) Future scheduled payments for the 2013-1 Bonds exclude an unamortized discount of $926.
(2) Future scheduled payments for the 2014-1 Bonds exclude an unamortized discount of $80.

The future repayments schedule for the TMCL II Secured Debt Facility is based on the assumption that the facility will not be extended on its Conversion Date and will then convert into a four-year partially amortizing note payable.

Derivative Instruments

The Company has entered into interest rate cap, collar and swap agreements with several banks to reduce the impact of changes in interest rates associated with its debt obligations. The following is a summary of the Company's derivative instruments as of December 31, 2015:

Derivative instruments	Notional amount
Interest rate cap contracts with several banks, with fixed rates between 3.12% and 3.51% per annum, nonamortizing notional amounts, with termination dates through December 31, 2016	457,000
Interest rate collar contracts with a bank which cap rates between 1.30% and 2.18% per annum, and sets floors for rates between 0.80% and 1.68% per annum, with termination dates through June 15, 2023	101,355
Interest rate swap contracts with a bank, with fixed rate of 0.65% per annum, nonamortizing notional amounts, with termination dates through August 16, 2016	45,000
Interest rate swap contracts with several banks, with fixed rates between 0.41% and 1.98% per annum, amortizing notional amounts, with termination dates through July 15, 2023	1,246,030
Total notional amount as of December 31, 2015	$ 1,849,385

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The Company's interest rate cap, collar and swap agreements had a fair value asset and fair value liability of $814 and $3,412, respectively, as of December 31, 2015 and a fair value asset and a fair value liability of $1,568 and $2,219, respectively, as of December 31, 2014, which are inclusive of counterparty risk. The primary external risk of the Company's interest rate swap agreements is the counterparty credit exposure, as defined as the ability of a counterparty to perform its financial obligations under a derivative contract. The Company monitors its counterparties' credit ratings on an on-going basis and they were in compliance with the related derivative agreements at December 31, 2015. The Company does not have any master netting arrangements with its counterparties. The change in fair value was recorded in the consolidated statement of comprehensive income as unrealized (losses) gains on interest rate swaps, collars and caps, net.

(12) Segment Information

As described in Note 1(a) "Nature of Operations", the Company operates in three reportable segments: Container Ownership, Container Management and Container Resale. The following tables show segment information for 2015, 2014 and 2013, reconciled to the Company's income before income tax and noncontrolling interests as shown in its consolidated statements of comprehensive income:

2015	Container Ownership	Container Management	Container Resale	Other	Eliminations	Totals
Lease rental income	$ 508,876	$ 1,590	$ –	$ –	$ –	$ 510,466
Management fees from external customers	317	12,002	3,291	–	–	15,610
Inter-segment management fees	–	45,620	10,104	–	(55,724)	–
Trading container sales proceeds	–	–	12,670	–	–	12,670
Gains on sale of containers, net	3,454	–	–	–	–	3,454
Total revenue	$ 512,647	$ 59,212	$ 26,065	$ –	$ (55,724)	$ 542,200
Depreciation expense	$ 196,527	$ 792	$ –	$ –	$ (5,946)	$ 191,373
Container impairment	$ 35,345	$ –	$ –	$ –	$ –	$ 35,345
Interest expense	$ 76,521	$ –	$ –	$ –	$ –	$ 76,521
Unrealized losses on interest rate swaps, collars and caps, net	$ 1,947	$ –	$ –	$ –	$ –	$ 1,947
Segment income before income tax and noncontrolling interests	$ 87,015	$ 26,305	$ 9,335	$ (4,283)	$ 786	$ 119,158
Total assets	$ 4,369,138	$ 117,033	$ 5,210	$ 7,251	$ (112,378)	$ 4,386,254
Purchases of long-lived assets	$ 510,269	$ 1,070	$ –	$ –	$ –	$ 511,339

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Notes to Consolidated Financial Statements—(Continued)
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(All currency expressed in U.S. dollars in thousands, except per share amounts)

2014	Container Ownership	Container Management	Container Resale	Other	Eliminations	Totals
Lease rental income	$ 502,596	$ 1,629	$ –	$ –	$ –	$ 504,225
Management fees from external customers	345	13,656	3,407	–	–	17,408
Inter-segment management fees	–	49,032	10,206	–	(59,238)	–
Trading container sales proceeds	–	–	27,989	–	–	27,989
Gains on sale of containers, net	13,469	–	–	–	–	13,469
Total revenue	$ 516,410	$ 64,317	$ 41,602	$ –	$ (59,238)	$ 563,091
Depreciation expense	$ 167,928	$ 912	$ –	$ –	$ (5,352)	$ 163,488
Container impairment	$ 13,108	$ –	$ –	$ –	$ –	$ 13,108
Interest expense	$ 85,931	$ –	$ –	$ –	$ –	$ 85,931
Unrealized gains on interest rate swaps, collars and caps, net	$ 1,512	$ –	$ –	$ –	$ –	$ 1,512
Segment income before income tax and noncontrolling interests	$ 143,618	$ 30,298	$ 10,249	$ (3,291)	$ (3,888)	$ 176,986
Total assets	$ 4,329,318	$ 116,415	$ 8,190	$ 5,096	$ (100,042)	$ 4,358,977
Purchases of long-lived assets	$ 858,293	$ 662	$ –	$ –	$ –	$ 858,955

2013	Container Ownership	Container Management	Container Resale	Other	Eliminations	Totals
Lease rental income	$ 467,647	$ 1,085	$ –	$ –	$ –	$ 468,732
Management fees from external customers	375	15,904	3,642	–	–	19,921
Inter-segment management fees	–	45,016	10,369	–	(55,385)	–
Trading container sales proceeds	–	–	12,980	–	–	12,980
Gains on sale of containers, net	27,340	–	–	–	–	27,340
Total revenue	$ 495,362	$ 62,005	$ 26,991	$ –	$ (55,385)	$ 528,973
Depreciation expense	$ 143,898	$ 877	$ –	$ –	$ (4,692)	$ 140,083
Container impairment	$ 8,891	$ –	$ –	$ –	$ –	$ 8,891
Interest expense	$ 85,174	$ –	$ –	$ –	$ –	$ 85,174
Unrealized gains on interest rate swaps, collars and caps, net	$ 8,656	$ –	$ –	$ –	$ –	$ 8,656
Segment income before income tax and noncontrolling interests	$ 160,145	$ 33,011	$ 10,740	$(3,841)	$ (3,850)	$ 196,205
Total assets	$3,861,688	$ 108,227	$ 14,211	$ 3,012	$ (78,155)	$ 3,908,983
Purchases of long-lived assets	$ 699,638	$ 891	$ –	$ –	$ –	$ 700,529

(All currency expressed in U.S. dollars in thousands, except per share amounts)

General and administrative expenses are allocated to the reportable business segments based on direct overhead costs incurred by those segments. Amounts reported in the "Other" column represent activity unrelated to the active reportable business segments. Amounts reported in the "Eliminations" column represent inter-segment management fees between the Container Management and the Container Resale segments and the Container Ownership segment.

Geographic Segment Information

The Company's container lessees use containers for their global trade utilizing many worldwide trade routes. The Company earns its revenue from international carriers when the containers are in use and carrying cargo around the world. Substantially all of the Company's leasing related revenue is denominated in U.S. dollars. As all of the Company's containers are used internationally, where no one container is domiciled in one particular place for a prolonged period of time, all of the Company's long-lived assets are considered to be international with no single country of use.

(13) Commitments and Contingencies

(a) Leases

The Company has entered into several operating leases for office space. Rent expense amounted to $1,614, $1,557 and $1,350 during 2015, 2014 and 2013, respectively.

Future minimum lease payment obligations under the Company's noncancelable operating leases at December 31, 2015 were as follows:

	Operating leasing
Year ending December 31:	
2016	$ 1,547
2017	1,771
2018	1,821
2019	1,873
2020 and thereafter	14,923
Total	$ 21,935

(b) Restricted Cash

Restricted interest-bearing cash accounts were established by the Company as additional collateral for outstanding borrowings under the Company's TMCL II Secured Debt Facility, TMCL IV Secured Debt Facility, TW Revolving Credit Facility, TAP Funding Revolving Credit Facility, 2005-1 Bonds, 2011-1 Bonds, 2012-1 Bonds, 2013-1 Bonds and 2014-1 Bonds. The total balance of these restricted cash accounts was $33,917 and $60,310 as of December 31, 2015 and 2014, respectively.

(c) Container Commitments

At December 31, 2015, the Company had placed orders with manufacturers for containers to be delivered subsequent to December 31, 2015 in the total amount of $59,181.

(14) Share Option and Restricted Share Unit Plans

As of December 31, 2014, the Company maintained one active share option and restricted share unit plan, the 2007 Plan. The 2007 Plan provides for the grant of share options, restricted share units, restricted shares, share appreciation rights and dividend equivalent rights. The 2007 Plan provides for grants of incentive share options only to the Company's employees or employees of any parent or subsidiary of TGH. Awards other than incentive share options may be granted to the Company's employees, directors and consultants or the employees, directors and consultants of any parent or subsidiary of TGH. Under the 2007 Plan, which was approved by the Company's shareholders on September 4, 2007, a maximum of 3,808,371 share awards may be granted under the plan. On February 23, 2010, the Company's Board of Directors approved an increase in the number of shares available for future issuance by 1,468,500 shares, which was approved by the Company's shareholders at the annual meeting of shareholders on May 19, 2010. On May 21, 2015, TGH's board of directors approved an amendment and restatement of the 2007 Plan as the 2015 Plan at the annual meeting of shareholders. The amendment and restatement of the 2007 Plan increased the maximum number of shares available for future issuance by 2,000,000 shares and extended the term of such plan for ten years from the date of the annual meeting of shareholders. At December 31, 2015, 1,865,942 shares were available for future issuance under the 2015 Plan.

Share options are granted at exercise prices equal to the fair market value of the shares on the grant date. Each employee's options vest in increments of 25% per year beginning approximately one year after an option's grant date. Unless terminated pursuant to certain provisions within the share option plans, including discontinuance of employment with the Company, all unexercised options expire ten years from the date of grant.

Beginning approximately one year after a restricted share unit's grant date for each employee's restricted share unit granted prior to 2010, each employee's restricted share units vest in increments of 15% per year for the first two years, 20% for the third year and 25% for the fourth and fifth year. Beginning approximately one year after a restricted share unit's grant date for each restricted share unit granted in 2010 and thereafter, each employee's restricted share units vest in increments of 25% per year. Restricted share units granted to directors fully vest one year after their grant date.

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

Notes to Consolidated Financial Statements—(Continued)
December 31, 2015, 2014, and 2013
(All currency expressed in U.S. dollars in thousands, except per share amounts)

The following is a summary of activity in the Company's 2015 Plan for the years ended December 31, 2015, 2014, and 2013:

	Share options (common share equivalents)	Weighted average exercise price
Balances, December 31, 2012	965,928	$ 21.87
Options granted during the period	213,907	$ 38.36
Options exercised during the period	(207,191)	$ 17.46
Options forfeited during the period	(29,262)	$ 26.63
Balances, December 31, 2013	943,382	$ 26.43
Options granted during the period	225,865	$ 34.14
Options exercised during the period	(131,076)	$ 19.07
Options expired during the period	(54,976)	$ 17.06
Options forfeited during the period	(22,164)	$ 32.91
Balances, December 31, 2014	961,031	$ 29.63
Options granted during the period	257,428	$ 14.20
Options exercised during the period	(32,495)	$ 11.90
Options expired during the period	(6,532)	$ 30.99
Options forfeited during the period	(20,086)	$ 33.70
Balances, December 31, 2015	1,159,346	$ 26.62
Options exercisable at December 31, 2015	561,736	$ 27.85
Options vested and expected to vest at December 31, 2015	1,117,151	$ 26.75

	Restricted share units	Weighted average grant date fair value
Balances, December 31, 2012	1,011,406	$ 19.13
Share units granted during the period	223,492	$ 33.84
Share units vested during the period	(488,860)	$ 16.16
Share units forfeited during the period	(42,135)	$ 19.91
Balances, December 31, 2013	703,903	$ 24.57
Share units granted during the period	235,162	$ 29.85
Share units vested during the period	(281,438)	$ 21.05
Share units forfeited during the period	(24,409)	$ 27.39
Balances, December 31, 2014	633,218	$ 27.99
Share units granted during the period	277,336	$ 13.01
Share units vested during the period	(272,945)	$ 26.00
Share units forfeited during the period	(20,086)	$ 30.31
Balances, December 31, 2015	617,523	$ 21.70
Share units outstanding and expected to vest at December 31, 2015	575,013	$ 21.10

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

Notes to Consolidated Financial Statements—(Continued)
December 31, 2015, 2014, and 2013
(All currency expressed in U.S. dollars in thousands, except per share amounts)

The estimated weighted average grant date fair value of share options granted during 2015, 2014 and 2013 was $3.16, $10.67 and $13.19 per share, respectively. As of December 31, 2015, $14,578 of total compensation cost related to non-vested share option and restricted share unit awards not yet recognized is expected to be recognized over a weighted average period of 3.0 years. The aggregate intrinsic value of all options exercisable and outstanding, which represents the total pre-tax intrinsic value, based on the Company's closing common share price of $14.11 per share as of December 31, 2015 was $117. The aggregate intrinsic value is calculated as the difference between the exercise prices of the Company's share options that were in-the-money and the market value of the common shares that would have been issued if those share options were exercised as of December 31, 2015. The aggregate intrinsic value of all options exercised during 2015, 2014 and 2013, based on the closing share price on the date each option was exercised was $325, $2,347 and $4,716, respectively.

The following table summarizes information about share options exercisable and outstanding at December 31, 2015:

	Share options exercisable		Share options outstanding	
	Number of shares	Weighted average exercise price	Number of shares	Weighted average exercise price
Range of per-share exercise prices:				
$7.10	16,757	$ 7.10	16,757	$ 7.10
$14.17	256,928	$ 14.17	—	$ 14.17
$16.50 - $16.97	105,052	$ 16.73	105,052	$ 16.73
$27.68	500	$ 27.68	—	$ 27.68
$28.05 - $28.54	356,370	$ 28.26	279,070	$ 28.26
$31.34	10,000	$ 31.34	7,500	$ 31.34
$34.14	218,178	$ 34.14	54,990	$ 34.14
$38.36	195,561	$ 38.36	98,367	$ 38.36
	1,159,346	$ 26.62	561,736	$ 27.85

The weighted average contractual life of options exercisable and outstanding as of December 31, 2015 was 5.6 years and 7.1 years, respectively.

The fair value of each share option granted under the 2015 Plan was estimated on the date of grant using the Black-Scholes option pricing model for the years ended December 31, 2015, 2014 and 2013 with the following assumptions:

	2015	2014	2013
Risk-free interest rates	1.8%	1.6%	1.3%
Expected terms (in years)	5.2	5.0	5.0
Expected common share price volatilities	44.5%	54.7%	58.2%
Expected dividends	6.8%	5.5%	4.9%
Expected forfeitures	4.0%	3.4%	3.4%

The risk-free interest rate is based on the implied yield on a U.S. Treasury zero-coupon issue with a remaining term equal to the expected term of the share option life. The expected term is calculated based on historical exercises. The expected common share price volatility for the 2015 Plan is based on the historical

volatility of publicly traded companies within the Company's industry. The dividend yield reflects the estimated future yield on the date of grant. The Company only recognizes expense for share-based awards that are ultimately expected to vest. The forfeiture rate is based on the Company's estimate of share options that are expected to cancel prior to vesting.

(15) Subsequent Events

Derivative Instruments

During January 2016, the Company entered into an interest rate swap contract with a bank, with a fixed rate of 0.92% per annum, an amortizing notional amount with initial notional amount of $28,000 and a term from February 15, 2016 to February 15, 2019.

Dividend

On February 9, 2016, the Company's board of directors approved and declared a quarterly cash dividend of $0.24 per share on the Company's issued and outstanding common shares, payable on March 2, 2016 to shareholders of record as of February 22, 2016.

Board of Directors

During February 2016, James E. Hoelter, who is currently a Class I director of our Company and has been a member of the Company's board of directors since May 1993, informed us that he does not intend to stand for re-election as a director in May 2016.

Neil I. Jowell and Cecil Jowell are currently Class III directors of our Company and it is currently anticipated that they will resign from the Company's board of directors at the end of the May 2016 board of directors' meeting. Both Neil Jowell and Cecil Jowell's terms on the Company's board of directors are scheduled to expire upon the 2017 Textainer Annual Meeting of Shareholders. The Company expects that the remaining members of its board of directors will select and approve individuals to fill the vacancies caused by the retirements of Neil I. Jowell and Cecil Jowell and such individuals may serve until the scheduled expiration in 2017.

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

SCHEDULE I—CONDENSED STATEMENTS OF COMPREHENSIVE INCOME
Parent Company Information
Years Ended December 31, 2015, 2014 and 2013
(All currency expressed in United States dollars in thousands)

	2015	2014	2013
Operating expenses:			
General and administrative expense	$ 2,966	$ 3,755	$ 3,353
Long-term incentive compensation expense	432	425	499
Total operating expenses	3,398	4,180	3,852
Loss from operations	(3,398)	(4,180)	(3,852)
Other income:			
Equity in net income of subsidiaries	115,861	199,232	193,222
Interest income	—	2	4
Net other income	115,861	199,234	193,226
Income before income tax	112,463	195,054	189,374
Income tax expense	—	—	—
Net income	112,463	195,054	189,374
Less: Net income attributable to the noncontrolling interests	(5,576)	(5,692)	(6,565)
Net income attributable to Textainer Group Holdings Limited common shareholders	$106,887	$189,362	$182,809
Net income attributable to Textainer Group Holdings Limited common shareholders per share:			
Basic	$ 1.88	$ 3.34	$ 3.25
Diluted	$ 1.87	$ 3.32	$ 3.21
Weighted average shares outstanding (in thousands):			
Basic	56,953	56,719	56,317
Diluted	57,093	57,079	56,862
Other comprehensive income:			
Foreign currency translation adjustments	(240)	(112)	(45)
Comprehensive income	112,223	194,942	189,329
Comprehensive income attributable to the noncontrolling interest	(5,576)	(5,692)	(6,565)
Comprehensive income attributable to Textainer Group Holdings Limited common shareholders	$106,647	$189,250	$182,764

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

SCHEDULE I—CONDENSED BALANCE SHEETS
Parent Company Information
December 31, 2015 and 2014
(All currency expressed in United States dollars in thousands)

	2015	2014
Assets		
Current assets:		
Cash and cash equivalents	$ 5,209	$ 2,743
Prepaid expenses	188	204
Due (to) from affiliates, net	(175)	410
Total current assets	5,222	3,357
Investments in subsidiaries	1,198,560	1,189,841
Total assets	$1,203,782	$1,193,198
Liabilities and Shareholders' Equity		
Current liabilities:		
Accrued expenses	$ 1,107	$ 653
Total current liabilities	1,107	653
Shareholders' equity:		
Common shares	572	565
Additional paid-in capital	385,020	378,316
Treasury shares	(9,149)	—
Accumulated other comprehensive income	(283)	(43)
Retained earnings	826,515	813,707
Total shareholders' equity	1,202,675	1,192,545
Total liabilities and shareholders' equity	$1,203,782	$1,193,198

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES

SCHEDULE I—CONDENSED STATEMENTS OF CASH FLOWS
Parent Company Information
Years ended December 31, 2015, 2014 and 2013
(All currency expressed in United States dollars in thousands)

	2015	2014	2013
Cash flows from operating activities:			
Net income attributable to Textainer Group Holdings Limited common shareholders	$ 112,463	$ 195,054	$ 189,374
Adjustments to reconcile net income to net cash provided by operating activities:			
Equity in income of subsidiaries	(115,861)	(199,232)	(193,222)
Dividends received from subsidiaries	100,000	99,500	98,000
Share-based compensation	7,743	7,499	5,694
Decrease (increase) in:			
Prepaid expenses	16	(4)	52
Increase (decrease) in:			
Accrued expenses	454	(71)	335
Total adjustments	(7,648)	(92,308)	(89,141)
Net cash provided by operating activities	104,815	102,746	100,233
Cash flows from investing activities:			
Increase in investments in subsidiaries, net	233	112	46
Net cash provided by investing activities	233	112	46
Cash flows from financing activities:			
Purchase of treasury shares	(9,149)	—	—
Issuance of common shares upon exercise of share options	301	2,497	3,617
Issuance of common shares in public offering	—	—	—
Dividends paid	(94,079)	(106,648)	(104,199)
Due from affiliates, net	585	2,892	(2,451)
Net cash used in financing activities	(102,342)	(101,259)	(103,033)
Effect of exchange rate changes	(240)	(112)	(45)
Net increase (decrease) in cash and cash equivalents	2,466	1,487	(2,799)
Cash and cash equivalents, beginning of the year	2,743	1,256	4,055
Cash and cash equivalents, end of the year	$ 5,209	$ 2,743	$ 1,256

Schedule II

TEXTAINER GROUP HOLDINGS LIMITED AND SUBSIDIARIES
Valuation Accounts
Years ended December 31, 2015, 2014 and 2013
(All currency expressed in United States dollars in thousands)

	Balance at Beginning of Year	Additions Charged to Expense (Recovery)	Deductions	Balance at End of Year
December 31, 2013				
Accounts receivable, allowance for doubtful accounts	$ 8,025	$ 8,084	$ (1,218)	$ 14,891
December 31, 2014				
Accounts receivable, allowance for doubtful accounts	$ 14,891	$ (474)	$ (2,278)	$ 12,139
December 31, 2015				
Accounts receivable, allowance for doubtful accounts	$ 12,139	$ 5,028	$ (3,114)	$ 14,053

ITEM 19. EXHIBITS

The following exhibits are filed as part of this Annual Report on Form 20-F:

Exhibit Number	Description of Document
1.1	Memorandum of Association of Textainer Group Holdings Limited (1)
1.2	Bye-laws of Textainer Group Holdings Limited (2)
2.1	Form of Common Share Certificate (3)
4.1	Office Lease, dated August 8, 2001, by and between Pivotal 650 California St., LLC and Textainer Equipment Management (U.S.) Limited (the "Office Lease") (4)
4.2	First Amendment to the Office Lease, dated as of December 23, 2008, by and between A – 650 California Street, LLC and Textainer Equipment Management (U.S.) Limited (5)
4.3†	Second Amendment to the Office Lease, dated as of April 23, 2015, by and between Columbia REIT – 650 California Street, LLC and Textainer Equipment Management (U.S.) Limited
4.4*	Employment Agreement, dated as of October 1, 2011 by and between Textainer Equipment Management (U.S.) Limited and Philip K. Brewer (6)
4.5*	Employment Agreement, dated October 1, 2011 by and between Textainer Equipment Management (U.S.) Limited and Robert D. Pedersen (7)
4.6*	Employment Agreement, dated January 10, 2012 by and between Textainer Equipment Management (U.S.) Limited and Hilliard C. Terry, III (8)
4.7*†	2015 Share Incentive Plan (as amended and restated effective May 21, 2015)
4.8*	2008 Bonus Plan (9)
4.9*	Form of Indemnification Agreement (10)
4.10	Amended and Restated Indenture, dated September 15, 2014, by and between Textainer Marine Containers Limited II, as issuer and Wells Fargo Bank, National Association, as indenture trustee ("TMCL II Indenture") (11)
4.11	Amended and Restated Textainer Marine Containers Limited II Series 2012-1Supplement, dated September 15, 2014 to the TMCL II Indenture (12)
4.12	Credit Agreement, dated September 24, 2012, by and among, Textainer Limited, as borrower, Textainer Group Holdings Limited, as guarantor, Bank of America, N.A., as agent and the lenders party thereto ("TL Credit Agreement") (13)
4.13	Amendment Number 1, dated as of July 25, 2013 to the TL Credit Agreement (14)
4.14	Amendment Number 2, dated April 30, 2014 to the TL Credit Agreement (15)
4.15†	Amendment Number 3, dated June 19, 2015 to the TL Credit Agreement
4.16	Term Loan Agreement, dated April 30, 2014 among Textainer Limited, as borrower, Textainer Group Holdings Limited, as guarantor and Union Bank, as administrative agent (16)
4.17**	Fourth Amended and Restated Equipment Management Services Agreement, dated as of June 1, 2002, by and between Textainer Equipment Management Limited and Leased Assets Pool Company Limited (17)
4.18	Amendment to Fourth Amended and Restated Equipment Management Services Agreement, dated as of September 12, 2007, by and between Textainer Equipment Management Limited and Leased Asset Pool Company Limited (18)
4.19**	Container Management Services Agreement (revised), dated as of September 1, 1990, by and between Isam K. Kabbani and Textainer Equipment Management N.V., as amended (19)

Exhibit Number	Description of Document
4.19	Credit Agreement, dated August 5, 2011, by and among TW Container Leasing, Ltd., as Borrower, the Lenders from time to time party thereto and Wells Fargo Securities LLC, as Administrative Agent ("TWCL Credit Agreement") (20)
4.21	Amendment No. 1, dated March 26, 2012 to the TWCL Credit Agreement (21)
4.22	Amendment No. 2, dated October 1, 2012 to the TWCL Credit Agreement (22)
4.23	Amendment No. 3, dated December 12, 2012 to the TWCL Credit Agreement (23)
4.24	Amendment No. 4, dated May 16, 2013 to the TWCL Credit Agreement (24)
4.25	Amendment No. 5, dated May 22, 2014 to the TWCL Credit Agreement (25)
4.26	Amendment No. 6, dated August 4, 2015 to the TWCL Credit Agreement (26)
4.27	Amendment No. 7, dated September 17, 2014 to the TWCL Credit Agreement (27)
4.28†	Amendment No. 8, dated March 18, 2015 to the TWCL Credit Agreement
4.29	Members Agreement, dated August 5, 2011 of the members of TW Container Leasing, Ltd, and Supplement Number 1 to the Members Agreement, dated August 5, 2011 (28)
4.30	Equipment Management Services Agreement, dated August 5, 2011, between Textainer Equipment Management Limited and TW Container Leasing, Ltd. (29)
4.31	Share Purchase Agreement, dated June 29, 2011 between TCG Fund I, L.P. and Textainer Limited (30)
4.32	Contribution and Distribution Agreement, dated June 30, 2011 among TCG Fund I, L.P., Textainer Limited and Textainer Marine Containers Limited (31)
4.33	Credit Agreement, dated April 26, 2013, among TAP Funding Ltd., the lenders from time to time party thereto and ABN Amro Capital USA LLC as administrative agent ("TAP Funding Credit Agreement") (32)
4.34	Amendment Number 1 to TAP Funding Credit Agreement, dated December 23, 2014 (33)
4.35	Second Amended and Restated Management Agreement, dated April 26, 2013, between Textainer Equipment Management Limited and TAP Funding Ltd. (34)
4.36	Share Purchase Agreement, dated December 20, 2012, between TAP Ltd. and Textainer Limited (35)
4.37	Members Agreement, dated December 20, 2012 of the members of TAP Funding Ltd. (36)
4.38	Container Purchase Agreement, dated December 20, 2012, between Textainer Group Holdings Limited and TAP Funding Ltd. (37)
4.39	Container Lease Management Agreement, dated May 31, 2013, between Textainer Limited and Trifleet Leasing (The Netherlands) B.V. (38)
4.40	Indenture, dated as of September 25, 2013, by and between Textainer Marine Containers Limited III, as issuer, and Wells Fargo Bank, National Association, as indenture trustee (the "TMCLIII Indenture") (39)
4.41	Textainer Marine Containers Limited III Series 2013-1 Supplement, dated as of September 25, 2013 to the TMCLIII Indenture (40)
4.42	Textainer Marine Containers III Series 2014-1 Supplement, dated October 30, 2014 to the TMCL III Indenture (41)
4.43	Amendment Number 1 and Supplement to TMCL III Indenture, dated October 30, 2014 (42)

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Exhibit Number	Description of Document
4.44†	Amended and Restated Indenture, dated as of February 4, 2015, by and between Textainer Marine Containers Limited IV, as issuer, and Wells Fargo Bank, National Association, as indenture trustee (the "TMCLIV Indenture")
4.45†	Amended and Restated Textainer Marine Containers Limited IV Series 2013-1 Supplement, dated as of February 4, 2015 to the TMCLIV Indenture
4.46†	Amendment No. 1 to the TMCL IV 2013-1 Series Supplement, dated as of December 22, 2015
4.47†	Revolving Credit Agreement, dated as of July 23, 2015, by and between Textainer Limited, as the Borrower, Textainer Group Holdings Limited, as the Guarantor, ABN Amro Capital USA LLC, as Administrative Agent and the other Lenders party thereto
8.1†	Subsidiaries of the Registrant
12.1†	Certification of the Chief Executive Officer required by Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2†	Certification of the Chief Financial Officer required by Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1†	Certification of the Chief Executive Officer required by Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2†	Certification of the Chief Financial Officer required by Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1†	Consent of KPMG LLP
101.INS†	XBRL Instance Document
101.SCH†	XBRL Taxonomy Extension Schema Document
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF†	XBRL Taxonomy Definition Linkbase Document
101.LAB†	XBRL Taxonomy Extension Label Linkbase Document
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document

† Filed herewith.
* Indicates management contract or compensatory plan.
** Confidential treatment requested for certain portions of this exhibit, which portions are omitted and filed separately with the SEC.
(1) Incorporated by reference to Exhibit 3.1 to the Registrant's Registration Statement on Form F-1 (File No. 333-146304) filed with the SEC on September 26, 2007.
(2) Incorporated by reference to Exhibit 3.2 to the Registrant's Registration Statement on Form F-1 (File No. 333-146304) filed with the SEC on September 26, 2007.
(3) Incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form F-1 (File No. 333-146304) filed with the SEC on September 26, 2007.
(4) Incorporated by reference to Exhibit 10.1 to the Registrant's Registration Statement on Form F-1 (File No. 333-146304) filed with the SEC on September 26, 2007.
(5) Incorporated by reference to Exhibit 4.2 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 16, 2009.

(6) Incorporated by reference to Exhibit 4.3 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(7) Incorporated by reference to Exhibit 4.5 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(8) Incorporated by reference to Exhibit 4.6 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(9) Incorporated by reference to Exhibit 10.8 to the Registrant's Registration Statement on Form F-1 (File No. 333-146304) filed with the SEC on September 26, 2007.
(10) Incorporated by reference to Exhibit 4.10 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(11) Incorporated by Reference to Exhibit 4.11 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015.
(12) Incorporated by Reference to Exhibit 4.12 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015
(13) Incorporated by reference to Exhibit 4.25 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2013.
(14) Incorporated by reference to Exhibit 4.27 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 19, 2014.
(15) Incorporated by Reference to Exhibit 4.15 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015
(16) Incorporated by Reference to Exhibit 4.16 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015
(17) Incorporated by reference to Exhibit 10.17 to the Registrant's Registration Statement on Form F-1 (File No. 333-146304) filed with the SEC on September 26, 2007.
(18) Incorporated by reference to Exhibit 10.18 to the Registrant's Registration Statement on Form F-1 (File No. 333-146304) filed with the SEC on September 26, 2007.
(19) Incorporated by reference to Exhibit 10.19 to the Registrant's Registration Statement on Form F-1 (File No. 333-146304) filed with the SEC on September 26, 2007.
(20) Incorporated by reference to Exhibit 4.27 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(21) Incorporated by reference to Exhibit 4.32 to the Registrant's Amended Annual Report on Form 20-F/A (File No. 001-33725) filed with the SEC on June 27, 2012.
(22) Incorporated by reference to Exhibit 4.31 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2013.
(23) Incorporated by reference to Exhibit 4.32 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2013.
(24) Incorporated by reference to Exhibit 4.35 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 19, 2014.
(25) Incorporated by Reference to Exhibit 4.24 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015.
(26) Incorporated by Reference to Exhibit 4.25 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015.
(27) Incorporated by Reference to Exhibit 4.26 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015.
(28) Incorporated by reference to Exhibit 4.28 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(29) Incorporated by reference to Exhibit 4.29 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(30) Incorporated by reference to Exhibit 4.30 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(31) Incorporated by reference to Exhibit 4.31 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2012.
(32) Incorporated by reference to Exhibit 4.40 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 19, 2014.

(33) Incorporated by Reference to Exhibit 4.32 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015.
(34) Incorporated by reference to Exhibit 4.41 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 19, 2014.
(35) Incorporated by reference to Exhibit 4.40 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2013.
(36) Incorporated by reference to Exhibit 4.41 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2013.
(37) Incorporated by reference to Exhibit 4.43 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 15, 2013.
(38) Incorporated by reference to Exhibit 4.45 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 19, 2014.
(39) Incorporated by reference to Exhibit 4.46 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 19, 2014.
(40) Incorporated by reference to Exhibit 4.47 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 19, 2014.
(41) Incorporated by Reference to Exhibit 4.40 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015.
(42) Incorporated by Reference to Exhibit 4.41 to the Registrant's Annual Report on Form 20-F (File No. 001-33725) filed with the SEC on March 13, 2015.

Exhibit 4.3

SECOND AMENDMENT TO OFFICE LEASE

This SECOND AMENDMENT TO OFFICE LEASE ("**Second Amendment**") is made and entered into as of April 23, 2015, by and between COLUMBIA REIT - 650 CALIFORNIA, LLC, a Delaware limited liability company ("**Landlord**"), and TEXTAINER EQUIPMENT MANAGEMENT (U.S.) LIMITED, a Delaware corporation ("**Tenant**").

R E C I T A L S :

A. Landlord (as successor-in-interest to Pivotal 650 California St., LLC) and Tenant are parties to that certain Office Lease dated August 8, 2001 (the "**Office Lease**"), as amended by that certain First Amendment to Office Lease dated December 23, 2008 (the "**First Amendment**") pursuant to which Tenant leases approximately 23,111 rentable square feet of space (the "**Premises**") on the 15th and 16th floors of the building (the "**Building**") located at 650 California Street, San Francisco, California, as more particularly set forth in Exhibit B to the Office Lease.

B. The parties desire to extend the term of the Lease, and otherwise amend the Lease on the terms and conditions set forth in this Second Amendment.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Terms**. All capitalized terms when used herein shall have the same respective meanings as are given such terms in the Lease unless expressly provided otherwise in this Second Amendment.

2. **Premises**.

2.1 **Condition of the Premises**. Landlord and Tenant acknowledge that Tenant has been occupying the Premises pursuant to the Lease, and therefore Tenant continues to accept the Premises in its presently existing, "as is" condition. Except for the "Refurbishment Allowance", defined in Section 2.3, below, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges that the Common Areas and the Premises have not undergone inspection by a Certified Access Specialist (CASp).

2.2 **Measurement of Premises**. Tenant acknowledges that the Premises have been remeasured by Landlord and found to contain 23,192 rentable square feet of space.

Notwithstanding the foregoing, prior to the commencement of the Second Extended Term, as defined below, the Premises shall be deemed to contain the number of rentable square feet set forth in Recital A, above. Effective as of January 1, 2017, the rentable area of the Premises shall be modified, and the Premises shall be deemed to contain 23,192 rentable square feet of space. The rentable square footage of the Premises shall not be subject to re-measurement during the Second Extended Term.

2.3 **Refurbishment**.

(a) **Refurbishment Allowance**. Landlord hereby grants Tenant a one-time allowance for the refurbishment of the furniture, fixtures, equipment, improvements and alterations in the Premises (the "**Refurbishments**") in an amount equal to $45.00 per rentable square foot of the Premises (i.e., $1,043,640.00 for the 23,192 rentable square feet in the Premises) (the "**Refurbishment Allowance**"). Tenant shall construct any Refurbishments as in accordance with the terms of Article 7 of the Office Lease, and in accordance with any reasonable construction rules and regulations imposed by Landlord. Notwithstanding the terms of Article 7 of the Office Lease to the contrary, Tenant shall not be required to pay any construction supervision fee in connection with Refurbishments that are solely cosmetic in nature. If the Refurbishments require the issuance of a building permit, Tenant shall be required to reimburse Landlord any reasonable, out-of-pocket costs paid to a third-party by Landlord for project management and oversight. If the Refurbishments trigger any legally required alterations or modifications to the Premises or Building, the costs of any such alterations or modifications shall be paid by Tenant (and may be paid out of the Refurbishment Allowance), provided that Landlord shall be responsible for any "path of travel" compliance costs or requirements.

(b) **Space Planning**. In addition to the Refurbishment Allowance, Landlord shall provide Tenant with up to $0.15 per rentable square foot of the Premises (i.e., up to $3,478.80) for costs of preliminary space plans for any Refurbishments.

(c) **Disbursement**. Landlord shall disburse the Refurbishment Allowance to Tenant for costs paid by Tenant in connection with Refurbishments within thirty (30) days after Tenant's submittal of invoices marked paid or other reasonable evidence of amounts expended by Tenant on Refurbishments, together with applicable lien waivers and releases.

(d) **Rent Credit**. Tenant shall have the right, upon written notice to Landlord, to elect to apply all or any portion of the Refurbishment Allowance as a credit against the next Basic Rent payable by Tenant under the Lease, provided that the amount of any such credit taken in any particular month shall not exceed fifty percent (50%) of the Basic Rent owing in such month.

(e) **Other Terms**. Notwithstanding anything contained herein to the contrary, in no event shall the aggregate of Landlord's disbursements for Refurbishments and the amount of any Rent credit exceed the Refurbishment Allowance. In the event that the Refurbishment Allowance, or any portion thereof, is not utilized by Tenant,

whether for Refurbishments or as a credit against Basic Rent as provided above, prior to January 1, 2017, then such unused amounts shall automatically be applied as a credit against the Basic Rent next coming due under the Lease, as amended hereby. Notwithstanding anything to the contrary contained in the Lease, as amended hereby, at the end of the Term Tenant shall not be required to remove any improvements existing in the Premises as of the date hereof, nor any Refurbishments constructed in accordance with this Section 2, except to the extent that any such Refurbishments do not consist solely of customary general office improvements.

3. **Extended Lease Term**. Pursuant to the Lease, the Term of the Lease is scheduled to expire on December 31, 2016. Landlord and Tenant hereby agree to extend the Lease Term for a period of ten (10) years and five (5) months, from January 1, 2017, until May 31, 2027 (the "**Second Extended Term**"), on the terms and conditions set forth in the Lease, as hereby amended by this Second Amendment, unless sooner terminated as provided in the Lease.

4. **Option to Extend Lease Term**.

4.1 **Option Right**. Landlord hereby grants to the originally named Tenant herein ("**Original Tenant**") or an assignee pursuant to a Permitted Transfer per the terms of Section 19.2 of the Lease, two (2) options to extend the Term of the Lease for a period of five (5) years each (each, an "**Option Term**"), which options shall be irrevocably exercised only by written notice delivered by Tenant to Landlord not earlier than twelve (12) and not later than nine (9) months prior to the end of the Second Extended Term, or first Option Term, as applicable, provided that the following conditions **(**the "**Option Conditions**") are satisfied: (i) as of the date of delivery of such notice, Tenant is not in default under this Lease after expiration of any applicable notice and cure period provided therin; (ii) as of the end of the Second Extended Term, or first Option Term, as applicable, Tenant is not in default under this Lease beyond any applicable notice and cure period provided therein; and (iii) the Lease then remains in full force and effect. Landlord may, at Landlord's option, exercised in Landlord's sole and absolute discretion, waive any of the Option Conditions in which case the option, if otherwise properly exercised by Tenant, shall remain in full force and effect. Upon the proper exercise of such option to extend, and provided that Tenant satisfies all of the Option Conditions (except those, if any, which are waived by Landlord), the Term of the Lease, as it applies to the Premises, shall be extended for a period of five (5) years. The rights contained in this Section 4.1 may be exercised by Tenant or an assignee pursuant to a Permitted Transfer per the terms of Section 19.2 of the Lease only (and not by any other assignee, sublessee or other transferee of Tenant's interest in this Lease).

4.2 **Option Rent**. The annual Rent payable by Tenant during the Option Term (the "**Option Rent**") shall be equal to the "Fair Rental Value," as that term is defined below, for the Premises as of the commencement date of the Option Term. The "**Fair Rental Value**," as used in this Lease, shall be equal to the annual rent per rentable square foot (including additional rent and considering any "base year" or "expense stop" applicable thereto), including all escalations, at which tenants, are leasing non-renewal, non-sublease, non-encumbered, non-equity space which is not significantly greater or smaller in size than the subject space, for a comparable lease term, in an arm's length transaction, which comparable space is located in the

"Comparable Buildings," as that term is defined in this Section 4.2, below (transactions satisfying the foregoing criteria shall be known as the "**Comparable Transactions**"), taking into consideration the following concessions (the "**Concessions**"): (a) rental abatement concessions, if any, being granted such tenants in connection with such comparable space; (b) tenant improvements or allowances provided or to be provided for such comparable space, and taking into account the value, if any, of the existing improvements in the subject space, such value to be based upon the age, condition, design, quality of finishes and layout of the improvements and the extent to which the same can be utilized by a general office user other than Tenant; and (c) other reasonable monetary concessions being granted such tenants in connection with such comparable space; provided, however, that in calculating the Fair Rental Value, no consideration shall be given to (i) the fact that Landlord is or is not required to pay a real estate brokerage commission in connection with Tenant's exercise of its right to extend the Lease Term, or the fact that landlords are or are not paying real estate brokerage commissions in connection with such comparable space, and (ii) any period of rental abatement, if any, granted to tenants in comparable transactions in connection with the design, permitting and construction of tenant improvements in such comparable spaces. If between the date hereof and the date Tenant exercises its right to lease the Premises for the Option Term, Tenant's financial strength has materially declined, then the Fair Rental Value shall additionally include a determination as to whether, and if so to what extent, Tenant must provide Landlord with financial security, such as a letter of credit or guaranty, for Tenant's Rent obligations in connection with Tenant's lease of the Premises during the Option Term. Such determination shall be made by reviewing the extent of financial security then generally being imposed in Comparable Transactions from tenants of comparable financial condition and credit history to the then existing financial condition and credit history of Tenant (with appropriate adjustments to account for differences in the then-existing financial condition of Tenant and such other tenants). The term "**Comparable Buildings**" shall mean first-class high-rise office buildings in the downtown financial district of San Francisco, California, comparable in size, quality, and location to the Building.

4.3 **Determination of Option Rent**. In the event Tenant timely and appropriately exercises an option to extend the Lease Term, Landlord shall notify Tenant of Landlord's determination of the Option Rent on or before the Lease Expiration Date. If Tenant, on or before the date which is thirty (30) days following the date upon which Tenant receives Landlord's determination of the Option Rent, in good faith objects to Landlord's determination of the Option Rent, then Landlord and Tenant shall attempt to agree upon the Option Rent using their best good-faith efforts. If Landlord and Tenant fail to reach agreement within thirty (30) days following Tenant's objection to the Option Rent (the "**Outside Agreement Date**"), then each party shall make a separate determination of the Option Rent, as the case may be, within five (5) days, and such determinations shall be submitted to arbitration in accordance with Sections 4.3(a) through (g), below.

(a) Landlord and Tenant shall each appoint one arbitrator who shall be, at the option of the appointing party, a MAI appraiser, real estate broker or real estate lawyer, who shall have been active over the five (5) year period ending on the date of such appointment in the leasing or appraisal, as the case may be, of commercial high-rise properties in the downtown financial district of San Francisco, California. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's

or Tenant's submitted Option Rent is the closest to the actual Option Rent, taking into account the requirements of Section 4.2 of this Lease, as determined by the arbitrators. Each such arbitrator shall be appointed within fifteen (15) days after the Outside Agreement Date. Landlord and Tenant may consult with their selected arbitrators prior to appointment and may select an arbitrator who is favorable to their respective positions. The arbitrators so selected by Landlord and Tenant shall be deemed "**Advocate Arbitrators**."

(b) The two (2) Advocate Arbitrators so appointed shall be specifically required pursuant to an engagement letter within ten (10) days of the date of the appointment of the last appointed Advocate Arbitrator to agree upon and appoint a third arbitrator ("**Neutral Arbitrator**") who shall be qualified under the same criteria set forth hereinabove for qualification of the two Advocate Arbitrators, except that neither the Landlord or Tenant or either parties' Advocate Arbitrator may, directly or indirectly, consult with the Neutral Arbitrator prior or subsequent to his or her appearance. The Neutral Arbitrator shall be retained via an engagement letter jointly prepared by Landlord's counsel and Tenant's counsel.

(c) The three arbitrators shall, within thirty (30) days of the appointment of the Neutral Arbitrator, reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Option Rent, and shall notify Landlord and Tenant thereof.

(d) The decision of the majority of the three arbitrators shall be binding upon Landlord and Tenant.

(e) If either Landlord or Tenant fails to appoint an Advocate Arbitrator within fifteen (15) days after the Outside Agreement Date, then either party may petition the presiding judge of the Superior Court of San Francisco County to appoint such Advocate Arbitrator subject to the criteria in Section 2.2.3.1 of this Lease, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such Advocate Arbitrator.

(f) If the two (2) Advocate Arbitrators fail to agree upon and appoint the Neutral Arbitrator, then either party may petition the presiding judge of the Superior Court of San Francisco County to appoint the Neutral Arbitrator, subject to criteria in Section 2.2.3.2 of this Lease, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such arbitrator.

(g) The cost of the arbitration shall be paid by Landlord and Tenant equally.

(h) In the event that the Option Rent shall not have been determined pursuant to the terms hereof prior to the commencement of the Option Term, Tenant shall be required to pay the Option Rent initially provided by Landlord to Tenant, and upon the final determination of the Option Rent, the payments made by Tenant shall be reconciled with the actual amounts of Option Rent due, and the appropriate party shall make any corresponding payment to the other party.

5. **Rent**.

5.1 **Base Rent**. Prior to January 1, 2017, Tenant shall continue to pay monthly installments of Base Rent for the Premises in accordance with the terms of the Lease. During the Second Extended Term, Tenant shall pay monthly installments of Base Rent for the Premises as follows:

Calendar Year	Annual Basic Rent	Monthly Basic Rent	Annual Rental Rate per Square Foot
2017	$1,669,824.00	$139,152.00	$ 72.00
2018	$1,719,918.72	$143,326.56	$ 74.16
2019	$1,771,516.28	$147,626.36	$ 76.38
2020	$1,824,661.77	$152,055.15	$ 78.68
2021	$1,879,401.62	$156,616.80	$ 81.04
2022	$1,935,783.67	$161,315.31	$ 83.47
2023	$1,993,857.18	$166,154.77	$ 85.97
2024	$2,053,672.90	$171,139.41	$ 88.55
2025	$2,115,283.08	$176,273.59	$ 91.21
2026	$2,178,741.58	$181,561.80	$ 93.94
2027	N/A	$187,008.65	$ 96.76

5.2 **Abated Basic Rent**. Provided that Tenant is not then in default of the Lease (as hereby amended), then during the period commencing on January 1, 2017, and ending on May 31, 2017 (the "**Rent Abatement Period**"), Tenant shall not be obligated to pay any Basic Rent otherwise attributable to the Premises during such Rent Abatement Period (the "**Rent Abatement**"). Landlord and Tenant acknowledge that the aggregate amount of the Rent Abatement equals $695,760.00 (*i.e.*, $139,152.00 per month). The foregoing Rent Abatement has been granted to Tenant as additional consideration for entering into this Second Amendment, and for agreeing to pay the Rent and perform the terms and conditions otherwise required under the Lease (as hereby amended). If Tenant shall be in default under the Lease (as hereby amended) and shall fail to cure such default within the notice and cure period, if any, permitted for cure pursuant to the Lease (as hereby amended), Tenant's right to the Rent Abatement shall be suspended until such default is cured and Tenant shall immediately be obligated to begin paying Basic Rent for the Premises in full until such default is cured. Further, if the Lease (as

hereby amended) is terminated due to a default by Tenant or a rejection by Tenant of the Lease in bankruptcy, then Landlord may at its option, by notice to Tenant, elect that the dollar amount of the unapplied portion of the Rent Abatement as of the date of such termination shall be converted to a credit to be applied to the Basic Rent applicable at the end of the Second Extended Term.

5.3 **Basic Rent Credit**. Landlord hereby grants a one-time credit against Basic Rent in the amount of $69,032.38, which shall be applied against the Basic Rent otherwise owed by Tenant for the first month following the Rent Abatement Period.

5.4 **Tenant's Share of Expenses**. During the remainder of the existing Term of the Lease, Tenant shall continue to be obligated to pay Tenant's Share of Expenses in connection with the Premises in accordance with the terms of the Lease. Effective as of January 1, 2017, and continuing throughout the Second Extended Term, Tenant shall continue to pay Tenant's Share of Expenses in connection with the Premises; provided that for purposes of calculating the amount of Tenant's Share of Expenses during the Second Extended Term, the Base Year shall be calendar year 2017.

6. **Amendments to Lease**.

6.1 **Operating Costs**. Notwithstanding anything to the contrary set forth in the Lease as hereby amended, Operating Costs for the applicable Base Year shall include market-wide cost increases due to extraordinary circumstances, including, but not limited to, Force Majeure, boycotts, strikes, conservation surcharges, embargoes or shortages, or amortized costs relating to capital improvements; provided, however, that at such time as any such particular assessments, charges, costs or fees are no longer included in Operating Costs, such particular assessments, charges, costs or fees shall be excluded from the Base Year calculation of Operating Costs.

6.2 **Audit Right**. The last sentence of Section 6.6 of the Office Lease is hereby deleted and replaced with the following: "In the event Tenant's audit shall disclose that Landlord has overstated Tenant's pro rata share of Operating Costs, Landlord shall refund the overstated amounts paid by Tenant within ten (10) business days after receipt of the audit. Notwithstanding the foregoing, in the event that Landlord disputes, in good faith, the results of the audit, Landlord shall have the right to submit such dispute to arbitration under the expedited commercial arbitration rules of JAMS. The results of such arbitration shall be binding, and the costs thereof shall be paid by Tenant, provided that if such results show that Landlord has overstated Tenant's Share of Operating Costs by five percent (5%) or more in any one (1) accounting year, then Landlord shall pay for the reasonable costs of the audit, and arbitration, not to exceed, however, $10,000.00. If the audit, or such arbitration, results in a finding that Tenant has underpaid Tenant's Share of Operating Costs, then Tenant shall pay such underpaid amount to Landlord within thirty (30) days after such final determination."

6.3 **Casualty Damage**. Notwithstanding the terms of Article 10 of the Office Lease, if any damage required to be restored by Landlord is not fully covered by the insurance required to be carried by Landlord pursuant to the terms of the Lease or actually carried by Landlord, in each case with the exception of any deductibles or self-insured retentions, then Landlord shall have the right to terminate the Lease upon thirty (30) days written notice to Tenant.

6.4 **Assignment and Subletting**. The "seventy percent (70%)" amount set forth in Section 19.5 of the Office Lease is hereby deleted and replaced with the amount "fifty percent (50%)".

7. **No Discrimination**. There shall be no discrimination against, or segregation of, any person or persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Premises, or any portion thereof, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Premises, or any portion thereof.

8. **Notices**. Notwithstanding anything to the contrary contained in the Lease, as of the date of this Second Amendment, any Notices to Landlord must be sent, transmitted, or delivered, as the case may be, to the following addresses:

if to Landlord:

Columbia REIT - 650 California LLC
c/o Columbia Property Trust
221 Main Street, Suite 100
San Francisco, CA 94111
Attention: _____

With a copy to:

Columbia REIT - 650 California LLC
c/o Columbia Property Trust
One Glenlake Parkway, Suite 1200
Atlanta, Georgia 30328
Attention: Asset manager of West Region

and to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, California 90067
Attention: Anton N. Natsis, Esq.

9. **Broker**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Second Amendment other than CBRE, Inc., and Cushman & Wakefield of California, Inc. (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Second Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without

limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party. The terms of this Section shall survive the expiration or earlier termination of the term of the Lease, as hereby amended.

10. **OFAC**. As an inducement to Landlord to enter into this Second Amendment, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control ("**OFAC**") of the United States Department of the Treasury pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "**Prohibited Person**"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) neither Tenant (nor any person, group, entity or nation which owns or controls Tenant, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including any assignment of the Lease or any subletting of all or any portion of the Premises, or the making or receiving of any contribution or funds, goods or services, to or for the benefit of a Prohibited Person. In connection with the foregoing, it is expressly understood and agreed that (x) any material breach by Tenant of the foregoing representations and warranties that directly causes actual material damage to Landlord shall be an event of default by Tenant under the Lease, and (y) the representations and warranties contained in this Section shall be continuing in nature and shall survive the expiration or earlier termination of the Lease.

11. **No Further Modification**. Except as specifically set forth in this Second Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above written.

LANDLORD:

COLUMBIA REIT -
650 CALIFORNIA, LLC,
a Delaware limited liability company

By: Columbia Property Trust Operating Partnership, L.P.
a Delaware limited partnership,
Its sole member

By: Columbia Property Trust, Inc.,
a Maryland corporation,
its general partner

By: E. Nelson Mills
Name: _____
Its: _____

TENANT:

TEXTAINER EQUIPMENT
MANAGEMENT (U.S.) LIMITED,
a Delaware corporation

By: Hilliard C. Terry, III
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Exhibit 4.7

TEXTAINER GROUP HOLDINGS LIMITED
2015 SHARE INCENTIVE PLAN

(as amended and restated effective May 21, 2015)

1. Purposes of the Plan. The purposes of this Plan are to attract and retain the best available personnel, to provide additional incentives to Employees, Directors and Consultants and to promote the success of the Company's business.

2. Definitions. The following definitions shall apply as used herein and in the individual Award Agreements except as defined otherwise in an individual Award Agreement. In the event a term is separately defined in an individual Award Agreement, such definition shall supercede the definition contained in this Section 2.

(a) "Administrator" means the Board or any of the Committees appointed to administer the Plan.

(b) "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 promulgated under the Exchange Act.

(c) "Applicable Laws" means the legal requirements relating to the Plan and the Awards under applicable provisions of U.S. federal securities laws, foreign or state corporate and securities laws, the Code, the rules of any applicable share exchange or national market system, and the rules of any non-U.S. jurisdiction applicable to Awards granted to residents therein.

(d) "Assumed" means that pursuant to a Corporate Transaction either (i) the Award is expressly affirmed by the Company or (ii) the contractual obligations represented by the Award are expressly assumed (and not simply by operation of law) by the successor entity or its Parent in connection with the Corporate Transaction with appropriate adjustments to the number and type of securities of the successor entity or its Parent subject to the Award and the exercise or purchase price thereof which at least preserves the compensation element of the Award existing at the time of the Corporate Transaction as determined in accordance with the instruments evidencing the agreement to assume the Award.

(e) "Award" means the grant of an Option, SAR, Dividend Equivalent Right, Restricted Shares, Restricted Share Unit or other right or benefit under the Plan.

(f) "Award Agreement" means the written agreement evidencing the grant of an Award executed by the Company and the Grantee, including any amendments thereto.

(g) "Board" means the Board of Directors of the Company.

(h) "Cause" means, with respect to the termination by the Company or a Related Entity of the Grantee's Continuous Service, that such termination is for "Cause" as such term (or word of like import) is expressly defined in a then-effective written agreement between

the Grantee and the Company or such Related Entity, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee's: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Company or a Related Entity; (ii) dishonesty, intentional misconduct or material breach of any agreement with the Company or a Related Entity; or (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; provided, however, that with regard to any agreement that defines "Cause" on the occurrence of or in connection with a Corporate Transaction or a Change in Control, such definition of "Cause" shall not apply until a Corporate Transaction or a Change in Control actually occurs.

(i) "Change in Control" means a change in ownership or control of the Company after the Registration Date effected through either of the following transactions:

(i) the direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company or by a Company-sponsored employee benefit plan or by a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's issued and outstanding securities pursuant to a tender or exchange offer made directly to the Company's shareholders which a majority of the Continuing Directors who are not Affiliates or Associates of the offeror do not recommend such shareholders accept, or

(ii) a change in the composition of the Board over a period of twelve (12) months or less such that a majority of the Board members (rounded up to the next whole number) ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who are Continuing Directors.

(j) "Code" means the U.S. Internal Revenue Code of 1986, as amended.

(k) "Committee" means any committee composed of members of the Board appointed by the Board to administer the Plan.

(l) "Common Shares" means the common shares of the Company.

(m) "Company" means Textainer Group Holdings Limited, a Bermuda company, or any successor entity that adopts the Plan in connection with a Corporate Transaction.

(n) "Consultant" means any person (other than an Employee or a Director, solely with respect to rendering services in such person's capacity as a Director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity.

(o) "Continuing Directors" means members of the Board who either (i) have been Board members continuously for a period of at least twelve (12) months or (ii) have been Board members for less than twelve (12) months and were elected or nominated for election as Board members by at least a majority of the Board members described in clause (i) who were still in office at the time such election or nomination was approved by the Board.

(p) "Continuous Service" means that the provision of services to the Company or a Related Entity in any capacity of Employee, Director or Consultant is not interrupted or terminated. In jurisdictions requiring notice in advance of an effective termination as an Employee, Director or Consultant, Continuous Service shall be deemed terminated upon the actual cessation of providing services to the Company or a Related Entity notwithstanding any required notice period that must be fulfilled before a termination as an Employee, Director or Consultant can be effective under Applicable Laws. A Grantee's Continuous Service shall be deemed to have terminated either upon an actual termination of Continuous Service or upon the entity for which the Grantee provides services ceasing to be a Related Entity. Continuous Service shall not be considered interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entity, or any successor, in any capacity of Employee, Director or Consultant, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee, Director or Consultant (except as otherwise provided in the Award Agreement). An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave. For purposes of each Incentive Stock Option granted under the Plan, if such leave exceeds three (3) months, and reemployment upon expiration of such leave is not guaranteed by statute or contract, then the Incentive Stock Option shall be treated as a Non-Qualified Stock Option on the day three (3) months and one (1) day following the expiration of such three (3) month period.

(q) "Corporate Transaction" means any of the following transactions, provided, however, that the Administrator shall determine under parts (iv) and (v) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(i) a merger, amalgamation or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated;

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(iii) the complete liquidation or dissolution of the Company;

(iv) any reverse merger or amalgamation or series of related transactions culminating in a reverse merger or amalgamation (including, but not limited to, a tender offer followed by a reverse merger or amalgamation) in which the Company is the surviving or continuing entity but (A) the Common Shares issued and outstanding immediately prior to such merger or amalgamation are converted or exchanged by virtue of the merger or amalgamation into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than forty percent (40%) of the total combined voting power of the Company's issued and outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such merger or amalgamation or the initial transaction culminating in such merger or amalgamation; or

(v) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's issued and outstanding securities but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction.

(r) "Covered Employee" means an Employee who is a "covered employee" under Section 162(m)(3) of the Code.

(s) "Director" means a member of the Board or the board of directors of any Related Entity.

(t) "Disability" means as defined under the long-term disability policy of the Company or the Related Entity to which the Grantee provides services regardless of whether the Grantee is covered by such policy. If the Company or the Related Entity to which the Grantee provides service does not have a long-term disability plan in place, "Disability" means that a Grantee is unable to carry out the responsibilities and functions of the position held by the Grantee by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Grantee will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Administrator in its discretion.

(u) "Dividend Equivalent Right" means a right entitling the Grantee to compensation measured by dividends paid with respect to Common Shares.

(v) "Employee" means any person, including an Officer or Director, who is in the employ of the Company or any Related Entity, subject to the control and direction of the Company or any Related Entity as to both the work to be performed and the manner and method of performance. The payment of a director's fee by the Company or a Related Entity shall not be sufficient to constitute "employment" by the Company.

(w) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

(x) "Fair Market Value" means, as of any date, the value of Common Shares determined as follows:

(i) If the Common Shares are listed on one or more established stock exchanges or national market systems, including without limitation, the New York Stock Exchange, its Fair Market Value shall be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Common Shares are listed (as determined by the Administrator) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Administrator deems reliable;

(ii) If the Common Shares are regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such share as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Common Share shall be the mean between the high bid and low asked prices for the Common Share on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Shares of the type described in (i) and (ii), above, the Fair Market Value thereof shall be determined by the Administrator in good faith.

(y) "Grantee" means an Employee, Director or Consultant who receives an Award under the Plan.

(z) "Incentive Stock Option" means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

(aa) "Non-Qualified Stock Option" means an Option not intended to qualify as an Incentive Stock Option.

(bb) "Officer" means a person who is an officer of the Company or a Related Entity within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(cc) "Option" means an option to purchase Shares pursuant to an Award Agreement granted under the Plan.

(dd) "Parent" means a "parent corporation", whether now or hereafter existing, as defined in Section 424(e) of the Code.

(ee) "Performance-Based Compensation" means compensation qualifying as "performance-based compensation" under Section 162(m) of the Code.

(ff) "Plan" means this 2015 Share Incentive Plan (previously known as the 2007 Share Incentive Plan).

(gg) "Registration Date" means the first to occur of (i) the closing of the first sale to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended, of (A) the Common Shares or (B) the same class of securities of a successor or continuing corporation (or its Parent) issued pursuant to a Corporate Transaction in exchange for or in substitution of the Common Shares; and (ii) in the event of a Corporate Transaction, the date of the consummation of the Corporate Transaction if the same class of securities of the successor corporation (or its Parent) issuable in such Corporate Transaction shall have been sold to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, on or prior to the date of consummation of such Corporate Transaction.

(hh) "Related Entity" means any Parent or Subsidiary of the Company.

(ii) "Replaced" means that pursuant to a Corporate Transaction the Award is replaced with a comparable share award or a cash incentive program of the Company, the successor entity (if applicable) or Parent of either of them which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same (or a more favorable) vesting schedule applicable to such Award. The determination of Award comparability shall be made by the Administrator and its determination shall be final, binding and conclusive.

(jj) "Restricted Shares" means Shares issued under the Plan to a Grantee for such consideration, if any, and subject to such restrictions on transfer, rights of first refusal, repurchase provisions, forfeiture provisions, and other terms and conditions as established by the Administrator.

(kk) "Restricted Share Units" means an Award which may be earned in whole or in part upon the passage of time or the attainment of performance criteria established by the Administrator and which may be settled for cash, Shares or other securities or a combination of cash, Shares or other securities as established by the Administrator.

(ll) "Rule 16b-3" means Rule 16b-3 promulgated under the Exchange Act or any successor thereto.

(mm) "SAR" means a share appreciation right entitling the Grantee to Shares or cash compensation, as established by the Administrator, measured by appreciation in the value of Common Shares.

(nn) "Share" means a Common Share.

(oo) "Subsidiary" means a "subsidiary corporation", whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Shares Subject to the Plan.

(a) Subject to the provisions of Section 10, below, the maximum aggregate number of Shares that may be issued pursuant to Awards shall be 7,276,871, all of which may be available for grant as Incentive Stock Options. The Shares to be issued pursuant to Awards may be authorized, but unissued, or reacquired Common Shares.

(b) Any Shares covered by an Award (or portion of an Award) which is forfeited, canceled or expires (whether voluntarily or involuntarily) shall be deemed not to have been issued for purposes of determining the maximum aggregate number of Shares which may be issued under the Plan. Shares that actually have been issued under the Plan pursuant to an Award shall not be returned to the Plan and shall not become available for future issuance under the Plan, except that if unvested Shares are forfeited, or repurchased by the Company at the

lower of their original purchase price or their Fair Market Value at the time of repurchase, such Shares shall become available for future grant under the Plan. To the extent not prohibited by the listing requirements of the New York Stock Exchange (or other established stock exchange or national market system on which the Common Shares are traded) or Applicable Law, any Shares covered by an Award which are tendered to the Plan (i) in payment of the Award exercise or purchase price (including pursuant to the "net exercise" of an option pursuant to Section 7(b)(v)) or (ii) in satisfaction of tax withholding obligations incident to the exercise of an Award shall be deemed not to have been issued for purposes of determining the maximum number of Shares which may be issued pursuant to all Awards under the Plan, unless otherwise determined by the Administrator.

4. Administration of the Plan.

(a) Plan Administrator.

(i) Administration with Respect to Directors and Officers. With respect to grants of Awards to Directors or Employees who are also Officers or Directors of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws and to permit such grants and related transactions under the Plan to be exempt from Section 16(b) of the Exchange Act in accordance with Rule 16b-3. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board.

(ii) Administration With Respect to Consultants and Other Employees. With respect to grants of Awards to Employees or Consultants who are neither Directors nor Officers of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. The Board may authorize one or more Officers to grant such Awards and may limit such authority as the Board determines from time to time.

(iii) Administration With Respect to Covered Employees. Notwithstanding the foregoing, as of and after the date that the exemption for the Plan under Section 162(m) of the Code (or another exemption) is no longer available, as set forth in Section 18 below, grants of Awards to any Covered Employee intended to qualify as Performance-Based Compensation shall be made only by a Committee (or subcommittee of a Committee) which is comprised solely of two or more Directors eligible to serve on a committee making Awards qualifying as Performance-Based Compensation. In the case of such Awards granted to Covered Employees, references to the "Administrator" or to a "Committee" shall be deemed to be references to such Committee or subcommittee.

(iv) Administration Errors. In the event an Award is granted in a manner inconsistent with the provisions of this subsection (a), such Award shall be presumptively valid as of its grant date to the extent permitted by the Applicable Laws.

(b) Powers of the Administrator. Subject to Applicable Laws and the provisions of the Plan (including any other powers given to the Administrator hereunder), and except as otherwise provided by the Board, the Administrator shall have the authority, in its discretion:

(i) to select the Employees, Directors and Consultants to whom Awards may be granted from time to time hereunder;

(ii) to determine whether and to what extent Awards are granted hereunder;

(iii) to determine the number of Shares or the amount of other consideration to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions of any Award granted hereunder;

(vi) to amend the terms of any outstanding Award granted under the Plan, provided that (A) any amendment that would adversely affect the Grantee's rights under an outstanding Award shall not be made without the Grantee's written consent, provided, however, that an amendment or modification that may cause an Incentive Stock Option to become a Non-Qualified Stock Option shall not be treated as adversely affecting the rights of the Grantee, (B) the reduction of the exercise price of any Option awarded under the Plan and the base appreciation amount of any SAR awarded under the Plan shall be subject to shareholder approval and (C) canceling an Option or SAR at a time when its exercise price or base appreciation amount (as applicable) exceeds the Fair Market Value of the underlying Shares, in exchange for another Option, SAR, Restricted Shares, or other Award shall be subject to shareholder approval, unless the cancellation and exchange occurs in connection with a Corporate Transaction. Notwithstanding the foregoing, canceling an Option or SAR in exchange for another Option, SAR, Restricted Shares, or other Award with an exercise price, purchase price or base appreciation amount (as applicable) that is equal to or greater than the exercise price or base appreciation amount (as applicable) of the original Option or SAR shall not be subject to shareholder approval;

(vii) to construe and interpret the terms of the Plan and Awards, including without limitation, any notice of award or Award Agreement, granted pursuant to the Plan;

(viii) to grant Awards to Employees, Directors and Consultants employed outside the United States on such terms and conditions different from those specified in the Plan as may, in the judgment of the Administrator, be necessary or desirable to further the purpose of the Plan; and

(ix) to take such other action, not inconsistent with the terms of the Plan, as the Administrator deems appropriate.

The express grant in the Plan of any specific power to the Administrator shall not be construed as limiting any power or authority of the Administrator; provided that the

Administrator may not exercise any right or power reserved to the Board. Any decision made, or action taken, by the Administrator or in connection with the administration of this Plan shall be final, conclusive and binding on all persons having an interest in the Plan.

(c) Indemnification. In addition to such other rights of indemnification as they may have as members of the Board or as Officers or Employees of the Company or a Related Entity, members of the Board and any Officers or Employees of the Company or a Related Entity to whom authority to act for the Board, the Administrator or the Company is delegated shall be defended and indemnified by the Company to the extent permitted by law (but not, for the avoidance of doubt, for their fraud or dishonesty) on an after-tax basis against all reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any claim, investigation, action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any Award granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by the Company) or paid by them in satisfaction of a judgment in any such claim, investigation, action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such claim, investigation, action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct; provided, however, that within thirty (30) days after the institution of such claim, investigation, action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at the Company's expense to defend the same.

5. Eligibility. Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants. Incentive Stock Options may be granted only to Employees of the Company or a Parent or a Subsidiary of the Company. An Employee, Director or Consultant who has been granted an Award may, if otherwise eligible, be granted additional Awards. Awards may be granted to such Employees, Directors or Consultants who are residing in non-U.S. jurisdictions as the Administrator may determine from time to time.

6. Terms and Conditions of Awards.

(a) Types of Awards. The Administrator is authorized under the Plan to award any type of arrangement to an Employee, Director or Consultant that is not inconsistent with the provisions of the Plan and that by its terms involves or might involve the issuance of (i) Shares, (ii) cash or (iii) an Option, a SAR, or similar right with a fixed or variable price related to the Fair Market Value of the Shares and with an exercise or conversion privilege related to the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions. Such awards include, without limitation, Options, SARs, sales or bonuses of Restricted Shares, Restricted Share Units or Dividend Equivalent Rights, and an Award may consist of one such security or benefit, or two (2) or more of them in any combination or alternative.

(b) Designation of Award. Each Award shall be designated in the Award Agreement. In the case of an Option, the Option shall be designated as either an Incentive Stock Option or a Non-Qualified Stock Option. However, notwithstanding such designation, an Option will qualify as an Incentive Stock Option under the Code only to the extent the $100,000 dollar limitation of Section 422(d) of the Code is not exceeded. The $100,000 limitation of Section

422(d) of the Code is calculated based on the aggregate Fair Market Value of the Shares subject to Options designated as Incentive Stock Options which become exercisable for the first time by a Grantee during any calendar year (under all plans of the Company or any Parent or Subsidiary of the Company). For purposes of this calculation, Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of the Shares shall be determined as of the grant date of the relevant Option. In the event that the Code or the regulations promulgated thereunder are amended after the date the Plan becomes effective to provide for a different limit on the Fair Market Value of Shares permitted to be subject to Incentive Stock Options, then such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

(c) Conditions of Award. Subject to the terms of the Plan, the Administrator shall determine the provisions, terms, and conditions of each Award including, but not limited to, the Award vesting schedule, repurchase provisions, rights of first refusal, forfeiture provisions, form of payment (cash, Shares, or other consideration) upon settlement of the Award, payment contingencies, and satisfaction of any performance criteria. The performance criteria established by the Administrator may be based on any one of, or combination of, the following: (i) increase in share price, (ii) earnings per share, (iii) total shareholder return, (iv) operating margin, (v) gross margin, (vi) return on equity, (vii) return on assets, (viii) return on investment, (ix) operating income, (x) net operating income, (xi) pre-tax profit, (xii) cash flow, (xiii) revenue, (xiv) expenses, (xv) earnings before interest, taxes and depreciation, (xvi) economic value added and (xvii) market share. The performance criteria may be applicable to the Company, Related Entities and/or any individual business units of the Company or any Related Entity. Partial achievement of the specified criteria may result in a payment or vesting corresponding to the degree of achievement as specified in the Award Agreement. In addition, the performance criteria shall be calculated in accordance with generally accepted accounting principles, but excluding the effect (whether positive or negative) of any change in accounting standards and any extraordinary, unusual or nonrecurring item, as determined by the Administrator, occurring after the establishment of the performance criteria applicable to the Award intended to be performance-based compensation. Each such adjustment, if any, shall be made solely for the purpose of providing a consistent basis from period to period for the calculation of performance criteria in order to prevent the dilution or enlargement of the Grantee's rights with respect to an Award intended to be performance-based compensation.

(d) Acquisitions and Other Transactions. The Administrator may issue Awards under the Plan in settlement, assumption or substitution for, outstanding awards or obligations to grant future awards in connection with the Company or a Related Entity acquiring another entity, an interest in another entity or an additional interest in a Related Entity whether by merger or amalgamation, share purchase, asset purchase or other form of transaction.

(e) Deferral of Award Payment. The Administrator may establish one or more programs under the Plan to permit selected Grantees the opportunity to elect to defer receipt of consideration upon exercise of an Award, satisfaction of performance criteria, or other event that absent the election would entitle the Grantee to payment or receipt of Shares or other consideration under an Award. The Administrator may establish the election procedures, the timing of such elections, the mechanisms for payments of, and accrual of interest or other earnings, if any, on amounts, Shares or other consideration so deferred, and such other terms, conditions, rules and procedures that the Administrator deems advisable for the administration of any such deferral program.

(f) Separate Programs. The Administrator may establish one or more separate programs under the Plan for the purpose of issuing particular forms of Awards to one or more classes of Grantees on such terms and conditions as determined by the Administrator from time to time.

(g) Individual Limitations on Awards.

(i) Individual Limit for Options and SARs. Following the date that the exemption from application of Section 162(m) of the Code described in Section 18 (or any exemption having similar effect) ceases to apply to Awards, the maximum number of Shares with respect to which Options and SARs may be granted to any Grantee in any calendar year shall be two million (2,000,000) Shares. In connection with a Grantee's commencement of Continuous Service, a Grantee may be granted Options and SARs for up to an additional two million (2,000,000) Shares which shall not count against the limit set forth in the previous sentence. The foregoing limitations shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 10, below. To the extent required by Section 162(m) of the Code or the regulations thereunder, in applying the foregoing limitations with respect to a Grantee, if any Option or SAR is canceled, the canceled Option or SAR shall continue to count against the maximum number of Shares with respect to which Options and SARs may be granted to the Grantee. For this purpose, the repricing of an Option (or in the case of a SAR, the base amount on which the share appreciation is calculated is reduced to reflect a reduction in the Fair Market Value of the Common Shares) shall be treated as the cancellation of the existing Option or SAR and the grant of a new Option or SAR.

(ii) Individual Limit for Restricted Shares and Restricted Share Units. Following the date that the exemption from application of Section 162(m) of the Code described in Section 18 (or any exemption having similar effect) ceases to apply to Awards, for awards of Restricted Shares and Restricted Share Units that are intended to be Performance-Based Compensation, the maximum number of Shares with respect to which such Awards may be granted to any Grantee in any calendar year shall be two million (2,000,000) Shares. The foregoing limitation shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 10, below.

(h) Deferral. If the vesting or receipt of Shares under an Award is deferred to a later date, any amount (whether denominated in Shares or cash) paid in addition to the original number of Shares subject to such Award will not be treated as an increase in the number of Shares subject to the Award if the additional amount is based either on a reasonable rate of interest or on one or more predetermined actual investments such that the amount payable by the Company at the later date will be based on the actual rate of return of a specific investment (including any decrease as well as any increase in the value of an investment).

(i) Early Exercise. The Award Agreement may, but need not, include a provision whereby the Grantee may elect at any time while an Employee, Director or Consultant to exercise any part or all of the Award prior to full vesting of the Award. Any unvested Shares received pursuant to such exercise may be subject to a repurchase right in favor of the Company or a Related Entity or to any other restriction the Administrator determines to be appropriate.

(j) Term of Award. The term of each Award shall be the term stated in the Award Agreement, provided, however, that the term of an Incentive Stock Option shall be no more than ten (10) years from the date of grant thereof. However, in the case of an Incentive Stock Option granted to a Grantee who, at the time the Option is granted, owns shares representing more than ten percent (10%) of the voting power of all classes of shares of the Company or any Parent or Subsidiary of the Company, the term of the Incentive Stock Option shall be five (5) years from the date of grant thereof or such shorter term as may be provided in the Award Agreement. Notwithstanding the foregoing, the specified term of any Award shall not include any period for which the Grantee has elected to defer the receipt of the Shares or cash issuable pursuant to the Award.

(k) Transferability of Awards. Incentive Stock Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Grantee, only by the Grantee. Other Awards shall be transferable (i) by will and by the laws of descent and distribution and (ii) during the lifetime of the Grantee, to the extent and in the manner authorized by the Administrator. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Award in the event of the Grantee's death on a beneficiary designation form provided by the Administrator.

(l) Time of Granting Awards. The date of grant of an Award shall for all purposes be the date on which the Administrator makes the determination to grant such Award, or such other date as is determined by the Administrator.

7. Award Exercise or Purchase Price, Consideration and Taxes.

(a) Exercise or Purchase Price. The exercise or purchase price, if any, for an Award shall be as follows:

(i) In the case of an Incentive Stock Option:

(A) granted to an Employee who, at the time of the grant of such Incentive Stock Option owns shares representing more than ten percent (10%) of the voting power of all classes of shares of the Company or any Parent or Subsidiary of the Company, the per Share exercise price shall be not less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant; or

(B) granted to any Employee other than an Employee described in the preceding paragraph, the per Share exercise price shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(ii) In the case of a Non-Qualified Stock Option, the per Share exercise price shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(iii) In the case of Awards intended to qualify as Performance-Based Compensation, the exercise or purchase price, if any, shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(iv) In the case of SARs, the base appreciation amount shall not be less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(v) In the case of other Awards, such price as is determined by the Administrator.

(vi) Notwithstanding the foregoing provisions of this Section 7(a), in the case of an Award issued pursuant to Section 6(d), above, the exercise or purchase price for the Award shall be determined in accordance with the provisions of the relevant instrument evidencing the agreement to issue such Award.

(b) Consideration. Subject to Applicable Laws, the consideration to be paid for the Shares to be issued upon exercise or purchase of an Award including the method of payment, shall be determined by the Administrator. In addition to any other types of consideration the Administrator may determine, the Administrator is authorized to accept as consideration for Shares issued under the Plan the following:

(i) cash;

(ii) check;

(iii) repurchase of Shares which have a Fair Market Value on the date of repurchase equal to the aggregate exercise price of the Shares as to which said Award shall be exercised;

(iv) with respect to Options, if the exercise occurs on or after the Registration Date, payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (A) shall provide written instructions to a Company designated brokerage firm to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares and (B) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction;

(v) with respect to Options, payment through a "net exercise" such that, without the payment of any funds, the Grantee may exercise the Option and receive the net number of Shares equal to (i) the number of Shares as to which the Option is being exercised, multiplied by (ii) a fraction, the numerator of which is the Fair Market Value per Share (on such date as is determined by the Administrator) less the Exercise Price per Share, and the denominator of which is such Fair Market Value per Share (the number of net Shares to be received shall be rounded down to the nearest whole number of Shares); or

(vi) any combination of the foregoing methods of payment.

The Administrator may at any time or from time to time, by adoption of or by amendment to the standard forms of Award Agreement described in Section 4(b)(iv), or by other means, grant Awards which do not permit all of the foregoing forms of consideration to be used in payment for the Shares or which otherwise restrict one or more forms of consideration.

(c) Taxes. No Shares shall be delivered under the Plan to any Grantee or other person until such Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of any non-U.S., federal, state, or local income and employment tax withholding obligations, including, without limitation, obligations incident to the receipt of Shares. Upon exercise or vesting of an Award the Company shall withhold or collect from the Grantee an amount sufficient to satisfy such tax obligations, including, but not limited to, by repurchase of the whole number of Shares covered by the Award sufficient to satisfy the minimum applicable tax withholding obligations incident to the exercise or vesting of an Award (reduced to the lowest whole number of Shares if such number of Shares withheld would result in withholding a fractional Share with any remaining tax withholding settled in cash).

8. Exercise of Award.

(a) Procedure for Exercise; Rights as a Shareholder.

(i) Any Award granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator under the terms of the Plan and specified in the Award Agreement.

(ii) An Award shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Award by the person entitled to exercise the Award and full payment for the Shares with respect to which the Award is exercised has been made, including, to the extent selected, use of the broker-dealer sale and remittance procedure to pay the purchase price as provided in Section 7(b)(iv).

(b) Exercise of Award Following Termination of Continuous Service.

(i) An Award may not be exercised after the termination date of such Award set forth in the Award Agreement and may be exercised following the termination of a Grantee's Continuous Service only to the extent provided in the Award Agreement.

(ii) Where the Award Agreement permits a Grantee to exercise an Award following the termination of the Grantee's Continuous Service for a specified period, the Award shall terminate to the extent not exercised on the last day of the specified period or the last day of the original term of the Award, whichever occurs first.

(iii) Any Award designated as an Incentive Stock Option to the extent not exercised within the time permitted by law for the exercise of Incentive Stock Options following the termination of a Grantee's Continuous Service shall convert automatically to a Non-Qualified Stock Option and thereafter shall be exercisable as such to the extent exercisable by its terms for the period specified in the Award Agreement.

9. Conditions Upon Issuance of Shares.

(a) If at any time the Administrator determines that the delivery of Shares pursuant to the exercise, vesting or any other provision of an Award is or may be unlawful under Applicable Laws, the vesting or right to exercise an Award or to otherwise receive Shares pursuant to the terms of an Award shall be suspended until the Administrator determines that such delivery is lawful and shall be further subject to the approval of counsel for the Company with respect to such compliance. The Company shall have no obligation to effect any registration or qualification of the Shares under federal or state laws.

(b) As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required by any Applicable Laws.

10. Adjustments Upon Changes in Capitalization. Subject to any required action by the shareholders of the Company, the number of Shares covered by each outstanding Award, and the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan, the exercise or purchase price of each such outstanding Award, the maximum number of Shares with respect to which Awards may be granted to any Grantee in any calendar year, as well as any other terms that the Administrator determines require adjustment shall be proportionately adjusted for (i) any increase or decrease in the number of issued Shares resulting from a share split, reverse share split, share dividend, share subdivision or consolidation, bonus issue, combination or reclassification of the Shares, or similar transaction affecting the Shares, (ii) any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, or (iii) any other transaction with respect to Common Shares including a corporate merger, amalgamation, consolidation, acquisition of property or shares, separation (including a spin-off or other distribution of shares or property), reorganization, liquidation (whether partial or complete) or any similar transaction; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." In connection with the foregoing adjustments, the Administrator may, in its discretion, prohibit the exercise of Awards or other issuance of Shares, cash or other consideration pursuant to Awards during certain periods of time. Except as the Administrator determines, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason hereof shall be made with respect to, the number or price of Shares subject to an Award.

11. Corporate Transactions and Changes in Control.

(a) Termination of Award to Extent Not Assumed in Corporate Transaction. Effective upon the consummation of a Corporate Transaction, all outstanding Awards under the Plan shall terminate. However, all such Awards shall not terminate to the extent they are Assumed in connection with the Corporate Transaction.

(b) Acceleration of Award Upon Corporate Transaction or Change in Control.

(i) Corporate Transaction. Except as provided otherwise in an individual Award Agreement, in the event of a Corporate Transaction and:

(A) for the portion of each Award that is Assumed or Replaced, then such Award (if Assumed), the replacement Award (if Replaced), or the cash incentive program (if Replaced) automatically shall become fully vested, exercisable and payable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares (or other consideration) at the time represented by such Assumed or Replaced portion of the Award, immediately upon termination of the Grantee's Continuous Service if such Continuous Service is terminated by the successor company or the Company without Cause within twelve (12) months after the Corporate Transaction; and

(B) for the portion of each Award that is neither Assumed nor Replaced, such portion of the Award shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares (or other consideration) at the time represented by such portion of the Award, immediately prior to the specified effective date of such Corporate Transaction, provided that the Grantee's Continuous Service has not terminated prior to such date. For Awards that have an exercise feature, the portion of the Award that is not Assumed shall terminate under subsection (a) of this Section 11 to the extent not exercised prior to the consummation of such Corporate Transaction.

(ii) Change in Control. Except as provided otherwise in an individual Award Agreement, following a Change in Control (other than a Change in Control which also is a Corporate Transaction) and upon the termination of the Continuous Service of a Grantee if such Continuous Service is terminated by the Company or Related Entity without Cause within twelve (12) months after a Change in Control, each Award of such Grantee which is at the time outstanding under the Plan automatically shall become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value), immediately upon the termination of such Continuous Service.

(c) Effect of Acceleration on Incentive Stock Options. Any Incentive Stock Option accelerated under this Section 11 in connection with a Corporate Transaction or Change in Control shall remain exercisable as an Incentive Stock Option under the Code only to the extent the $100,000 dollar limitation of Section 422(d) of the Code is not exceeded.

12. Effective Date and Term of Plan. The Plan originally became effective in 2007. It was amended and restated effective as of May 19, 2010 and again May 21, 2015 (the "Restatement Effective Date"). It shall continue in effect for a term of ten (10) years from the Restatement Effective Date, unless sooner terminated; provided, that Incentive Stock Options under the Plan may not be granted after February 19, 2025. Subject to Section 17, below, and Applicable Laws, Awards may be granted from any portion of the Plan reserve upon its becoming effective.

13. Amendment, Suspension or Termination of the Plan.

(a) The Board may at any time amend, suspend or terminate the Plan; provided, however, that no such amendment shall be made without the approval of the Company's shareholders to the extent such approval is required by Applicable Laws, or if such amendment would lessen the shareholder approval requirements of Section 4(b)(vi) or this Section 13(a).

(b) No Award may be granted during any suspension of the Plan or after termination of the Plan.

(c) No suspension or termination of the Plan (including termination of the Plan under Section 11, above) shall adversely affect any rights under Awards already granted to a Grantee.

14. Reservation of Shares.

(a) The Company, during the term of the Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

(b) The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

15. No Effect on Terms of Employment/Consulting Relationship. The Plan shall not confer upon any Grantee any right with respect to the Grantee's Continuous Service, nor shall it interfere in any way with his or her right or the right of the Company or any Related Entity to terminate the Grantee's Continuous Service at any time, with or without Cause, and with or without notice. The ability of the Company or any Related Entity to terminate the employment of a Grantee who is employed at will is in no way affected by its determination that the Grantee's Continuous Service has been terminated for Cause for the purposes of this Plan.

16. No Effect on Retirement and Other Benefit Plans. Except as specifically provided in a retirement or other benefit plan of the Company or a Related Entity, Awards shall not be deemed compensation for purposes of computing benefits or contributions under any retirement plan of the Company or a Related Entity, and shall not affect any benefits under any other benefit plan of any kind or any benefit plan subsequently instituted under which the availability or amount of benefits is related to level of compensation. The Plan is not a "Retirement Plan" or "Welfare Plan" under the U.S. Employee Retirement Income Security Act of 1974, as amended.

17. Shareholder Approval. The grant of Incentive Stock Options under the Plan shall be subject to approval by the shareholders of the Company within twelve (12) months before or after the date the Plan is adopted excluding Incentive Stock Options issued in substitution for outstanding Incentive Stock Options pursuant to Section 424(a) of the Code. Such shareholder approval shall be obtained in the degree and manner required under Applicable Laws. The Administrator may grant Incentive Stock Options under the Plan prior to approval by the shareholders, but until such approval is obtained, no such Incentive Stock Option shall be

exercisable. In the event that shareholder approval is not obtained within the twelve (12) month period provided above, all Incentive Stock Options previously granted under the Plan shall be exercisable as Non-Qualified Stock Options.

18. Effect of Section 162(m) of the Code. Section 162(m) of the Code does not apply to the Plan prior to the Registration Date. Following the Registration Date, the Plan, and all Awards issued thereunder, are intended to be exempt from the application of Section 162(m) of the Code, which restricts under certain circumstances the U.S. Federal income tax deduction for compensation paid by a public company to named executives in excess of $1 million per year. The exemption is based on the Company's status as a "foreign private issuer" that does not file a "summary compensation table" as part of a proxy statement with the Securities and Exchange Commission. To the extent that the Administrator determines as of the date of grant of an Award that (i) the Award is intended to qualify as Performance-Based Compensation and (ii) the exemption described above (or another exemption) is no longer available with respect to such Award, such Award shall not be effective until any shareholder approval required under Section 162(m) of the Code has been obtained.

19. Unfunded Obligation. Grantees shall have the status of general unsecured creditors of the Company. Any amounts payable to Grantees pursuant to the Plan shall be unfunded and unsecured obligations for all purposes, including, without limitation, Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended. Neither the Company nor any Related Entity shall be required to segregate any monies from its general funds, or to create any trusts, or establish any special accounts with respect to such obligations. The Company shall retain at all times beneficial ownership of any investments, including trust investments, which the Company may make to fulfill its payment obligations hereunder. Any investments or the creation or maintenance of any trust or any Grantee account shall not create or constitute a trust or fiduciary relationship between the Administrator, the Company or any Related Entity and a Grantee, or otherwise create any vested or beneficial interest in any Grantee or the Grantee's creditors in any assets of the Company or a Related Entity. The Grantees shall have no claim against the Company or any Related Entity for any changes in the value of any assets that may be invested or reinvested by the Company with respect to the Plan.

20. Construction. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

21. Nonexclusivity of The Plan. Neither the adoption of the Plan by the Board, the submission of the Plan to the shareholders of the Company for approval, nor any provision of the Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of Awards otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

22. Governing Law. The Plan is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that

would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Should any provision of the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

Exhibit 4.15

AMENDMENT NO. 3 TO CREDIT AGREEMENT

THIS AMENDMENT NO. 3, dated as of June 19, 2015 (this "***Amendment***"), by and among TEXTAINER LIMITED ("***TL***" or the "***Borrower***"), a company with limited liability organized under the laws of Bermuda, TEXTAINER GROUP HOLDINGS LIMITED (the "***Guarantor"***), a company with limited liability organized under the laws of Bermuda, the financial institutions listed on the signature pages hereof under the headings "LENDERS" (each a "***Lender***" and, collectively, the "***Lenders***"), or "SWAP CONTRACT COUNTERPARTIES" (each a "***Swap Contract Counterparty***" and, collectively, the "***Swap Contract Counterparties***"), and BANK OF AMERICA, N.A., as administrative agent for the Lenders (in such capacity, the "***Administrative Agent***") and L/C Issuer, is made to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Borrower, the Guarantor, the Lenders and the Administrative Agent are parties to a Credit Agreement, dated as of September 24, 2012 (as amended by Amendment Number 1 to Credit Agreement and Security Agreement, dated as of July 25, 2013, and Consent and Amendment No. 2 to Credit Agreement and Security Agreement, dated as of April 30, 2014, the "***Credit Agreement***");

WHEREAS, the parties desire to amend the Credit Agreement in order to modify certain provisions thereof; and

WHEREAS, the Required Lenders have agreed to such amendment of the Credit Agreement, subject to the terms and conditions hereof;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) **Terms Defined in Credit Agreement**. All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) **Interpretation**. The rules of interpretation set forth in **Section 1.02** of the Credit Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2 Amendments to the Credit Agreement. Pursuant to **Section 11.01** of the Credit Agreement, the Credit Agreement is hereby amended as follows:

(a) Schedule 2.01 is hereby deleted and replaced with Schedule 2.01 attached hereto as Exhibit A.

(b) The definition of "**Term Facility**" is hereby deleted and all references to "**Term Facility**" in the Credit Agreement are hereby replaced with "**Segregated Collateral Pool Debt**".

(c) **Section 1.01** of the Credit Agreement is hereby amended as follows:

(i) The following new defined terms are hereby added to Section 1.01 in the appropriate alphabetical order:

""***Sale Leaseback Containers***" means containers acquired by the Borrower from a lessee in a sale leaseback transaction whereby, simultaneously with such acquisition, such lessee leases the relevant containers from the Borrower."

""***Segregated Collateral Pool Debt***" means Indebtedness of the Borrower (a) governed by documentation substantially similar to the Credit Agreement and (b) secured by one or more Segregated Collateral Pools."

""***Third Amendment Effective Date***" means June 19, 2015."

(ii) The pricing table contained in the definition of "**Applicable Rate**" is hereby amended and restated in its entirety as follows:

	Applicable Rate			
Pricing Level	Consolidated Leverage Ratio of Guarantor	Commitment Fee	Eurodollar Rate & Letters of Credit	Base Rate
1	≤2.75:1	0.175%	1.25%	0.75%
2	> 2.75:1 but ≤ 3.25:1	0.225%	1.50%	1.00%
3	> 3.25:1	0.275%	1.75%	1.25%

(iii) The definition of "**Base Rate**" is hereby amended by adding the following language after "(c) the Eurodollar Rate plus 1%":

"; and if the Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement."

(iv) Subsection (b) of the definition of "**Change of Control**" is hereby amended and restated in its entirety to read as follows:

"(b) during any period of twelve (12) consecutive months, a majority of the members of the board of directors or other equivalent governing body of such Person cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body."

(v) The definition of "**Eurodollar Base Rate**" in clause (a) of the Definition of "**Eurodollar Rate**" is hereby amended and restated in its entirety to read as follows:

""**Eurodollar Base Rate**" means the rate per annum equal to the London Interbank Offered Rate ("LIBOR") or a comparable or successor rate which rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other commercially available source providing

quotations as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period or (ii) if such rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted and with a term equivalent to such Interest Period would be offered by Bank of America's London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two (2) Business Days prior to the commencement of such Interest Period; and if the Eurodollar Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement, and"

(vi) The definition of "**Eurodollar Base Rate**" in clause (b) of the Definition of "**Eurodollar Rate**" is hereby amended and restated in its entirety to read as follows:

""**Eurodollar Base Rate**" means the rate per annum equal to (i) LIBOR or a comparable or successor rate which rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other commercially available source providing quotations as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m. (London time) determined two (2) Business Days prior to such date for Dollar deposits being delivered in the London interbank market for a term of one month commencing that day or (ii) if such rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted and with a term equivalent to such Interest Period would be offered by Bank of America's London Branch to major banks in the London interbank eurodollar market at their request at the date and time of determination; and if the Eurodollar Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement."

(vii) The definition of "**L/C Issuer**" is hereby amended and restated in its entirety as follows:

""L/C Issuer" means Bank of America and Wells Fargo, in their capacities as issuers of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder."

(viii) The definition of "**Letter of Credit Sublimit**" is hereby amended and restated in its entirety as follows:

""Letter of Credit Sublimit" means an amount equal to Fifty Million Dollars ($50,000,000), to be allocated among the L/C Issuers as indicated on Schedule 2.01 hereto. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments."

(ix) The definition of "**Loan Notice**" is hereby amended by adding the following language after "which shall be substantially in the form of Exhibit A":

"or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower."

(x) The definition of "**Maturity Date**" is hereby amended and restated in its entirety to read as follows:

""***Maturity Date***" means June [ ], 2020."

(xi) The definition of "**Responsible Officer**" is hereby amended by deleting the period after "so designated by any of the foregoing officers in a notice to the Administrative Agent" and adding the following language to the end of the sentence:

"or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent."

(xii) The definition of "**Sanctioned Person**" is hereby amended and restated in its entirety to read as follows:

""***Sanctioned Person***" means any Person that is: (a) named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC available at http://www.treas.gov/offices/eotffc/ofac/sdn/index.html, or as otherwise published from time to time, (b) listed on OFAC's Consolidated Non-SDN List; or (c) a Person that is a Sanctions target pursuant to any territorial or country-based Sanctions program."

(xiii) The definition of "**Sanctions**" is hereby amended and restated in its entirety to read as follows:

""***Sanctions***" means individually and collectively, respectively, any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and anti-terrorism laws, including but not limited to those imposed, administered or enforced from time to time by (a) the United States of America, including those administered by OFAC, the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) Her Majesty's Treasury or (e) any other sanctions authority with authority over a Loan Party."

(d) **Section 2.02(a)** of the Credit Agreement is hereby amended by adding the following language after "notice to the Administrative Agent, which may be given by:":

"(A) telephone or (B) a Loan Notice; *provided that* any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a Loan Notice."

(e) **Section 2.02(a)** of the Credit Agreement is hereby further amended by deleting the following sentence in the fifteenth line thereof:

"Each telephonic notice by the Borrower pursuant to this **Section 2.02(a)** must be confirmed promptly by deliver to the Administrative Agent of a written Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower."

(f) **Section 2.04** of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

> **"2.04 Acknowledgment of Multiple L/C Issuers.** Each of the parties to this Agreement acknowledges that one or more L/C Issuers may issue or amend Letters of Credit as set forth in this **Article II** and each reference to L/C Issuer herein shall refer to the applicable L/C Issuer with respect to the Letters of Credit issued by such L/C Issuer and, as the context may require, all L/C Issuers."

(g) **Section 2.05(a)** of the Credit Agreement is hereby amended by adding the following language after the last sentence thereof:

> "For clarification, such notice of prepayment may be in any such form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer."

(h) **Section 2.14(a)** of the Credit Agreement is hereby amended by deleting "One Hundred Million Dollars ($100,000,000)" therein and replacing it with "Three Hundred Million Dollars ($300,000,000)".

(i) **Section 3.01(e)** of the Credit Agreement is hereby amended by adding the following new subsection (iv) after subsection (iii) thereof:

> "(iv) For purposes of determining withholding taxes imposed under FATCA, from and after the effective date of this Agreement, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent and the Borrower to treat) the Loans hereunder as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(j) **Section 5.20** of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

> "**5.20 Foreign Assets Control Regulations, Etc.** No Loan Party or Subsidiary thereof nor, to the knowledge of the Loan Parties, any director, officer, employee, agent, affiliate or representative of such Loan Party or its Subsidiaries, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject of any Sanctions, (ii) located, organized, residing or operating in any Designated Jurisdiction, or (iii) included on OFAC's List of Specially Designated nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other applicable sanctions authority in a jurisdiction where any Loan Party employs or contracts personnel and conducts material operations."

(k) **Article V** of the Credit Agreement is hereby amended by adding the following new **Section 5.22** at the end of such Article:

"**5.22 Anti-Corruption Laws.** Each Loan Party has conducted its business in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and other similar applicable anti-corruption legislation in other jurisdictions where any Loan Party employs or contracts personnel and conducts material operations, and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws."

(l) **Article VI** of the Credit Agreement is hereby amended by adding the following new **Section 6.17** at the end of such Article:

"**6.17 Anti-Corruption Laws.** Conduct its business in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and other similar applicable anti-corruption legislation in other jurisdictions where any Loan Party employs or contracts personnel and conducts material operations, and maintain policies and procedures designed to promote and achieve compliance with such laws."

(m) **Section 7.14** of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"**7.14 Prepayments, Etc. of Indebtedness.** Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Indebtedness with a stated maturity later than the Maturity Date, except (a) the prepayment of Credit Extensions in accordance with the terms of this Agreement, (b) regularly scheduled or required repayments, prepayments or redemptions of Indebtedness set forth in **Schedule 5.05**, and (c) repayments and prepayments of the Segregated Collateral Pool Debt; *provided that* voluntary prepayments under subsection (c) above will only be permitted if at the time of such prepayment, no Default exists or would exist as a result of such prepayment.

(n) **Article VII** of the Credit Agreement is hereby amended by adding the following new **Sections 7.19 and 7.20** at the end of such Article:

"**7.19 Sanctions.** Directly or indirectly, use the proceeds of any Credit Extension, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to such Loan Party's knowledge, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any individual or entity (including any individual or entity participating in the transaction, whether as Lender, Arranger, Administrative Agent, L/C Issuer, or otherwise) of Sanctions.

7.20 Anti-Corruption Laws. Directly or indirectly use the proceeds of any Credit Extension for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and other similar applicable anti-corruption legislation in other jurisdictions where any Loan Party employs or contracts personnel and conducts material operations."

(o) **Section 9.10(b)(ii)** of the Credit Agreement is hereby amended and restated in its entirety as follows:

(ii) In the event of the granting of Liens on Collateral consisting of a Segregated Collateral Pool to secure the Segregated Collateral Pool Debt, the Lenders, the Administrative Agent and the L/C Issuer agree that the Secured Parties' Lien on such Collateral automatically shall be released so long as (w) such requests for release may be made no more frequently than quarterly (and with respect to releases relating solely to Sale Leaseback Containers, no more frequently than monthly), (x) such Liens are granted in connection with establishing Segregated Collateral Pool Debt, or are necessary to maintain compliance with the borrowing base provisions of such Segregated Collateral Pool Debt, or the Borrower wishes to dispose of assets then included in such Segregated Collateral Pool, (y) the Borrower shall have submitted to the Administrative Agent a Borrowing Base Report demonstrating that, immediately prior to and after giving pro forma effect to any such requested release of Collateral, the Total Outstandings shall not exceed the lesser of (1) the Aggregate Commitments and (2) the Borrowing Base, and (z) except in the case of any release of Sale Leaseback Containers acquired after the Third Amendment Effective Date, the Borrower shall have submitted to the Administrative Agent a certificate, in form and substance satisfactory to the Administrative Agent, showing that after giving effect to such release of Collateral (as compared to the Collateral included in the Borrowing Base immediately prior to such release), (A) the Weighted Average age of the Eligible Marine Containers shall not have increased by more than one year, (B) the Weighted Average long term lease remaining tenor shall not have decreased by more than nine months, (C) the Weighted Average long term lease composition (as a percentage of the aggregate Borrowing Base pool of Eligible Marine Containers) shall not have decreased by more than five percentage points, (D) no individual customer's concentration percentage shall have increased by more than five percentage points, measured by net book value, and (E) off-hire containers composition (as a percentage of the aggregate Borrowing Base pool of Eligible Marine Containers, measured by net book value) shall not have increased by more than two percentage points. For purposes of this section, ***"Weighted Average"*** for any factor, and any group of Eligible Marine Containers, shall be based on the net book value for such group of Eligible Marine Containers. In such event, the Administrative Agent, on behalf of the Secured Parties, shall be deemed to have released such Collateral from the Lien of the Collateral Documents, and the Administrative Agent shall, at Borrower's request, within three (3) Business Days execute any documentation reasonably required to evidence such release."

(p) **Section 11.17** of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"**11.17 Electronic Execution of Assignments and Certain Other Documents.** The words "delivery," "execute," "execution," "signed," "signature," and words of like import in any Loan Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic

Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary neither the Administrative Agent, the L/C Issuer nor any Lender is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent, the L/C Issuer or such Lender pursuant to procedures approved by it and provided further without limiting the foregoing, upon the request of any party, any electronic signature shall be promptly followed by such manually executed counterpart.

(q) **Article XI** of the Credit Agreement is hereby amended by adding the following new **Section 11.21** at the end of such Article:

"**11.21 Appointment of Borrower.** Each of the Loan Parties hereby appoints the Borrower to act as its agent for all purposes of this Agreement, the other Loan Documents and all other documents and electronic platforms entered into in connection herewith and agrees that (a) the Borrower may execute such documents and provide such authorizations on behalf of such Loan Parties as the Borrower deems appropriate in its sole discretion and each Loan Party shall be obligated by all of the terms of any such document and/or authorization executed on its behalf, (b) any notice or communication delivered by the Administrative Agent, L/C Issuer or a Lender to the Borrower shall be deemed delivered to each Loan Party and (c) the Administrative Agent, L/C Issuer or the Lenders may accept, and be permitted to rely on, any document, authorization, instrument or agreement executed by the Borrower on behalf of each of the Loan Parties."

SECTION 3 Conditions of Effectiveness. **Section 2** of this Amendment shall become effective, as of the date first above written, upon the satisfaction of the following conditions:

(a) The execution and delivery of this Amendment by the Borrower, the Administrative Agent and all Lenders.

(b) There shall not have occurred a material adverse change (a) in the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Guarantor, the Borrower or their Subsidiaries, taken as a whole, since December 31, 2014, (b) the ability of the Borrower or the Guarantor to perform its Obligations under the Loan Documents, (c) the legality, validity, binding effect or enforceability against the Borrower or Guarantor of the Loan Documents (collectively, a "***Material Adverse Effect***"), or (d) in the facts and information regarding the Borrower and Guarantor as represented to date.

(c) The absence of any action, suit, investigation or proceeding pending or, to the knowledge of the Borrower or any Guarantor, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to have a Material Adverse Effect.

(d) The Administrative Agent shall have received a satisfactory opinion of US and Bermuda counsel to the Loan Parties and certified copies of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officer of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party.

(e) The Borrower shall have paid or caused to be paid all of the fees described in (i) that

certain fee letter, dated as of May 21, 2015, by and among Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and the Borrower and (ii) that certain fee letter, dated as of the date hereof, by and among Wells Fargo Bank, National Association, and the Borrower.

(f) The Borrower shall have paid all amounts described in **Section 6(b)** hereof that have been invoiced prior to the date hereof.

SECTION 4 Representations and Warranties. Each Loan Party hereby represents and warrants to the Administrative Agent, the Swap Contract Counterparties and the Lenders as follows:

(a) Each Loan Party hereby confirms and restates, as of the date hereof, the representations and warranties made by it in **Article V** of the Credit Agreement and in the other Loan Documents. For the purposes of this **Section 4**, any representations and warranties which relate solely to an earlier date shall not be deemed confirmed and restated as of the date hereof (*provided that* such representations and warranties shall be true, correct and complete as of such earlier date).

(b) This Amendment has been duly executed and delivered by each Loan Party. The execution, delivery and performance by each Loan Party of this Amendment is within such Loan Party's corporate powers and has been duly authorized by all necessary corporate or other organizational action. This Amendment and the Credit Agreement as amended hereby, and all other Loan Documents to which such Loan Party is a party constitute the legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is a party thereto in accordance with its terms.

(c) The execution and delivery by such Loan Party of this Amendment and the performance by such Loan Party of this Amendment and the Credit Agreement as amended hereby will not (a) violate any Law, the violation of which could be reasonably expected to result in a Material Adverse Effect, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Contractual Obligation to which such Loan Party is a party or affecting such Loan Party or the Properties of such Loan Party or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property is subject.

(d) No Default or Event of Default has occurred and is continuing.

SECTION 5 Ratification. Except as expressly amended hereby, the Credit Agreement, the other Loan Documents and all documents, instruments and agreements related thereto, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The Credit Agreement, together with this Amendment, shall be read and construed as a single agreement. All references in the Loan Documents to the Credit Agreement or any other Loan Document shall hereafter refer to the Credit Agreement or any other Loan Document as amended hereby. The Lenders' and the Administrative Agent's execution and delivery of, or acceptance of, this Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future.

SECTION 6 Miscellaneous.

(a) **No Reliance**. The Borrower hereby acknowledges and confirms to the Administrative Agent, the Swap Contract Counterparties and the Lenders that the Borrower is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(b) **Costs and Expenses**. The Borrower agrees to pay to the Administrative Agent on

demand the reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel to the Administrative Agent, in connection with the preparation, negotiation, execution and delivery of this Amendment.

(c) **Binding Effect**. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the Borrower, the Administrative Agent, each Lender and their respective successors and assigns.

(d) **Governing Law**. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION; PROVIDED THAT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.**

(e) **Complete Agreement; Amendments**. This Amendment, together with the other Loan Documents, contains the entire and exclusive agreement of the parties hereto and thereto with reference to the matters discussed herein and therein. This Amendment supersedes all prior commitments, drafts, communications, discussions and understandings, oral or written, with respect thereto. This Amendment may not be modified, amended or otherwise altered except in accordance with the terms of **Section 11.01** of the Credit Agreement.

(f) **Severability**. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Amendment shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Amendment, or the validity or effectiveness of such provision in any other jurisdiction.

(g) **Counterparts**. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment.

(h) **Loan Documents**. This Amendment shall constitute a Loan Document.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

THE BORROWER

TEXTAINER LIMITED

By /s/ Christopher C. Morris
Name: Christopher C. Morris
Title: Executive Vice President

THE ADMINISTRATIVE AGENT

BANK OF AMERICA, N.A.

By /s/ Lilianan Claar
Name:
Title: Vice President

CONSENTED TO AND ACKNOWLEDGED BY:

GUARANTOR

TEXTAINER GROUP HOLDINGS LIMITED

By /s/ Christopher C. Morris
Name: Christopher C. Morris
Title: Executive Vice President

THE LENDERS:

BANK OF AMERICA, N.A., as a Lender and as L/C Issuer

By /s/ Irene Bertozzi Bartenstein
Name:
Title: Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender, as L/C Issuer and as Co-Documentation Agent

By Jerri Kallam
Name:
Title: Director

BNP PARIBAS,
as a Lender and as Co-Documentation Agent

By /s/ Andrew Stratos & Stephanie Klien
Name:
Title:

ROYAL BANK OF CANADA,

By /s/ Kevin Flynn
Name:
Title: Authorized Signatory

UNION BANK, N.A.,
as a Lender and as Co-Documentation Agent

By /s/ Michael McCauley
Name:
Title:

KEYBANK NATIONAL ASSOCIATION

By /s/ Tad Stainbrook
Name:
Title:

JPMORGAN CHASE BANK. N.A.

By /s/ C. Cedric Reynolds
Name:
Title:

CITIBANK, NATIONAL ASSOCIATION

By /s/ Nancy Dias
Name:
Title:

DBS BANK LTD., LOS ANGELES AGENCY

By /s/ Yeo How Ngee
Name:
Title:

SANTANDER BANK, N .A.

By /s/ Daniel Russell
Name:
Title:

FIRST HAWAIIAN BANK

By /s/ Darlene Blakeney
Name:
Title:

BRANCH BANKING AND TRUST COMPANY

By /s/ Brian R. Jones
Name:
Title:

UMPQUA BANK

By /s/ John Brennan
Name:
Title:

THE SWAP CONTRACT COUNTERPARTIES:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By /s/ Joe Hunter
Name:
Title:

UNION BANK, N.A.

By /s/ Michael McCauley
Name:
Title:

SCHEDULE 2.01
TO CREDIT AGREEMENT

Exhibit A

COMMITMENTS AND APPLICABLE PERCENTAGES

Lender	Commitment	Applicable Percentage	L/C Sublimit
Bank of America, N.A.	$ 95,000,000	13.571428571%	$25,000,000
Royal Bank of Canada	$ 95,000,000	13.571428571%	$ 0
Union Bank, N.A.	$ 80,000,000	11.428571428%	$ 0
Wells Fargo Bank, National Association	$ 80,000,000	11.428571428%	$25,000,000
BNP Paribas	$ 80,000,000	11.428571428%	$ 0
KeyBank National Association	$ 50,000,000	7.142857142%	$ 0
JPMorgan Chase Bank, N.A.	$ 50,000,000	7.142857142%	$ 0
DBS Bank Ltd., Los Angeles Agency	$ 40,000,000	5.714285714%	$ 0
Santander Bank, N.A.	$ 30,000,000	4.285714285%	$ 0
First Hawaiian Bank	$ 30,000,000	4.285714285%	$ 0
Branch Banking and Trust Company	$ 30,000,000	4.285714285%	$ 0
Citibank, National Association	$ 25,000,000	3.571428571%	$ 0
Umpqua Bank	$ 15,000,000	2.142857142%	$ 0
TOTAL	**$700,000,000**	**100.000000000%**	**$50,000,000**

Exhibit 4.28

AMENDMENT NUMBER 8
TO CREDIT AGREEMENT

THIS AMENDMENT NUMBER 8, dated as of March 18, 2015 (this "***Amendment***"), by and among TW CONTAINER LEASING, LTD., a company with limited liability organized under the laws of Bermuda (the "***Borrower***"), the financial institutions listed on the signature pages hereof under the heading "LENDERS" (each a "***Lender***" and, collectively, the "***Lenders***"), and WELLS FARGO SECURITIES LLC., as administrative agent for the Lenders (in such capacity, the "***Administrative Agent***"), is made to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to a Credit Agreement, dated as of August 5, 2011 (the "***Credit Agreement***");

WHEREAS, the parties desire to amend the Credit Agreement in order to modify certain provisions of the Credit Agreement; and

WHEREAS, subject to the terms and conditions hereof, all of the Lenders have agreed to such amendments to the Credit Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) **Terms Defined in Credit Agreement**. All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) **Interpretation**. The rules of interpretation set forth in **Section 1.2** of the Credit Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2 Amendments to the Credit Agreement.

(a) Amendments. Pursuant to **Section 15.12** of the Credit Agreement, the Credit Agreement is hereby amended as follows:

(i) Schedule 1 to the Credit Agreement is deleted and replaced with Schedule 1 hereto.

(ii) The definition of "Advance Rate" appearing in Section 1.1 of the Credit Agreement is amended to read as follows:

"Advance Rate". One of the following:

(A) for each Eligible Finance Lease, ninety percent (90%); or

(B) for each Eligible Owner Container, eighty percent (80%).

(iii) Clause (c) of the definition of "Early Amortization Event" appearing in Section 1.1 of the Credit Agreement is hereby amended to read as follows:

"(c) The Finance Lease Default Ratio (as set forth on the most recent Management Report) exceeds thirteen percent (13%)."

(iv) Clause (c) of Section 12.1 is amended to read as follows:

"(c) the Aggregate Loan Principal Balance exceeds the Asset Base on any Payment Date and the Borrower does not remedy such situation within ninety (90) days following the occurrence of such condition; provided, however, that if (x) such condition exists due to the occurrence of a Defaulted Finance Lease and (y) the Finance Lease Default Ratio is less than thirteen percent (13%), the period to cure such condition shall be extended from ninety (90) days to two hundred ten (210) days;"

(b) **References Within Credit Agreement**. Each reference in the Credit Agreement to "this Agreement" and the words "hereof," "herein," "hereunder," or words of like import, shall mean and be a reference to the Credit Agreement as amended by this Amendment.

SECTION 3 Conditions of Effectiveness. The effectiveness of **Section 2** of this Amendment shall become effective as of the date first above written (the "**Effective Date**"), upon receipt by the Administrative Agent of this Amendment duly executed and delivered by the Borrower, the Administrative Agent and all of the Lenders.

SECTION 4 Representations and Warranties. To induce the Lenders to enter into this Amendment, the Borrower hereby confirms and restates, as of the date hereof, the representations and warranties made by it in **Section 7** of the Credit Agreement and in the other Loan Documents; provided that any such representations and warranties which relate solely to an earlier date shall not be deemed confirmed and restated as of the date hereof (*provided* that such representations and warranties shall be true, correct and complete as of such earlier date).

SECTION 5 Miscellaneous.

(a) **Notice**. The Administrative Agent shall notify the Borrower and the Lenders of the occurrence of the Effective Date and promptly thereafter distribute to the Borrower and the Lenders copies of all documents delivered under **Section 3** of this Amendment.

(b) **Credit Agreement Otherwise Not Affected**. Except as expressly amended pursuant hereto, the Credit Agreement shall remain unchanged and in full force and effect and is hereby ratified and confirmed in all respects by the terms of this Agreement. The execution and delivery of, or acceptance of, this Amendment by the parties hereto shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future. All Loans under the Credit

Agreement that remain unpaid on the Effective Date shall remain outstanding and all other liens and encumbrances created by the terms of the Loan Documents shall remain in full force and effect.

(c) **No Reliance**. The Borrower hereby acknowledges and confirms to the Administrative Agent and the Lenders that the Borrower is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(d) **Costs and Expenses**. The Borrower agrees to pay to the Administrative Agent on demand the reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel to the Administrative Agent, in connection with the preparation, negotiation, execution and delivery of this Amendment.

(e) **Binding Effect**. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the Borrower, the Administrative Agent and each Lender and their respective successors and assigns.

(f) **Governing Law**. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(g) **Complete Agreement; Amendments**. This Amendment, together with the other Loan Documents, contains the entire and exclusive agreement of the parties hereto and thereto with reference to the matters discussed herein and therein. This Amendment supersedes all prior commitments, drafts, communications, discussions and understandings, oral or written, with respect thereto. This Amendment may not be modified, amended or otherwise altered except in accordance with the terms of **Section 15.12** of the Credit Agreement.

(h) **Severability**. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Amendment shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Amendment, or the validity or effectiveness of such provision in any other jurisdiction.

(i) **Counterparts**. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

(j) **Loan Document.** This Amendment shall constitute a Loan Document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

THE BORROWER

TW CONTAINER LEASING, LTD.

By /s/ Christopher Morris
Name:
Title:

By /s/ Laks Swaminathan
Name:
Title:

THE ADMINISTRATIVE AGENT

WELLS FARGO SECURITIES LLC

By /s/ Hatesh Singh
Name:
Title:

CONSENTED TO AND ACKNOWLEDGED BY:

THE LENDERS

WELLS FARGO BANK, NATIONAL ASSOCIATION

By /s/ Hatesh Singh

SCHEDULE 1

Lender	Commitment	Commitment Percentage	Address
Wells Fargo Bank, National Association	$300,000,000	100%	301 South College Street MAC 010155082 Charlotte, NC 28288

Exhibit 4.44

TEXTAINER MARINE CONTAINERS IV LIMITED

Issuer

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Indenture Trustee

AMENDED AND RESTATED INDENTURE

Dated as of February 4, 2015

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This Amended and Restated Indenture, dated as of February 4, 2015 (as amended or supplemented from time to time as permitted hereby, the "Indenture"), between TEXTAINER MARINE CONTAINERS IV LIMITED, an exempted company with limited liability incorporated and existing under the laws of Bermuda (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer and Wells Fargo Bank, National Association, as indenture trustee, entered into an Indenture, dated as of August 5, 2013 (as amended as of October 29, 2013, the "Prior Agreement");

WHEREAS, the Issuer and the Indenture Trustee wish to amend the Prior Agreement as of February 4, 2015 (the "Restatement Date"), and, for ease of reference, to restate the terms of the Indenture in their entirety;

NOW THEREFORE, in consideration of the mutual agreements herein contained, each party agrees as follows for the benefit of the Noteholders and each Interest Rate Hedge Provider:

GRANTING CLAUSE

To secure the payment of the Aggregate Outstanding Obligations and the performance of all of the Issuer's covenants and agreements in this Indenture and each other Related Document to which it is a party, the Issuer hereby grants, assigns, conveys, mortgages, pledges, charges, hypothecates and transfers to the Indenture Trustee, for the benefit of the Noteholders of all Series of Notes and each Interest Rate Hedge Provider, a first priority perfected security interest in and to all assets and property of the Issuer (other than the Series-Specific Collateral), whether now existing or hereafter acquired, including without limitation all of the Issuer's right, title and interest in, to and under the following (other than the Series-Specific Collateral), whether now existing or hereafter created or acquired (with respect to clauses (v) through (xv) below, only to the extent such assets or property arise out of or in any way relate to (but only to the extent they relate to) the Managed Containers):

(i) the Managed Containers and all other Transferred Assets;

(ii) all Deposit Accounts and all Securities Accounts, including the Trust Account, the Excess Funding Account, any Pre-Funding Account and any Series Account, and all cash and cash equivalents, Eligible Investments, Financial Assets, Investment Property, Securities Entitlements and other instruments or amounts credited or deposited from time to time in any of the foregoing;

(iii) the Contribution and Sale Agreement, each Container Transfer Agreement, the Management Agreement, Interest Rate Hedge Agreement and each other Related Document to which the Issuer is a party;

(iv) all collections received by the Issuer from the operation of the Managed Containers, including any Issuer Proceeds and Pre-Adjustment Issuer Proceeds, on deposit in the Master Account;

(v) all Accounts;

(vi) all Chattel Paper, and all Leases and all schedules, supplements, amendments, modifications, renewals, extensions and all guaranties and other credit support with respect to the foregoing and all rentals, payments and monies due and to become due in respect of the foregoing, and all rights to terminate or compel performance thereof;

(vii) all Contracts;

(viii) all Documents;

(ix) all General Intangibles;

(x) all Instruments;

(xi) all Inventory;

(xii) all Supporting Obligations;

(xiii) all Equipment;

(xiv) all Letter of Credit Rights;

(xv) all Commercial Tort Claims;

(xvi) all property of the Issuer held by the Indenture Trustee including, without limitation, all property of every description now or hereafter in the possession or custody of or in transit to the Indenture Trustee for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of the Issuer, or as to which the Issuer may have any right or power;

(xvii) the right of the Issuer to terminate, perform under, or compel performance of the terms of the Container Related Agreements and all claims for damages arising out of the breach of any Container Related Agreement;

(xviii) any guarantee of the Container Related Agreements and any rights of the Issuer in respect of any subleases or assignments permitted under the Container Related Agreements;

(xix) all or any part of insurance proceeds of all or any part of the Collateral and all proceeds of the voluntary or involuntary disposition of all or any part of the Collateral or such proceeds;

(xx) any and all payments made or due to the Issuer in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority and any other cash or non-cash receipts from the sale, exchange, collection or other disposition of all or any part of the Collateral;

(xxi) to the extent not otherwise included, all income, payments and Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing;

provided, *however*, that, notwithstanding the foregoing, the "Collateral" shall specifically exclude (A) any Series-Specific Collateral and (B) any Managed Container that (1) is on lease to a Prohibited Person or (2) to the actual knowledge of the Issuer or the Manager, is subleased to a Prohibited Person or located or used in a Prohibited Jurisdiction in a manner which would violate the laws of the United States (other than pursuant to a license issued by OFAC).

All of the property described in this Granting Clause is herein collectively called the "Collateral" and as such is security for the payment of the Aggregate Outstanding Obligations and the performance of all of the Issuer's covenants and agreements in this Indenture and each other Related Document to which it is a party.

In furtherance of the foregoing, the Issuer hereby grants, assigns, conveys, mortgages, pledges, charges, hypothecates and transfers to the Indenture Trustee, for the benefit of the Noteholders and each Interest Rate Hedge Provider, (i) a fixed charge over the Contribution and Sale Agreement, each Container Transfer Agreement and the Management Agreement and (ii) a floating charge over all other assets of the Issuer (other than the Series-Specific Collateral).

In furtherance of the foregoing, the Issuer hereby appoints the Indenture Trustee as its designee for purposes of exercising the power of attorney granted by the Manager pursuant to Section 11.4 of the Management Agreement.

The Indenture Trustee acknowledges such Grant, accepts the trusts hereunder in accordance with the provisions hereof, and agrees to perform the duties herein required as hereinafter provided. Notwithstanding the foregoing, the Indenture Trustee does not assume, and shall have no liability to perform, any of the Issuer's obligations under any agreement included in the Collateral and shall have no liability arising from the failure of the Issuer or any other Person to duly perform any such obligations. The Issuer hereby confirms and the Indenture Trustee hereby acknowledges that the Issuer does not currently have any rights with respect to Commercial Tort Claims on the date hereof.

The Issuer hereby irrevocably authorizes the Indenture Trustee at any time, and from time to time, to file in any filing office in any UCC jurisdiction any financing statements (including any such financing statements claiming a security interest in all assets of the Issuer, other than the Series-Specific Collateral) and amendments thereto that (i) indicate the Collateral, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, and (ii) provide any other information required by Article 9 of the UCC for

the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Issuer is an organization, the type of organization and any organizational identification number issued to the Issuer. The Issuer agrees to furnish any such information to the Indenture Trustee promptly upon the Indenture Trustee's request. The Issuer also ratifies its authorization for the Indenture Trustee to have filed in any jurisdiction any similar initial financing statements or amendments thereto if filed prior to the date hereof.

ARTICLE I

DEFINITIONS

Section 101. Defined Terms.

Capitalized terms used in this Indenture shall have the following meanings and the definitions of such terms shall be equally applicable to both the singular and plural forms of such terms:

Account: Any "account", as such term is defined in Section 9-102(a)(2) of the UCC.

Accrual Condition: As of any Transfer Date, the condition that shall exist if the Managed Containers transferred on such Transfer Date shall be transferred to the Issuer without the transfer of accrued rentals that are owed by the related Lessee for periods prior to the Transfer Date.

Additional Funding Amount: For each Transfer Date, an amount equal to the product of (i) the actual number of days in the two (2) calendar months immediately following such Transfer Date and (ii) the then average daily gross billed (per diem) rate on all Leases in effect on such Transfer Date with respect to all Eligible Containers transferred on such Transfer Date.

Administrative Agent: If applicable, this term shall have the meaning set forth in the related Supplement for the respective Series.

Advance Rate: With respect to any Series of Notes then Outstanding (or any Class thereof), the percentage specified as such in the related Supplement.

Affiliate: With respect to a specified Person, any other Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Aggregate Asset Base: As of any date of determination, the sum of the Asset Bases for all Series of Notes then Outstanding.

Aggregate Net Book Value: As of any date of determination, an amount equal to the sum of the Net Book Values of all Eligible Containers of all Series.

Aggregate Outstanding Obligations: As of any date of determination, an amount equal to the sum of (i) the Outstanding Obligations for all Series of Notes then Outstanding, and (ii) all other amounts owing by the Issuer to the Indenture Trustee, each Administrative Agent, any Noteholder or any Interest Rate Hedge Provider pursuant to the terms of any Related Document.

Aggregate Principal Balance: As of any date of determination, an amount equal to the sum of the then Unpaid Principal Balance of all Series of Notes then Outstanding.

Applicable Law: With respect to any Person or Managed Container, all law, treaties, judgment, decrees, injunctions, waits, rules, regulations, orders, directives, concessions, licenses and permits of any Governmental Authority applicable to such Person or its Property or in respect of its operations.

Asset Allocation Percentage. As of any date of determination for each Series of Notes then Outstanding, a fraction (expressed as a percentage) equal to (A) divided by (B), as follows:

(A) (x) the Asset Entitlement for such Series of Notes as of such date of determination, divided by (y) an amount equal to (1) one hundred percent (100%) minus (2) the Required Overcollateralization Percentage for such Series; and

(B) the aggregate of clause (A) as determined for all Series then Outstanding as of such date of determination.

Notwithstanding the foregoing or any other provision herein or in the Related Documents, if on any date of determination only one Series of Notes is then Outstanding, the Asset Allocation Percentage for such Series of Notes on such date of determination shall be equal to one hundred percent (100%).

Asset Base: As of any date of determination for each Series of Notes, the amount identified as such in the related Supplement.

Asset Base Deficiency: As of any date of determination, the condition that exists if the Aggregate Principal Balance exceeds the Aggregate Asset Base on such date. If such term is used in a quantitative context, the amount of the Asset Base Deficiency shall be equal to the amount of such excess.

Asset Base Report: A certificate with appropriate insertions setting forth the components of the Asset Base as of the date of determination for which such certificate is submitted, which certificate shall be substantially in the form of Exhibit A to this Indenture (and, for purposes of any Series, including any additional Asset Base Report that may be required pursuant to the terms of the Supplement under which such Series was issued) and shall be certified by an Authorized Signatory of the Manager or one of its permitted Affiliates on behalf of the Manager.

Asset Entitlement. As of any date of determination for each Series of Notes then Outstanding, an amount equal to the Unpaid Principal Balance of such Series of Notes as of such date of determination.

Authorized Signatory: Any Person designated by written notice delivered to the Indenture Trustee as authorized to execute documents and instruments on behalf of a Person.

Available Distribution Amount: For any Payment Date, all amounts in the Trust Account on the related Determination Date that consist of: (i) Issuer Proceeds, less certain sums deducted in accordance with the terms of the Management Agreement, in each case for the most recently completed Collection Period, (ii) all Warranty Purchase Amounts and Manager Advances received by the Issuer after the Determination Date in the immediately preceding month, (iii) any earnings on Eligible Investments in the Trust Account to the extent that such earnings were credited to such account after the Determination Date in the immediately preceding month, (iv) if such Payment Date occurs in one of the two (2) calendar months immediately succeeding any Transfer Date, an amount equal to the product of (x) fifty percent (50%) and (y) the Additional Funding Amount for such Transfer Date, (v) funds transferred from the Excess Funding Account on such Payment Date and (vi) any capital contribution (to the extent consisting of cash) made to the Issuer after the Determination Date in the immediately preceding month. In no event shall the Available Distribution Amount include the proceeds of the Containers and Leases sold at the direction of a Liquidating Series pursuant to Section 804(b) of this Indenture.

Bankruptcy Code: The United States Bankruptcy Reform Act of 1978, as amended.

Book-Entry Custodian: The Person appointed pursuant to the terms of this Indenture to act in accordance with a certain letter of representations agreement such Person has with the Depositary, in which the Depositary delegates its duties to maintain the Book-Entry Notes to such Person and authorizes such Person to perform such duties.

Book-Entry Notes: Collectively, the Rule 144A Book-Entry Notes, the Regulation S Temporary Book-Entry Notes and the Unrestricted Book-Entry Notes.

Business Day: Any day other than a Saturday, a Sunday or a day on which the New York Stock Exchange, the Federal Reserve Bank or banking institutions in San Francisco, California, New York, New York, London, United Kingdom, Amsterdam, The Netherlands or the city in which the Corporate Trust Office is located, are authorized or are obligated by law, executive order or governmental decree to be closed.

Capital Contribution: With respect to any Person, any cash and/or the fair market value of any property contributed to the capital of such Person by the owners of the equity interests thereof.

Casualty Loss: Any of the following events with respect to any Managed Container: (a) the actual total loss or compromised total loss of such Managed Container, (b) the loss, theft or destruction of such Managed Container, (c) thirty (30) days following a determination by, or on behalf of, the Issuer that such Managed Container is damaged beyond repair or permanently rendered unfit for use for any reason whatsoever, (d) the seizure, condemnation or confiscation of such Managed Container for a period exceeding sixty (60) days or (e) if such Managed Container is subject to a Lease, such Managed Container shall have been deemed under its Lease to have suffered a casualty loss as to the entire Managed Container. In determining the date on which a Casualty Loss occurred, the application of the time frames set forth in clauses (a) through (e) above shall in no event result in the deemed occurrence of a Casualty Loss prior to the date on which an officer of the Issuer or the Manager obtains actual knowledge of such Casualty Loss.

Chattel Paper: Any lease (including any Finance Lease) or other "chattel paper", as such term is defined in Section 9-102(a)(11) of the UCC.

Class: With respect to any Series, all Notes within such Series having the same rights to payment under the related Supplement.

Code: The Internal Revenue Code of 1986, as amended, or any successor statute thereto.

Collateral: This term shall have the meaning set forth in the Granting Clause of this Indenture.

Collection Allocation Percentage. As of any date of determination for each Series of Notes, a fraction (expressed as a percentage) equal to (A) divided by (B), as follows:

(A) the Invested Amount for such Series of Notes; and

(B) the sum of the Invested Amount for all Series of Notes Outstanding (exclusive of the Invested Amount for any Liquidation Deficiency Series).

Collection Period: The period from the first day of the calendar month immediately preceding the month in which such Payment Date occurs through and including the last day of such calendar month.

Collections: With respect to any Collection Period, all payments (including any cash proceeds) actually received by the Issuer, or by the Manager on behalf of the Issuer, with respect to the Managed Containers and the other items of Collateral.

Commercial Tort Claims: Any "commercial tort claim", as such term is defined in 9-102(a)(13) of the UCC.

Competitor: Any Person engaged and competing with any of the Issuer, TL, TGH or the Manager in the Container leasing business; *provided, however*, that in no event shall any insurance company, bank, bank holding company, savings institution or trust company, fraternal benefit society, pension, retirement or profit sharing trust or fund, or any collateralized bond obligation fund or similar fund (or any trustee of any such fund) or any holder of any obligations of any such fund (solely as a result of being such a holder) be deemed to be a Competitor.

Container: Any dry freight cargo, high cube or other type of marine or intermodal container.

Container Related Agreement: Any agreement relating to the Managed Containers or agreements relating to the use or management of such Managed Containers whether in existence on any Series Issuance Date or thereafter acquired, including, but not limited to, all Leases, the Management Agreement, any Container Transfer Agreement, the Contribution and Sale Agreement and the Chattel Paper.

Container Representations and Warranties: This term shall have the meanings set forth in the applicable Container Transfer Agreement or the Contribution and Sale Agreement, as context may require.

Container Transfer Agreement: Any agreement between the Issuer and any Special Purpose Vehicle regarding the transfer of containers and other related assets between the Issuer and such Special Purpose Vehicle, including without limitation the TMCLII Container Transfer Agreement and the TMCLIII Container Transfer Agreement.

Contracts: All contracts, undertakings, franchise agreements or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments), arising out of or in any way related to the Managed Containers or to the Notes, in or under which Issuer may now or hereafter have any right, title or interest, including, without limitation, the Management Agreement, the Contribution and Sale Agreement, any Container Transfer Agreement, any Interest Rate Hedge Agreements and any related agreements, security interests or UCC or other financing statements and, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

Contribution and Sale Agreement: The Contribution and Sale Agreement, dated as of August 5, 2013, between the Issuer and TL, as such agreement may be amended, modified or supplemented from time to time in accordance with its terms.

Control Agreement: A control agreement, among the Issuer, the Indenture Trustee and the Securities Intermediary, which shall be substantially in the form of Exhibit F to this Indenture, for each of the Trust Account, Excess Funding Account, each Restricted Cash Account and each Series Account.

Control Party: This term shall have the meaning set forth in the Supplement for the related Series.

Conversion Date: With respect to any Series of Warehouse Notes, the date on which a Conversion Event occurs with respect to such Series of Warehouse Notes.

Conversion Event: With respect to any Series of Warehouse Notes, any event that will result in the termination of the revolving period for such Series and the commencement of principal amortization of such Series as set forth in the related Supplement.

Corporate Trust Office: The principal office of the Indenture Trustee at which at any particular time its corporate trust business shall be administered. As of the date hereof, such office is located at Sixth Street and Marquette Avenue in Minneapolis, Minnesota 55479.

Corporate Trust Officer: Any Treasurer, Assistant Treasurer, Assistant Trust Officer, Trust Officer, Assistant Vice President, Vice President or Senior Vice President of the Indenture Trustee or any other officer who customarily performs functions similar to those performed by the Persons who at the time shall be such officers to whom any corporate trust matter is referred because of their knowledge of and familiarity with the particular subject.

Default Interest: The incremental interest specified in the related Supplement payable by the Issuer resulting from (i) the failure of the Issuer to pay when due any principal of or interest on the Notes of the related Series or (ii) the occurrence of an Event of Default with respect to such Series.

Default Rate: For each Series of Notes, the incremental interest rate set forth in the related Supplement at which Default Interest for such Series is calculated.

Definitive Note: A Note issued in physical form pursuant to the terms and conditions of Section 202 hereof.

Deposit Account: Any "deposit account," as such term is defined in Section 9-102(a)(29) of the UCC.

Depositary: The Depository Trust Company until a successor depositary shall have become such pursuant to the applicable provisions of this Indenture and thereafter "Depositary" shall mean or include each Person who is then a Depositary hereunder. For purposes of this Indenture, unless otherwise specified pursuant to Section 202, any successor Depositary shall, at the time of its designation and at all times while it serves as Depositary, be a clearing agency registered under the Exchange Act, and any other applicable statute or regulation.

Depositary Participants: A broker, dealer, bank, other financial institution or other Person for whom from time to time the Depositary effects book-entry transfers and pledges of securities deposited with the Depositary.

Depreciation Policy: One of the following:

(i) for purposes of calculating the Asset Base, either:

(A) the policy in effect on the Restatement Date under which the Original Equipment Cost of a Managed Container is depreciated (x) in the case of a Managed Container originally acquired by TL directly from the manufacturer of such Managed Container, using the straight-line method over a thirteen (13) year

useful life (except in the case of 2R, 2Y and 4Y (refrigerated) containers, in which case a twelve (12) year useful life will be used or in the case of 2T, 2L, 4T and 4L containers, in which case a fourteen (14) year useful life will be used), in each case, to the Residual Value, or (y) in the case of a Managed Container not included in clause (x), using the straight-line method over the remaining useful life of such Managed Container as of the date of acquisition of such Managed Container by TL (based upon a total useful life of thirteen (13) years (except in the case of 2R, 2Y and 4Y (refrigerated) containers, in which case a twelve (12) year useful life will be used or, in the case of 2T, 2L, 4T and 4L containers, in which case a fourteen (14) year useful life will be used, to the Residual Value)); or

(B) such other depreciation policy adopted after the Restatement Date that complies with GAAP and for which the requirements of Section 606(h) have been satisfied (provided that, for the avoidance of doubt, under no circumstances shall a change in the depreciation policy under this clause (B) result in an increase to the Net Book Value of a Managed Container); and

(ii) for any purpose other than calculating the Asset Base, such depreciation policy as is determined by the Issuer in accordance with GAAP.

Determination Date: The fourth (4th) Business Day prior to the related Payment Date.

Director Services Provider: AMACAR Investments LLC, a Delaware limited liability company, and its successors and assigns.

Documents: Any "documents," as such term is defined in Section 9-102(a)(30) of the UCC.

Dollars: Dollars and the sign "$" means lawful money of the United States of America.

Early Amortization Event: With respect to any Series, any Trust Early Amortization Event and any Series-Specific Early Amortization Event for such Series.

EBIT: For any Person on a consolidated basis during any fiscal period, earnings (loss) before Interest Expense and taxes for such Person and its Subsidiaries, including gains and losses from the sale of assets and foreign exchange transactions, but excluding (A) gains or losses resulting from changes in the applicable depreciation policy and (B) unrealized gain and loss arising from the implementation of FAS 133.

Eligible Account: Any of (a) a segregated account with an Eligible Institution, (b) a segregated trust account with the corporate trust department of a depository institution organized under the laws of the United States or any of the states thereof, including the District of Columbia (or any domestic branch of a foreign bank), and acting as a trustee for funds deposited in such account, so long as the senior securities of such depository institution shall

have a credit rating from each of Moody's and Standard & Poor's in one of its generic credit rating categories no lower than "A3" or "A-", as the case may be, or (c) an account held with the Indenture Trustee.

Eligible Container: As of any date of determination, any Managed Container which, when considered with all other Managed Containers, shall comply with the following requirements:

(i) Specifications. Such Managed Container conforms to the standard specifications used by the Manager for Containers purchased by and on behalf of Container owners other than the Issuer for that category of Container and to any applicable standards promulgated by applicable international standards organizations;

(ii) Casualty Losses. Such Managed Container shall not have suffered a Casualty Loss;

(iii) Minimum Age. Such Managed Container shall be at least five (5) years old;

(iv) Maximum Age. At the time of conveyance to the Issuer (except the date of the first conveyance by TMCLII pursuant to the TMCLII Container Transfer Agreement), such Managed Container does not have an age (measured from its manufacture date) greater than fifteen (15) years if it is a dry container and/or special container (other than a refrigerated container), and does not have an age (measured from its manufacture date) greater than thirteen (13) years if it is a refrigerated container; provided, however, that in no event shall any Managed Container with a container age (measured from its manufacture date) greater than twenty-five (25) years be an Eligible Container;

(v) Weighted Average Age. The inclusion of such Managed Container on the applicable Transfer Date among the Eligible Containers does not cause the Weighted Average Age of all Eligible Containers to exceed thirteen (13) years (or, if the Weighted Average Age of all Eligible Containers exceeds thirteen (13) years prior to such Transfer Date, such transferred Managed Container will cause the Weighted Average Age of all Eligible Containers (calculated after giving effect to such transfer) to be less than thirteen (13) years) (for the avoidance of doubt, (x) the foregoing shall be measured only on each such Transfer Date and (y) if the inclusion of any such Managed Containers on a Transfer Date shall cause the Weighted Average Age of all Eligible Containers to exceed thirteen (13) years (or, if the Weighted Average Age of all Eligible Containers exceeds thirteen (13) years prior to such Transfer Date and is not reduced to thirteen (13) years or less as a result of such transfer, then only the Managed Containers being transferred to the Issuer on such Transfer Date (to the extent causing such condition to occur) shall fail to qualify as Eligible Containers);

(vi) Title. The related Seller shall have had good and marketable title at the time of conveyance to the Issuer;

(vii) No Violation. The conveyance of such Managed Container to the Issuer does not violate any agreement of the related Seller;

(viii) Assignability. Except with respect to Leases with the U.S. government, the Lease rights with respect to such Managed Container are freely assignable;

(ix) All Necessary Actions Taken. The related Seller and the Issuer shall have taken all necessary actions to transfer title to such Managed Container and all related Leases (other than TUS Subleases) from such Seller to the Issuer;

(x) General Trading Terms. Substantially all of the Leases for Eligible Containers shall contain the general trading terms the Manager uses in its normal course of business;

(xi) Purchase Price. In the case of a Managed Container purchased by the Issuer, the purchase price paid by the related Seller for such Managed Container was not greater than the fair market value of such Managed Container at the time of acquisition by such Seller;

(xii) No Adverse Selection Procedures. The selection procedures used in selecting such Managed Container to be transferred to the Issuer did not discriminate against the Issuer in aggregate as to the type of Containers, utilization potential, lease rates, lessees or Lease terms, in comparison on an approximate basis, to the subset of the fleet of Containers owned in the aggregate by all Subsidiaries of TGH (other than TW Container Leasing Ltd.) that are within the minimum allowable age (as set forth in clause (iii) above) and the maximum allowable age (as set forth in clause (iv) above);

(xiii) No Prohibited Person or Prohibited Jurisdiction. Such Managed Container is then not on lease to a Prohibited Person, and to the actual knowledge of the Issuer or the Manager, is not subleased to a Prohibited Person or located, operated or used in a Prohibited Jurisdiction unless it is used by the government of the United States or one of its allies or pursuant to a license granted by the Office of Foreign Assets Control of the United States Treasury Department;

(xiv) Good Title; No Liens. The Issuer has good and marketable title to such Managed Container, free and clear of all Liens other than Permitted Encumbrances;

(xv) Container Representations and Warranties. The Container Representations and Warranties applicable to such Managed Container are true and correct;

(xvi) Restrictions on Acquisitions from Affiliates. Such Managed Container is not subject to a Lease in which the Manager, the Issuer or any of their respective Affiliates is the lessee; *provided, however,* that a Managed Container is permitted to be subject to a Head Lease Agreement and a TUS Sublease;

(xvii) Bankrupt Lessees under Finance Leases. Such Managed Container is not then under a Finance Lease to a lessee which, to the best knowledge of the Manager, is the subject of an Insolvency Proceeding; and

(xviii) Maximum Concentration of Off-Hire Containers in any Group of Managed Containers Transferred to the Issuer after the date hereof. The sum of the Net Book Values of all Managed Containers (other than those transferred to the Issuer by TMCLII on the first date of such a transfer pursuant to the TMCLII Container Transfer Agreement), which are then off-hire and which are transferred to the Issuer on any Transfer Date, shall not exceed an amount equal to eleven percent (11%) of the sum of the Net Book Values of all of the Managed Containers which are transferred to the Issuer on such Transfer Date.

Eligible Institution: Any one or more of the following institutions: (i) the corporate trust department of the Indenture Trustee; *provided* that the Indenture Trustee maintains a long-term unsecured senior debt rating of at least "A" or better from Standard & Poor's or "A2 or better from Moody's (so long an Notes deemed Outstanding hereunder are rated by Moody's), or (ii) a depositary institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), (a) which has both (x) a long-term unsecured senior debt rating of not less than "A" by Standard & Poor's Ratings Group and "A2" by Moody's Investors Service, Inc., and (y) a short-term unsecured senior debt rating rated in the highest rating category by each Rating Agency and (b) whose deposits are insured by the Federal Deposit Insurance Corporation.

Eligible Investments: One or more of the following:

(i) direct obligations of, and obligations fully guaranteed as to the timely payment of principal and interest by, the United States or obligations of any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States;

(ii) certificates of deposit and bankers' acceptances (which shall each have an original maturity of not more than three hundred sixty-five (365) days) of any United States depository institution or trust company incorporated under the laws of the United States or any State and subject to supervision and examination by federal and/or State authorities, *provided* that the long-term unsecured senior debt obligations of such depository institution or trust company at the date of acquisition thereof have been rated "AA-/Aa3" or the equivalent or better by the Rating Agencies, or the short-term unsecured senior debt obligations of such depository institution or trust company are rated by each Rating Agency in its highest rating category;

(iii) commercial paper (having original maturities of not more than two hundred seventy (270) days) of any corporation incorporated under the laws of the United States or any State thereof which on the date of acquisition has been rated by each Rating Agency in the highest short-term unsecured commercial paper rating category;

(iv) any money market fund that has been rated by each Rating Agency in its highest rating category (including any designations of "plus" or "minus") or that invests solely in Eligible Investments;

(v) eurodollar deposits (which shall each have an original maturity of not more than three hundred sixty-five (365) days) of any depository institution or trust company, *provided* that the long-term unsecured senior debt obligations of such depository institution or trust company at the date of acquisition thereof have been rated "AA-/Aa3" or the equivalent or better by the Rating Agencies, or the short-term unsecured senior debt obligations of such depository institution or trust company are rated by each Rating Agency in its highest rating category; and

(vi) other obligations or securities that are acceptable to each Rating Agency as an Eligible Investment hereunder and will not result in a reduction or withdrawal in the then current rating of the Notes as evidenced by a letter to such effect from each Rating Agency.

Nothing in the definition of "Eligible Investments" is intended to prohibit the Issuer from acquiring (to the extent permitted above) an Eligible Investment issued by the Indenture Trustee or an Affiliate of the Indenture Trustee.

Entitlement Order: Any "entitlement order" as defined in Section 8-102(8) of the UCC.

Equipment: Any "equipment" as defined in Section 9-102(a)(33) of the UCC.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

ERISA Affiliate: With respect to any Person, any other Person meeting the requirements of paragraphs (b), (c), (m) or (o) of Section 414 of the Code.

Event of Default: With respect to any Series, any Trust Event of Default and any Series-Specific Event of Default for such Series.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Excess Concentration Percentage: As of any date of determination for each Series of Notes then Outstanding, the percentage specified as such in the Related Supplement.

Excess Funding Account: The account or accounts established pursuant to Section 306 of this Indenture.

Existing Commitment: With respect to any Series (A) of Warehouse Notes (i) prior to its Conversion Date, the aggregate Initial Commitment with respect to such Series of Notes Outstanding, consisting of one or more classes, expressed as a dollar amount, as set forth in the related Supplement and subject to reduction from time to time in accordance with the related Supplement and (ii) after its Conversion Date, the then Unpaid Principal Balance of the Notes of such Series and (B) of Term Notes, the then Unpaid Principal Balance of the Notes of such Series.

Expected Final Payment Date: With respect to any Series, the date on which the principal balance of the Outstanding Notes of such Series are expected to be paid in full. The Expected Final Payment Date for a Series shall be set forth in the related Supplement.

Fair Market Value: With respect to any asset (including a Container), shall mean the price at which a willing buyer, not an Affiliate of the seller, and a willing seller who does not have to sell, would agree to purchase and sell such asset, as determined by the Manager.

FATCA: Sections 1471 through 1474 of the Code and the Treasury Regulations, administrative guidance and official interpretations promulgated thereunder.

Finance Lease: Any initial Lease of a Container which provides the Lessee the right or option to purchase the Container at the expiration of the Lease and which satisfies the criteria for classification as a capital lease pursuant to GAAP, including Statement of Financial Accounting Standards No. 13, as amended.

Financial Asset: Any "financial asset" as such term is defined in Section 8-102(a)(9) of the UCC.

Fleet: As of any date of determination, both of the following collectively: (i) the Managed Containers and (ii) without duplication of clause (i), all other Containers then managed by Manager.

General Intangibles: Any "general intangible" as such term is defined in Section 9-102(a)(42) of the UCC.

Generally Accepted Accounting Principles or GAAP: With respect to any Person, those generally accepted accounting principles and practices which are recognized as such by (i) the American Institute of Certified Public Accountants acting through its Accounting Principles Board or by the Financial Accounting Standards Board or through other appropriate boards or committees thereof consistently applied as to the party in question or (ii) such other equivalent entity(ies) that has or have authority for promulgating accounting principles and practices applicable to such Person.

Governmental Authority: Any of the following: (i) any national, state or other sovereign government, and any federal, regional, state, provincial, local, city government or other political subdivision, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, (iii) any court or administrative tribunal or (iv) with respect to any Person, any arbitration tribunal or other non-governmental authority to whose jurisdiction that Person has consented.

Grant: To grant, bargain, sell, convey, assign, transfer, mortgage, pledge, create and perfect a security interest in and right of set-off against, deposit, set over and confirm.

Head Lease Agreement: A Lease between the Issuer (or the Manager, on behalf of the Issuer), as lessor, and TUS, as lessee, that possesses all of the following attributes:

(A) the rent payable by TUS under such Lease with respect to Managed Containers equals at least 98.5% of the amount of rent received by TUS from the applicable TUS Sublessee;

(B) the obligations of TUS under such Lease are secured by a first priority security interest granted by TUS in all TUS Subleases, and the proceeds of such TUS Subleases, in each case, to the extent but only to the extent related to the Managed Containers subject to the Head Lease Agreement;

(C) such Lease requires that all rental payments payable under the TUS Subleases shall be remitted directly to a Master Account;

(D) such Lease requires that a Managed Container not be subleased by TUS to a Prohibited Person and, to the actual knowledge of TUS, shall not be subleased by a TUS Sublessee to a Prohibited Person or located, operated or used in a Prohibited Jurisdiction unless it is used pursuant to a license granted by the Office of Foreign Assets Control of the United States Treasury Department;

(E) the term of such Head Lease Agreement with respect to a Managed Container shall expire upon the expiration or earlier termination of the TUS Sublease of such Managed Container;

(F) events of default by TUS under such Lease shall include (but not be limited to) the following:

i. any rental or other payments received by TUS with respect to a TUS Sublease (other than (i) amounts permitted to be deducted pursuant to Section 6.1 of the Management Agreement and (ii) amounts equal to the TUS Sublease Spread) with respect to a TUS Sublease of a Managed Container are not remitted to the Trust Account within seven days after the last Business Day of the week during which such payments are received by TUS from the applicable TUS Sublessees, and such condition continues unremedied for three (3) Business Days after such remittance is due;

ii. any representation and warranty made by TUS in such Lease, or in any certificate, report, or financial statement delivered by it pursuant thereto, shall prove to have been untrue in any material and adverse respect when made and shall continue unremedied for a period of 30 days after the earlier to occur of (i) an officer of TUS has actual knowledge thereof or (ii) TUS receives notice thereof;

iii. TUS shall cease to be engaged in the container management business;

iv. the filing of any petition in any bankruptcy proceeding, any assignment for the benefit of creditors, appointment of a receiver of all or any of TUS's assets, entry into any type of liquidation, whether compulsory or voluntary, or the initiation of any other bankruptcy or insolvency proceeding by or against TUS including, without limitation, any action by TUS to call a meeting of its creditors or to compound with or negotiate for any composition with its creditors; provided that, in the case of any involuntary proceeding, such proceeding is not dismissed or stayed within 60 days;

v. TUS is unable to pay its debts when due or shall commence an insolvency proceeding;

vi. TUS assigns its interest in such Lease (provided that no sublease of a Managed Container shall be deemed to constitute an assignment of such Lease);

vii. TUS shall have failed to pay any amounts due or suffered to exist an event of default with respect to the term of any indebtedness which singularly or in the aggregate exceeds $1,000,000 and the effect of such failure or event of default is to cause such indebtedness to be immediately declared due and payable prior to the date on which it would otherwise have been due and payable;

viii. either of the following shall occur: (i) TUS shall have Consolidated Funded Debt (as defined in the Management Agreement) in excess of $1,000,000 or (ii) the annual after-tax profit of TUS (calculated on a rolling four quarter basis) shall be less than $200,000;

ix. (i) TUS amalgamates or consolidates with, or merges with or into, another Person, (ii) TUS sells, assigns, conveys, transfers, leases, or otherwise disposes of (in each case, whether in one transaction or a series of transactions) all, or substantially all, of its assets to any person, other than pursuant to subleases of Containers, (iii) any person amalgamates or consolidates with, or merges with or into, TUS, or (iv) the Manager shall fail to own, directly or indirectly, a majority of the equity interests in TUS;

x. a judgment is rendered against TUS that is in excess of $1,000,000 and such judgment is not covered by insurance or bonded or stayed within 30 days of becoming final; or

xi. the lien, created by TUS on its interest in the TUS Subleases and the proceeds thereof (the "Sublease Collateral") pursuant to

the terms of the Head Lease Agreement, shall fail to be perfected or the Sublease Collateral shall be subject to a Lien other than a Permitted Encumbrance.

Holder: See *Noteholder*.

Indebtedness: With respect to any Person means, without duplication, (a) any obligation of such Person for borrowed money, including, without limitation, (i) any obligation incurred through the issuance and sale of bonds, debentures, notes or other similar debt instruments, and (ii) any obligation for borrowed money which is non-recourse to the credit of such Person but which is secured by any asset of such Person, (b) any obligation of such Person on account of deposits or advances, (c) any obligation of such Person for the deferred purchase price of any property or services, except accounts payable arising in the ordinary course of such Person's business, (d) any obligation of such Person as lessee under a capital lease, (e) any Indebtedness of another secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person, (f) any obligation in respect of interest rate or foreign exchange hedging agreements, (g) liabilities and obligations of others for which such Person is directly or indirectly liable, by way of guaranty (whether by direct guaranty, suretyship, discount, endorsement, take-or-pay agreement, agreement to purchase or advance or keep in funds or other agreement having the effect of a guaranty) and (h) any obligation of such Person to reimburse the issuer of any letter of credit issued for the account of such Person upon which a draw has been made.

Indenture: This Amended and Restated Indenture, dated as of February 4, 2015, between the Issuer and the Indenture Trustee and all amendments hereof and supplements hereto, including, with respect to any Series or Class, the related Supplement.

Indenture Trustee: The Person performing the duties of the Indenture Trustee under this Indenture.

Indenture Trustee Fee: The compensation payable to the Indenture Trustee for its services under this Indenture and the other Related Documents to which it is a party. Indenture Trustee Fees do not include Indenture Trustee Indemnified Amounts.

Indenture Trustee Indemnified Amounts: Any indemnities payable to the Indenture Trustee pursuant to Section 905 of this Indenture.

Independent Accountants: KPMG LLP or other independent certified public accountants of internationally recognized standing selected by Issuer and acceptable to the Requisite Global Majority.

Initial Commitment: With respect to any Series, the aggregate initial commitment, expressed as a dollar amount, to purchase up to a specified principal balance of all Classes of such Series, which commitments shall be set forth in the related Supplement.

Insolvency Law: The Bankruptcy Code, the Companies Act 1981 of Bermuda or similar Applicable Law in any other applicable jurisdiction.

Insolvency Proceeding: Any Proceeding under any applicable Insolvency Law.

Instrument: Any "instrument," as such term is defined in Section 9-102(a)(47) of the UCC.

Intangible Assets: As of any date of determination, with respect to any Person, the intangible assets of such Person determined in accordance with GAAP.

Interest Expense: For any Person on a consolidated basis during any fiscal period, the aggregate amount of the interest expense during such fiscal period in respect of Indebtedness of such Person and its Subsidiaries, as determined in accordance with GAAP.

Interest Rate Hedge Agreement: An ISDA interest rate cap agreement, ISDA interest rate swap agreement, ISDA interest rate ceiling agreement, ISDA interest rate floor agreement or any combination of the foregoing or other similar agreement entered into pursuant to the terms of this Indenture or any Supplement, including any schedules and confirmations prepared and delivered in connection therewith.

Interest Rate Hedge Provider: A counterparty to an Interest Rate Hedge Agreement.

Inventory: Any "inventory," as such term is defined in Section 9-102(a)(48) of the UCC.

Invested Amount: Unless otherwise stated in a Supplement for any Series of Notes, as of any date of determination for such Series of Notes, one of the following:

(1) if no Early Amortization Event for any Series or Event of Default for any Series is then continuing, an amount equal to one of the following: (A) if such Series of Notes are Term Notes, the difference of (x) the initial Unpaid Principal Balance of such Series on its Series Issuance Date, minus (y) the initial Restricted Cash Amount for such Series of Notes on its Series Issuance Date, divided by 100% minus the Required Overcollateralization Percentage for such Series of Notes in effect on such date; or (B) if such Series of Notes are Warehouse Notes, the difference of (x) the then Unpaid Principal Balance of such Series on such date of determination minus (y) the amount on deposit in the Restricted Cash Account on such date of determination divided by 100% minus the Required Overcollateralization Percentage for such Series of Notes in effect on such date; or

(2) if any Early Amortization Event for any Series or Event of Default for any Series is then continuing, an amount (not less than zero) equal to (x) the Unpaid Principal Balance on the date on which such Early Amortization Event for any Series or Event of Default for any Series occurred, minus the amount then on deposit in the Restricted Cash Account for such Series of Notes on the date on which such Early Amortization Event for any Series or Event of Default for any Series occurred, divided by (y) 100% minus the Required Overcollateralization Percentage for such Series of Notes on the date on which such Early Amortization Event for any Series or Event of Default for any Series occurred.

Investment: When used in connection with any Person, any investment by or of that Person, whether by means of purchase or other acquisition of securities of any other Person or by means of loan, advance, capital contribution, guaranty or other debt or equity participation or interest in any other Person including any partnership and joint venture interests of each Person in any other Person. The amount of any Investment shall be the original principal or capital amount thereof, plus additional paid in capital (including, without limitation, share premium and contributed surplus), plus retained earnings, less all returns of principal or equity thereon (and without adjustment by reason of the financial condition of such other Person) and shall, if made by the transfer or exchange of property other than cash, be deemed to have been made in an original principal or capital amount equal to the fair market value of such property.

Investment Property: Any "investment property" as such term is defined in Section 9-102(a)(49) of the UCC.

Issuer: Textainer Marine Containers IV Limited, an exempted company with limited liability incorporated and existing under the laws of Bermuda.

Issuer Expenses: For any Collection Period an amount equal to overhead and all other costs, expenses and liabilities of the Issuer (other than Operating Expenses paid pursuant to the Management Agreement and any Management Fee) payable during such Collection Period (including costs and expenses permitted to be paid to or by the Manager in connection with the conduct of the Issuer's business), in each case determined on a cash basis, including but not limited to the following:

(A) administration expenses;

(B) accounting and audit expenses of the Issuer, and tax preparation, filing and audit expenses of the Issuer;

(C) premiums for liability, casualty, fidelity, directors and officers and other insurance;

(D) directors' fees and expenses, including fees and expenses of the Director Services Provider;

(E) legal fees and expenses;

(F) other professional fees;

(G) taxes (including personal or other property taxes and all sales, value added, use and similar taxes but excluding any such amounts that are included as an Operating Expense);

(H) taxes imposed in respect of any and all issuances of equity interests, stock exchange listing fees, registrar and transfer expenses and trustee's fees with respect to any outstanding securities of the Issuer;

(I) surveillance fees assessed by the Rating Agencies; and

(J) the expenses, if any, incurred by the Manager in performing its duties pursuant to Sections 3.4, 7.1, 7.4, 7.6, 7.11, 7.12 and 7.16 of the Management Agreement.

Notwithstanding the foregoing, Issuer Expenses shall not include (i) depreciation or amortization on the Managed Containers, (ii) payments of principal, interest and premium, if any, on or with respect to the Notes, or (iii) funds used to acquire additional Containers. In no event shall the Manager be obligated to pay any Issuer Expenses from its own funds.

Issuer Proceeds: This term shall have the meaning set forth in the Management Agreement.

Lease: Any lease agreement relating to one or more Managed Containers entered into from time to time on behalf of the Issuer (which lease may relate to both Managed Containers and other Containers). Leases may be in the name of Manager, any Affiliate thereof or any third-party lessor from whom Manager has acquired management rights. Leases shall include all TUS Subleases.

Legal Final Payment Date: With respect to any Series, the date on which the Unpaid Principal Balance of, and accrued interest on, the Notes of such Series will be due and payable. The Legal Final Payment Date for a Series shall be set forth in the related Supplement.

Letter of Credit Right: Any "letter-of-credit right," as such term is defined in Section 9-102(a)(51) of the UCC.

Lien: Any security interest, lien, charge, pledge, equity or encumbrance of any kind.

Liquidation Deficiency Series: Any Liquidating Series that (i) has sold a portion of the Terminated Managed Containers (as defined in the Management Agreement) and related Leases in accordance with Section 804 of this Indenture, and (ii) after giving effect to the application of the net proceeds of such Terminated Managed Containers and related Leases, a Liquidation Deficiency Series Amount exists.

Liquidation Deficiency Series Amount: For any Liquidating Series, an amount equal to the then Unpaid Principal Balance of, and accrued interest on, all Classes of the Notes of such Liquidating Series, after giving effect to the application of the proceeds of the sale relating to such Liquidating Series contemplated by Section 804 of this Indenture.

Liquidating Series: This term shall have the meaning set forth in Section 804(b) of this Indenture.

Long-Term Lease: A Lease, other than a Finance Lease, having an initial term of twenty-four (24) months or more.

Managed Containers: As of any date of determination, all Containers then owned by the Issuer.

Management Agreement: The Amended and Restated Management Agreement, dated as of the date hereof, between the Manager and the Issuer, as such agreement shall be amended, supplemented or modified from time to time in accordance with its terms.

Management Fee: For any Series of Notes then Outstanding, this term shall have the meaning set forth in the related Supplement.

Management Fee Arrearage: For any Payment Date, an amount equal to any unpaid Management Fee from all prior Collection Periods.

Manager: The Person performing the duties of the Manager under the Management Agreement; initially, TEML.

Manager Advance: The term shall have the meaning as set forth in the Management Agreement.

Manager Default: With respect to any Series, any Trust Manager Default and any Series-Specific Manager Default (as defined in the related Supplement) for such Series.

Manager Report: This term shall have the meaning set forth in the Management Agreement.

Manager Termination Notice: A written notice to be provided to the Manager and other specified Persons pursuant to Section 405(b) of this Indenture.

Manager Transfer Facilitator: The Person performing the duties of the Manager Transfer Facilitator under the Manager Transfer Facilitator Agreement; initially, Wells Fargo Bank, National Association.

Manager Transfer Facilitator Agreement: The Manager Transfer Facilitator Agreement, dated as of August 5, 2013, by and among the Manager Transfer Facilitator, the Issuer and the Indenture Trustee, as such agreement shall be amended, supplemented or modified from time to time in accordance with its terms.

Managing Officer: Any representative of the Manager involved in, or responsible for, the management of the day-to-day operations of the Issuer and the administration and servicing of the Managed Containers whose name appears on a list of managing officers furnished to Issuer and the Indenture Trustee by the Manager, as such list may from time to time be amended.

Master Account: The term shall have the meaning as set forth in the Management Agreement.

Material Adverse Change: Any set of circumstances or events which (i) has, or could reasonably be expected to have, any material adverse effect whatsoever upon the validity or enforceability of any Related Document or the security for any of the Notes, (ii) is, or could reasonably be expected to be, material and adverse to the condition (financial or otherwise) or business operations of Issuer or Manager, individually or taken together as a whole,

(iii) materially impairs, or could reasonably be expected to materially impair, the ability of Issuer or Manager to perform any of their respective obligations under the Related Documents, or (iv) materially impairs, or could reasonably be expected to materially impair, the ability of Indenture Trustee to enforce any of its or their respective legal rights or remedies pursuant to the Related Documents.

Minimum Principal Payment Amount: With respect to any Series (if applicable to such Series), the amount identified as such in the related Supplement.

Moody's: Moody's Investors Service, Inc. and any successor thereto.

Net Book Value: For purposes of the calculation of the Asset Base, Asset Base Deficiency and any related calculations, including, without limitation, calculations pursuant to Sections 606, 627, 801 and 1201 of this Indenture, one of the following:

(i) With respect to a Container that is not subject to Finance Lease, as of any date of determination, an amount equal to the Original Equipment Cost of such Container, less accumulated depreciation on such Container calculated utilizing the Depreciation Policy; and

(ii) With respect to a Container that is subject to a Finance Lease, the then "investment" in such Finance Lease, as determined in accordance with GAAP.

Net Issuer Proceeds: This term shall have the meaning set forth in the Management Agreement.

Noteholder or Holder: The Person in whose name a Note is registered in the Note Register, except that, solely for the purposes of giving any consent, waiver, request or demand, the interest evidenced by any Note registered in the name of any Seller or the Issuer or any Affiliate of any of them known to be such an Affiliate by the Indenture Trustee shall not be taken into account in determining whether the requisite percentage of the Aggregate Note Principal Balance of the Outstanding Notes necessary to effect any such consent, waiver, request or demand is represented.

Noteholder FATCA Information. Information sufficient to eliminate the imposition of U.S. withholding tax under FATCA.

Noteholder Tax Identification Information. Properly completed and signed tax certifications (generally, in the case of U.S. Federal Income Tax, IRS Form W-9 (or applicable successor form) in the case of a person that is a "United States Person" within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a person that is not a "United States Person" within the meaning of Section 7701(a)(30) of the Code).

Note Purchase Agreement: Any underwriting agreement or other agreement for the Notes of any Series or Class.

Note Register: The register maintained by the Indenture Trustee pursuant to Section 205(a) of this Indenture.

Note Registrar: This term shall have the meaning set forth in Section 205(a) of this Indenture.

Notes: One or more of the promissory notes or other securities executed by the Issuer pursuant to this Indenture and authenticated by, or on behalf of, the Indenture Trustee, substantially in the form attached to the related Supplement.

OFAC: The Office of Foreign Assets Control of the United States Department of the Treasury.

Officer's Certificate: A certificate signed by a duly authorized officer of the Person who is required to sign such certificate.

Operating Expenses: This term shall have the meaning set forth in the Management Agreement.

Opinion of Counsel: A written opinion of counsel, who, unless otherwise specified, may be counsel employed by the Issuer, the Sellers or the Manager, in each case reasonably acceptable to the Person or Persons to whom such Opinion of Counsel is to be delivered. The counsel rendering such opinion may rely (i) as to factual matters on a certificate of a Person whose duties relate to the matters being certified, and (ii) insofar as the opinion relates to local law matters, upon opinions of local counsel.

Original Equipment Cost: With respect to a Managed Container, one of the following:

(A) with respect to each Managed Container originally acquired by TL directly from the manufacturer of such Managed Container, an amount equal to the sum of (i) the vendor's or manufacturer's invoice price of the related Managed Container, (ii) all reasonable and customary inspection, transport, and initial positioning costs necessary to put such Managed Container in service and (iii) reasonable acquisition fees and other fees not to exceed 2.5% of the amounts described in clauses (i) and (ii) above; or

(B) with respect to each Managed Container originally acquired by TL from a third party that is not the manufacturer of such Managed Container, the cash purchase price paid by TL for such Managed Container.

Outstanding: When used with reference to the Notes and as of any particular date, any Note theretofore and thereupon being authenticated and delivered except:

(i) any Note canceled by the Indenture Trustee or proven to the satisfaction of the Indenture Trustee to have been duly canceled by the Issuer at or before said date;

(ii) any Note, or portion thereof, called for payment or redemption for which monies equal to the principal amount or redemption price thereof, as the case may be, with interest to the date of maturity or redemption, shall have theretofore been deposited with the Indenture Trustee (whether upon or prior to maturity or the redemption date of such Note);

(iii) any Note in lieu of or in substitution for which another Note shall subsequently have been authenticated and delivered; and

(iv) any Note held by the Issuer, the Sellers or any Affiliate of either the Issuer or Sellers.

Outstanding Obligations: As of any date of determination for any Series of Notes issued under this Indenture or any Supplement thereto, an amount equal to the sum of (i) all accrued interest payable on such Series of Notes (including, for any Series of Notes for which the related Noteholder has funded or maintains its investment through the issuance of commercial paper, interest accrued through the last maturing tranche, interest or fixed period, as applicable), (ii) the Unpaid Principal Balance of such Series of Notes, (iii) all other amounts owing by the Issuer to Noteholders or to any Person under this Indenture or any Supplement hereto and (iv) amounts owing by the Issuer under any Interest Rate Hedge Agreement.

Overdue Rate: The rate of interest specified in the related Supplement applicable to a Note then earning Default Interest, but in no event to exceed two percent (2%) over the interest rate per annum otherwise then applicable to such Note.

Ownership Interest: An ownership interest in a Book-Entry Note.

Payment Date: With respect to any Series, the twentieth (20th) calendar day of each calendar month; *provided, however*, if such day is not a Business Day, then the immediately succeeding Business Day.

Permitted Encumbrance: With respect to the Collateral, any or all of the following: (i) Liens for taxes not yet due or which are being contested in good faith by appropriate Proceedings and for the payment of which adequate reserves are provided by the Manager; (ii) with respect to the Managed Containers, carriers', warehousemen's, mechanics, or other like Liens arising in the ordinary course of business and relating to amounts not yet due or which shall not have been overdue for a period of more than sixty (60) days or which are being contested in good faith by appropriate Proceedings and for the payment of which adequate reserves are provided by the Manager; (iii) with respect to the Managed Containers, Leases entered into in the ordinary course of business providing for the leasing of Managed Containers; (iv) Liens created by this Indenture and (v) the rights of the Manager under the Management Agreement; *provided* that any Proceedings of the type described in clauses (i) and (ii) above could not reasonably be expected to subject the Indenture Trustee or Noteholder to any civil or criminal penalty or liability or involve any material risk of loss, sale or forfeiture of any of the Collateral.

Person: An individual, a partnership, a limited liability company, a corporation, a joint venture, an unincorporated association, a joint-stock company, a trust, or other entity or a Governmental Authority.

Plan: An "employee benefit plan," as such term is defined in Section 3(3) of ERISA, or a plan described in Section 4975(e)(1) of the Code of the Issuer or its ERISA Affiliates.

Pre-Adjustment Issuer Proceeds: This term shall have the meaning set forth in the Management Agreement.

Pre-Funding Account: An account that is designated as a "Pre-Funding Account" for any Series of Notes in the Supplement for such Series, to be used to hold funds that will be used solely to acquire additional Containers from the Sellers during a specified period of time following the issuance of such Series of Notes.

Prepayment: Any mandatory or optional prepayment of principal of any Series of Notes prior to the Expected Final Payment Date of such Series including, without limitation, any prepayment made in accordance with the provisions of Article VII of this Indenture.

Principal Terms: With respect to any Series, (i) the name or designation of such Series; (ii) the initial principal amount of the Notes to be issued for such Series (or method for calculating such amount) and the Minimum Principal Payment Amounts and the Scheduled Principal Payment Amount for each Payment Date (or method for calculating such amount); (iii) the interest rate to be paid with respect to each Class of Notes for such Series (or method for the determination thereof); (iv) the Payment Date and the date or dates from which interest shall accrue and on which principal is scheduled to be paid; (v) the designation of all Series Accounts and the terms governing the operation of all such Series Accounts; (vi) the Expected Final Maturity Date (if any) and the Legal Final Maturity Date for the Series; (vii) the number of Classes of Notes of the Series and, if the Series consists of more than one Class, the rights and priorities of each such Class; (viii) the priority of such Series with respect to any other Series; (ix) the designated Control Party with respect to such Series and the Rating Agencies, if any, for such Series; (x) the designation of such Series as either a Term Note or a Warehouse Note; and (xi) the calculation of the Asset Base, the Advance Rate, the Required Overcollateralization Percentage and the Excess Concentration Percentage for such Series.

Proceeding: Any suit in equity, action at law, or other judicial or administrative proceeding.

Proceeds: Any "proceeds," as such term is defined in Section 9-102(a)(64) of the UCC.

Prohibited Jurisdiction: Any country or jurisdiction, from time to time, that is the subject of a prohibition order (or any similar order or directive), sanctions or restrictions promulgated or administered by the Office of Foreign Assets Control of the United States Treasury Department.

Prohibited Person: Any of the following currently or in the future: (i) a person named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC available at http://www.treas.gov/offices/eotffc/ofac/sdn/index.html, or (ii) (A) an agency of the government of a Prohibited Jurisdiction, (B) an organization controlled by a Prohibited Jurisdiction, or (C) a person resident in a Prohibited Jurisdiction, to the extent the agency, organization, or person is subject to a sanctions program administered by OFAC.

Prospective Owner: This term shall have the meaning as set forth in Section 205(h) of this Indenture.

Purchaser Letter: This term shall have the meaning set forth in Section 205(i) of this Indenture.

Rated Institutional Noteholder: An institutional Noteholder whose (or whose direct or indirect holding company's) long term unsecured debt obligations are then rated "BBB-" or better by Standard & Poor's and "Baa3" or better by Moody's.

Rating Agency or Rating Agencies: With respect to any Outstanding Series, each statistical rating agency selected by the Issuer to rate such Series and having an outstanding rating with respect to such Series.

Rating Agency Condition: With respect to (i) (A) the issuance of an additional Series, (B) any Change of Control (as defined in the Management Agreement), (C) any waiver of a Trust Event of Default or Trust Manager Default or (D) any other action expressly specified in any Related Document as requiring the affirmative approval or consent of each Rating Agency, means a confirmation issued in writing by each Rating Agency that has issued an outstanding rating with respect to any Series of Notes then Outstanding that the rating(s) on such existing Series will not be downgraded or withdrawn as the result of the issuance of such additional Series, Change of Control, waiver or other action; and (ii) any other action, means that each Rating Agency that has issued an outstanding rating with respect to any Series of Notes then Outstanding shall have been given ten (10) Business Days (or such shorter period as is practicable or acceptable to each Rating Agency) prior notice thereof and, within such notice period, such Rating Agency shall not have notified the Sellers, the Indenture Trustee or Issuer in writing that such action will result in a downgrade, qualification or withdrawal of any such outstanding rating; *provided, however*, the term "Rating Agency Condition" shall also include the satisfaction of any other requirement for the fulfillment of the Rating Agency Condition that may be set forth in a Supplement for any Series of Notes which is not rated.

Record Date: Except as otherwise provided with respect to a Series in the related Supplement, with respect to any Payment Date, the last Business Day of the month preceding the month in which the related Payment Date occurs.

Regulation S Book-Entry Notes: Collectively, the Unrestricted Book-Entry Notes and the Regulation S Temporary Book-Entry Notes.

Regulation S Temporary Book-Entry Notes: The temporary book-entry notes in fully registered form without coupons that represent the Notes sold in offshore transactions within the meaning of and in compliance with Regulation S under the Securities Act and which will be registered with the Depositary.

Related Documents: With respect to any Series, each Container Transfer Agreement, the Contribution and Sale Agreement, this Indenture, the related Supplement, the Notes of such Series, the Note Purchase Agreement for such Series, the Management Agreement, the Manager Transfer Facilitator Agreement, each Interest Rate Hedge Agreement (upon

execution thereof), the Insurance Agreement for such Series (if any), each premium letter and each other document or instrument executed in connection with the issuance of any Series, as any of the foregoing may from time to time be amended, modified, supplemented or renewed.

Replacement Manager: Any Person appointed to replace the then Manager as manager of the Managed Containers, which Person shall be acceptable to the Requisite Global Majority.

Reportable Event: This term shall have the meaning given to such term in ERISA.

Required Deposit Rating: With regard to an institution, the short-term unsecured senior debt rating of such institution is in the highest category by each Rating Agency.

Required Overcollateralization Percentage: For any Series of Notes, the percentage identified as such and set forth in the related Supplement.

Required Payments. For any Series of Notes then Outstanding, the payments identified as such in the related Supplement. Such Supplement shall also specify the relative priority in which the various components of the Required Payments are to be paid.

Required Payment Deficiency: For each Series of Notes then Outstanding, the condition that will exist if funds on deposit on the Series Account for such Series (determined after giving effect to all draws on the Restricted Cash Account for such Series, but without giving effect to any allocation of Shared Available Funds to such Series) on any Payment Date is not sufficient to pay all Required Payments for such Series of Notes on such Payment Date.

Requisite Global Majority: As of any date of determination, the determination of whether a Requisite Global Majority exists with respect to a particular course of action shall be determined in accordance with Section 503 of this Indenture.

Residual Value: For each type of Managed Container stated in the table set forth below, a stated residual value determined in accordance with GAAP and stated in Dollars, provided that the Residual Value may not exceed the values shown in the following table:

Equipment Type Code	Equipment Type Name	Residual Value in Dollars
2B	20’ Bulker	604.00
2C	20’ High Cube	393.00
2D	20’ Side Dr Hc	845.00
2F	20’ Fixed Flat	140.00
2H	20’ Half High	666.00
2L	20’ Fold Flat	1,300.00
2M	Mezz Deck-20’	834.00
2R	20’ Reefer	2,750.00
2S	20’ Std Dry Frt	1,050.00
2T	20’ Opentop	1,500.00

Equipment Type Code	Equipment Type Name	Residual Value in Dollars
2U	20’ Bitutainer	2,377.00
2W	20’ Hard Top Hc	765.00
2Y	20’ Hc Reefer	2,049.00
2Z	20’ Chassis	2,534.00
4F	40’ Fixed Flat	820.00
4H	40’ High Cube	1,650.00
4J	45’ High Cube	1,500.00
4L	40’ Fold Flat	2,000.00
4M	13 Meter Rolltr	1,169.00
4N	45’ Pallet Hc	765.00
4S	40’ Std Dry Frt	1,300.00
4T	40’ Opentop	2,500.00
4U	45’ Coll Autora	2,288.00
4W	40’ Hard Top Hc	1,253.00
4Y	40’ Hc Reefer	4,500.00

Restatement Date: February 4, 2015.

Restricted Cash Account: For any Series of Notes then Outstanding (or Class thereof), the account identified as such in the related Supplement.

Restricted Cash Amount: For any Series of Notes then Outstanding (or Class thereof), the amount identified as such in the related Supplement.

Rule 144A: Rule 144A under the Securities Act, as such Rule may be amended from time to time.

Rule 144A Book-Entry Notes: The permanent book-entry notes in fully registered form without coupons that represent the Notes sold in reliance on Rule 144A and which will be registered with the Depositary.

Sale: This term shall have the meaning set forth in Section 816(a) of this Indenture.

Sales Proceeds: This term shall have the meaning set forth in the Management Agreement.

Scheduled Principal Payment Amount: With respect to any Series of Notes (if applicable to such Series), the amount identified as such in the related Supplement.

Securities Account: Any “securities account,” as such term is defined in Section 8-501 of the UCC.

Securities Act: The Securities Act of 1933, as amended from time to time.

Securities Entitlement: Any "securities entitlement," as such term is defined in Section 8-102(a)(17) of the UCC.

Securities Intermediary: Any "securities intermediary", as such term is defined in Section 8-102 of the UCC.

Seller(s): Any or all, as the context may require, of TL and any wholly-owned subsidiary of TL that is a Special Purpose Vehicle (including without limitation TMCLIII and TMCLII), in its capacity as counterparty to a Container Transfer Agreement.

Senior Notes: With respect to any Series of Notes, those Note(s) of such Series that are designated as "Senior Notes" in the related Supplement.

Series: Any series of Notes established pursuant to a Supplement.

Series Account: Any deposit, trust, escrow or similar account maintained for the benefit of the Noteholders and any related Interest Rate Hedge Providers of any Series, if any, as specified in the related Supplement.

Series Issuance Date: With respect to any Series, the date on which the Notes of such Series are to be originally issued in accordance with Section 1006 of this Indenture and the related Supplement.

Series-Specific Collateral: With respect to any Series of Notes, the collateral identified as such in the related Supplement.

Series-Specific Early Amortization Event: With respect to any Series of Notes, the events or conditions identified as such in the related Supplement.

Series-Specific Event of Default: With respect to any Series of Notes, the events or conditions identified as such in the related Supplement.

Series-Specific Manager Default: With respect to any Series of Notes, the events or conditions identified as such in the related Supplement.

Shared Available Funds: For any Series, this term shall have the meaning set forth in the Supplement for such Series.

Special Purpose Vehicle: A trust, partnership, corporation, exempted company with limited liability or other entity established and wholly-owned (directly or indirectly) by TL and/or one or more Subsidiaries wholly-owned (directly or indirectly) by TL (each an "Entity") to acquire Containers, leases, other related assets and proceeds of the foregoing, provided that:

(a) no portion of the indebtedness or any other obligations (contingent or otherwise) of such Entity (i) is guaranteed by TL or TGH (excluding guarantees of obligations pursuant to Standard Securitization Undertakings), (ii) is recourse to or obligates TL or TGH in any way other than pursuant to Standard Securitization Undertakings or (iii) subjects any property or asset of TL or TGH, directly or indirectly, contingently or otherwise, to the satisfaction of obligations of such Entity incurred in such transactions, other than pursuant to Standard Securitization Undertakings;

(b) none of TL or TGH has any material contract, agreement, arrangement or understanding with such Entity other than on terms no less favorable to TL or TGH than those that might be obtained at the time from Persons that are not affiliates of such Entity, other than fees payable in the ordinary course of business in connection with servicing and managing containers; *provided* that a sale of Containers at net book value shall be deemed to comply with this paragraph (b); and

(c) none of TL or TGH has any obligation to maintain or preserve the financial condition of such Entity or cause such Entity to achieve certain levels of operating results.

Notwithstanding the foregoing, each of TMCLII and TMCLIII constitutes a Special Purpose Vehicle.

Standard Securitization Undertakings: Representations, warranties, covenants and indemnities of TGH, TL and/or other transferring Subsidiary of TL that are reasonably customary in securitization transactions.

Standard & Poor's: Standard and Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

Subordinate Notes: With respect to any Series of Notes, those Note(s), if any, of such Series that are designated as "Subordinate Notes" in the related Supplement.

Subsidiary: A subsidiary of a Person means any corporation, association, partnership, limited liability company, joint venture or other business entity of which more than fifty percent (50.0%) of the voting stock or other equity interests (in the case of Persons other than corporations) is owned or controlled directly or indirectly by such Person, or one or more of the Subsidiaries of such Person, or a combination thereof.

Supplement: Any supplement to this Indenture executed in accordance with Article X of this Indenture.

Supporting Obligation: Any "supporting obligation" as defined in Section 9-102(a)(77) of the UCC.

TEML: Textainer Equipment Management Limited, an exempted company continued into and existing under the laws of Bermuda, and its successors and permitted assigns.

Term Lease: This term shall have the meaning set forth in the Management Agreement.

Term Note: Any Note that pays principal and interest on each Payment Date from and after its date of issuance.

TEU: A twenty (20) foot equivalent unit, an industry standard measure based on the physical dimensions of a Container.

TGH: Textainer Group Holdings Limited, an exempted company with limited liability incorporated and existing under the laws of Bermuda, including its permitted successors and assigns.

TL: Textainer Limited, an exempted company with limited liability incorporated and existing under the laws of Bermuda, including its permitted successors and assigns.

TMCLII: Textainer Marine Containers II Limited, an exempted company with limited liability incorporated and existing under the laws of Bermuda, including its permitted successors and assigns.

TMCLII Container Transfer Agreement: The Container Transfer Agreement, dated as of August 5, 2013, between the Issuer and TMCLII, as such agreement may be amended, modified or supplemented from time to time in accordance with its terms.

TMCLIII: Textainer Marine Containers III Limited, an exempted company with limited liability incorporated and existing under the laws of Bermuda, including its permitted successors and assigns.

TMCLIII Container Transfer Agreement: The Container Transfer Agreement, dated as of October 30, 2014 between the Issuer and TMCLIII, as such agreement may be amended, modified or supplemented from time to time in accordance with its terms.

Transfer Date: This term shall be as defined in the Contribution and Sale Agreement or applicable Container Transfer Agreement, as the context may require.

Transferred Assets: The "Transferred Assets" (as defined in the Contribution and Sale Agreement or Container Transfer Agreement, as applicable) transferred by the Issuer's counterparty to the Issuer thereunder.

Trust Account: The account or accounts established by the Indenture Trustee, in the name of the Indenture Trustee, for the benefit of the Noteholders and each Interest Rate Hedge Provider, pursuant to Section 302 hereof.

Trust Early Amortization Event: The occurrence of any of the events or conditions set forth in Section 1201 hereof.

Trust Event of Default: The occurrence of any of the events or conditions set forth in Section 801 hereof.

Trust Manager Default: The term shall have the meaning as set forth in the Management Agreement.

TUS: This term shall have the meaning set forth in the Management Agreement.

TUS Sublease: This term shall have the meaning set forth in the Management Agreement.

TUS Sublease Spread: This term shall have the meaning set forth in the Management Agreement.

TUS Sublessee: This term shall have the meaning set forth in the Management Agreement.

UCC: The Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Indenture Trustee's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

Unpaid Principal Balance: As of any date of determination for each Series of Notes then Outstanding, an amount equal to the then unpaid principal balance of all Notes of such Series then Outstanding.

Unrestricted Book-Entry Notes: The permanent book-entry notes in fully registered form without coupons that are exchangeable for Regulation S Temporary Book-Entry Notes after the expiration of the 40-day distribution compliance period and which will be registered with the Depositary.

Warehouse Note: Any Series of Notes that has a revolving period during which periodic payments of principal are not scheduled to be paid.

Warranty Purchase Amount: As defined in the Contribution and Sale Agreement or the "Reconveyance Price" in the applicable Container Transfer Agreement, as context may require.

Weighted Average Age: For any group of Managed Containers as of any date of determination, an amount equal to the quotient of (i) the sum of the products for such Managed Containers, of (A) the age in years (determined from the date of manufacture thereof by the manufacturer) of each such Managed Container multiplied by (B) the Net Book Value of each such Managed Container, divided by (ii) the sum of the Net Book Values of all such Managed Containers.

Section 102. Other Definitional Provisions.

(a) With respect to any Series, all terms used herein and not otherwise defined herein shall have meanings ascribed to them in the related Supplement.

(b) All terms defined in this Indenture shall have the defined meanings when used in any agreement, certificate or other document made or delivered pursuant hereto, including any Supplement, unless otherwise defined therein.

(c) As used in this Indenture and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Indenture or in any such certificate or other document, and accounting terms partly defined in this Indenture or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under GAAP, consistently applied. To the extent that the definitions of accounting terms in this Indenture or in any such certificate or other document are inconsistent with the meanings of such terms under GAAP or regulatory accounting principles, the definitions contained in this Indenture or in any such certificate or other document shall control.

(d) With respect to any Collection Period, the "related Record Date," the "related Determination Date," and the "related Payment Date," shall mean the Record Date occurring on the last Business Day of such Collection Period and the Determination Date and Payment Date occurring in the month immediately following the end of such Collection Period.

(e) With respect to any Series of Notes, the "related Supplement" shall mean the Supplement pursuant to which such Series of Notes is issued.

(f) References to the Manager's financial statements shall mean the financial statements of the Manager and its consolidated Subsidiaries.

(g) With respect to any ratio analysis required to be performed as of the most recently completed fiscal quarter, the most recently completed fiscal quarter shall mean the fiscal quarter for which financial statements were required hereunder to have been delivered.

(h) With respect to the calculation of any financial ratio set forth in this Indenture or any other Related Document, the components of such calculations are to be determined in accordance with GAAP, consistently applied, with respect to the Issuer or the Manager, as the case may be.

Section 103. Computation of Time Periods.

Unless otherwise stated in this Indenture or any Supplement issued pursuant to the terms hereof, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding."

Section 104. Statutory References.

References in this Indenture and any other Related Document to any section of the UCC shall mean, on or after the effective date of adoption of any revision to the UCC in the applicable jurisdiction, such revised or successor section thereto.

Section 105. Duties of the Manager Transfer Facilitator.

All of the duties and responsibilities of the Manager Transfer Facilitator set forth in this Indenture, any Supplement or any other Related Document issued pursuant hereto are subject in all respects to the terms and conditions of the Manager Transfer Facilitator Agreement. Each of the Issuer, the Indenture Trustee and, by acceptance of its Notes, each Noteholder hereby acknowledges the terms of the Manager Transfer Facilitator Agreement and agrees to cooperate with the Manager Transfer Facilitator in its execution of its duties and responsibilities.

ARTICLE II

THE NOTES

Section 201. Authorization of Notes.

(a) The number of Series or Classes of Notes which may be created by this Indenture is not limited; *provided*, *however*, that, the issuance of any Series of Notes shall not result in, or with the giving of notice or the passage of time or both would result in, the occurrence of an Early Amortization Event for any Series of Notes Outstanding at the time of such issuance. The aggregate principal amount of Notes of each Series which may be issued, authenticated and delivered under this Indenture is not limited except as shall be set forth in any Supplement and as restricted by the provisions of this Indenture.

(b) The Notes issuable under this Indenture shall be issued in such Series, and such Class or Classes within a Series, as may from time to time be created by a Supplement pursuant to this Indenture. Each Series shall be created by a different Supplement and shall be designated to differentiate the Notes of such Series from the Notes of any other Series.

(c) Upon satisfaction of and compliance with the requirements and conditions to closing set forth in the related Supplement, Notes of the Series to be executed and delivered on a particular Series Issuance Date pursuant to such related Supplement, may be executed by the Issuer and delivered to the Indenture Trustee for authentication following the execution and delivery of the related Supplement creating such Series or from time to time thereafter, and the Indenture Trustee shall authenticate and deliver Notes upon an Issuer request set forth in an Officer's Certificate of the Issuer signed by one of its Authorized Signatories, without further action on the part of the Issuer.

Section 202. Form of Notes; Book-Entry Notes.

(a) Notes of any Series or Class may be issued, authenticated and delivered, at the option of the Issuer, as Regulation S Book-Entry Notes, Rule 144A Book-Entry Notes, or as Definitive Notes or as may otherwise be set forth in a Supplement and shall be substantially in the form of the exhibits attached to the related Supplement. Notes of each Series shall be dated the date of their authentication and shall bear interest at such rate, be payable as to principal, premium, if any, and interest on such date or dates, and shall contain such other terms and provisions as shall be established in the related Supplement. Except as otherwise provided in any Supplement, the Notes shall be issued in minimum denominations of $100,000 and in integral multiples of $1,000 in excess thereof; *provided* that one Note of each Class may be issued in a nonstandard denomination.

(b) If the Issuer shall choose to issue Regulation S Book-Entry Notes or Rule 144A Book-Entry Notes, such notes shall be issued in the form of one or more Regulation S Book-Entry Notes or one or more Rule 144A Book-Entry Notes which (i) shall represent, and shall be denominated in an aggregate amount equal to, the aggregate principal amount of all Notes to be issued hereunder, (ii) shall be delivered as one or more Notes held by the Book-Entry Custodian, or, if appointed to hold such Notes as provided below, the Notes shall be registered in

the name of the Depositary or its nominee, (iii) shall be substantially in the form of the exhibits attached to the related Supplement, with such changes therein as may be necessary to reflect that each such Note is a Book-Entry Note, and (iv) shall each bear a legend substantially to the effect included in the form of the exhibits attached to the related Supplement.

(c) Notwithstanding any other provisions of this Section 202 or of Section 205, unless and until a Book-Entry Note is exchanged in whole for Definitive Notes, a Book-Entry Note may be transferred, in whole, but not in part, and in the manner provided in this Section 202, only by (i) the Depositary to a nominee of such Depositary, or (ii) by a nominee of such Depositary to such Depositary or another nominee of such Depositary or (iii) by such Depositary or any such nominee to a successor Depositary selected or approved by the Issuer or to a nominee of such successor Depositary or in the manner specified in Section 202(d). The Depositary shall order the Note Registrar to authenticate and deliver any Book-Entry Notes and any Book-Entry Note for each Class of Notes having an aggregate initial outstanding principal balance equal to the initial outstanding balance of such Class. Noteholders shall hold their respective Ownership Interests in and to such Notes through the book-entry facilities of the Depositary. Without limiting the foregoing, any Book-Entry Noteholders shall hold their respective Ownership Interests, if any, in Book-Entry Notes only through Depositary Participants.

(d) If (i) the Issuer elects to issue Definitive Notes, (ii) the Depositary for the Notes represented by one or more Book-Entry Notes at any time notifies the Issuer that it is unwilling or unable to continue as Depositary of the Notes or if at any time the Depositary shall no longer be a clearing agency registered under the Exchange Act and any other applicable statute or regulation, and a successor Depositary is not appointed or approved by the Issuer within 90 days after the Issuer receives such notice or becomes aware of such condition, as the case may be, (iii) the Indenture Trustee, at the written direction of the Noteholders representing more than 50% of the outstanding principal balance of the Notes, elects to terminate the book-entry system through the Depositary or (iv) after an Event of Default for any Series or a Manager Default for any Series, Noteholders of such Series notify the Depositary, or Book-Entry Custodian, as the case may be, in writing that the continuation of a book-entry system through the Depositary, or the Book-Entry Custodian, as the case may be, is no longer in such Noteholders' best interest, upon the request of such Noteholders, the Issuer will promptly execute, and the Indenture Trustee, upon receipt of an Officer's Certificate evidencing such determination by the Issuer, will promptly authenticate and make available for delivery, Definitive Notes for such Series, in authorized denominations and in an aggregate principal amount equal to the principal amount of the Book-Entry Note then outstanding for such Series in exchange for such Book-Entry Note or as an original issuance of Notes and this Section 202(d) shall no longer be applicable to the Notes of such Series. Upon the exchange of such Book-Entry Notes for such Definitive Notes without coupons, in authorized denominations, such Book-Entry Notes shall be canceled by the Indenture Trustee. All Definitive Notes shall be issued without coupons. Such Definitive Notes issued in exchange of the Book-Entry Notes pursuant to this Section 202(d) shall be registered in such names and in such authorized denominations as the Depositary, in the case of an exchange, or the Note Registrar, in the case of an original issuance, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Indenture Trustee. The Indenture Trustee may conclusively rely on any such

instructions furnished by the Depositary or the Note Registrar, as the case may be, and shall not be liable for any delay in delivery of such instructions. The Indenture Trustee shall make such Notes available for delivery to the Persons in whose names such Notes are so registered.

(e) As long as the Notes outstanding are represented by one or more Book-Entry Notes:

(i) the Note Registrar and the Indenture Trustee may deal with the Depositary for all purposes (including the payment of principal of and interest on the Notes) as the authorized representative of the Noteholders;

(ii) the rights of Noteholders shall be exercised only through the Depositary and shall be limited to those established by law and agreements between such Noteholders and the Depositary and/or the Depositary Participants. Unless and until Definitive Notes are issued, the Depositary will make book-entry transfers among the Depositary Participants and receive and transmit payments of principal of, and interest on, the Notes to such Depositary Participants; and

(iii) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Holders of Notes evidencing a specified percentage of the voting rights of a particular series, the Depositary shall be deemed to represent such percentage only to the extent that it has received instructions to such effect from Noteholders and/or Depositary Participants owning or representing, respectively, such required percentage of the beneficial interest in the Notes (or Class of Notes) and has delivered such instruction to the Indenture Trustee.

(f) Whenever a notice or other communication to the Noteholders is required under this Indenture, unless and until Definitive Notes have been issued to Noteholders, the Indenture Trustee shall give all such notices and communications to the Depositary.

(g) The Indenture Trustee is hereby initially appointed as the Book-Entry Custodian and hereby agrees to act as such in accordance with the agreement that it has with the Depositary authorizing it to act as such. The Book-Entry Custodian may, and, if it is no longer qualified to act as such, the Book-Entry Custodian shall, appoint, by written instrument delivered to the Issuer and the Depositary, any other transfer agent (including the Depositary or any successor Depositary) to act as Book-Entry Custodian under such conditions as the predecessor Book-Entry Custodian and the Depositary or any successor Depositary may prescribe, provided that the predecessor Book-Entry Custodian shall not be relieved of any of its duties or responsibilities by reason of any such appointment of other than the Depositary. If the Indenture Trustee resigns or is removed in accordance with the terms hereof, the successor Indenture Trustee or, if it so elects, the Depositary shall immediately succeed to its predecessor's duties as Book-Entry Custodian. The Issuer shall have the right to inspect, and to obtain copies of, any Notes held as Book-Entry Notes by the Book-Entry Custodian.

(h) The provisions of Section 205(i) shall apply to all transfers of Definitive Notes, if any, issued in respect of Ownership Interests in the Rule 144A Book-Entry Notes.

(i) No transfer of any Note or interest therein shall be made unless that transfer is made pursuant to an effective registration statement under the Securities Act, and effective registration or qualification under applicable state securities laws, or is made in a transaction that does not require such registration or qualification. If a transfer of any Definitive Note is to be made without registration under the Securities Act (other than in connection with the initial issuance thereof or a transfer thereof by the Depositary or one of its Affiliates), then the Note Registrar shall refuse to register such transfer unless it receives (and upon receipt, may conclusively rely upon) either: (i) a certificate from such Noteholder substantially in the form attached as Exhibit C hereto or such other certification reasonably acceptable to the Indenture Trustee and a certificate from such Noteholder's prospective transferee substantially in the form attached as Exhibit C hereto or such other certification reasonably acceptable to the Indenture Trustee; or (ii) an Opinion of Counsel satisfactory to the Indenture Trustee to the effect that such transfer may be made without registration under the Securities Act (which Opinion of Counsel shall not be an expense of the Issuer or any Affiliate thereof or of the Depositary, the Manager or Affiliate thereof, the Indenture Trustee or the Note Registrar in their respective capacities as such), together with the written certification(s) as to the facts surrounding such transfer from the Noteholder desiring to effect such transfer and/or such Noteholder's prospective transferee on which such Opinion of Counsel is based. If such a transfer of any interest in a Book-Entry Note is to be made without registration under the Securities Act, the transferor will be deemed to have made each of the representations and warranties set forth on Exhibit C hereto in respect of such interest as if it was evidenced by a Definitive Note and the transferee will be deemed to have made each of the representations and warranties set forth in Exhibit C hereto in respect of such interest as if it was evidenced by a Definitive Note. None of the Depositary, the Issuer, the Indenture Trustee or the Note Registrar is obligated to register or qualify any Class of Notes under the Securities Act or any other securities law or to take any action not otherwise required under this Indenture to permit the transfer of any Note or interest therein without registration or qualification. Any Noteholder desiring to effect such a transfer shall, and does hereby agree to, indemnify the Depositary, the Issuer, the Indenture Trustee and the Note Registrar against any liability that may result if the transfer is not so exempt or is not made in accordance with such federal and state laws.

Section 203. Execution, Recourse Obligation.

The Notes shall be executed on behalf of the Issuer by an Authorized Signatory of the Issuer. The Notes shall be dated the date of their authentication by the Indenture Trustee.

In case any Authorized Signatory of the Issuer whose signature shall appear on the Notes shall cease to be an Authorized Signatory of the Issuer before the authentication by the Indenture Trustee and delivery of such Notes, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes.

All Notes and the interest thereon shall be full recourse obligations of the Issuer and shall be secured by all of the Issuer's right, title and interest in the Collateral. The Notes shall never constitute obligations of the Indenture Trustee, the Manager, the Sellers or of any shareholder or any Affiliate of any Seller (other than the Issuer) or any member or shareholder of the Issuer, or any officers, directors, employees or agents of any thereof, and no recourse may be had under or upon any obligation, covenant or agreement of this Indenture, any Supplement or of

any Notes, or for any claim based thereon or otherwise in respect thereof, against any incorporator or against any past, present, or future owner, partner of an owner or any officer, employee or director thereof or of any successor entity, or any other Person, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed that this Indenture and the obligations issued hereunder are solely obligations of the Issuer, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any other Person under or by reason of this Indenture, any Supplement or any Notes or implied therefrom, or for any claim based thereon or in respect thereof, all such liability and any and all such claims being hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of such Notes. Except as provided in any Supplement, no Person other than the Issuer shall be liable for any obligation of the Issuer under this Indenture or any Note or any losses incurred by any Noteholder.

Section 204. Certificate of Authentication.

No Notes shall be secured hereby or entitled to the benefit hereof or shall be or become valid or obligatory for any purpose unless there shall be endorsed thereon a certificate of authentication by the Indenture Trustee, substantially in the form set forth in the form of Note attached to the related Supplement. Such certificate on any Note issued by the Issuer shall be conclusive evidence and the only competent evidence that it has been duly authenticated and delivered hereunder.

At the written direction of the Issuer, the Indenture Trustee shall authenticate and deliver the Notes. It shall not be necessary that the same Authorized Signatory of the Indenture Trustee execute the certificate of authentication on each of the Notes.

Section 205. Registration; Registration of Transfer and Exchange of Notes.

(a) The Indenture Trustee shall keep at its Corporate Trust Office books for the registration and transfer of the Notes (the "Note Register"). The Issuer hereby appoints the Indenture Trustee as its registrar (the "Note Registrar") and transfer agent to keep such books and make such registrations and transfers as are hereinafter set forth in this Section 205 and also authorizes and directs the Indenture Trustee to provide a copy of such registration record to the Manager upon its request. The names and addresses of the Holders of all Notes and all transfers of, and the names and addresses of the transferee of, all Notes will be registered in such Note Register. The Person in whose name any Note is registered shall be deemed and treated as the owner and Holder thereof for all purposes of this Indenture, and the Indenture Trustee and the Issuer shall not be affected by any notice or knowledge to the contrary. If a Person other than the Indenture Trustee is appointed by the Issuer to maintain the Note Register, the Issuer will give the Indenture Trustee and each Administrative Agent prompt written notice of such appointment and of the location, and any change in the location, of the successor note registrar. Notwithstanding the foregoing, so long as Wells Fargo Bank, National Association is acting as the Indenture Trustee, it shall also act as the Note Registrar.

(b) Payments of principal, premium, if any, and interest on any Note shall be payable on each Payment Date only to the registered Holder thereof on the Record Date

immediately preceding such Payment Date. The principal of, premium, if any, and interest on each Note shall be payable at the Corporate Trust Office in immediately available funds in such coin or currency of the United States of America as at the time for payment shall be legal tender for the payment of public and private debts. Except as set forth in any Supplement, all interest payable on the Notes shall be computed on the basis of a 360-day year for the actual number of days which have elapsed in the relevant calculation period. Notwithstanding the foregoing or any provision in any Note to the contrary, if so requested by the registered Holder of any Note by written notice to the Indenture Trustee, all amounts payable to such registered Holder may be paid either (i) by crediting the amount to be distributed to such registered Holder to an account maintained by such registered Holder with the Indenture Trustee or by transferring such amount by wire to such other bank in the United States, including a Federal Reserve Bank, as shall have been specified in such notice, for credit to the account of such registered Holder maintained at such bank, or (ii) by mailing a check to such address as such Holder shall have specified in such notice, in either case without any presentment or surrender of such Note to the Indenture Trustee at the Corporate Trust Office.

(c) All payments on the Notes shall be paid to the Noteholders reflected in the Note Register as of the related Record Date by wire transfer of immediately available funds for receipt prior to 2:00 p.m. (New York City time) on the related Payment Date. Any payments received by the Noteholders after 2:00 p.m. (New York City time) on any day shall be considered to have been received on the next succeeding Business Day; *provided*, *however*, that if the Issuer has deposited the required funds with the Indenture Trustee by 1:00 p.m. (New York City time), on such date, then the Issuer, upon receipt by the Noteholders of such payment, shall be deemed to have made such payment at the time so required. Notwithstanding the foregoing or any provision in any Note to the contrary, if so requested by the registered Noteholder by written notice to the Indenture Trustee, all amounts payable to such registered Noteholder may be paid by mailing on the related Payment Date a check to such address as such Noteholder shall have specified in such notice, in either case without any presentment or surrender of such Note to the Indenture Trustee at the Corporate Trust Office.

(d) Upon surrender for registration of transfer of any Note at the Corporate Trust Office, the Issuer shall execute and the Indenture Trustee, upon written request, shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of the same class, of any authorized denominations and of a like aggregate original principal amount.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the legal, valid and binding obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture and any Supplement, as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Issuer or the Indenture Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Indenture Trustee duly executed, by the Holder thereof or his attorney duly authorized in writing.

(g) Any service charge, fees or expenses made or expense incurred by the Indenture Trustee for any such registration, discharge from registration or exchange referred to in this Section 205 shall be paid by the Noteholder. The Indenture Trustee or the Issuer may require payment by the Holder of a sum sufficient to cover any tax expense or other governmental charge payable in connection therewith.

(h) If Notes are issued or exchanged in definitive form under Section 202, such Notes will not be registered by the Indenture Trustee unless each prospective initial Noteholder acquiring a Note, each prospective transferee acquiring a Note and each prospective owner (or transferee thereof) of a beneficial interest in Notes (each, a "Prospective Owner") acquiring such beneficial interest provides the Manager, the Issuer, the Indenture Trustee and any successor Manager with a written representation that the statement in either subsection (1) or (2) of Section 208 is an accurate representation as to all sources of funds to be used to pay the purchase price of the Notes.

(i) No transfer of a Note shall be deemed effective unless (x) the transference of such Note is not to a Competitor, (y) any transfer procedures and restrictions set forth in the Supplement pursuant to which such Note was issued are complied with, and (z) the registration and prospectus delivery requirements of Section 5 of the Securities Act and any applicable state securities laws are complied with, or such transfer is exempt from the registration and prospectus delivery requirements under said Securities Act and laws. In the event that a transfer is to be made without registration or qualification, such Noteholder's prospective transferee shall deliver to the Indenture Trustee an investment letter substantially in the form of Exhibit C hereto (the "Purchaser Letter") or such other form as set forth in a Supplement to this Indenture. Neither the Indenture Trustee nor the Issuer is under any obligation to register the Notes under the Securities Act or any other securities law or to bear any expense with respect to such registration by any other Person or monitor compliance of any transfer with the securities laws of the United States regulations promulgated in connection thereto or ERISA.

Section 206. Mutilated, Destroyed, Lost and Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Indenture Trustee, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as it and the Issuer may require to hold the Issuer, the Manager and the Indenture Trustee harmless (the unsecured indemnity of a Rated Institutional Noteholder being deemed satisfactory for such purpose), then the Issuer shall execute and the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note of the same Series and Class and maturity and of like terms as the mutilated, destroyed, lost or stolen Note; *provided*, *however*, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become, or within seven days shall be due and payable, the Issuer may pay such destroyed, lost or stolen Note when so due or payable instead of issuing a replacement Note.

(b) If, after the delivery of such replacement Note, or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such

original Note, the Issuer and the Indenture Trustee shall be entitled to recover upon the security or indemnity provided therefor to the extent of any and all loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

(c) The Indenture Trustee and the Issuer may, for each new Note authenticated and delivered under the provisions of this Section 206, require the advance payment by the Noteholder of the expenses, including counsel fees, service charges and any tax or governmental charge which may be incurred by the Indenture Trustee or the Issuer. Any Note issued under the provisions of this Section 206 in lieu of any Note alleged to be destroyed, mutilated, lost or stolen, shall be equally and proportionately entitled to the benefits of this Indenture with all other Notes of the same Series and Class. The provisions of this Section 206 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 207. Delivery, Retention and Cancellation of Notes.

Each Noteholder is required, and hereby agrees, to return to the Indenture Trustee on or prior to the Legal Final Payment Date (or, if earlier, the date on which the Unpaid Principal Balance of, and accrued interest and other amounts related to, the applicable Series of Notes shall have been paid in full (for example, pursuant to a refinancing of the Notes of the applicable Series or pursuant to the exercise of remedies under Article VIII hereof)), any Note on which the final payment due thereon has been made for the related Series of Notes. Any such Note as to which the Indenture Trustee has made or holds the final payment thereon shall be deemed canceled and shall no longer be Outstanding for any purpose of this Indenture, whether or not such Note is ever returned to the Indenture Trustee. Matured Notes delivered upon final payment to the Indenture Trustee and any Notes transferred or exchanged for other Notes shall be canceled and disposed of by the Indenture Trustee in accordance with its policy of disposal and the Indenture Trustee shall promptly deliver to the Issuer such canceled Notes upon reasonable prior written request. If the Indenture Trustee shall acquire, for its own account, any of the Notes, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Notes. If the Issuer shall acquire any of the Notes, such acquisition shall operate as a redemption or satisfaction of the indebtedness represented by such Notes. Notes which have been canceled by the Indenture Trustee shall be deemed paid and discharged for all purposes under this Indenture.

Section 208. ERISA Deemed Representations.

Unless otherwise specified in any applicable Supplement, each prospective initial Noteholder acquiring Notes and each Prospective Owner will be deemed to have represented by such purchase to the Issuer, the Indenture Trustee, the Manager and any successor Manager that either (1) it is not acquiring the Notes with the assets of a Plan; or (2) the acquisition and holding of the Notes will not give rise to a nonexempt prohibited transaction under Section 406(a) of ERISA or Section 4975 of the Code.

ARTICLE III

PAYMENT OF NOTES; STATEMENTS TO NOTEHOLDERS

Section 301. Principal and Interest.

Distributions of principal, premium, if any, and interest on any Series or Class of Notes shall be made to Noteholders of each Series and Class as set forth in Section 302 of this Indenture and the related Supplement. The maximum Overdue Rate for any Note under any Series shall be equal to the sum of (i) two percent (2.00%) per annum, plus (ii) the interest rate for such Note prior to the occurrence of the relevant Event of Default for such Series. Except as set forth in any Supplement, all interest and fees payable on, or with respect to, the Notes shall be computed on the basis of a 360-day year for the actual number of days which have elapsed in the relevant calculation period.

Section 302. Trust Account.

(a) On or prior to the date hereof, the Indenture Trustee shall establish and maintain the Trust Account into which all of the following amounts shall be deposited: (i) Collections (subject to any deductions permitted pursuant to Section 5.1(b) of the Management Agreement), (ii) Warranty Purchase Amounts, (iii) any cash Capital Contribution (except to the extent deposited into a Restricted Cash Account) to the Issuer and (iv) other payments required by this Indenture and other Related Documents to be deposited therein. Such Trust Account shall initially be established and maintained with the Corporate Trust Office in trust for the Indenture Trustee, on behalf of the Noteholders and each Interest Rate Hedge Provider, and shall be maintained until the Aggregate Outstanding Obligations are paid in full. The Trust Account shall at all times be an Eligible Account and shall be pledged to the Indenture Trustee pursuant to the terms of this Indenture. The Issuer shall not establish any additional Trust Accounts without prior written notice to the Indenture Trustee and without the prior written consent of the Requisite Global Majority.

(b) The Issuer shall cause the Manager to deposit funds into the Trust Account at the times and in the amounts required pursuant to the terms of the Management Agreement. So long as no Trust Event of Default or Trust Manager Default shall have occurred and then be continuing, the Manager shall be permitted to request the Indenture Trustee to withdraw from amounts on deposit in the Trust Account, or otherwise net out, from amounts otherwise required to be deposited into the Trust Account pursuant to Section 302(a) the amount of any Management Fees or Management Fee Arrearage that would otherwise be due and payable on the immediately succeeding Payment Date.

(c) On or prior to each Determination Date, the Issuer shall cause the Manager, pursuant to Section 7.3 of the Management Agreement, to prepare and deliver to the Issuer, the Indenture Trustee and each Administrative Agent, the Manager Report. Subject to Section 302(d), on each Payment Date, the Indenture Trustee, based on the Manager Report (or in the absence of any Manager Report, in accordance with written instructions from the Requisite Global Majority), upon which Manager Report or other instructions the Indenture Trustee shall be entitled to conclusively rely, shall distribute from the Trust Account to the Series Account for

each Series of Notes then Outstanding (other than a Liquidation Deficiency Series), an amount equal to the product of (i) the Available Distribution Amount and (ii) the Collection Allocation Percentage for such Series on such Determination Date, for further distribution in accordance with the priority of payments set forth in the related Supplement.

(d) The Sales Proceeds resulting from a partial sale of Collateral made in accordance with the provisions of Section 804(b) of this Indenture shall be deposited directly into the Series Account for each Liquidating Series and such Sales Proceeds shall not be subject to the allocation procedures set forth in Section 302(c).

(e) If any Series has more than one Class of Notes then Outstanding, then the allocation of the Available Distribution Amount performed in accordance with Section 302(c) shall be calculated without regard to the payment priorities of the Classes of Notes within such Series. Once the Available Distribution Amount has been allocated to each Series, then that portion of the Available Distribution Amount allocable to such Series shall be paid to each Class of Noteholders of such Series in accordance with the priority of payments set forth in the related Supplement.

(f) The Issuer shall have the right, but not the obligation, at any time to make (or to direct the Indenture Trustee in writing to make) principal payments on any Series of Notes and payments of other Outstanding Obligations from some or all of (i) amounts that are payable or have been paid to the Issuer pursuant to this Section 302, (ii) amounts that the Issuer receives from advances or draws under any Series of Warehouse Notes, (iii) proceeds of the issuance of any Series of Notes, (iv) cash and Eligible Investments on deposit in the Excess Funding Account and (v) other funds held by the Issuer. Without limiting the foregoing, at the written direction of the Issuer, amounts and proceeds contemplated by the preceding sentence may be included in distributions in respect of principal payments on the Notes of one or more Series and payments of other Outstanding Obligations pursuant to Section 302(c).

(g) The Issuer is also required to deposit in the Trust Account (i) on each Transfer Date, so long as the Accrual Condition shall exist on such Transfer Date, the Additional Funding Amount for the Managed Containers acquired on such Transfer Date, and (ii) all Warranty Purchase Amounts and any other payments required to be deposited in the Trust Account pursuant to the Indenture and the other Related Documents on the date specified in the Related Documents.

Section 303. Investment of Monies Held in the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Accounts.

(a) Subject to the provisions of Section 703 hereof, the Indenture Trustee shall invest any cash deposited in the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Account in such Eligible Investments as the Issuer or its designee (or its authorized agent) shall direct in writing or by telephone, subsequently confirmed in writing. Each Eligible Investment (including reinvestment of the income and proceeds of Eligible Investments) shall be held to its maturity and shall mature or shall be payable on demand not later than the Determination Date immediately preceding the next succeeding Payment Date. If the Indenture Trustee has not received written instructions from the Issuer or

its designee by 2:30 p.m. (New York time) on the day such funds are received as to the investment of funds then on deposit in any of the aforementioned accounts, the Issuer hereby instructs the Indenture Trustee to invest such funds in overnight investments in Wells Fargo Bank, National Association of the type described in clause (iv) of the definition of Eligible Investments. Any funds in the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Account not so invested must be insured by the Federal Deposit Insurance Corporation. Eligible Investments shall be made in the name of the Indenture Trustee for the benefit of the Noteholders and each Interest Rate Hedge Provider. Any earnings on Eligible Investments in the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Account shall be retained in each such account and be distributed in accordance with the terms of this Indenture or any related Supplement. The Indenture Trustee shall not be liable or responsible for losses on any investments made by it pursuant to this Section 303.

(b) On or prior to the date hereof, each of the Issuer and the Securities Intermediary shall enter into Control Agreements each in the form of Exhibit F hereto for each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and any Series Accounts. At all times on and after the date hereof, each such account shall be the subject of a Control Agreement.

(c) The Indenture Trustee, acting in accordance with the terms of this Indenture, shall be entitled to deliver an Entitlement Order to the Securities Intermediary at which such accounts are maintained at any time; *provided*, *however*, that the Indenture Trustee agrees not to invoke its right to provide an Entitlement Order unless a Trust Event of Default has occurred and is continuing. The Control Agreements shall provide that upon receipt of the Entitlement Order in accordance with the provisions of this Indenture, the Indenture Trustee shall comply with such Entitlement Order without further consent by the Issuer or any other Person.

(d) Each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and the Series Accounts shall be initially established with the Indenture Trustee and, so long as any Outstanding Obligations remain unpaid, shall be maintained with the Indenture Trustee so long as (A) the short-term unsecured debt obligations of the financial institution fulfilling the role of the Indenture Trustee are rated not less than the Required Deposit Rating or (B) each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and the Series Accounts are maintained at the Corporate Trust Office. If any of the Trust Account, the Excess Funding Account, each Restricted Cash Account or the Series Accounts are not maintained at the Corporate Trust Office or if the short-term unsecured debt obligations of the Indenture Trustee fall below the Required Deposit Rating, then the Issuer shall within ten (10) days after obtaining knowledge of such condition, with the Indenture Trustee's assistance as necessary, cause each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and the Series Accounts to be transferred to either (A) an Eligible Institution which then maintains the Required Deposit Rating or (B) the Corporate Trust Office of the successor Indenture Trustee. Prior to any of the Trust Account, the Excess Funding Account, each Restricted Cash Account or any Series Accounts being maintained with a Person other than the Indenture Trustee, the Issuer shall obtain the prior written consent of the Requisite Global Majority and shall cause a new Control Agreement to be entered into with such Person as securities intermediary.

(e) Each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and the Series Accounts shall be governed by the laws of the State of New York, regardless of any provision in any other agreement. Each Control Agreement shall provide for purposes of the UCC that New York shall be deemed to be the Securities Intermediary's jurisdiction and each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Account (as well as the Securities Entitlements related thereto) shall be governed by the laws of the State of New York.

(f) The Indenture Trustee, in its capacity as the Securities Intermediary, has not entered into, and until the termination of this Indenture will not enter into, any agreement with any other Person relating to any of the Trust Account, the Excess Funding Account, each Restricted Cash Account, any Series Account or any Financial Assets credited thereto pursuant to which it has agreed to comply with Entitlement Orders of such other Person and the Securities Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Issuer, any Seller, the Manager or the Indenture Trustee purporting to limit or condition the obligation of the Securities Intermediary to comply with Entitlement Orders as set forth in Section 303(c) hereof.

(g) Except for the claims and interest of the Indenture Trustee and of the Issuer hereunder in each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Account, to the best of its knowledge without independent investigation, the Indenture Trustee, in its capacity as the initial Securities Intermediary, knows of no claim to, or interest in, any of the Trust Account, the Excess Funding Account, each Restricted Cash Account, any Series Account or in any Financial Asset credited thereto. If any other Person asserts any Lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against any of the Trust Account, the Excess Funding Account, each Restricted Cash Account, any Series Account or in any Financial Asset credited thereto, the Securities Intermediary will promptly notify the Indenture Trustee, the Manager, each Administrative Agent each Interest Rate Hedge Provider and the Issuer thereof.

(h) The Indenture Trustee shall possess a perfected security interest in all right, title and interest in and to all funds on deposit from time to time in each of the Trust Account, the Excess Funding Account, each Restricted Cash Account, each Series Account and in all Proceeds thereof. Each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Account shall be in the name of and under the sole dominion and control of the Indenture Trustee for the benefit of the Noteholders and each Interest Rate Hedge Provider. The Indenture Trustee shall make withdrawals and payments from each of the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Account and apply such amounts in accordance with the provisions of this Indenture and the related Manager Report.

(i) The Issuer shall not direct the Indenture Trustee to make any investment of any funds or to sell any investment held in any of the Trust Account, the Excess Funding

Account, each Restricted Cash Account and any Series Account unless the security interest of the Indenture Trustee in such account and any funds or investments held therein shall continue to be perfected without any further action by any Person.

(j) The Financial Assets and other items deposited to the accounts will not be subject to deduction, set-off, banker's lien, or any other right in favor of any Person except as created pursuant to this Indenture. For the avoidance of doubt, the fees and expenses of the Indenture Trustee shall be payable solely pursuant to Section 302 or Section 806 of this Indenture and in accordance with the priority of payments set forth in any applicable Supplement and shall not be subject to deduction, set-off, bankers lien or other right of the Indenture Trustee.

Section 304. Copies of Reports to Noteholders and each Interest Rate Hedge Provider.

(a) Upon request, the Indenture Trustee shall promptly furnish to each Noteholder, each Administrative Agent and each Interest Rate Hedge Provider a copy of the reports, financial statements and notices referred to in Section 304(b) received by the Indenture Trustee pursuant to the Contribution and Sale Agreement, this Indenture, the Management Agreement or any other Related Document.

(b) The Indenture Trustee will make available promptly upon receipt thereof to the Noteholders via the Indenture Trustee's internet website at www.CTSLink.com the financial statements referred to in Section 7.2 of the Management Agreement, the Equipment and Lease Report, the Manager Report, the Asset Base Report and the annual insurance confirmation; *provided*, that, as a condition to access to the Indenture Trustee's website, the Indenture Trustee shall require each such Noteholder to execute the Indenture Trustee's standard form documentation, and upon such execution, each such Noteholder shall be deemed to have certified to the Indenture Trustee it (i) is a Noteholder, (ii) understands that such items contain material nonpublic information (within the meaning of U.S. Federal Securities laws), (iii) is requesting the information solely for use in evaluating such party's investment in the Notes and will keep such information strictly confidential and (iv) is not a Competitor. Each time a Noteholder accesses the internet website, it will be deemed to have confirmed the representations and warranties made pursuant to the confirmation as of the date of such access. The Indenture Trustee will provide the Issuer with copies of such information request certification. Assistance in using the Indenture Trustee's website can be obtained by calling the Indenture Trustee's customer service desk at (866) 846-4526.

Section 305. Records.

The Indenture Trustee shall cause to be kept and maintained adequate records pertaining to the Trust Account, the Excess Funding Account, each Restricted Cash Account and each Series Account and all receipts and disbursements therefrom. The Indenture Trustee shall deliver at least monthly an accounting thereof in the form of a trust statement to the Issuer, each member of the Issuer, the Manager, each Administrative Agent and each Interest Rate Hedge Provider.

Section 306. Excess Funding Account. (a) The Issuer shall establish on or prior to the date hereof, and shall thereafter maintain so long as any Outstanding Obligations remain unpaid, an Eligible Account in the name of the Issuer with the Indenture Trustee which shall be designated as the Excess Funding Account, which account shall be held by the Indenture Trustee for the benefit of the Noteholders of all Series of Notes pursuant to the terms of this Indenture and the related Supplements. Any and all monies on deposit in the Excess Funding Account shall be invested in Eligible Investments in accordance with this Indenture and shall be distributed in accordance with this Section 306.

(b) On each Payment Date, the Indenture Trustee shall, in accordance with the Manager Report (or, subject to Section 306(d), in the absence of any Manager Report, in accordance with written instructions from the Requisite Global Majority), deposit into the Excess Funding Account, all amounts designated for deposit therein in accordance with the terms of the Supplement for any Series of Notes then Outstanding. In addition, the Indenture Trustee shall, in accordance with the Manager Report (or, in the absence of any Manager Report, in accordance with written instructions from the Requisite Global Majority), deposit into the Excess Funding Account additional funds received from the Issuer from time to time.

(c) On each Payment Date on which no Trust Event of Default or Asset Base Deficiency has occurred and is continuing, the Indenture Trustee shall, in accordance with the Manager Report (or, subject to Section 306(d), in the absence of any Manager Report, in accordance with written instructions from the Requisite Global Majority), withdraw funds from the Excess Funding Account and deposit such funds into the Trust Account, which funds will be included in the calculation of the Available Distribution Amount for such Payment Date.

(d) While no Trust Event of Default or Asset Base Deficiency is continuing, the Issuer may direct the disposition of funds in the Excess Funding Account without consent of the Indenture Trustee, any Noteholder or any other Person.

Section 307. CUSIP Numbers.

The Issuer in issuing the Notes may use "CUSIP" numbers (if then generally in use), and, if so, the Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee of any change in the "CUSIP" numbers.

Section 308. No Claim.

The Indenture Trustee hereby agrees, and by accepting the benefits of this Indenture, each of the Sellers and Manager shall be deemed to have agreed, that amounts payable to it pursuant to the terms of the Related Documents shall be non-recourse to the Issuer and shall not constitute a claim against the Issuer or the Collateral in the event such amounts are not paid in accordance with Section 302 or 806 of this Indenture.

Section 309. Compliance with Withholding Requirements.

Notwithstanding any other provision of this Indenture, the Indenture Trustee shall comply with all United States federal income tax withholding requirements with respect to payments to Noteholders of interest, original issue discount, or other amounts that the Indenture Trustee reasonably believes are applicable under the Code. The consent of Noteholders shall not be required for any such withholding.

Section 310. Tax Treatment of Notes.

The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for United States federal, state and local income, single business and franchise tax purposes, the Notes will qualify as indebtedness. The Issuer and the Indenture Trustee, by entering into this Indenture, and each Noteholder and beneficial owner of a Note, by its acceptance of its Note or of a beneficial interest therein, will be deemed to, agree to treat the Notes as indebtedness for United States federal, state and local income, single business and franchise tax purposes.

Section 311. Subordination.

Wells Fargo Bank, National Association, in its capacity as the Securities Intermediary hereby irrevocably subordinates to the security interest of the Indenture Trustee under this Indenture any and all security interest in, liens on and rights of setoff against any and all of the Collateral that the Securities Intermediary may have or acquire on the date hereof or at any time hereafter until all Outstanding Obligations, and all amounts payable by the Issuer under this Indenture and all other Related Documents have been paid in full and all covenants and agreements of the Issuer in this Indenture and all other Related Documents have been fully performed.

ARTICLE IV

COLLATERAL

Section 401. Collateral.

(a) The Notes and the obligations of the Issuer hereunder shall be obligations of the Issuer as provided in Section 203 hereof. The Noteholders and each Interest Rate Hedge Provider shall also have the benefit of, and the Notes shall be secured by and be payable from, the Issuer's right, title and interest in the Collateral. The income, payments and Proceeds of such Collateral shall be allocated to each such Series of Notes strictly in accordance with the applicable payment priorities set forth in Section 302 and Section 806 hereof.

(b) Notwithstanding anything contained in this Indenture to the contrary, the Issuer expressly agrees that it shall remain liable under each of its Contracts and Leases to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or Lease, as the case may be.

(c) The Indenture Trustee hereby acknowledges the appointment by the Issuer of the Manager to service and administer the Collateral in accordance with the provisions of the Management Agreement and, so long as such Management Agreement shall not have been terminated in accordance with its terms, the Indenture Trustee hereby agrees to provide the Manager with such documentation and to take all such actions with respect to the Collateral as the Manager may reasonably request in writing in accordance with the express provisions of the Management Agreement; *provided*, *however*, that the Indenture Trustee shall be entitled to receive from the Issuer reasonable compensation and cost reimbursement for any such action. Until such time as the Management Agreement has been terminated in accordance with its terms, the Manager, on behalf of the Issuer, shall continue to collect all Accounts and payments on the Leases in accordance with the provisions of the Management Agreement and make such deposits into the Trust Account as are required pursuant to the terms of the Management Agreement. Any Proceeds received directly by the Issuer in payment of any Account or Leases or in payment for, or in respect of, any of the Managed Containers or on account of any of the Contracts to which the Issuer is a party shall be promptly deposited by the Issuer in precisely the form received (with all necessary endorsements) in the Trust Account, and until so deposited shall be deemed to be held in trust by the Issuer as the Indenture Trustee's property and shall continue to be collateral security for all of the obligations secured by this Indenture and shall not constitute payment thereof until applied as hereinafter provided. If (i) an Event of Default has occurred, (ii) any Sale of the Collateral pursuant to Section 816 hereof shall have occurred or (iii) a Manager Default has occurred, the Issuer shall at the request of the Indenture Trustee, acting with the consent of or at the direction of the Requisite Global Majority, to the extent practicable and to the extent the Issuer possesses such documents, deliver to the Indenture Trustee (or such other Person as the Indenture Trustee may direct) originals (or, to the extent originals cannot be delivered, copies) of all other documents evidencing, and relating to, the sale and delivery of the Managed Containers and the Issuer shall, to the extent practicable and to the extent the Issuer possesses such documents, deliver originals (or, to the extent originals cannot be delivered,

copies) of all other documents evidencing and relating to, the performance of any labor, maintenance, remarketing or other service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts. The Issuer shall be required to deliver or disclose any information, data, document or agreement which is proprietary to the Issuer, only to the extent required by the terms of the Management Agreement.

(d) The Issuer hereby represents and warrants that this Indenture creates a valid and continuing security interest (as defined in the UCC) in the Collateral in favor of the Indenture Trustee, for the benefit of the Noteholders, which security interest is prior to all other Liens (other than Permitted Encumbrances), and is enforceable as such as against creditors of and purchasers from the Issuer.

Section 402. Pro Rata Interest.

(a) Except as expressly provided for herein and in any Supplement, the Notes of all Outstanding Series shall be equally and ratably entitled to the benefits of this Indenture without preference, priority or distinction, all in accordance with the terms and provisions of this Indenture and the related Supplement. All Notes of a particular Class issued hereunder are and are to be, to the extent (including any exceptions) provided in this Indenture and the related Supplement, equally and ratably secured by this Indenture without preference, priority or distinction on account of the actual time or times of the authentication or delivery of the Notes so that all Notes of a particular Series and Class at any time Outstanding (including Notes owned by any Seller and its Affiliates, other than the Issuer) shall have the same right, Lien and preference under this Indenture and shall all be equally and ratably secured hereby with like effect as if they had all been executed, authenticated and delivered simultaneously on the date hereof.

(b) With respect to each Series of Notes, the execution and delivery of the related Supplement shall be upon the express condition that if the conditions specified in Section 701 of this Indenture are met with respect to such Series of Notes, the security interest and all other estate and rights granted by this Indenture with respect to such Series of Notes shall cease and become null and void and all of the property, rights, and interest granted as security for the Notes of such Series shall revert to and revest in the Issuer without any other act or formality whatsoever.

Section 403. Indenture Trustee's Appointment as Attorney-in-Fact.

(a) The Issuer hereby irrevocably constitutes and appoints Indenture Trustee, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Issuer and in the name of the Issuer or in its own name, from time to time, for the purpose of carrying out the terms of this Indenture, to take any and all action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Indenture; *provided*, *however*, that the Indenture Trustee has no obligation or duty to take such action nor to determine whether to perfect, file, record or maintain any perfected, filed or recorded document or instrument (all of which the Issuer shall prepare, deliver and instruct the Indenture Trustee to execute) in connection with the grant of a security interest in the Collateral hereunder.

(b) The Indenture Trustee shall not exercise the power of attorney or any rights granted to the Indenture Trustee pursuant to this Section 403 unless a Trust Event of Default shall have occurred and then be continuing. The Issuer hereby ratifies, to the extent permitted by law, all actions that said attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this Section 403 is a power coupled with an interest and shall be irrevocable until all Series of Notes are paid and performed in full.

(c) The powers conferred on the Indenture Trustee hereunder are solely to protect Indenture Trustee's interests in the Collateral and shall not impose any duty upon it to exercise any such powers except as set forth herein. The Indenture Trustee shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees, agents or representatives shall be responsible to the Issuer for any act or failure to act, except for its own negligence or willful misconduct.

(d) The Issuer also authorizes (but does not obligate) the Indenture Trustee to (i) so long as a Trust Manager Default is continuing, communicate with any party to any Contract or Lease relating to a Managed Container with regard to the assignment of the right, title and interest of the Issuer in and under the Contracts or Leases relating to a Managed Container hereunder and other matters relating thereto and (ii) so long as a Trust Event of Default is continuing, execute, in connection with the sale of Collateral provided for in Article VIII hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(e) If the Issuer fails to perform or comply with any of its agreements contained herein and the Indenture Trustee, with the consent of and at the direction of the Requisite Global Majority, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses, including attorneys' fees and expenses, of Indenture Trustee incurred in connection with such performance or compliance together with interest thereon at the rate specified in the related Supplement, shall be payable by the Issuer to the Indenture Trustee on demand and shall constitute additional Outstanding Obligations secured hereby.

Section 404. Release of Security Interest.

The Indenture Trustee, at the written direction of the Manager, shall release from the Lien of this Indenture, any Managed Container and the Related Assets sold or transferred or paid-in-kind pursuant to, and in accordance with the terms of, Section 606(a) hereof. In effectuating such release, the Indenture Trustee shall be provided with and shall be entitled to rely on: (A) so long as no Trust Early Amortization Event is then continuing, a written direction of the Manager (with a copy to each Administrative Agent) identifying each Managed Container or other items to be released from the Lien of this Indenture in accordance with the provisions of this Section 404 accompanied by an Asset Base Certificate, or (B) (x) if a Trust Early Amortization Event is then continuing, all of the following: (i) the items set forth in clause (A) above, and (ii) a certificate from the Manager (with a copy to each Administrative Agent) stating that such release is in compliance with Sections 404 and 606(a) hereof and (y) if a Trust Manager Default (other than a Trust Manager Default of the type described in Section 11.1(i) or (j) of the Management Agreement) is then continuing, the prior consent of the Requisite Global

Majority shall also be required with respect to each such release. The Indenture Trustee shall, at the expense of the Issuer, execute documents prepared by, or on behalf of, the Issuer evidencing such release was made in accordance with the provisions of this Section 404. The Issuer is authorized to file any UCC partial releases in the appropriate jurisdictions with respect to such released Containers.

The Indenture Trustee will, promptly upon receipt of such certificate from the Manager and at the Issuer's expense, execute and deliver to the Issuer, the Sellers or, the Manager, as appropriate, and each Interest Rate Hedge Provider, a non-recourse certificate of release substantially in the form of Exhibit E hereto and such additional documents and instruments as that Person may reasonably request to evidence the termination and release from the Lien of this Indenture of such Container and the other related items of Collateral.

Section 405. Administration of Collateral.

(a) The Indenture Trustee, on behalf of the Noteholders and each Interest Rate Hedge Provider, has, pursuant to the Manager Transfer Facilitator Agreement, appointed the Manager Transfer Facilitator to perform all of the activities set forth therein. The Indenture Trustee shall promptly as practicable notify the Noteholders, each Interest Rate Hedge Provider and the Manager Transfer Facilitator of a Trust Manager Default of which a Corporate Trust Officer has actual knowledge. If a Trust Manager Default shall have occurred and then be continuing, the Indenture Trustee, in accordance with the written direction of the Requisite Global Majority, shall deliver to the Manager (with a copy to each Administrative Agent, each Interest Rate Hedge Provider and the Manager Transfer Facilitator) a Manager Termination Notice terminating the Manager of its responsibilities in accordance with the terms of the Management Agreement. If the Manager Transfer Facilitator is unable to locate and qualify a Replacement Manager acceptable to the Requisite Global Majority within sixty (60) days after the date of delivery of the Manager Termination Notice, then the Manager Transfer Facilitator may and shall, at the direction of the Requisite Global Majority, appoint, or petition a court of competent jurisdiction to appoint as a successor Manager, a Person acceptable to the Requisite Global Majority, having a net worth of not less than $15,000,000 and whose regular business includes marine cargo container leasing and/or container chassis leasing. In connection with the appointment of a Replacement Manager, the Indenture Trustee may, with the written consent of the Requisite Global Majority, make such arrangements for the compensation of such Replacement Manager out of Collections as the Indenture Trustee (acting in accordance with the Requisite Global Majority) and such Replacement Manager shall agree. The terminated Manager shall not be entitled to receive any Management Fee or other amounts owing to it pursuant to the Management Agreement for any period after the effective date of such replacement, but shall be entitled to receive any such amounts earned or accrued through the effective date of such replacement which amounts shall be payable in accordance with Section 302 of this Indenture. The Indenture Trustee shall take such action, consistent with the Management Agreement and the other Related Documents, as shall be reasonably necessary to effectuate any such succession including exercising the power of attorney granted by the Manager pursuant to Section 11.4 of the Management Agreement.

(b) Upon a Corporate Trust Officer obtaining actual knowledge or the receipt of notice by the Indenture Trustee that any repurchase obligations of the applicable Seller under

the Contribution and Sale Agreement or Container Transfer Agreement (as applicable) has arisen, the Indenture Trustee shall notify each Interest Rate Hedge Provider and each Noteholder of such event and shall enforce such repurchase obligations at the written direction of the Requisite Global Majority.

Section 406. Quiet Enjoyment.

The security interest hereby granted to the Indenture Trustee by the Issuer is subject to the right of any lessee to the quiet enjoyment of any Managed Container under lease to such lessee for so long as such lessee is not in default under the Lease therefor and the Manager under the Management Agreement (including any Replacement Manager) or the Indenture Trustee (as provided in Section 405 hereof) continues to receive all amounts payable under such Lease.

ARTICLE V

RIGHTS OF NOTEHOLDERS; ALLOCATION
AND APPLICATION OF NET ISSUER PROCEEDS;
REQUISITE GLOBAL MAJORITY

Section 501. Rights of Noteholders.

The Noteholders of each Series shall have the right to receive, to the extent necessary to make the required payments with respect to the Notes of such Series at the times and in the amounts specified in the related Supplement, (i) the portion of Collections allocable to Noteholders of such Series pursuant to this Indenture and the related Supplement, (ii) funds on deposit in the Trust Account (subject to the priorities set forth in Section 302 hereof) and the Excess Funding Account, and (iii) funds on deposit in any Series Account and the Restricted Cash Account(s) for such Series or Class. Each Noteholder, by acceptance of its Notes, (a) acknowledges and agrees that (except as expressly provided herein and in a Supplement entered into in accordance with Section 1006(b) hereof) the Noteholders of a Series or Class shall not have any interest in any Series Account or any Restricted Cash Account(s) for the benefit of any other Series or Class and (b) ratifies and confirms the terms of this Indenture and the Related Documents executed in connection with such Series.

Section 502. Allocations Among Series.

With respect to each Collection Period, Collections on deposit in the Trust Account will be allocated to each Series then Outstanding in accordance with Article III of this Indenture and the Supplements.

Section 503. Determination of Requisite Global Majority.

A Requisite Global Majority shall exist with respect to any action proposed to be taken pursuant to the terms of this Indenture or any Supplement that pursuant to the terms of this Indenture or any Supplement, as the case may be, requires the approval or consent of the Requisite Global Majority if the Control Party or Control Parties representing more than fifty percent (50%) of the sum of the Existing Commitments of all Series then Outstanding shall approve or direct such proposed action (in making such a determination, each Control Party shall be deemed to have voted the entire Existing Commitment of the related Series in favor of, or in opposition to, such proposed action, as the case may be). The Indenture Trustee shall be responsible for identifying the Requisite Global Majority in accordance with the terms of this Section 503.

ARTICLE VI

COVENANTS

For so long as any Aggregate Outstanding Obligations of the Issuer remains outstanding the Issuer shall observe each of the following covenants:

Section 601. Payment of Principal and Interest, Payment of Taxes.

(a) The Issuer will duly and punctually pay the principal of and interest on the Notes in accordance with the terms of the Notes, this Indenture and the related Supplement.

(b) The Issuer will take all actions as are necessary to insure that all taxes and governmental claims, if any, in respect of the Issuer's activities and assets are promptly paid.

Section 602. Maintenance of Office.

(a) The only "place of business" (within the meaning of Section 9-307 of the UCC) of the Issuer is located at Century House, 16 Par-la-Ville Road, Hamilton HM HX, Bermuda. The Issuer shall not establish a new place of business or location for its chief executive office outside of Bermuda unless (i) it shall have given to the Indenture Trustee, each Administrative Agent and each Interest Rate Hedge Provider not less than sixty (60) days' prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as the Indenture Trustee or any Interest Rate Hedge Provider may reasonably request, (ii) not less than fifteen (15) days' prior to the effective date of such relocation, the Issuer shall have taken, at its own cost, all action necessary so that such change of location does not impair the security interest of the Indenture Trustee in the Collateral, or the perfection of the sale or contribution of the containers to the Issuer, and shall have delivered to the Indenture Trustee, each Administrative Agent and each Interest Rate Hedge Provider copies of all filings required in connection therewith and (iii) the Issuer has delivered to the Indenture Trustee one or more Opinions of Counsel satisfactory to the Requisite Global Majority, stating that, after giving effect to such change of location: (A) none of the Sellers and the Issuer will, pursuant to applicable Insolvency Law, be substantively consolidated in the event of any Insolvency Proceeding by, or against, any Seller, (B) under applicable Insolvency Law, the transfers of Transferred Assets made in accordance with the terms of the Related Documents will be treated as a "true sale" in the event of any Insolvency Proceeding by, or against, any Seller, and (C) either (1) in the opinion of such counsel, all registration of charges, financing statements, or other documents of similar import, and amendments thereto have been executed and filed that are necessary to fully preserve and protect the interest of the Issuer and the Indenture Trustee in the Transferred Assets, or (2) stating that, in the opinion of such counsel, no such action shall be necessary to preserve and protect such interest.

(b) The Issuer will not maintain a place of business within the United States of America.

Section 603. Corporate Existence.

The Issuer will keep in full effect its existence, rights and franchises as an exempted company incorporated under the laws of Bermuda, and will obtain and preserve its qualification in each jurisdiction in which such qualification is necessary to protect the validity and enforceability of this Indenture, any Supplements issued hereunder and the Notes.

Section 604. Protection of Collateral.

The Issuer, at its expense, will cause this Indenture and any Supplement to be registered under Section 55 of the Companies Act of 1981 Bermuda in the Register of Charges kept at the Office of the Registrar of Companies of Bermuda (or under any statute enacted in lieu thereof and for the time being in force, or under any law of general application relating to the registration of mortgages of or charges upon personal property for the time being in force in the Islands of Bermuda). In addition, the Issuer will from time to time execute and deliver all amendments thereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will, upon the reasonable request of the Manager, the Indenture Trustee, any Control Party for any Series, the Requisite Global Majority or any Interest Rate Hedge Provider, take such other action necessary or advisable to:

(a) grant more effectively the security interest in all or any portion of the Collateral;

(b) maintain or preserve the Lien of this Indenture (and the priority thereof) or carry out more effectively the purposes hereof including executing and filing such documents, as may be required under any international convention for the perfection of interests in containers that may be adopted subsequent to the date of this Indenture;

(c) perfect, publish notice of, or protect the validity of the security interest in the Collateral created pursuant to this Indenture;

(d) enforce any of the items of the Collateral;

(e) preserve and defend its right, title and interest to the Collateral and the rights of the Indenture Trustee in such Collateral against the claims of all Persons (other than the Noteholders or any Person claiming through the Noteholders);

(f) pay any and all taxes levied or assessed upon all or any part of the Collateral;

(g) pay any and all fees, taxes and other charges payable in connection with the registration of this Indenture and any Supplement with the Office of the Registrar of Companies of Bermuda or any other Governmental Authority; or

(h) notify such parties of any Commercial Tort Claims in which the Issuer has rights that arise after the date hereof and exceed $250,000 and take such actions necessary to create and perfect the Indenture Trustee's Lien therein.

In furtherance of clauses (b) and (c) above, the Issuer hereby agrees that if at any time there is a change in Applicable Law (or a change in the interpretation of Applicable Law by any governmental authority) which, in the reasonable judgment of the Requisite Global Majority or the Control Party for any Series, may affect the perfection of the Indenture Trustee's security interest in the Collateral, then the Issuer shall, within thirty (30) days after written request from the Requisite Global Majority or the Control Party for any Series, furnish to the Indenture Trustee an Opinion of Counsel either (i) stating that, in the opinion of such counsel, such action has been taken with respect to the recording, filing, re-recording and refiling of this Indenture, any Supplements hereto and any other requisite documents, and with respect to the execution and filing of any financing statements and continuation statements, as are necessary to maintain the Lien created by this Indenture and reciting the details of such action, or (ii) stating that, in the opinion of such counsel, no such action is necessary to maintain such Lien. Such Opinion of Counsel shall also describe the recording, filing, re-recording and refiling of this Indenture, any Supplements hereto and any other requisite documents and the execution and filing of any financing statements and continuation statements that, in the opinion of such counsel, are required to maintain the Lien and security interest of this Indenture.

Section 605. Performance of Obligations.

Except as otherwise permitted by this Indenture, the Management Agreement, the Contribution and Sale Agreement or any Container Transfer Agreement, the Issuer will not take, or fail to take, any action, and will use its best efforts not to permit any action to be taken by others, which would release any Person from any of such Person's covenants or obligations under any agreement or instrument included in the Collateral (excluding any Interest Rate Hedge Agreement), or which would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such agreement or instrument (excluding any Interest Rate Hedge Agreement).

Section 606. Negative Covenants. The Issuer will not, without the prior written consent of the Requisite Global Majority in each instance:

(a) at any time sell, transfer, exchange or otherwise dispose of any of the Collateral, except as follows:

(i) in connection with a sale following the occurrence of an Event of Default pursuant to Section 816 hereof;

(ii) sales of Managed Containers and the associated Related Assets:

(A) to Persons that are neither Prohibited Persons nor Affiliates of the Issuer, in the ordinary course of business (including any such sales resulting from the sell/repair decision of the Manager), so long as (1) the net cash proceeds from such disposition are deposited in the Trust Account, (2) no Asset Base Deficiency (calculated as if the date of such sale is a Payment Date) or Event of Default for any Series is then continuing or would result from such disposition, and (3) if an Early Amortization Event for any Series (calculated as if the date of such sale is

a Payment Date) is then continuing or would result from such disposition, the sum of the Net Book Values of all Managed Containers that were sold for less than Net Book Value during the four (4) immediately preceding Collection Periods shall not exceed an amount equal to the product of (x) five percent (5%) and (y) an amount equal to the quotient of (i) the sum of the aggregate Net Book Value as of the last day of each of the four (4) immediately preceding Collection Periods, divided by (ii) four (4);

(B) in connection with a repurchase or substitution made by a Seller pursuant to the terms of the Contribution and Sale Agreement or any Container Transfer Agreement to remedy one or more false Container Representations and Warranties; and

(C) to an Affiliate of the Issuer that is a Special Purpose Vehicle, so long as (1) no Asset Base Deficiency (calculated as if the date of such sale is a Payment Date), Early Amortization Event for any Series or an Event of Default for any Series is then continuing or would result from such disposition, (2) the consideration received by the Issuer from such disposition (x) to the extent consisting of cash, is deposited in the Trust Account and (y) shall equal or exceed an amount equal to the sum of the then Net Book Values of the assets so disposed of, (3) immediately prior to giving effect to such disposition, the ratio of EBIT to Interest Expense (in each case, for the six fiscal quarter period most recently ended prior to the date of such disposition), is greater than 1.10 to 1.00 and (4) the selection procedures used in selecting such Managed Containers did not materially discriminate against the Issuer as to the type of Containers, utilization potential, lease rates, lessees or Lease terms, in comparison to the Managed Containers as a whole (immediately prior to such sale);

(iii) dividends and distributions of cash, so long as no Asset Base Deficiency (calculated as if the date of such sale is a Payment Date), Early Amortization Event for any Series or an Event of Default for any Series is then continuing or would result from such disposition;

(iv) any other dispositions that have been specifically approved in writing by the Requisite Global Majority; provided that any mandatory prepayment of any Series of Notes that would result from any disposition permitted under this Section 606(a)(iv) shall be made simultaneously with such disposition, unless waived by all of the Holders of Notes of such Series.

(b) claim any credit on, make any deduction from the principal, premium, if any, or interest payable in respect of the Notes (other than amounts properly withheld from such payments under any Applicable Law) or assert any claim against any present or former Noteholder by reason of the payment of any taxes levied or assessed upon any of the Collateral;

(c) (i) permit the validity or effectiveness of this Indenture to be impaired, or (ii) permit the Lien of this Indenture with respect to the Collateral (excluding any Interest Rate Hedge Agreement) to be subordinated, terminated or discharged, except as permitted with respect to a sale of such Collateral made in accordance with Section 404, this Section 606 or Article VII hereof or upon payment in full of all Aggregate Outstanding Obligations, or (iii) permit any Person to be released from any covenants or obligations with respect to any Related Document (excluding any Interest Rate Hedge Agreement, it being understood that any such Interest Rate Hedge Agreement shall be terminated in accordance with the terms thereof), except as may be expressly permitted by the terms of such Related Document;

(d) permit any Lien (except any Permitted Encumbrance) to be created on or extend to or otherwise arise upon or burden the Collateral or any part thereof or any interest therein or the Proceeds thereof other than the Lien created pursuant to this Indenture;

(e) permit the Lien of this Indenture not to constitute a valid first priority perfected security interest in the Collateral;

(f) fail to maintain the registration of this Indenture or any Supplement with the Office of the Registrar of Companies of Bermuda or fail to maintain the effectiveness of any required UCC filings in the applicable jurisdictions;

(g) engage in any activities within the United States; *provided* that Managed Containers may be leased by the Issuer to Persons in the United States or for use in the United States; or

(h) to the extent applicable for purposes of calculating the Asset Base, adopt a new depreciation policy (including any revision of the Residual Value used for purposes thereof) under clause (i)(B) of the definition thereof, with respect to the Managed Containers, in such a way as to reduce the amount of depreciation expense that would be recorded in any year from that which would have been recorded pursuant to the Depreciation Policy then in effect, unless (A) the Issuer shall have obtained, in each such instance, the prior written consent of (x) the Requisite Global Majority and (y) if specified in a Supplement for a Series of Notes, the percentage of the Noteholders of such Series set forth therein and (B) no Asset Base Deficiency, Early Amortization Event or Event of Default shall then be continuing or would result from such adoption.

Section 607. Non-Consolidation of Issuer.

(a) The Issuer shall be operated in such a manner that it shall not be substantively consolidated with the estate of any other Person in the event of the bankruptcy or insolvency of the Issuer or such other Person. Without limiting the foregoing, the Issuer shall (1) conduct its business in its own name, (2) maintain its books, records and bank accounts separate from those of any other Person, (3) not commingle its funds with those of any other Person (except for any commingling of monies attributable to the Managed Containers that are on deposit in the Master Account until such time as such monies are transferred to the Trust Account in accordance with the terms of the Management Agreement), (4) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other

Person and, to the extent that the Issuer's assets, liabilities, expenses, revenues, and other financial information are required to be included in any consolidated financial statement, a note will be included in such financial statements that indicates that the Issuer is a separate legal entity from the other members of the consolidated group, its assets are not assets of any other member of the consolidated group, and its assets are not available to the creditors of any other member of the consolidated group, (5) other than with respect to Manager Advances, pay its own liabilities and expenses out of its own funds, (6) enter into a transaction with an Affiliate only if such transaction is intrinsically fair, commercially reasonable and on the same terms as would be available in an arm's length transaction with a Person or entity that is not an Affiliate (provided, any transaction between the Issuer and an Affiliate pursuant to the Management Agreement, any Container Transfer Agreement or the Contribution and Sale Agreement shall be deemed to have satisfied this clause (6)), (7) allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, (8) hold itself out as a separate entity and maintain adequate capital in light of its contemplated business operations, (9) correct any known misunderstanding regarding its separate identity, (10) use separate stationary, invoices and checks from those of any other Person and (11) observe all other organizational formalities.

(b) Notwithstanding any provision of law which otherwise empowers the Issuer, the Issuer shall not (1) hold itself out as being liable for the debts of any other Person, (2) act other than in its corporate name and through its duly authorized officers or agents, (3) engage in any joint activity or transaction of any kind with or for the benefit of any Affiliate including any of the transactions described in Section 611 hereof, except (i) payment of lawful distributions to its members and (ii) the execution, delivery and performance of the Management Agreement, (4) enter into any transaction that is prohibited pursuant to the provisions of Section 610 herein or (5) take any other action that would be inconsistent with maintaining the separate legal identity of the Issuer or engage in any other activity not contemplated by this Indenture and the Related Documents.

Section 608. No Bankruptcy Petition.

The Issuer shall not (1) commence any Insolvency Proceeding seeking to have an order for relief entered with respect to it, or seeking reorganization, arrangement, adjustment, wind-up, liquidation, dissolution, composition or other relief with respect to it or its debts, (2) seek appointment of a receiver, trustee, custodian or other similar official for it or any part of its assets, (3) make a general assignment for the benefit of creditors, or (4) take any action in furtherance of, or consenting or acquiescing in, any of the foregoing.

Section 609. Liens.

The Issuer shall not (i) permit any Lien (except any Permitted Encumbrance) to be created on or extend to or otherwise arise upon or burden the Collateral or any part thereof or any interest therein or the Proceeds thereof; or (ii) permit the Lien of this Indenture not to constitute a valid first priority security interest in the Collateral.

Section 610. Other Indebtedness.

The Issuer shall not contract for, create, incur, assume or suffer to exist any Indebtedness except (i) any Notes issued pursuant to this Indenture or any Supplement issued hereunder, (ii) obligations incurred in accordance with the terms of the Related Documents including, without limitation, Manager Advances and Management Fees incurred in accordance with the terms of the Management Agreement, (iii) trade payables and expense accruals incurred in the ordinary course and which are incidental to the purposes permitted pursuant to the Issuer's charter documents and (iv) Interest Rate Hedge Agreements required or permitted pursuant to the terms of Section 627 hereof. For the avoidance of doubt, the Issuer shall not incur any Indebtedness for borrowed money other than pursuant to clauses (i) and (iv) of this Section 610.

Section 611. Guarantees, Loans, Advances and Other Liabilities.

The Issuer will not make any loan, advance or credit to, or guarantee (directly or indirectly or by an instrument having the effect of assuring another's payment or performance on any obligation or capability of so doing, or otherwise), endorse (except for the endorsement of checks for collection or deposit) or otherwise become contingently liable, directly or indirectly, in connection with the obligations, stock or dividends of, or own, purchase, repurchase or acquire (or agree contingently to do so) any stock, obligations or securities of, or any other interest in, or make any capital contribution to, any other Person.

Section 612. Consolidation, Amalgamation, Merger and Sale of Assets; Ownership of the Issuer.

(a) The Issuer shall not consolidate with, amalgamate or merge with or into any other Person or sell, convey, transfer or lease all or substantially all of its assets, whether in a single transaction or a series of transactions, to any Person, except for (i) any such sale, conveyance or transfer contemplated in this Indenture or any Supplement issued hereunder and (ii) any Lease of a container in accordance with the terms of the Management Agreement.

(b) The obligations of the Issuer hereunder shall not be assignable nor shall any Person succeed to the obligations of the Issuer hereunder except in each case in accordance with the provisions of this Indenture.

(c) The Issuer shall give prior written notice to the Control Party for each Series of Notes and to each Interest Rate Hedge Provider of any action pursuant to this Section 612; *provided*, that such notice shall also be given to each Noteholder of any Warehouse Notes.

Section 613. Other Agreements.

The Issuer will not after the date of the issuance of the Notes enter into or become a party to any agreements or instruments other than (i) this Indenture, the Supplements, the Contribution and Sale Agreement, any Container Transfer Agreement, the Management Agreement, the Note Purchase Agreement, the other Related Documents for any Series of Notes and any agreements or instruments contemplated under the foregoing agreements listed in this Section 613(i), (ii) any agreement pursuant to which the Issuer issues additional shares to any other Person, (iii) any indemnification agreements with officers and directors of the Issuer provided that any payments owing by the Issuer thereunder shall be payable only to the extent set

forth in Section 302 hereof, (iv) any agreement among the Issuer and one or more Affiliates with respect to the payment and accounting treatment of routine administrative expenses incurred by or on behalf of the Issuer in the normal course of its business, (v) any Interest Rate Hedge Agreement required or permitted pursuant to the terms of Section 627 hereof, and (vi) any other agreement(s) contemplated by any Related Document, including, without limitation, any agreement(s) for disposition of the Transferred Assets permitted by Sections 404, 606(a), 804 or 816 hereof and any agreement(s) for the sale, repurchase, lease or re-lease of a container made in accordance with the provisions of any Container Transfer Agreement, the Contribution and Sale Agreement or the Management Agreement. In addition, the Issuer will not amend, modify or waive any provision of the Contribution and Sale Agreement, any applicable Container Transfer Agreement, the Management Agreement or any other Related Documents or give any approval or consent or permission provided for therein without the prior written consent of the requisite Persons set forth in such Related Document.

Section 614. Charter Documents.

(a) The Issuer shall not alter or amend its memorandum of association or bye-laws except in accordance with the Companies Act 1981 of Bermuda and until same has been approved by (a) a unanimous resolution of the board (other than the Independent Director (as such capitalized term is defined in the bye-laws of the Issuer)); and (b) a resolution of the members of the Issuer; *provided*, that the Rating Agency Condition shall have been satisfied with respect to such alteration or amendment.

(b) No bye-law of the Issuer may be rescinded, altered or amended and no new bye-law may be made save in accordance with the Companies Act 1981 of Bermuda and until the same has been approved by (a) a resolution of the board; and (b) a resolution of the members of the Issuer; *provided* that a Special Bye-Law Amendment (as such capitalized term is defined in the bye-laws of the Issuer) shall require (x) the prior unanimous approval of the board (including the Independent Director (as such capitalized term is defined in the bye-laws of the Issuer)), and (y) a resolution of the members of the Issuer.

Section 615. Capital Expenditures.

The Issuer will not make any expenditure (by long-term or operating lease or otherwise) for capital assets (both realty and personalty), except for (a) acquisition of additional containers made in accordance with the terms of the Management Agreement or (b) capital improvements to the containers in the ordinary course of its business and in accordance with the Management Agreement.

Section 616. Permitted Activities.

The Issuer will not engage in any activity or enter into any transaction except as permitted under its memorandum of association or bye-laws. The Issuer will observe all organizational and managerial procedures required by its constitutional documents and Applicable Law. The Issuer shall (i) keep complete minutes of the meetings and other proceedings of the Issuer and (ii) continuously maintain the resolutions, agreements and other instruments underlying the transaction contemplated by the Related Documents.

Section 617. Investment Company.

The Issuer will conduct its operations in a manner which will not subject it to registration as an "investment company" under the Investment Company Act of 1940, as amended.

Section 618. Payments of Collateral.

If the Issuer shall receive from any Person any payments with respect to the Collateral (to the extent such Collateral has not been released from the Lien of this Indenture in accordance with Section 404 hereof), the Issuer shall receive such payment in trust for the Indenture Trustee, as secured party hereunder, and subject to the Indenture Trustee's security interest and shall, by not later than one Business Day after receipt thereof, deposit such payment in the Trust Account.

Section 619. Notices.

The Issuer shall notify the Indenture Trustee, each Administrative Agent, each Interest Rate Hedge Provider and the Manager Transfer Facilitator (but only with respect to the occurrence of a Manager Default for any Series) in writing of any of the following immediately upon learning of the occurrence thereof, describing the same and, if applicable, the steps being taken by the Person(s) affected with respect thereto:

(a) Event of Default. The occurrence of an Event of Default for any Series and any acceleration of the related Notes;

(b) Litigation. The institution of any litigation, arbitration proceeding or Proceeding before any Governmental Authority which might have or result in a Material Adverse Change;

(c) Material Adverse Change. The occurrence of a Material Adverse Change;

(d) Other Events. The occurrence of an Early Amortization Event for any Series, or such other events that may, with the giving of notice or the passage of time or both, constitute an Event of Default for any Series.

Section 620. Books and Records. The Issuer shall, and shall cause the Manager to, maintain complete and accurate books and records in which full and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to its business and activities. In connection with each transfer of Transferred Assets, the Issuer shall report, or cause to be reported, on its financial records the transfer of the Transferred Assets as a purchase under GAAP. The Issuer will ensure that no financial statement, nor any consolidated financial statements of the Issuer, suggests that the assets of the Issuer are available to pay the debts of any Seller, the Manager, or any of their Affiliates.

Section 621. Taxes. The Issuer shall, or shall cause the Manager to, pay when due, all of its taxes, unless and only to the extent that Issuer is contesting such taxes in good faith and by appropriate Proceedings and Issuer has set aside on its books such reserves or other appropriate provisions therefor as may be required by GAAP.

Section 622. Subsidiaries. The Issuer shall not create any Subsidiaries.

Section 623. Investments. The Issuer shall not make or permit to exist any Investment in any Person except for Investments in Eligible Investments made in accordance with the terms of this Indenture.

Section 624. Use of Proceeds. The Issuer shall use the proceeds of the Notes only for general corporate purposes, including the distribution of dividends, the repayment of other indebtedness and paying the costs of the issuance of the Notes. In addition, Issuer shall not permit any proceeds of the Notes to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of "purchasing or carrying any margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time, and shall furnish to each Holder, upon its request, a statement in conformity with the requirements of Regulation U.

Section 625. Asset Base Report.

The Issuer shall prepare and deliver to the Indenture Trustee, each Administrative Agent and each Interest Rate Hedge Provider, on each Determination Date, an Asset Base Report.

Section 626. Financial Statements.

The Issuer shall prepare and deliver to the Indenture Trustee, each Administrative Agent and each Interest Rate Hedge Provider, or shall cause the Manager to prepare and deliver to such parties pursuant to the Management Agreement, quarterly financial statements of the Issuer, the Manager, TGH and TL within sixty (60) days after the end of each of the first three (3) fiscal quarters of each fiscal year (beginning with the fiscal quarter ending on September 30, 2013) and separate annual financial statements of the Issuer and the Manager, audited by their regular Independent Accountants, within one hundred twenty (120) days after the end of each fiscal year ending on and after December 31, 2013. All financial statements shall be prepared in accordance with GAAP. Delivery of such reports, information and documents to such Persons is for informational purposes only and each such Person's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Indenture Trustee is entitled to rely exclusively on Officer's Certificates).

Section 627. Interest Rate Hedge Agreements.

(a) The Issuer shall enter into Interest Rate Hedge Agreements upon the terms and conditions set forth in each Supplement (to the extent applicable in such Supplement).

(b) On each Determination Date, Issuer shall provide or cause to be provided the Indenture Trustee, each Administrative Agent and each Interest Rate Hedge Provider, a

monthly report reflecting the hedging policy calculations as of the end of the preceding calendar month based on all transactions outstanding as of the end of such month under Interest Rate Hedge Agreements then in effect, including transactions which are scheduled to commence on a future date.

(c) The termination provisions provided for in any Supplement relating to any Interest Rate Hedge Agreements are in addition to, and not to the exclusion of, any termination provisions contained in such Interest Rate Hedge Agreements.

(d) The parties hereto acknowledge and agree that the Indenture Trustee shall not be required to act as a "commodity pool operator" (as defined in the Commodity Exchange Act, as amended) or be required to undertake regulatory filings related to this Indenture or any other Related Document in connection therewith.

Section 628. UNIDROIT Convention.

The Issuer shall comply with the terms and provisions of the UNIDROIT Convention or any other internationally recognized system for recording interests in or liens against shipping containers at the time that such convention is adopted by the container leasing industry.

Section 629. Other Information.

For so long as any of the Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and the Issuer is not subject to Section 13 or 15(d) of the Exchange Act, the Issuer will, and shall cause Manager to, (i) provide or cause to be provided to any Holder of Notes and any prospective purchaser thereof designated by such a Holder, upon the request of such Holder or prospective purchaser, the information required to be provided to such Holder or prospective purchaser by Rule 144A(d)(4) under the Securities Act; and (ii) update such information to prevent such information from becoming materially false and materially misleading in a manner adverse to any Noteholder.

Section 630. Separate Identity.

The Issuer will be operated, or will cause itself to be operated, so that the Issuer will not be substantively consolidated with TL, TGH, any Special Purpose Vehicle, the Manager or any of their respective Affiliates.

Section 631. Purchase of Additional Containers.

The Issuer shall not use funds to be classified as an Issuer Expense to purchase additional Containers.

Section 632. OFAC.

The Issuer shall not in a manner which would violate the laws of the United States, other than pursuant to a license issued by OFAC, (i) lease, or consent to any sublease of, any of the Managed Containers to any Person that is a Prohibited Person or (ii) derive any of its

assets or operating income from investments in or transactions with any such Prohibited Person. If the Issuer obtains knowledge that a container is subleased to a Prohibited Person or located or used in a Prohibited Jurisdiction in a manner which would violate the laws of the United States (other than pursuant to a license issued by OFAC), then the Issuer shall, within ten (10) Business Days after obtaining knowledge thereof, remove such Managed Container from the Collateral for so long as such condition continues.

Section 633. Tax Election of the Issuer.

The Issuer will not elect or agree to elect to be treated as an association taxable as a corporation for United States federal income tax or any State income or franchise tax purposes.

Section 634. Rating Agency Notices.

Subject to the application of applicable law, the Issuer shall promptly deliver a copy of any written notice concerning the Issuer's credit rating received by it from any Rating Agency to the Indenture Trustee, each Administrative Agent and each Interest Rate Hedge Provider.

Section 635. Compliance with Law.

The Issuer shall comply with any applicable statute, license, rule or regulation by which it or any of its properties may be bound if the failure to comply would reasonably be expected to result in a Material Adverse Effect.

Section 636. FATCA.

This Indenture constitutes a material modification of the Series 2013-1 Notes for purposes of FATCA. Each holder of a Note or an interest therein, by acceptance of such Note or such interest in such Note, will be deemed to have agreed to provide the Issuer and the Indenture Trustee with such Noteholder Tax Identification Information as requested from time to time by the Issuer or the Indenture Trustee. In addition, if a Note is issued or significantly modified (within the meaning of section 1.1001-3 of the income tax regulations), each holder of a Note or an interest therein, by acceptance of such Note or such interest in such Note, will be deemed to have agreed to provide the Issuer and the Indenture Trustee with such Noteholder FATCA Information as requested from time to time by the Issuer or the Indenture Trustee. Each Holder of a Note or an interest therein will be deemed to understand that each of the Issuer and the Indenture Trustee has the right to withhold tax on interest and other applicable amounts under the Code (without any corresponding gross-up) payable with respect to each holder of a Note, or to any beneficial owner of an interest in a Note, that fails to comply with the foregoing requirements.

ARTICLE VII

DISCHARGE OF INDENTURE; PREPAYMENTS

Section 701. Full Discharge.

Upon payment in full of the Aggregate Outstanding Obligations and the expiration or termination of the commitments of all Series of Warehouse Notes, the Indenture Trustee shall, at the request and at the expense of the Issuer, execute and deliver to the Issuer such deeds or other instruments as shall be requisite to evidence the satisfaction and discharge of this Indenture and the security hereby created with respect to the applicable Series, and to release the Issuer from its covenants contained in this Indenture and the related Supplement with respect to such Series. In connection with the satisfaction and discharge of this Indenture the Indenture Trustee shall be provided with and shall be entitled to conclusively rely upon an Opinion of Counsel stating that such satisfaction and discharge is authorized and permitted.

Section 702. Prepayment of Notes.

The Issuer may, from time to time, make an optional Prepayment of principal of the Notes of a Series at the times, in the amounts and subject to the conditions and limitations set forth in the Supplement for the Series of Notes to be prepaid, and all amounts required to be paid under each affected Interest Rate Hedge Agreement (including any termination payments) shall have been paid.

Section 703. Unclaimed Funds.

In the event that any amount due to any Noteholder remains unclaimed, the Issuer shall, at its expense, cause to be published once, in the eastern edition of The Wall Street Journal notice that such money remains unclaimed. Any such unclaimed amounts shall not be invested by the Indenture Trustee (notwithstanding the provisions of Section 303 hereof) and no additional interest shall accrue on the related Note subsequent to the date on which such funds were available for distribution to such Noteholder. Any such unclaimed amounts shall be held by the Indenture Trustee in trust until the latest of (i) two (2) years after the date of the publication described in the second preceding sentence, (ii) the date all other registered Noteholders of such Series shall have received full payment of all principal, interest, premium, if any, and other sums payable to them on such Notes or the Indenture Trustee shall hold (and shall have notified the registered Noteholders that it holds) in trust for that purpose an amount sufficient to make full payment thereof when due and (iii) the date the Issuer shall have fully performed and observed all its covenants and obligations contained in this Indenture and the related Supplement with respect to such Series of Notes. Thereafter, any such unclaimed amounts shall be paid to the Issuer by the Indenture Trustee on written demand; and thereupon each of the Indenture Trustee and the Issuer shall be released from all further liability with respect to such monies, and thereafter the registered Noteholders in respect of which such monies were so paid to the Issuer shall have no rights in respect thereof.

ARTICLE VIII

DEFAULT PROVISIONS AND REMEDIES

Section 801. Trust Events of Default.

"Trust Event of Default", wherever used herein with respect to any Series of Notes, means any one of the following events (whatever the reason for such Trust Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any Governmental Authority):

(i) the entry of a decree or order for relief by a court having jurisdiction in respect of the Issuer in any involuntary case under any applicable Insolvency Law, or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or other similar official) for the Issuer or for any substantial part of its properties, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;

(ii) the commencement by the Issuer of a voluntary case under any applicable Insolvency Law, or other similar law now or hereafter in effect, or the consent by the Issuer to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of the Issuer or any substantial part of its properties, or the making by the Issuer of any general assignment for the benefit of creditors, or the failure by the Issuer generally to pay its debts as they become due, or the taking of any action by the Issuer in furtherance of any such action;

(iii) all of the following conditions shall have occurred: (A) a Trust Manager Default shall have occurred and shall not have been remedied, waived or cured, (B) the Indenture Trustee (acting at the direction of the Requisite Global Majority) shall have directed the Issuer in writing, with a copy of such written direction delivered to the Manager (the "Replacement Request"), to appoint a Replacement Manager for the Terminated Managed Containers in accordance with the terms of the Management Agreement, and (C) a Replacement Manager shall not have been appointed and assumed the management of all Terminated Managed Containers pursuant to a management agreement reasonably acceptable to the Requisite Global Majority by the date which is ninety (90) days after the date on which such Trust Manager Default initially occurred;

(iv) the Indenture Trustee shall fail to have a first priority perfected security interest in the Collateral;

(v) as of any Payment Date, an Asset Base Deficiency exists, and such condition continues unremedied for a period of ninety (90) consecutive days.

(vi) the Issuer is required to register as an Investment Company under the Investment Company Act of 1940, as amended;

(vii) the occurrence of a reportable event (within the meaning of Section 4043 of ERISA) with respect to any Plan maintained by the Issuer as to which the Pension Benefit Guaranty Corporation has not by regulation waived the requirement that it be notified thereof, or the occurrence of any event or condition with respect to a Plan which reasonably could be expected to result in any liability in excess of $250,000 or which actually results in the imposition of a Lien on the assets of the Issuer; or

(viii) TL or any of its Subsidiaries shall fail to own all of the authorized and issued shares of the Issuer.

Each Trust Event of Default shall apply with respect to each Series of Notes then Outstanding unless the related Supplement shall specifically provide to the contrary. A Series-Specific Event of Default (as defined in the related Supplement) for any Series shall apply solely with respect to such Series of Notes, unless the related Supplement for any other Series of Notes shall specifically provide to the contrary.

Section 802. Acceleration of Stated Maturity; Rescission and Annulment.

(a) Upon the occurrence of a Trust Event of Default of the type described in Section 801(i) or (ii) hereof, the Unpaid Principal Balance of, and accrued interest on, all Series of Notes, together with all other amounts then due and owing to the Noteholders and each Interest Rate Hedge Provider, shall become immediately due and payable without further action by any Person.

(b) If any other Trust Event of Default occurs and is continuing, then and in every such case the Indenture Trustee shall at the direction of the Requisite Global Majority, declare the principal of, and accrued interest on, all Notes of all Series then Outstanding to be due and payable immediately, by written notice to the Issuer, and upon any such declaration such principal and accrued interest shall become immediately due and payable.

(c) At any time after such a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as hereinafter provided in this Article, the Requisite Global Majority, in its sole discretion, by written notice to the Issuer and the Indenture Trustee, may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all of the installments of interest and, if the Legal Final Maturity Date has occurred with respect to any Series, principal of all Notes of such Series, in each case to the extent such amounts were overdue prior to the date of such acceleration;

(B) to the extent that payment of such interest is lawful, interest at the Default Rate on the amounts set forth in clause (A) above;

(C) all unpaid Indenture Trustee Fees, indemnified amounts and sums paid or advanced by the Indenture Trustee hereunder or by the Manager and the reasonable and documented compensation, out-of-pocket expenses, disbursements and advances of the Indenture Trustee, its agents and counsel incurred in connection with the enforcement of this Indenture; and

(D) all payments due and payable under any Interest Rate Hedge Agreement, together with interest thereon in accordance with the terms thereof; and

(ii) all Trust Events of Default have been cured or waived as provided in Section 813 hereof.

No such rescission with respect to any Trust Event of Default shall affect any subsequent Trust Event of Default or impair any right consequent thereon, nor shall any such rescission affect any Interest Rate Hedge Agreement which has been terminated in accordance with its terms.

(d) For purposes of clarification only, the Noteholders of each Series shall have the right to accelerate the maturity of such Series of Notes during the continuance of Series-Specific Event of Default for such Series, on the terms and conditions set forth in the related Supplement.

Section 803. Collection of Indebtedness.

The Issuer covenants that, if a Trust Event of Default occurs and is continuing and a declaration of acceleration has been made under Section 802 and not rescinded, the Issuer will, upon demand of the Indenture Trustee, pay to the Indenture Trustee, for the benefit of the Noteholders of all Series then Outstanding and each Interest Rate Hedge Provider, an amount equal to the sum of (i) the sum of (A) the whole amount then due and payable for all Series of Notes then Outstanding, (B) all amounts owing by the Issuer under any Interest Rate Hedge Agreement, and (C) such further amounts as shall be required to pay in full all of the Outstanding Obligations, including in each case, the costs and out-of-pocket expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee the Requisite Global Majority, their agents and counsel incurred in connection with the enforcement of this Indenture, and (ii) to the extent that the payment of such interest is lawful, interest on the amount set forth in clause (i) at the applicable Overdue Rate with respect to the Notes and at the applicable default rate as set forth in the related Interest Rate Hedge Agreements or other Related Documents.

Section 804. Remedies.

(a) If a Trust Event of Default shall occur and be continuing, the Indenture Trustee by such officer or agent as it may appoint, shall notify each Noteholder, each Administrative Agent and the applicable Rating Agencies of such Trust Event of Default and shall, if instructed by any of the Requisite Global Majority, do any of the following:

(i) institute any Proceedings, in its own name and as trustee of an express trust, for the collection of all amounts then due and payable on the Notes of all Series or under this Indenture or the related Supplement with respect thereto, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Collateral and any other assets of the Issuer any monies adjudged due;

(ii) subject to the quiet enjoyment rights of any lessee of a Managed Container, sell (including any sale made in accordance with Section 816 hereof), hold or lease the Collateral or any portion thereof or rights or interest therein, at one or more public or private transactions conducted in any manner permitted by law;

(iii) institute any Proceedings from time to time for the complete or partial foreclosure of the Lien created by this Indenture with respect to the Collateral;

(iv) institute such other appropriate Proceedings to protect and enforce any other rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy;

(v) exercise any remedies of a secured party under the UCC or any Applicable Law and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee or the Noteholders hereunder;

(vi) appoint a receiver or a manager over the Issuer or its assets; and

(vii) if a Trust Manager Default is then continuing, terminate the Management Agreement in accordance with its terms.

(b) Notwithstanding the foregoing, in the event that Control Parties for one or more Series of Notes consent to or direct a sale of Collateral (each such Series, a "Liquidating Series") but the Requisite Global Majority does not consent to such sale of Collateral, a portion of the Managed Containers and related Leases pledged as Collateral pursuant to this Indenture (selected as set forth in Section 804(c) below) may be sold (i) at the direction of the Control Party for such Liquidating Series, if the amount of net proceeds realized from such sale will be sufficient to repay all principal, interest and other amounts owed to each Class of Notes that is the Control Party for each such Liquidating Series or (ii) at all times not covered by clause (i), at the direction of the Noteholders of such Liquidating Series representing in aggregate more than

66 2/3% of the then Unpaid Principal Balance of the Notes of such Liquidating Series. The net proceeds of such sale of Managed Containers and Leases shall be applied to the payment of the Notes of each Liquidating Series in accordance with the terms of the Supplement for such Liquidating Series. The value of the Managed Containers and Leases to be sold in respect of the Liquidating Series will be equal to the sum, for each Liquidating Series, of the product of (i) the Asset Allocation Percentage of such Liquidating Series and (ii) the then Aggregate Net Book Value. If the proceeds of any partial sale of Collateral is not sufficient to repay in full the Unpaid Principal Balance of, and accrued interest on, the Notes of such Liquidating Series, the Notes of such Liquidating Series shall remain Outstanding and shall be entitled, after payments are made to all non-Liquidating Series, to receive Shared Available Funds allocable to such Series in accordance with the terms of the Supplements of other Series of Notes then Outstanding. Any Managed Containers and Leases sold pursuant to the provisions of Section 804(b) shall be subject to the rights of (i) any Lessee under any Lease of such Managed Containers and (ii) the rights of the Manager under the Management Agreement. It shall be a condition to any such sale that the purchaser of such sold Managed Containers and Lease shall enter into a management agreement with TEML with respect to any sold Managed Container that is not a Terminated Managed Container, which management agreement shall be in form and substance reasonably satisfactory to TEML (provided that if such purchaser is already party to a management agreement with TEML, such management agreement shall be deemed to be satisfactory to TEML for purposes of this sentence).

(c) The specific Managed Containers and Leases to be included in any partial sale of Collateral pursuant to Section 804(b) above will be selected (i) by the Manager if no Trust Manager Default is then outstanding, or (ii) in all other instances, as set forth in the immediately succeeding sentence, in each case on a non-systematic basis such that Managed Containers to be sold will be representative in term, age, type, and on-lease status as the pool of Managed Containers owned by the Issuer after giving effect to such partial sale. If a Trust Manager Default has occurred and is continuing, a third-party consultant, accounting firm or other advisor will be hired by the Indenture Trustee (acting at the direction of the Requisite Global Majority) at the expense of the Issuer to conduct such selection process.

(d) Following the occurrence of a Trust Event of Default, the Issuer or the Indenture Trustee may only sell all of the Managed Containers and related Leases for net sales proceeds that are less than the Aggregate Outstanding Obligations, if the Control Parties of all Series Outstanding shall have consented to such sale.

(e) For purposes of clarification only, the Noteholders of each Series shall, during the continuance of Series-Specific Event of Default for such Series, have the remedies set forth in the related Supplement including the ability to direct a sale of a portion of the Managed Containers and related Leases in accordance with Section 804(b).

(f) If the Requisite Global Majority elects to sell all, or any portion, of the Collateral following the occurrence of a Trust Event of Default, the Manager Transfer Facilitator shall use reasonable efforts to assist the Indenture Trustee in soliciting bids for each such sale of the Collateral.

Section 805. Indenture Trustee May Enforce Claims Without Possession of Notes.

(a) In all Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all of the Noteholders, and it shall not be necessary to make any Noteholder a party to any such Proceedings.

(b) All rights of action and claims under this Indenture, the related Supplement or any of the Notes may be prosecuted and enforced by the Indenture Trustee without the possession of such Notes or the production thereof in any Proceeding relating thereto, and any such Proceeding instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery whether by judgment, settlement or otherwise shall, after provision for the payment of the compensation, expenses, and disbursements incurred and advances made, by the Indenture Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Notes, subject to the subordination of payments among Classes of a particular Series as set forth in the related Supplement.

Section 806. Allocation of Money Collected. If the Notes of all Series have been declared due and payable following a Trust Event of Default and such declaration and its consequences have not been rescinded or annulled, any money collected by the Indenture Trustee pursuant to this Article or otherwise and any other monies that may be held or thereafter received by the Indenture Trustee as security for such Notes shall be applied, to the extent permitted by law, in the following order, at the date or dates fixed by the Indenture Trustee:

FIRST: To the payment of all amounts due the Indenture Trustee under Section 905 hereof; and

SECOND: Any remaining amounts shall be distributed in accordance with Section 302(c) hereof.

Section 807. Limitation on Suits.

Except for any Proceeding permitted under Section 804(a), no Noteholder shall have the right to institute any Proceeding with respect to the occurrence of a Trust Event of Default or otherwise under this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Holder has previously given written notice to the Indenture Trustee and the Requisite Global Majority of a continuing Trust Event of Default;

(ii) the Requisite Global Majority shall have made written request to the Indenture Trustee to institute Proceedings in respect of such Trust Event of Default in its own name as Indenture Trustee hereunder;

(iii) such Holder or Holders have offered to the Indenture Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request (the unsecured indemnity of a Rated Institutional Noteholder being deemed satisfactory for such purpose);

(iv) the Indenture Trustee has, for thirty (30) days after its receipt by a Corporate Trust Officer of such notice, request and offer of security or indemnity, failed to institute any such Proceeding; and

(v) no direction inconsistent with such written request has been given to the Indenture Trustee during such thirty (30) day period by the Requisite Global Majority;

it being understood and intended that no one or more Noteholders shall have any right in any manner whatsoever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholder, or to obtain or to seek to obtain priority or preference over any other Noteholder (except to the extent provided in the related Supplement) or to enforce any right under this Indenture, except in the manner herein provided and for the benefit of all Noteholders.

Section 808. Unconditional Right of Holders to Receive Principal, Interest and Commitment Fees.

Notwithstanding any other provision of this Indenture, each Noteholder shall have the right, which is absolute and unconditional, to receive payment of the principal of, and interest, commitment fees and premiums in respect of such Note as such principal, interest and commitment fees becomes due and payable in accordance with the provisions of this Indenture and the related Supplement and to institute any Proceeding for the enforcement of such payment, and such rights shall not be impaired without the consent of such Holder.

Section 809. Restoration of Rights and Remedies.

If the Indenture Trustee or any Holder has instituted any Proceeding to enforce any right or remedy under this Indenture or the related Supplement and such Proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Indenture Trustee or to such Holder, then and in every such case, subject to any determination in such Proceeding, the Issuer, the Indenture Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Indenture Trustee and the Holders shall continue as though no such Proceeding had been instituted.

Section 810. Rights and Remedies Cumulative.

No right or remedy conferred upon or reserved to the Indenture Trustee, any Interest Rate Hedge Provider or to the Holders pursuant to this Indenture or any Supplement is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given

hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 811. Delay or Omission Not Waiver.

No delay or omission of the Indenture Trustee, any Interest Rate Hedge Provider or any Holder of any Note to exercise any right or remedy accruing upon any Trust Event of Default shall impair any such right or remedy or constitute a waiver of any such Trust Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Indenture Trustee, any Interest Rate Hedge Provider, or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee, by any Interest Rate Hedge Provider, or by the Holders, as the case may be.

Section 812. Control by Requisite Global Majority.

(a) Upon the occurrence of a Trust Event of Default, the Requisite Global Majority shall have the right to direct in writing the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee or exercising any trust or power conferred on the Indenture Trustee, *provided* that (i) such direction shall not be in conflict with any rule of law or with this Indenture, including, without limitation, Section 804 hereof and (ii) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee which is not inconsistent with such direction.

(b) Notwithstanding the grant of a security interest to secure the Outstanding Obligations owing to the Indenture Trustee, for the benefit of the Noteholders and each Interest Rate Hedge Provider, all rights to direct actions or to exercise rights or remedies under this Indenture or the UCC (including those set forth in Section 804 hereof) shall be vested solely in the Requisite Global Majority and, by accepting the benefits of this Indenture, each Noteholder and Interest Rate Hedge Provider acknowledges such statement; *provided, however*, that nothing contained herein shall constitute a modification of Section 808, Section 813(b) or Section 816(d) hereof.

Section 813. Waiver of Trust Event of Default.

(a) The Requisite Global Majority may, on behalf of all Noteholders of all Series, waive any past Trust Event of Default and its consequences, except a Trust Event of Default in respect of a covenant or provision hereof which cannot be modified or amended without the consent of all Noteholders or affected Noteholders of all Series pursuant to Section 1002 of this Indenture.

(b) Upon any such waiver, such Trust Event of Default shall cease to exist and shall be deemed to have been cured and not to have occurred for every purpose of this Indenture; *provided*, *however*, that no such waiver shall extend to any subsequent or other Trust Event of Default or impair any right consequent thereon nor affect any Interest Rate Hedge Agreement which has been terminated in accordance with its terms.

Section 814. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Note by acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; *provided*, *however*, that the provisions of this Section shall not apply to any suit instituted by the Indenture Trustee or any Holder or group of Holders, holding in the aggregate more than ten percent (10%) of the aggregate principal balance of the Notes of all Series then Outstanding, or (ii) to any suit instituted by any Holder for the enforcement of (x) the payment of interest on any Notes on any Payment Date or (y) the payment of the principal of any Note on or after the Legal Final Payment Date of such Note.

Section 815. Waiver of Stay or Extension Laws.

The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 816. Sale of Collateral.

(a) The power to effect any sale (a "Sale") of any portion of the Collateral pursuant to Section 804 hereof shall not be exhausted by any one or more Sales as to any portion of the Collateral remaining unsold, but shall continue unimpaired until the entire Collateral shall have been sold or the Aggregate Outstanding Obligations shall have been paid in full. The Indenture Trustee at the written direction of the Requisite Global Majority may from time to time postpone any Sale by public announcement made at the time and place of such Sale.

(b) Upon any Sale, whether made under the power of sale hereby given or under judgment, order or decree in any Proceeding for the foreclosure or involving the enforcement of this Indenture: (i) the Indenture Trustee, at the written direction of the Requisite Global Majority, may bid for and purchase the property being sold, and upon compliance with the terms of such Sale may hold, retain and possess and dispose of such property in accordance with the terms of this Indenture; and (ii) the receipt of the Indenture Trustee or of any officer thereof making such Sale shall be a sufficient discharge to the purchaser or purchasers at such Sale for its or their purchase money, and such purchaser or purchasers, and its or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Indenture Trustee or of such officer therefor, be obliged to see to the application of such purchase money or be in any way answerable for any loss, misappropriation or non-application thereof.

(c) The Indenture Trustee shall execute and deliver an appropriate instrument of conveyance provided to it transferring its interest in any portion of the Collateral in connection with a Sale thereof. In addition, the Indenture Trustee is hereby irrevocably appointed the agent and attorney-in-fact of the Issuer to transfer and convey its interest (subject to lessee's rights of quiet enjoyment) in any portion of the Collateral in connection with a Sale thereof, and to take all action necessary to effect such Sale. No purchaser or transferee at such a Sale shall be bound to ascertain the Indenture Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

(d) The right of the Indenture Trustee to sell, transfer or otherwise convey any Interest Rate Hedge Agreement or any transaction outstanding thereunder, or to exercise foreclosure rights with respect thereto shall be subject to compliance with the provisions of the applicable Interest Rate Hedge Agreement.

(e) The Indenture Trustee shall provide prior written notice to the Issuer, each Administrative Agent and to each Interest Rate Hedge Provider of any Sale of any portion of the Collateral under this Section 816.

Section 817. Action on Notes.

The Indenture Trustee's right to seek and recover judgment on the Notes under this Indenture or any Supplement shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture or any Supplement. Neither the Lien of this Indenture nor any rights or remedies of the Indenture Trustee, any Interest Rate Hedge Provider or the Noteholders shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Issuer.

ARTICLE IX

CONCERNING THE INDENTURE TRUSTEE

Section 901. Duties of Indenture Trustee.

The Indenture Trustee, prior to the occurrence of an Event of Default or after the cure or waiver of any Event of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the related Supplement (and will (i) send a revocation of the applicable Account Notice as and when required under Section 11.3(d) of the Management Agreement and (ii) provide the direction and instruction required by Section 11.3(e) of the Management Agreement) and no duties shall be inferred or implied. If an Event of Default has occurred and is continuing, the Indenture Trustee, at the written direction of the Requisite Global Majority, shall exercise such of the rights and powers vested in it by this Indenture and the related Supplement, and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

The Indenture Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Indenture Trustee which are specifically required to be furnished pursuant to any provisions of this Indenture and any applicable Supplement, shall determine whether they are substantially in the form required by this Indenture and any applicable Supplement; *provided*, *however*, that the Indenture Trustee shall not be responsible for the accuracy or content of any such resolution, certificate, statement, opinion, report, document, order or other instrument furnished pursuant to this Indenture and any applicable Supplement.

No provision of this Indenture or any Supplement shall be construed to relieve the Indenture Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct; *provided*, *however*, that:

(i) Prior to the occurrence of an Event of Default for any Series and after the cure or waiver of any such Event of Default which may have occurred, the duties and obligations of the Indenture Trustee shall be determined solely by the express provisions of this Indenture and any Supplements issued pursuant to the terms hereof. The Indenture Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture and any Supplements issued pursuant to the terms hereof, and no implied covenants or obligations shall be read into this Indenture against the Indenture Trustee and, in the absence of bad faith on the part of the Indenture Trustee, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates, statements, reports, documents, orders, opinions or other instruments (whether in their original or facsimile form) furnished to the Indenture Trustee and conforming to the requirements of this Indenture and any Supplements issued pursuant to the terms hereof;

(ii) The Indenture Trustee shall not be liable for an error of judgment made in good faith by a Corporate Trust Officer or Corporate Trust Officers, unless it shall be proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Indenture Trustee shall not be personally liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the Requisite Global Majority relating to the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee, or exercising any trust or power conferred upon the Indenture Trustee, under this Indenture.

No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate security or indemnity against such risk or liability is not reasonably assured to it (the unsecured indemnity of a Rated Institutional Noteholder being deemed satisfactory for such purpose, unless the Indenture Trustee provides prior written notice to the contrary).

Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Indenture Trustee shall be subject to the provisions of this Section 901.

Section 902. Certain Matters Affecting the Indenture Trustee.

Except as otherwise provided in Section 901 hereof:

(i) The Indenture Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any Opinion of Counsel, certificate of an officer of the Issuer or the Manager, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document (whether in its original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper party or parties;

(ii) The Indenture Trustee may consult with counsel of its selection and any advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance in reliance thereof;

(iii) The Indenture Trustee shall be under no obligation to institute, conduct or defend any litigation or Proceeding hereunder or in relation hereto at the request, order or direction of the Requisite Global Majority, pursuant to the provisions of this Indenture, unless the Indenture Trustee shall have reasonable grounds for believing that it has security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities which may be incurred therein or

thereby (the unsecured indemnity of a Rated Institutional Noteholder being deemed satisfactory for such purpose, unless the Indenture Trustee provides prior written notice to the contrary);

(iv) The Indenture Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(v) The Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing to do so by the Requisite Global Majority; provided, however, that the Indenture Trustee may require reasonable security or indemnity satisfactory to it against any cost, expense or liability likely to be incurred in making such investigation as a condition to so proceeding (the unsecured indemnity of a Rated Institutional Noteholder being deemed satisfactory for such purposes unless the Indenture Trustee provides prior written notice to the contrary) being deemed satisfactory for such purpose). The expense of any such examination shall be paid, on a pro rata basis, by the Noteholders of the applicable Series requesting such examination or, if paid by the Indenture Trustee, shall be reimbursed by such Noteholders upon demand;

(vi) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its agents or attorneys, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it with due care hereunder;

(vii) The Indenture Trustee shall not be charged with knowledge of any Event of Default for any Series unless either a Corporate Trust Officer shall have actual knowledge or written notice of such shall have been given to a Corporate Trust Officer of the Indenture Trustee; and

(viii) The rights, privileges, protections, immunities and benefits given to the Indenture Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Indenture Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder.

The provisions of this Section 902 shall be applicable to the Indenture Trustee in its capacity as Indenture Trustee under this Indenture.

Section 903. Indenture Trustee Not Liable.

(a) The recitals contained herein (other than the representations and warranties contained in Section 911 hereof), in any Supplement and in the Notes (other than the

certificate of authentication on the Notes) shall be taken as the statements of the Issuer, and the Indenture Trustee assumes no responsibility for their correctness. The Indenture Trustee makes no representations as to the validity or sufficiency of this Indenture, any Supplement, the Notes, the Collateral or of any Related Document. The Indenture Trustee shall not be accountable for (i) the use or application by the Issuer of the proceeds of any Series or Class of Notes, and (ii) the use or application of any funds paid to the Issuer or the Manager in respect of the Collateral except for any payment in accordance with the Manager Report of amounts on deposit in any of the Trust Accounts.

(b) The Indenture Trustee shall have no responsibility or liability for or with respect to the existence or validity of any Managed Container, the perfection of any security interest (whether as of the date hereof or at any future time), the maintenance of or the taking of any action to maintain such perfection, the validity of the assignment of any portion of the Collateral to the Indenture Trustee or of any intervening assignment, the compliance by the Sellers or the Manager with any covenant or the breach by the Sellers or the Manager of any warranty or representation made hereunder, in any Supplement or in any Related Document or the accuracy of such warranty or representation, any investment of monies in the Trust Account, the Excess Funding Account, each Restricted Cash Account or any Series Account or any loss resulting therefrom (*provided* that such investments are made in accordance with the provisions of Section 303 hereof), or the acts or omissions of the Sellers or the Manager taken in the name of the Indenture Trustee.

(c) The Indenture Trustee shall not have any obligation or liability under any Contract by reason of or arising out of this Indenture or the granting of a security interest in such Contract hereunder or the receipt by the Indenture Trustee of any payment relating to any Contract pursuant hereto, nor shall the Indenture Trustee be required or obligated in any manner to perform or fulfill any of the obligations of the Issuer, the Sellers or the Manager under or pursuant to any Contract, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it, or the sufficiency of any performance by any party, under any Contract.

Section 904. Indenture Trustee May Own Notes.

The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes with the same rights it would have if it were not Indenture Trustee; *provided* that such transaction shall not result in the disqualification of the Indenture Trustee for purposes of Rule 3a-7 under the Investment Company Act of 1940.

Section 905. Indenture Trustee Fees, Expenses and Indemnities.

(a) The Indenture Trustee Fees shall be paid by the Issuer in accordance with Section 302 or Section 806 hereof and any Supplement; *provided, however*, that the Indenture Trustee Fees of the Indenture Trustee payable pursuant to Section 302 or Section 806 hereof or any Supplement shall not exceed Forty Thousand Dollars ($40,000) (or, if an Event of Default has occurred, Seventy-Five Thousand Dollars ($75,000)) annually for each Series of Notes then Outstanding at any time Wells Fargo Bank, National Association, is acting as Indenture Trustee. The Issuer shall indemnify the Indenture Trustee (and any predecessor Indenture Trustee) and

each of its officers, directors and employees for, and hold them harmless against, any and all loss, liability, damage claim or expense incurred without negligence or willful misconduct on their part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself both individually and in its representative capacity against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder (the "Indenture Trustee Indemnified Amounts").

(b) The obligations of the Issuer under this Section 905 to compensate the Indenture Trustee, to pay or reimburse the Indenture Trustee for expenses, disbursements and advances and to indemnify and hold harmless the Indenture Trustee, shall constitute Outstanding Obligations hereunder and shall survive the resignation or removal of the Indenture Trustee and the satisfaction and discharge of this Indenture.

(c) When the Indenture Trustee incurs expenses or renders services in connection with a Trust Event of Default specified in Section 801(i) or (ii), the expenses and the compensation for the services are intended to constitute expenses of administration under Insolvency Law.

Section 906. Eligibility Requirements for Indenture Trustee.

The Indenture Trustee hereunder shall at all times be a national banking association or a corporation, organized and doing business under the laws of the United States of America or any State, and authorized under such laws to exercise corporate trust powers. In addition, the Indenture Trustee or its parent corporation shall at all times (i) have a combined capital and surplus of at least Two Hundred Fifty Million Dollars ($250,000,000), (ii) be subject to supervision or examination by Federal or state authority and (iii) have a long-term unsecured senior debt rating of "A-2" or better by Moody's and a long-term unsecured senior debt rating of "A" by Standard & Poor's and short-term unsecured senior debt rating of "P-1" or better by Moody's and a short-term unsecured senior debt rating of "A-2" by Standard & Poor's. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then, for the purposes of this Section 906, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Indenture Trustee shall cease to be eligible in accordance with the provisions of this Section, the Indenture Trustee shall resign immediately in the manner and with the effect specified in Section 907 hereof.

Section 907. Resignation and Removal of Indenture Trustee.

The Indenture Trustee may at any time resign and be discharged from the trusts hereby created by giving written notice thereof to the Issuer, the Manager, each Interest Rate Hedge Provider and the Noteholders. Upon receiving such notice of resignation, the Issuer at the direction and subject to the consent of the Requisite Global Majority shall promptly appoint a successor Indenture Trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Indenture Trustee, each Interest Rate Hedge Provider and one copy to the successor Indenture Trustee. If no successor Indenture Trustee shall have been so appointed by the Issuer or the proposed successor Indenture Trustee has not accepted its

appointment within thirty (30) days after the giving of such notice of resignation or removal, the Requisite Global Majority may appoint a successor trustee or, if it does not do so within thirty (30) days thereafter, the resigning Indenture Trustee, with the consent of the Requisite Global Majority, may petition at the expense of the Issuer any court of competent jurisdiction for the appointment of a successor Indenture Trustee, which successor trustee shall meet the eligibility standards set forth in Section 906.

If at any time the Indenture Trustee shall cease to be eligible in accordance with the provisions of Section 906 hereof and shall fail to resign after written request therefor by the Issuer at the direction of the Requisite Global Majority, or if at any time the Indenture Trustee shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or a receiver of the Indenture Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Indenture Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer at the direction of the Requisite Global Majority shall remove the Indenture Trustee and appoint a successor Indenture Trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the Indenture Trustee so removed and one copy to the successor Indenture Trustee.

Any resignation or removal of the Indenture Trustee and appointment of a successor Indenture Trustee pursuant to any of the provisions of this Section shall become effective upon acceptance of appointment by the successor Indenture Trustee as provided in Section 908 hereof.

Section 908. Successor Indenture Trustee.

Any successor Indenture Trustee appointed as provided in Section 907 hereof shall execute, acknowledge and deliver to the Issuer and to its predecessor Indenture Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Indenture Trustee shall become effective and such successor Indenture Trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Indenture Trustee herein. The predecessor Indenture Trustee shall deliver to the successor Indenture Trustee all documents relating to the Collateral, if any, delivered to it, together with any amount remaining in the Trust Account, the Excess Funding Account, each Restricted Cash Account and any other Series Accounts. In addition, the predecessor Indenture Trustee and, upon request of the successor Indenture Trustee, the Issuer shall execute and deliver such instruments and do such other things as may reasonably be required for more fully and certainly vesting and confirming in the successor Indenture Trustee all such rights, powers, duties and obligations.

No successor Indenture Trustee shall accept appointment as provided in this Section unless at the time of such acceptance such successor Indenture Trustee shall be eligible under the provisions of Section 906 hereof and shall be acceptable to the Requisite Global Majority.

Upon acceptance of appointment by a successor Indenture Trustee as provided in this Section, the Issuer shall mail notice of the succession of such Indenture Trustee hereunder to

all Noteholders at their addresses as shown in the registration books maintained by the Indenture Trustee and to each Interest Rate Hedge Provider. If the Issuer fails to mail such notice within ten (10) days after acceptance of appointment by the successor Indenture Trustee, the successor Indenture Trustee shall cause such notice to be mailed at the expense of the Issuer.

Section 909. Merger or Consolidation of Indenture Trustee.

Any corporation into which the Indenture Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Indenture Trustee shall be a party, or any corporation succeeding to all or substantially all of the business of the Indenture Trustee, shall be the successor of the Indenture Trustee hereunder, *provided* such corporation shall be eligible under the provisions of Section 906 hereof, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 910. Separate Indenture Trustees, Co-Indenture Trustees and Custodians.

If the Indenture Trustee is not capable of acting outside the United States or of exercising trust powers within the United States, it shall have the power from time to time to appoint (subject to the prior approval of the Requisite Global Majority) one or more Persons or corporations to act either as co-trustees jointly with the Indenture Trustee, or as separate trustees, or as custodians, for the purpose of holding title to, foreclosing or otherwise taking action with respect to any of the Collateral, when such separate trustee or co-trustee is necessary or advisable under any Applicable Laws or for the purpose of otherwise conforming to any legal requirement, restriction or condition in any applicable jurisdiction. The separate trustees, co-trustees, or custodians so appointed shall be trustees, co-trustees, or custodians for the benefit of all Noteholders and shall have such powers, rights and remedies as shall be specified in the instrument of appointment; *provided*, *however*, that no such appointment shall, or shall be deemed to, constitute the appointee an agent of the Indenture Trustee. The Issuer shall join in any such appointment, but such joining shall not be necessary for the effectiveness of such appointment.

Every separate trustee, co-trustee and custodian shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(i) all powers, duties, obligations and rights conferred upon the Indenture Trustee in respect of the receipt, custody and payment of moneys shall be exercised solely by the Indenture Trustee;

(ii) all other rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee, co-trustee, or custodian jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral or any portion thereof in any such jurisdiction) shall be exercised and performed by such separate trustee, co-trustee or custodian;

(iii) the Indenture Trustee shall not be personally liable for any act or omission of any separate trustee, co-trustee or custodian appointed by the Indenture Trustee; and

(iv) the Issuer or the Indenture Trustee may at any time accept the resignation of or remove any separate trustee, co-trustee or custodian so appointed by it or them if such resignation or removal does not violate the other terms of this Indenture.

Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee, co-trustee, or custodian shall refer to this Indenture and the conditions of this Article. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be furnished to the Indenture Trustee and each Interest Rate Hedge Provider.

Any separate trustee, co-trustees, or custodian may, at any time, constitute the Indenture Trustee, its agent or attorney-in-fact, with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee, co-trustee, or custodian shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by law, without the appointment of a new or successor trustee or custodian.

No separate trustee, co-trustee or custodian hereunder shall be required to meet the terms of eligibility as a successor Indenture Trustee under Section 906 hereof and no notice to Noteholders of the appointment thereof shall be required under Section 908 hereof.

The Indenture Trustee agrees to instruct the co-trustees, if any, to the extent necessary to fulfill the Indenture Trustee's obligations hereunder.

Section 911. Representations and Warranties.

The Indenture Trustee hereby represents and warrants as of each Series Issuance Date that:

(a) Organization and Good Standing. The Indenture Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States, and has the power to own its assets and to transact the business in which it is presently engaged;

(b) Authorization. The Indenture Trustee has the power, authority and legal right to execute, deliver and perform this Indenture and each Supplement and to authenticate the Notes, and the execution, delivery and performance of this Indenture and each Supplement and the authentication of the Notes has been duly authorized by the Indenture Trustee by all necessary corporate action;

(c) Binding Obligations. This Indenture and each Supplement, assuming due authorization, execution and delivery by the Issuer, constitutes the legal, valid and binding obligations of the Indenture Trustee, enforceable against the Indenture Trustee in accordance with its terms, except that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws (whether statutory, regulatory or decisional) now or hereafter in effect relating to creditors' rights generally and the rights of trust companies in particular and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to certain equitable defenses and to the discretion of the court before which any Proceeding therefor may be brought, whether in a Proceeding at law or in equity;

(d) No Violation. The performance by the Indenture Trustee of its obligations under this Indenture and each Supplement will not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice, lapse of time or both) a default under, the charter documents or bylaws of the Indenture Trustee;

(e) No Proceedings. There are no Proceedings or investigations to which the Indenture Trustee is a party pending, or, to the best of its knowledge without independent investigation, threatened, before any court, regulatory body, administrative agency or other tribunal or Governmental Authority (A) asserting the invalidity of this Indenture or the Notes, (B) seeking to prevent the issuance of the Notes or the consummation of any of the transactions contemplated by this Indenture or (C) seeking any determination or ruling that would materially and adversely affect the performance by the Indenture Trustee of its obligations under, or the validity or enforceability of, this Indenture or the Notes; and

(f) Approvals. Neither the execution or delivery by the Indenture Trustee of this Indenture nor the consummation of the transactions by the Indenture Trustee contemplated hereby requires the consent or approval of, the giving of notice to, the registration with or the taking of any other action with respect to any Governmental Authority under any existing federal or State of Minnesota law governing the banking or trust powers of the Indenture Trustee.

Section 912. Indenture Trustee Offices.

The Indenture Trustee shall maintain in the State of Minnesota an office or offices or agency or agencies where Notes may be surrendered for registration of transfer or exchange, which office is currently located at Sixth Street and Marquette Avenue, MAC N9311-161, Minneapolis, MN 55479, and shall promptly notify the Issuer, the Manager, each Interest Rate Hedge Provider and the Noteholders of any change of such location.

Section 913. Notice of Trust Event of Default.

If a Corporate Trust Officer shall have actual knowledge that a Trust Event of Default with respect to any Series has occurred and be continuing, the Indenture Trustee shall promptly (but in any event within five (5) Business Days) give written notice thereof to the Noteholders and each Interest Rate Hedge Provider of such Series. For all purposes of this Indenture, in the absence of actual knowledge by a Corporate Trust Officer, the Indenture Trustee shall not be deemed to have actual knowledge of any Trust Event of Default unless notified in writing thereof by the Issuer, any Seller, the Manager, any Interest Rate Hedge Provider or any Noteholder, and such notice references the applicable Series of Notes generally, the Issuer, this Indenture or the applicable Supplement.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Creating a New Series Without Consent of Holders.

(a) Without the consent of any Holder and based on an Opinion of Counsel in form and substance reasonably acceptable to the Indenture Trustee to the effect that such Supplement is for one of the purposes set forth in clauses (i) through (vii) below, the Issuer and the Indenture Trustee, at any time and from time to time, may enter into one or more Supplements in form satisfactory to the Indenture Trustee, for any of the following purposes:

(i) to add to the covenants of the Issuer in this Indenture for the benefit of the Holders of all Series then Outstanding, or to surrender any right or power conferred upon the Issuer in this Indenture;

(ii) to cure any ambiguity, to correct or supplement any provision in this Indenture which may be inconsistent with any other provision in this Indenture, or to make any other provisions with respect to matters or questions arising under this Indenture;

(iii) to correct or amplify the description of any property at any time subject to the Lien of this Indenture, or better to assure, convey and confirm unto the Indenture Trustee any property subject or required to be subjected to the Lien of this Indenture, or to subject additional property to the Lien of this Indenture;

(iv) to add to the conditions, limitations and restrictions on the authorized amount, terms and purposes of issue, authentication and delivery of the Notes, as herein set forth, or additional conditions, limitations and restrictions thereafter to be observed by the Issuer;

(v) to convey, transfer, assign, mortgage or pledge any additional property to or with the Indenture Trustee;

(vi) to evidence the succession of the Indenture Trustee pursuant to Article IX; or

(vii) to add any additional Trust Early Amortization Events or Trust Events of Default.

(b) Promptly after the execution by the Issuer and the Indenture Trustee of any Supplement pursuant to this Section, the Issuer shall mail to the Holders of all Notes then Outstanding, a notice setting forth in general terms the substance of such Supplement, together with a copy of such Supplement. Any failure of the Issuer to mail any such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplement.

Section 1002. Supplemental Indentures Not Creating a New Series with Consent of Holders.

(a) With the consent of the Requisite Global Majority, the Issuer and the Indenture Trustee may enter into a Supplement hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders under this Indenture (other than any such additions, changes, eliminations or modifications described in Section 1001); *provided*, *however*, that no such Supplement shall, without the consent of the Holder of each Outstanding Note affected thereby:

(i) reduce the principal amount of any Note or the rate of interest thereon, change the priority of any such payments (other than to increase the priority thereof) required pursuant to this Indenture or any Supplement in a manner adverse to any Noteholder, or the date on which, or the amount of which, or the place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Legal Final Payment Date thereof,

(ii) reduce the percentage of Outstanding Notes or Existing Commitments required for (a) the consent of any Supplement to this Indenture, (b) the consent required for any waiver of compliance with certain provisions of this Indenture or certain Trust Events of Default hereunder and their consequences as provided for in this Indenture or (c) the consent required to waive any payment default on the Notes;

(iii) modify any provision of this Indenture or any Supplement which specifies that such provision cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby;

(iv) modify or alter the definition of the terms "Outstanding", "Requisite Global Majority", "Existing Commitment" or "Initial Commitment";

(v) modify or alter the following definitions in a manner that adversely affects any Series of Notes then Outstanding: "Asset Allocation Percentage", "Collection Allocation Percentage" or "Asset Base Deficiency";

(vi) impair or adversely affect the Collateral in any material respect as a whole except as otherwise permitted herein;

(vii) eliminate any of the items set forth in the proviso to this Section 1002(a); or

(viii) permit the creation of any Lien ranking prior to or on a parity with the Lien of this Indenture with respect to any part of the Collateral or terminate the Lien of this Indenture on any property at any time subject hereto or deprive the Holder of any Note of the security afforded by the Lien of this Indenture.

In addition to the consents required pursuant to the provisions of this Section 1002, amendments to certain provisions of this Indenture are also subject to the terms of, or restrictions contained in, the Supplement for each Series of Notes then Outstanding.

Prior to the execution of any Supplement issued pursuant to this Section 1002, the Issuer shall provide written notice to each Rating Agency setting forth in general terms the substance of any such Supplement or the proposed form of such Supplement.

(b) Promptly after the execution by the Issuer and the Indenture Trustee of any Supplement pursuant to this Section, the Issuer shall mail to the Holders of the Notes related to such Series, a notice setting forth in general terms the substance of such Supplement, together with a copy of such Supplement. Any failure of the Issuer to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplement.

Section 1003. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, a Supplement permitted by this Article or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplement is authorized or permitted by this Indenture. The Indenture Trustee may, but shall not be obligated to, enter into any such Supplement which affects the Indenture Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 1004. Effect of Supplemental Indentures.

Upon the execution of any Supplement under this Article, this Indenture shall be modified in accordance therewith, and such Supplement shall form a part of this Indenture for all purposes, and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 1005. Reference in Notes to Supplemental Indentures.

Notes authenticated and delivered after the execution of any Supplement pursuant to this Article may, and shall if required by the Issuer, bear a notation in form approved by the Indenture Trustee as to any matter provided for in such Supplement. If the Issuer shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee, may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

Section 1006. Issuance of Series of Notes.

(a) The Issuer may from time to time issue one or more Series of Notes pursuant to the terms of this Indenture as long as (i) the Rating Agency Condition shall have been satisfied with respect to the issuance of such Series, (ii) no Event of Default or Early Amortization Event, or event or condition which with the passage of time or giving of notice or both would become a Event of Default or Early Amortization Event is then continuing (nor

would occur as a result of the issuance of such additional Series) and (iii) all of the applicable conditions set forth in Section 1006(b) hereof have been satisfied. Each additional Series will be issued pursuant to a Supplement to this Indenture, which will specify the Principal Terms of such Series.

(b) The terms of such Supplement may modify or amend the terms of this Indenture solely as applied to such Series. The obligation of the Indenture Trustee to authenticate, execute and deliver the Notes of such Series and to execute and deliver the related Supplement is subject to the satisfaction of the following conditions:

(i) on or before the fifth (5th) Business Day immediately preceding the Series Issuance Date (unless the parties to be notified agree to a shorter notice period), the Issuer shall have given the Indenture Trustee, the Manager and each Interest Rate Hedge Provider pursuant to the relevant Supplement notice of the Series and the Series Issuance Date; *provided, however*, that the Issuer shall not be required to give the foregoing notice with respect to the Series of Notes issued on the date hereof;

(ii) the Issuer shall have delivered to the Indenture Trustee the related Supplement, in form satisfactory to the Indenture Trustee, executed by each party hereto other than the Indenture Trustee;

(iii) the Rating Agency Condition shall have been satisfied with respect to the issuance of such Series of Notes;

(iv) the Issuer shall have delivered to the Indenture Trustee and, if required, any Noteholder, any Opinions of Counsel required by the related Supplement, including without limitation with respect to true sale, enforceability, non-consolidation and security interest perfection issues;

(v) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate stating that no Early Amortization Event, Event of Default or event or condition which with the passage of time or giving of notice or both would become a Early Amortization Event or an Event of Default has occurred and is then continuing (or would result from the issuance of such additional Series);

(vi) written confirmation from an officer of the Manager that after giving effect to such proposed issuance, no Asset Base Deficiency will exist, as evidenced by the Asset Base Report most recently received by the Indenture Trustee (but not earlier than the preceding Payment Date); *provided, however*, that no such written confirmation will be required in connection with the Series of Notes issued on the date hereof and the Supplement dated as of the date hereof;

(vii) such other conditions as shall be specified in the related Supplement; and

(viii) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate that all of the conditions specified in clauses (i) through (vii) have been satisfied.

Upon satisfaction of the above conditions, the Indenture Trustee shall execute the Supplement and authenticate, execute and deliver the Notes of such Series.

ARTICLE XI

HOLDERS LISTS

Section 1101. Indenture Trustee to Furnish Names and Addresses of Holders. Unless otherwise provided in the related Supplement, the Indenture Trustee will furnish or cause to be furnished to the Manager not more than ten (10) days after receipt of a request, a list, in such form as the Indenture Trustee generally maintains, of the names, addresses and tax identification numbers of the Holders of Notes as of such date.

Section 1102. Preservation of Information; Communications to Holders. The Indenture Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to the Indenture Trustee as provided in Section 1101 and the names and addresses of Holders received by the Indenture Trustee in its capacity as Note Registrar. The Indenture Trustee may destroy any list furnished to it as provided in Section 1101 upon receipt of a new list so furnished.

ARTICLE XII

TRUST EARLY AMORTIZATION EVENT

Section 1201. Trust Early Amortization Event.

As of any date of determination, the existence of any one of the following events or conditions:

(1) A Trust Event of Default shall have occurred and then be continuing;

(2) A Trust Manager Default shall have occurred and then be continuing;

(3) If on any Payment Date an Asset Base Deficiency shall have occurred, and such condition remains unremedied for a period of thirty (30) consecutive days without having been cured;

(4) The amount in the Excess Funding Account relied upon in order to prevent an Asset Base Deficiency exceeds fifty percent (50%) of the Aggregate Net Book Value.

Promptly following any occurrence of a Trust Early Amortization Event, the Issuer shall notify the Indenture Trustee, each Administrative Agent and each Interest Rate Hedge Provider thereof.

If a Trust Early Amortization Event exists, then such Trust Early Amortization Event shall be deemed to continue until the Business Day on which the Requisite Global Majority waives, in writing, such Trust Early Amortization Event. The Indenture Trustee shall promptly provide notice of any such waiver to each Rating Agency (if applicable).

Section 1202. Remedies. Upon the occurrence of a Trust Early Amortization Event, the Indenture Trustee shall have, in addition to the rights provided in the Related Documents, all rights and remedies provided under all Applicable Laws.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1301. Compliance Certificates and Opinions.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture or any Supplement, the Issuer shall furnish to the Indenture Trustee a certificate stating that all conditions precedent, if any, provided for in this Indenture and any relevant Supplement relating to the proposed action have been complied with and, if deemed reasonably necessary by the Indenture Trustee or if required pursuant to the terms of this Indenture, an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

(b) Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1302. Form of Documents Delivered to Indenture Trustee.

(a) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(b) Any certificate or opinion may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous.

(c) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 1303. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture or any Supplement to be given or taken by Holders may be (i) embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing, (ii) evidenced by the written consent or direction of Holders of the specified percentage of the principal amount of the Notes, or (iii) evidenced by a combination of such instrument or instruments; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments and record are delivered to the Indenture Trustee and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 1304. Inspection.

(a) Upon reasonable request, the Issuer agrees that it shall make available to any representative of the Indenture Trustee, any Interest Rate Hedge Provider and any Holder of a Note and their duly authorized representatives, attorneys or accountants, for inspection and copying its books of account, records and reports relating to the Managed Containers and copies of all Leases or other documents relating thereto, all in the format which the Manager uses for its own operations. Such inspections shall be conducted during normal business hours and shall not unreasonably disrupt the business of the Manager. The Indenture Trustee, each Interest Rate Hedge Provider and each Noteholder shall, and shall cause their respective representatives to, hold in confidence all such information except to the extent disclosure may be required by law

(and all reasonable applications for confidential treatment are unavailing); provided that, if no Trust Event of Default shall have occurred and then be continuing, the Issuer shall not be required to provide such access to any such Person more than once per calendar year. Each Noteholder, each Interest Rate Hedge Provider, each Holder of a Note and the Indenture Trustee agrees that it and its Affiliates and their respective shareholders, directors, agents, representatives, accountants and attorneys shall keep confidential any matter of which any of them becomes aware through such inspections or discussions (unless readily available from public sources), except as may be otherwise required by regulation, law or court order or required by appropriate Governmental Authorities (and all reasonable applications for confidential treatment are unavailing) or as necessary to preserve their rights or security under or to enforce the Related Documents, *provided* that the foregoing shall not limit the right of any Interest Rate Hedge Provider to make such information available to its regulators, securities rating agencies, reinsurers and credit and liquidity providers whom such Interest Rate Hedge Provider, as the case may be, reasonably believes will respect the confidential nature of such information. Any expense incident to the reasonable exercise by the Indenture Trustee, any Interest Rate Hedge Provider or any Noteholder of any right under this Section shall be borne by the Person exercising such right unless an Event of Default shall have occurred and then be continuing in which case such expenses shall be borne by the Issuer.

(b) The Issuer also agrees (i) to make available a Managing Officer on a reasonable basis to the Indenture Trustee, each Administrative Agent, each Interest Rate Hedge Provider, any Noteholder or any Prospective Owner of a Note for the purpose of answering reasonable questions respecting recent developments affecting the Issuer and (ii) to allow the Indenture Trustee, each Administrative Agent, Interest Rate Hedge Provider or any Prospective Owner of a Note to inspect the Manager's facilities during normal business hours.

Section 1305. Limitation of Rights.

Except as expressly set forth in this Indenture, this Indenture shall be binding upon the Issuer, the Noteholders and their respective successors and permitted assigns and shall not inure to the benefit of any Person other than the parties hereto, the Noteholders and the Manager as provided herein. Notwithstanding the previous sentence, the parties hereto acknowledge that each Interest Rate Hedge Provider is an express third party beneficiary hereof entitled to enforce its rights hereunder as if actually a party hereto.

Section 1306. Severability.

If any provision of this Indenture is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

The invalidity of any one or more phrases, sentences, clauses or Sections of this Indenture, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1307. Notices.

All demands, notices and communications hereunder shall be in writing, personally delivered, or by facsimile (with subsequent telephone confirmation of receipt thereof), or sent by internationally recognized overnight courier service, (a) in the case of the Indenture Trustee, at the following address: Sixth Street and Marquette Avenue, MAC N9311-161, Minneapolis, Minnesota 55479, Attention: Corporate Trust Services/Asset-Backed Administration (b) in the case of the Issuer, at the following address: Century House, 16 Par-la-Ville Road, Hamilton HM HX, Bermuda, Telephone: (441) 292-2487, Facsimile: (441) 2954164, Attention: Senior Vice President - Asset Management, with a copy to each: (i) Textainer Equipment Management Limited at its address at Century House, 16 Par-la-Ville Road, Hamilton HM HX, Bermuda, Telephone: (441) 292-2487, Facsimile: (441) 295-4164, Attention: Senior Vice President - Asset Management, and (ii) Textainer Equipment Management (U.S.) Limited at its address at 650 California Street, 16th floor, San Francisco, CA 94108, Telephone: (415) 658-8363, Facsimile: (415) 434-0599, Attention: Senior Vice President - Asset Management, and (c) in the case of an Interest Rate Hedge Provider, at its address set forth in the related Interest Rate Hedge Agreement, or at such other address as shall be designated by such party in a written notice to the other parties. Any notice required or permitted to be given to a Noteholder shall be given by certified first class mail, postage prepaid (return receipt requested), or by courier, or by facsimile, with subsequent telephone confirmation of receipt thereof, in each case at the address of such Holder as shown in the Note Register or to the telephone and fax number furnished by such Noteholder. Notice shall be effective and deemed received (a) two (2) days after being delivered to the courier service, if sent by courier, (b) upon receipt of confirmation of transmission, if sent by telecopy, or (c) when delivered, if delivered by hand.

Section 1308. Consent to Jurisdiction.

ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE ISSUER ARISING OUT OF OR RELATING TO THIS INDENTURE, OR ANY TRANSACTION CONTEMPLATED HEREBY, MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, STATE OF NEW YORK AND THE ISSUER HEREBY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND, SOLELY FOR THE PURPOSES OF ENFORCING THIS INDENTURE, THE ISSUER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE ISSUER HEREBY IRREVOCABLY APPOINTS AND DESIGNATES NATIONAL CORPORATE RESEARCH LTD., HAVING AN ADDRESS AT 10 E. 40TH STREET, 10TH FLOOR, NEW YORK, NY 10016, ITS TRUE AND LAWFUL ATTORNEY-IN-FACT AND DULY AUTHORIZED AGENT FOR THE LIMITED PURPOSE OF ACCEPTING SERVICING OF LEGAL PROCESS AND THE ISSUER AGREES THAT SERVICE OF PROCESS UPON SUCH PARTY SHALL CONSTITUTE PERSONAL SERVICE OF SUCH PROCESS ON SUCH PERSON. THE ISSUER SHALL MAINTAIN THE DESIGNATION AND APPOINTMENT OF SUCH AUTHORIZED AGENT UNTIL ALL AMOUNTS PAYABLE UNDER THIS INDENTURE SHALL HAVE BEEN PAID IN FULL. IF SUCH AGENT SHALL CEASE TO SO ACT, THE ISSUER SHALL IMMEDIATELY DESIGNATE AND APPOINT ANOTHER SUCH AGENT SATISFACTORY TO THE INDENTURE TRUSTEE AND SHALL PROMPTLY DELIVER TO THE INDENTURE TRUSTEE EVIDENCE IN WRITING OF SUCH OTHER AGENT'S ACCEPTANCE OF SUCH APPOINTMENT.

Section 1309. Captions.

The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 1310. Governing Law.

THIS INDENTURE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF NEW YORK GENERAL OBLIGATIONS LAW, BUT WITHOUT GIVING EFFECT TO ANY OTHER PRINCIPLES OF CONFLICTS OF LAW, AND THE RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES HERETO SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 1311. No Petition.

The Indenture Trustee, on its own behalf, hereby covenants and agrees, and each Noteholder by its acquisition of a Note shall be deemed to covenant and agree, that it will not institute against the Issuer any bankruptcy, reorganization, arrangement insolvency or liquidation Proceedings, or other Proceedings under any federal or state bankruptcy or similar law, at any time other than on a date which is at least one (1) year and one (1) day after the last date on which any Note of any Series was Outstanding.

Section 1312. General Interpretive Principles.

For purposes of this Indenture except as otherwise expressly provided or unless the context otherwise requires:

(a) the defined terms in this Indenture shall include the plural as well as the singular, and the use of any gender herein shall be deemed to include any other gender;

(b) accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date hereof;

(c) references herein to “Articles”, “Sections”, “Subsections”, “paragraphs”, and other subdivisions without reference to a document are to designated Articles, Sections, Subsections, paragraphs and other subdivisions of this Indenture;

(d) a reference to a Subsection without further reference to a Section is a reference to such Subsection as contained in the same Section in which the reference appears, and this rule shall also apply to paragraphs and other subdivisions;

(e) the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular provision;

(f) the term “include” or “including” shall mean without limitation by reason of enumeration; and

(g) When referring to Section 302 or Section 806 of this Indenture, the term “or” shall be additive and not exclusive.

Section 1313. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AS AGAINST THE OTHER PARTIES HERETO, ANY RIGHTS IT MAY HAVE TO A JURY TRIAL IN RESPECT OF ANY CIVIL ACTION OR PROCEEDING (WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE), INCLUDING ANY COUNTERCLAIM, ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY OTHER OPERATIVE DOCUMENT, INCLUDING IN RESPECT OF THE NEGOTIATION, ADMINISTRATION OR ENFORCEMENT HEREOF OR THEREOF.

Section 1314. Waiver of Immunity. To the extent that any party hereto or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from any legal actions, suits or Proceedings, from set off or counterclaim, from the jurisdiction or judgment of any competent court, from service of process, from execution of a judgment, from attachment prior to judgment, from attachment in aid of execution, or from execution prior to judgment, or other legal process in any jurisdiction, such party, for itself and its successors and assigns and its property, does hereby irrevocably and unconditionally waive, and agrees not to plead or claim, any such immunity with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Indenture, the other Related Documents or the subject matter hereof or thereof, subject, in each case, to the provisions of the Related Documents and mandatory requirements of Applicable Law.

Section 1315. Judgment Currency. The parties hereto (A) acknowledge that the matters contemplated by this Indenture are part of an international financing transaction and (B) hereby agree that (i) specification and payment of Dollars is of the essence, (ii) Dollars shall be the currency of account in the case of all obligations under the Related Documents unless otherwise expressly provided herein or therein, (iii) the payment obligations of the parties under the Related Documents shall not be discharged by an amount paid in a currency or in a place other than that specified with respect to such obligations, whether pursuant to a judgment or otherwise, except to the extent actually received by the Person entitled thereto and converted into Dollars by such Person (it being understood and agreed that, if any transaction party shall so receive an amount in a currency other than Dollars, it shall (A) if it is not the Person entitled to receive payment, promptly return the same (in the currency in which received) to the Person from whom it was received or (B) if it is the Person entitled to receive payment, either, in its sole discretion, (x) promptly return the same (in the currency in which received) to the Person from whom it was received or (y) subject to reasonable commercial practices, promptly cause the conversion of the same into Dollars), (iv) to the extent that the amount so paid on prompt conversion to Dollars under normal commercial practices does not yield the requisite amount of Dollars, the obligee of such payment shall have a separate cause of action against the party

obligated to make the relevant payment for the additional amount necessary to yield the amount due and owing under the Related Documents, (v) if, for the purpose of obtaining a judgment in any court with respect to any obligation under any of the Related Documents, it shall be necessary to convert to any other currency any amount in Dollars due thereunder and a change shall occur between the rate of exchange applied in making such conversion and the rate of exchange prevailing on the date of payment of such judgment, the obligor in respect of such obligation will pay such additional amounts (if any) as may be necessary to insure that the amount paid on the date of payment is the amount in such other currency which, when converted into Dollars and transferred to New York City, New York, in accordance with normal banking procedures, will result in realization of the amount then due in Dollars and (vi) any amount due under this paragraph shall be due as a separate debt and shall not be affected by or merged into any judgment being obtained for any other sum due under or in respect of the Related Documents.

Section 1316. Statutory References. References in this Indenture and each other Related Document for any Series to any section of the Uniform Commercial Code or the UCC shall mean, on or after the effective date of adoption of any revision to the Uniform Commercial Code or the UCC in the State of New York, such revised or successor section thereto.

Section 1317. Counterparts. This Indenture may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Indenture by facsimile shall be effective as delivery of a manually executed counterpart of this Indenture.

Section 1318. Transactions Under Prior Agreement. On the Restatement Date, the Prior Agreement shall be amended and restated as provided in this Indenture and shall be superseded by this Indenture. The terms and conditions of this Indenture shall apply to all of the Liens created by, and all of the rights, obligations and remedies incurred by, the Issuer under the Prior Agreement, and the Issuer agrees that this Indenture is not intended to constitute a discharge of the indebtedness owing under the Prior Agreement.

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused this Indenture to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TEXTAINER MARINE CONTAINERS IV LIMITED

By: /s/ Christopher C. Morris
Name: Christopher Morris, Executive Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Indenture Trustee

By: /s/ Kristen L. Puttin
Name:
Title:

Exhibit 4.45

TEXTAINER MARINE CONTAINERS IV LIMITED
Issuer

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
Indenture Trustee

AMENDED AND RESTATED SERIES 2013-1 SUPPLEMENT

Dated as of February 4, 2015

TO

AMENDED AND RESTATED INDENTURE

Dated as of February 4, 2015

SERIES 2013-1 NOTES

EXHIBITS

This AMENDED AND RESTATED SERIES 2013-1 SUPPLEMENT, dated as of February 4, 2015 (as amended, modified and supplemented from time to time in accordance with the terms hereof, this "**Supplement**"), is entered into between TEXTAINER MARINE CONTAINERS IV LIMITED, a Bermuda company (the "**Issuer**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee (the "**Indenture Trustee**").

WHEREAS, pursuant to the Series 2013-1 Supplement, dated as of August 5, 2013 (as amended and supplemented from time to time in accordance with its terms, the "**Prior Agreement**"), between the Issuer and the Indenture Trustee, the Issuer issued the Series 2013-1 Notes pursuant to the terms of the Indenture, dated as of August 5, 2013 (as amended and restated on the Restatement Date and as amended or supplemented thereafter, the "**Indenture**"); and

WHEREAS, the Issuer and the Indenture Trustee (acting at the direction of all of the Series 2013-1 Noteholders) desire to amend certain provisions of the Prior Agreement as of the Restatement Date and, for ease of reference, to restate in its entirety the terms and conditions of the Prior Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Definitions; Calculation Guidelines

Section 101. Definitions. (a) Whenever used in this Supplement, the following words and phrases shall have the following meanings, and the definitions of such terms are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

"**Administrative Agent**" means the Person performing the duties of the Administrative Agent under the Administration Agreement; initially, Royal Bank of Canada, a Canadian chartered bank acting through a New York Branch.

"**Administrative Agent Fee**" shall have the meaning set forth in the Administration Agreement, as such agreement may be amended, modified and restated from time to time in accordance with its terms.

"**Administration Agreement**" means the Amended and Restated Administration Agreement, dated as of the Restatement Date, among the Issuer, the Manager, the Indenture Trustee and Royal Bank of Canada, a Canadian chartered bank acting through a New York Branch, as administrative agent, as such agreement may be amended, modified and restated from time to time in accordance with its terms.

"**Affected Purchaser**" means each Purchaser who represents and warrants that (i) charges relating to the "liquidity coverage ratio" under Basel III are currently being recognized internally on interests or obligations of the committed lending in the bank group and (ii) has in place or is actively seeking upon renewals a similar delayed funding option in transactions similar to the transactions contemplated by this agreement, at the time a Series 2013 -1 Advance is requested.

"**Affected Funding Date**" shall have the meaning set forth in **Section 207(b)**.

"**Affected Funding Period**" shall have the meaning set forth in **Section 207(e)**.

"**Affected Portion**" shall have the meaning set forth in **Section 207(b)**.

"**Affected Purchase Notice**" shall have the meaning set forth in **Section 207(b)**.

"**Aggregate Series 2013-1 Commitment Amount"**means, as of any date of determination, an amount equal to the sum of all Series 2013-1 Note Commitments then in effect.

"**Aggregate Series 2013-1 Note Principal Balance"**means, as of any date of determination, an amount equal to the sum of the Series 2013-1 Note Principal Balances of all Series 2013-1 Notes then Outstanding.

"**Alternative Rate**" means on any day for any Series 2013-1 Advance allocated to an Interest Accrual Period, an interest rate per annum equal to the Base Rate if, on or before the first day of such Interest Accrual Period, a Series 2013-1 Noteholder (or an agent thereof) or its Deal Agent shall have notified the Issuer that a Eurodollar Disruption Event has occurred with respect to such Series 2013-1 Noteholder or, if applicable, a member of its Related Group.

"**Applicable Margin**" means, with respect to each day during an Interest Accrual Period on which a Series 2013-1 Advance by a Series 2013-1 Noteholder is unpaid, one of the following amounts for such Series 2013-1 Advance:

(A) for each date occurring prior to the Conversion Date, one and ninety five hundredths of one percent (1.95%) per annum; and

(B) for each date on or subsequent to the Conversion Date, two and ninety five hundredths of one percent (2.95%) per annum.

"**Back-up Data Files**" shall have the meaning set forth in the Management Agreement.

"**Back-up Manager**" shall mean any Person designated as the "Back-up Manager" pursuant to the Manager Transfer Facilitator Agreement.

"**Base Rate**" means, on any date, a fluctuating rate of interest per annum equal to the higher of (i) the Federal Funds Effective Rate in effect on such date plus one half of one percent (0.50%), and (ii) the Prime Rate in effect on such date. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective on the opening of business on the date of such change.

"**Breakage Costs**" means any amount or amounts as shall compensate a Series 2013-1 Noteholder for any loss, cost or expense incurred by such Series 2013-1 Noteholder or a member of its Related Group in connection with funding obtained by it with respect to a Series 2013-1 Advance (as reasonably determined by the related Deal Agent in its sole discretion on behalf of such Series 2013-1 Noteholder) as a result of (i) the failure of the Issuer to accept funding of a Series 2013-1 Advance in accordance with a Funding Notice submitted by Issuer, or (ii) the failure of the Issuer to make a prepayment in accordance with the terms of any of the Indenture, this Supplement or the Series 2013-1 Note Purchase Agreement, or (iii) the Issuer making a payment of principal on a Series 2013-1 Note on a day other than a Payment Date. Nothing contained herein shall obligate the Issuer to pay Breakage Costs with respect to any prepayment actually made by the Issuer on a Payment Date.

"**Change in Law**" means the occurrence, after the Restatement Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlement, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities pursuant to Basel III, and (z) the implementation or application of, or compliance with, CRD IV (as defined below) or CRR (as defined below), or any law or regulation that implements or applies CRD IV or CRR shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued or implemented. As used herein, "CRD IV" means Directive 2013/36/EU of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directive 2006/48/EC and 2006/49/EC, and "CRR" means regulation (EU) no. 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending regulation (EU) No. 648/2012.

"**Closing Date**" means August 5, 2013.

"**Control Party**" means, for Series 2013-1, Series 2013-1 Noteholders representing more than fifty percent (50%) of the Aggregate Series 2013-1 Commitment Amount (or, if the Conversion Date has occurred, the then Unpaid Principal Balance for Series 2013-1); *provided, however*, that the following additional conditions shall apply:

(A) with respect to any waiver or amendment of a Series-Specific Event of Default or Series-Specific Manager Default, or of a Series-Specific Early Amortization Event not addressed in clause (B) below, one of the following:

(x) if two or more Series 2013-1 Noteholders shall each have Series 2013-1 Note Commitments of more than $75,000,000, the Control Party shall mean Series 2013-1 Noteholders (including at least two such Series 2013-1 Noteholders having Series 2013-1 Note Commitments of more than $75,000,000) holding Series 2013-1 Note Commitments (or, if the Conversion Date has occurred, Series 2013-1 Note Principal Balances) representing more than fifty percent (50%) of Aggregate Series 2013-1 Commitment Amount (or, if the Conversion Date has occurred, the Unpaid Principal Balance for Series 2013-1), or

(y) at any time that clause (x) does not apply, the Control Party for the matters described in clause (A) above shall mean all of Series 2013-1 Noteholders; and

(B) with respect to any waiver or amendment of any Series-Specific Early Amortization Event described in **Section 401(a)(iii)**, **(v)**, **(vi)** or **(vii)**, **the Control Party shall mean all of Series 2013-1 Noteholders.**

"**Conversion Date**" means the earlier to occur of (i) the first date on which a Series 2013-1 Early Amortization Event or a Series 2013-1 Event of Default has occurred, and (ii) the Stated Conversion Date, as such date in this **clause (ii)** may be extended from time to time in accordance with the terms and subject to the conditions, of Section 2.5 of the Series 2013-1 Note Purchase Agreement. For sake of clarity, the Conversion Date will be deemed to have occurred and the Series 2013-1 Note Commitments terminated regardless of any subsequent cure of such Series 2013-1 Early Amortization Event or Series 2013-1 Event of Default.

"**Deal Agent**" shall have the meaning set forth in the Series 2013-1 Note Purchase Agreement.

"**Default Interest**" means, for any Payment Date, the amount of incremental interest payable on the Series 2013-1 Notes in accordance with the provisions of **Section 203(b)**.

"**Defaulting Noteholder**" means any Series 2013-1 Noteholder (or, if applicable, any member of its Related Group) that (a) has failed to fund any portion of any Series 2013-1 Advances required to be funded by it hereunder or under the Series 2013-1 Note Purchase Agreement, unless such Series 2013-1 Noteholder notifies the Administrative Agent and the Issuer in writing that such failure is the result of such Series 2013-1 Noteholder's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, within two Business Days of the date required to be funded by it hereunder, (b) has otherwise failed to pay over to the Administrative Agent or any other Series 2013-1 Noteholder any other amount required to be paid by it (or, if applicable) under the Series 2013-1 Related Documents within two Business Days of the date when due, unless the subject of a good faith dispute, (c) has notified the Issuer or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Series 2013-1 Noteholder's obligation to fund a Series 2013-1 Advance and states that such position is based on such Series 2013-1

Noteholder's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (d) has failed, within three Business Days after written request by the Administrative Agent or the Issuer, to confirm in writing to the Administrative Agent and the Issuer that it will comply with its prospective funding obligations hereunder (provided that such Series 2013-1 Noteholder shall cease to be a Defaulting Noteholder pursuant to this clause (d) upon receipt of such written confirmation by the Administrative Agent and the Issuer), or (e) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Insolvency Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Series 2013-1 Noteholder shall not be a Defaulting Noteholder solely by virtue of the ownership or acquisition of any equity interest in that Series 2013-1 Noteholder or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Series 2013-1 Noteholder with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Series 2013-1 Noteholder (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Series 2013-1 Noteholder. Any determination by the Administrative Agent that a Series 2013-1 Noteholder is a Defaulting Noteholder under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Series 2013-1 Noteholder shall be deemed to be a Defaulting Noteholder (subject to Section 211(c)) upon delivery of written notice of such determination to the Issuer and each Series 2013-1 Noteholder.

"**Disposition Adjustment**" means, as of any date of determination, the amount (if a positive number) by which (i) one hundred ten percent (110%), exceeds (ii) the lowest Three Month Disposition Ratio during the six (6) consecutive calendar months ending on the last day of the calendar month immediately preceding the month in which such date of determination occurs.

"**Disposition Ratio**" means each of the following:

(a) the quotient of (i) the sum of all gross disposition proceeds for all Disposition Ratio Containers of all of TGH's Subsidiaries (collectively, "**TGH Group Disposed Containers**") disposed of during the most recent 6 months (or, if fewer than 6,000 TGH Group Disposed Containers have been disposed of during such six month period, such longer period as is necessary to include a sample of at least 6,000 TGH Group Disposed Containers disposed) (such period, which shall be rounded to the end of the Collection Period in which the last Container in such group was sold, the "**TGH Disposition Measurement Period**") over (ii) the sum of the Net Book Values on the last day of the month preceding such disposition of all TGH Group Disposed Containers disposed of during the TGH Disposition Measurement Period; or

(b) the quotient of (i) the sum of all gross disposition proceeds for all Disposition Ratio Containers of the Issuer (collectively, "**Issuer Disposed Containers**") disposed of during the most recent 6 months (or, if fewer than 3,000 Issuer Disposed Containers have been disposed of during such six month period, such longer period as is necessary to

include a sample of at least 3,000 Issuer Disposed Containers disposed) (such period, which shall be rounded to the end of the Collection Period in which the last Container in such group was sold, the "**TMCL IV Disposition Measurement Period**") over (ii) the sum of the Net Book Values on the last day of the month preceding such disposition of all Issuer Disposed Containers disposed of during the TMCL IV Disposition Measurement Period.

"**Disposition Ratio Container**" means any Managed Container sold or otherwise disposed of, other than in any sale or disposition (A) made to the Manager or any Affiliate of the Manager, (B) pursuant to the exercise of a purchase option contained in a Lease, or (C) due to a Casualty Loss.

"**Dollars**" and the sign "$" mean lawful money of the United States of America.

"**EBIT**" means, for any Person on a consolidated basis during any fiscal period, earnings (loss) before Interest Expense and taxes for such Person and its Subsidiaries, including gains and losses from the sale of assets and foreign exchange transactions, but excluding (A) gains or losses resulting from changes in the applicable depreciation policy and (B) unrealized gain and loss arising from the implementation of FAS 133.

"**EBIT Ratio**" means, for the Issuer as of the last day of each fiscal quarter commencing with the fiscal quarter ended December 31, 2014, the ratio of (x) EBIT to (y) Interest Expense, in each case for the most recently concluded six (6) fiscal quarters.

"**Eligible Interest Rate Hedge Provider**" means, at the time of execution and delivery of the related Series 2013-1 Interest Rate Hedge Agreement, any bank or other financial institution (or any party providing credit support on such Person's behalf) that (A) has (x) a long-term senior unsecured debt rating of at least "A-" from Standard & Poor's or " A3" from Moody's and (y) a short-term unsecured debt rating of at least "A-1" from Standard & Poor's or "P-1" from Moody's, or (B) is otherwise approved by the Control Party.

"**Eurodollar Disruption Event**" means with respect to all Series 2013-1 Advances allocated to any Interest Accrual Period, any of the following events or conditions: (a) a good faith determination by a Series 2013-1 Noteholder or its Deal Agent that it would be contrary to law or to the directive of any central bank or other Governmental Authority (whether or not having the force of law) to obtain Dollars in the London interbank market to make, fund or maintain any Series 2013-1 Advance for such Interest Accrual Period, (b) a good faith determination by a Series 2013-1 Noteholder or its Deal Agent that the LIBOR Rate applicable for such Interest Accrual Period does not accurately reflect the cost to the Series 2013-1 Noteholder (or, if applicable, any member of its Related Group) of making, funding or maintaining any Series 2013-1 Advance for such Interest Accrual Period, or (c) the unavailability of the London interbank market to make, fund or maintain any Series 2013-1 Advance for such Interest Accrual Period.

"**Failed Test Period**" means any Test Period during which the average Sales Proceeds per CEU realized from all sales of Managed Containers during such period is less than Seven Hundred Fifty Dollars ($750).

"**Federal Funds Effective Rate**" means for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, and determined by the applicable Deal Agent or, if such rate is not so published on the next succeeding Business Day, the average of the quotations for the day of such transactions received by the applicable Deal Agent from three federal funds brokers of recognized standing selected by it.

"**Federal Reserve Board**" means the Board of Governors of the Federal Reserve System or any successor thereto.

"**Fee Letter**" means each fee letter, dated on or about the Closing Date, between the Issuer and each Deal Agent.

"**Finance Lease Management Fee**" has the meaning set forth in **Section 404(a)(iii)**.

"**Funding Date**" shall have the meaning set forth in **Section 207(b)**.

"**Funding Notice**" shall have the meaning set forth in **Section 207(b)**.

"**Increased Costs**" means any fee, expense, increased cost or reduction in amounts receivable or rate of return on capital charged to or incurred by an Indemnified Party on account of the occurrences set forth in **Section 209**.

"**Indemnified Party**" shall have the meaning set forth in **Section 208(a)**.

"**Interest Accrual Period**" means the period beginning with, and including, a Payment Date and ending on (and including) the day before the next succeeding Payment Date; except that, in the case of the first Interest Accrual Period, the period beginning with and including the Restatement Date and ending on and including the day before the initial Payment Date.

"**Interest Expense**" means, for any Person on a consolidated basis during any fiscal period, the aggregate amount of the interest expense during such fiscal period in respect of Indebtedness of such Person and its Subsidiaries, as determined in accordance with GAAP.

"**Interest Rate Hedge Provider Required Rating Downgrade Event**" means, with respect to any Interest Rate Hedge Provider for Series 2013-1, unless waived in writing by Control Party, such Interest Rate Hedge Provider's (or any party providing credit support on its behalf) rating with respect to its unsecured and unsubordinated debt, deposit or letter of credit obligations are rated as set forth in the table below:

Rating of Interest Rate Hedge Provider	
S&P	Moody's
Long-term of "BBB" or lower	Long-term of "Baa2" or lower

"**Interest Rate Hedge Provider Required Rating Replacement Event**" means, with respect to any Interest Rate Hedge Provider for Series 2013-1, unless waived in writing by Control Party, such Interest Rate Hedge Provider's (or any party providing credit support on its behalf) rating with respect to its unsecured and unsubordinated debt, deposit or letter of credit obligations are rated as set forth in the table below:

Rating of Interest Rate Hedge Provider	
S&P	Moody's
Long-term of "BB+" or lower	Long-term of "Ba1" or lower

"Issuance Date" means, for Series 2013-1 Notes, August 5, 2013.

"**Leverage Ratio**" shall have the meaning set forth in the Management Agreement.

"**LIBOR Rate**" means for any Interest Accrual Period and any Series 2013-1 Advance, an interest rate per annum equal to the average per annum rate of interest determined by the Indenture Trustee (and notified to each of the Issuer, the Manager and the Administrative Agent) on the basis of the offered rates for deposits in Dollars for an amount equal to the requested advance of funds and for a term equal to either (i) with respect to any Series 2013-1 Advance made on the first day of such Interest Accrual Period, the applicable Interest Accrual Period or (ii) with respect to any Series 2013-1 Advance not made on the first day of such Interest Accrual Period, a term equal to the period remaining in the applicable Interest Accrual Period (*provided*, if no offered rate exists for such remaining period, the LIBOR Rate shall be interpolated on a straight-line basis based upon the LIBOR Rate for each of (i) the closest quoted period greater than such remaining period and (ii) the closest quoted period shorter than such remaining period), and commencing on the first day of such Interest Accrual Period, displayed on the Reuters screen "LIBOR01", or any successor service for the purpose of displaying the London Interbank rates of major banks for Dollars (or such other page as may replace the Reuters screen "LIBOR01" on that service or such other service or services as may be denominated by the British Bankers' Association for the purpose of displaying London Interbank offered rates for Dollar deposits), as of 11:00 A.M. (London time) on the Business Day which is the LIBOR Determination Date. If the Reuters Screen LIBO Page is not available, then "LIBOR Rate" shall mean the rate per annum equal to the average rate at which the principal London offices of Royal Bank of Canada and Bank of America, N.A. (or their respective successors) are

offered dollar deposits at or about 10:00 a.m., New York City time, two Business Days prior to the first Business Day of such Interest Accrual Period in the London eurodollar interbank market for delivery on the first day of such Interest Accrual Period for one month and in a principal amount equal to an amount of not less than $1,000,000.

"**LIBOR Determination Date**" shall mean the date that is two (2) Business Days prior to the first day of any Interest Accrual Period.

"**Long-Term/PLB Management Fee**" has the meaning set forth in **Section 404(a)(ii)**.

"Manager Transfer Facilitator Agreement" means the Manager Transfer Facilitator Agreement, dated as of August 5, 2013, among the Issuer, Wells Fargo Bank, National Association as Manager Transfer Facilitator and the Indenture Trustee.

"Manager Transfer Facilitator Fee" has the meaning set forth in Manager Transfer Facilitator Agreement.

"**Master Lease Management Fee**" has the meaning set forth in **Section 404(a)(i)**.

"**Notes**" means any Series 2013-1 Note.

"**OEM**" means an original equipment manufacturer.

"**OEM Container**" means any Managed Container that was originally acquired by TL directly from the OEM of such Container.

"**Other Taxes**" shall have the meaning set forth in **Section 208(b)**.

"**Permitted Interest Withdrawal**" shall have the meaning set forth in **Section 302(b).**

"**Permitted Principal Withdrawal**" shall have the meaning set forth in **Section 302(c).**

"**Prime Rate**" means the rate announced by Royal Bank of Canada (or any successor thereto), from time to time as its "**prime rate**" or "**base rate**" in the United States, such rate to change as and when such designated rate changes. The Prime Rate is not intended to be the lowest rate of interest charged by Royal Bank of Canada (or any successor thereto) in connection with extensions of credit to debtors. For sake of clarity, the references to Royal Bank of Canada in the two preceding sentences are not intended to refer to the initial Indenture Trustee.

"**Prior Agreement**" has the meaning set forth in the Recitals to this Supplement.

"**Pro Rata Share**" means, with respect to each Series 2013-1 Noteholder as of any date of determination, a ratio (expressed as a percentage) the numerator of which is equal to

the Series 2013-1 Note Commitment (or, if the Conversion Date has occurred, the Series 2013-1 Note Principal Balance) of such Series 2013-1 Noteholder and the denominator of which is equal to the sum of the Series 2013-1 Note Commitments of all Series 2013-1 Noteholders (or, if the Conversion Date has occurred, the Unpaid Principal Balance for Series 2013-1).

"**Purchase Leaseback Container**" means any Managed Container originally acquired by TL in a Purchase Leaseback Transaction.

"**Purchase Leaseback Transaction**" means any transaction (or series of related transactions) pursuant to which TL acquired one or more Managed Containers from a third party seller that is not an OEM and, contemporaneously with such acquisition, leased such Managed Container to such third party seller or one of its Affiliates.

"**Purchaser**" shall have the meaning set forth in the Series 2013-1 Note Purchase Agreement.

"**Restatement Date**" means February 4, 2015.

"**Restricted Issuance**" means (i) any commercial paper or (ii) any share, participation, or other interest in the property of the Issuer or an obligation of the Issuer that, in the case of either clause (i) or clause (ii), (a) is either represented by (1) an instrument issued in bearer or registered form containing a CUSIP number, or (2) if it is not represented by an instrument, is registered in books maintained to record transfers by or on behalf of the Issuer, and (b) is cleared through DTC or dealt in on a securities exchange or market, and (c) either (1) is one of a class or series or (2) by its terms is divisible into a class or series of shares, participations, interests, or obligations.

"**Sale Management Fee**" has the meaning set forth in **Section 404(a)(iv)**.

"**Sales Proceeds**" has the meaning set forth in the Management Agreement.

"**Series 2013-1**" means the Series of Notes the terms of which are specified in this Supplement.

"**Series 2013-1 Advance**" means any advance of funds made by, or on behalf of, a Series 2013-1 Noteholder pursuant to **Section 207(b)**. For purposes of clarification, only portions of a requested Series 2013-1 Advance actually funded shall be included in calculating the amount of any Series 2013-1 Advance outstanding on any date of determination (and, for example, no Affected Portion shall be included during the Affected Funding Period in any calculation of Series 2013-1 Advances until actually funded by the applicable Affected Purchaser).

"Series 2013-1 Advance Rate" means one of the following:

(A) for all OEM Containers, all Third Party Purchased Containers and Purchase Leaseback Containers (which in the case of Purchase Leaseback Containers do not in aggregate exceed an amount equal to twenty percent (20%) of the Aggregate Net Book Value), the difference (but not less than zero) of (x) eighty percent (80%) minus (y) the Disposition Adjustment (if any) then in effect (such difference, the "**Clause A Advance Rate**"); and

(B) for each Purchase Leaseback Container not covered in clause (A) but up to a maximum amount equal to forty percent (40%) of the Aggregate Net Book Value (for an avoidance of doubt this percentage includes the twenty percent (20%) referenced in clause (A), the difference (but not less than zero) of (i) seventy-two and one-half of one percent (72.5%) minus (ii) the Disposition Adjustment (if any) then in effect (such difference, the "**Clause B Advance Rate**");

provided, *however*, that for the period commencing on the Restatement Date and ending on the Payment Date occurring on or after the earlier to occur of (x) the next Transfer Date following the Restatement Date and (y) April 1, 2015, the Clause B Advance Rate shall be deemed to be eighty percent (80%).

Purchase Leaseback Containers that are not included in either clause (A) or clause (B) shall have a Series 2013-1 Advance Rate equal to zero.

"Series 2013-1 Asset Base" means, as of any date of determination, an amount equal to the sum of (a) the product of (i) Asset Allocation Percentage for Series 2013-1 in effect on such date of determination, (ii) a percentage equal to one hundred percent (100%) minus the Series 2013-1 Required Overcollateralization Percentage in effect on such date of determination and (iii) the sum of (x) the Aggregate Net Book Value (measured as of the last day of the immediately preceding calendar month) and (y) the aggregate outstanding balance of receivables resulting from the sale or disposition of Eligible Containers which have not been outstanding for more than 60 days, plus (b) an amount equal to the sum of (i) the amount of cash and Eligible Investments on deposit in the Series 2013-1 Restricted Cash Account on such date of determination, and (ii) an amount equal to the product of (x) the Asset Allocation Percentage for Series 2013-1 in effect on such date of determination and (y) the amount of cash and Eligible Investments on deposit in the Excess Funding Account on such date of determination.

"Series 2013-1 Available Funds" means, as of any Payment Date, an amount equal to the sum of (i) an amount equal to the product of (x) the Available Distribution Amount for such Payment Date and (y) the Collection Allocation Percentage for Series 2013-1 in effect on such Payment Date, (ii) all amounts transferred to the Series 2013-1 Series Account from the Series 2013-1 Restricted Cash Account on such Payment Date, (iii) all amounts received by the Issuer since the immediately preceding Payment Date pursuant to any Series 2013-1 Interest Rate Hedge Agreement, (iv) if a Series 2013-1 Early Amortization Event shall have occurred and then be continuing, the amount of funds transferred to the Series 2013-1 Series Account from the Excess Funding Account on such Payment Date, and (v) the amount of any Shared Available Funds (as defined in the Supplements for each other Series of Notes then Outstanding) deposited to the Series 2013-1 Series Account on such Payment Date in accordance with the terms of the Supplement for each other Series of Notes then Outstanding.

"Series 2013-1 Early Amortization Event"means, for Series 2013-1, the existence of either of the following: (i) a Trust Early Amortization Event set forth in the Indenture shall have occurred and then be continuing in accordance with the terms of the Indenture, or (ii) a Series-Specific Early Amortization Event for Series 2013-1 set forth in Section 401 hereof shall have occurred and then be continuing.

"Series 2013-1 Event of Default" means, for Series 2013-1, the existence of either of the following: (i) a Trust Event of Default set forth in the Indenture shall have occurred and then be continuing in accordance with the terms of the Indenture, or (ii) a Series-Specific Event of Default set forth in Section 403 of this Supplement shall have occurred and then be continuing.

"Series 2013-1 Excess Concentration Percentage" means, as of any date of determination, an amount (stated as a percentage) equal to the sum (without duplication) of the following percentages:

(a) Maximum Concentration of Operating Leases to Insolvent Lessees. The amount by which (x) the sum of the Net Book Values of all Eligible Containers that are currently under an operating lease to an insolvent lessee, divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) twenty percent (20%);

(b) Maximum Concentration of Operating Leases to Delinquent Insolvent Lessees. The amount by which (x) the sum of the Net Book Values of all Eligible Containers that are currently under an operating lease to an insolvent lessee who is more than 150 days delinquent in the payment of any amounts owed to Textainer, divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) zero percent (0%);

(c) Maximum Concentration of Dry Freight Special Containers. The amount by which (x) the sum of the Net Book Values of all Eligible Containers that are dry freight specialized Containers (other than refrigerated containers), divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) seven percent (7%) (for purposes of clarity, the specialized Containers referenced in this clause (c) includes tank Containers);

(d) Maximum Concentration of Refrigerated Containers (Total). The amount by which (x) the sum of the Net Book Values of all Eligible Containers that are refrigerated containers, divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) twenty percent (20%);

(e) Maximum Concentration of Finance Leases (Total). The amount by which (x) the sum of the Net Book Values of all Eligible Containers that are then subject to a Finance Lease, divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) twenty percent (20%);

(f) Maximum Concentration of Non-Monthly Rental Payments. The amount by which (x) the sum of the Net Book Values of all Eligible Containers subject to Leases for which rentals are payable less frequently than monthly divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) two percent (2%);

(g) Maximum Concentration of Non-U.S. Currency Rentals. The amount by which (x) the sum of the Net Book Values of all Eligible Containers subject to Leases for which rentals are payable in a currency other than Dollars and which are not the subject of a currency hedge agreement divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) two percent (2%);

(h) Maximum Concentration of Non-Marine Cargo Users. The amount by which (x) the sum of the Net Book Values of all Eligible Containers subject to Leases under which the lessee is a Person that is not a marine cargo user divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) seven percent (7%);

(i) Maximum Concentration of any Ten Lessees. The amount by which (x) the sum of the Net Book Values of all Eligible Containers then on lease to any ten lessees or sublessees, divided by the Aggregate Net Book Value, expressed as a percentage, exceeds (y) seventy-five percent (75%);

(j) Maximum Concentration of a Single Lessee. The amount by which (x) the sum of the Net Book Values of all Eligible Containers then on lease to any single lessee divided by the Aggregate Net Book Value, expressed as a percentage, exceeds twenty percent (20%);

(k) Maximum Concentration of a Single Lessee with respect to Finance Leases. The amount by which (x) the sum of the Net Book Values of all Eligible Containers that are then subject to a Finance Lease with any single lessee divided by the Aggregate Net Book Value, expressed as a percentage, exceeds five percent (5%);

(l) U.S. Government Leases. The amount by which (x) the sum of the Net Book Values of all Eligible Containers on Lease to the U.S. government, divided by the Aggregate Net Book Value, exceeds (y) four percent (4%); *provided* that Leases for which (i) compliance with the Federal Assignment of Claims Act have been evidenced by a favorable Opinion of Counsel or (ii) the U.S. government has executed a consent to assignment shall not be included in the foregoing clause (x);

(m) Aged Refrigerated Container. The amount by which (x) the sum of the Net Book Values of all Eligible Containers that are (i) refrigerated Containers and (ii) twelve (12) years and older (measured from the manufacture date of such Container), divided by the Aggregate Net Book Value, exceeds (y) five percent (5%);

(n) Twenty Year Aged Containers. The amount by which (x) the sum of the Net Book Values of all Eligible Containers (other than refrigerated Containers) that are twenty (20) years or older (measured from the manufacture date of such Container), divided by the Aggregate Net Book Value, exceeds five percent (5%); and

(o) Non-OEM Containers. The amount by which (x) the sum of the Net Book Values of all Third Party Purchased Containers and Purchase Leaseback Containers, divided by the Aggregate Net Book Value, exceeds (y) seventy percent (70%).

"**Series 2013-1 Interest Rate Hedge Agreement**" means any Interest Rate Hedge Agreement entered into in accordance with **Section 406**.

"**Series 2013-1 Legal Final Payment Date**" means that date that is two years after the Stated Conversion Date.

"**Series 2013-1 Management Fee**" has the meaning set forth in **Section 404(a)**.

"**Series 2013-1 Manager Default**" means, for Series 2013-1, the existence of either of the following: (i) a Trust Manager Default shall have occurred and then be continuing in accordance with the terms of the Management Agreement, or (ii) a Series-Specific Manager Default set forth in Section 402 of this Supplement shall have occurred and then be continuing.

"**Series 2013-1 Note**" means any one of the notes issued pursuant to the terms hereof, substantially in the form of **Exhibit A**, and shall include any and all replacements or substitutions of such notes.

"**Series 2013-1 Note Commitment**" means, for each Series 2013-1 Noteholder (excluding, however, any Series 2013-1 Noteholder which is a CP Purchaser), the commitment of such Series 2013-1 Noteholder to fund Series 2013-1 Advances in an aggregate amount outstanding at any point in time not to exceed the amount set forth opposite such Series 2013-1 Noteholder name on the signature pages of the Series 2013-1 Note Purchase Agreement, as such amount may be modified in accordance with the terms thereof. After the Conversion Date, the Series 2013-1 Note Commitment for each Series 2013-1 Noteholder shall be equal to the Series 2013-1 Note Principal Balance of the Series 2013-1 Note owned by such Series 2013-1 Noteholder.

"**Series 2013-1 Note Interest Payment**" means for each Payment Date, an amount equal to the sum, for each Series 2013-1 Advance outstanding for each day during the related Interest Accrual Period, of the product of (i) if the Alternative Rate shall then be in effect, (A) the principal amount of such Series 2013-1 Advance, (B) an interest rate equal to the sum of (x) the Base Rate in effect and (y) the Applicable Margin, and (C) 1/365 or 1/366, as applicable, or (ii) if clause (i) above shall not apply, (A) the principal amount of such Series 2013-1 Advance, (B) an interest rate equal to the sum of (x) the LIBOR Rate for such Interest Accrual Period and (y) the Applicable Margin, and (C) 1/360. For purposes of clarification, no Series 2013-1 Note Interest Payment shall be due (and no interest shall accrue hereunder) with respect to any portion of any Series 2013-1 Advance on any day during the related Interest Accrual Period on which such portion shall not actually have been funded by the applicable Series 2013-1 Noteholder (such as, e.g., any Affected Portion of a Series 2013-1 Advance during the applicable Affected Funding Period until actually funded by the applicable Affected Purchaser).

"**Series 2013-1 Note Principal Balance**" means, with respect to any Series 2013-1 Note as of any date of determination, an amount equal to the difference of (x) all Series 2013-1 Advances actually made by, or on behalf of, the related Series 2013-1 Noteholder (excluding any Affected Portion that has not actually been funded), minus (y) the aggregate amount of all repayments of such Series 2013-1 Advances actually paid to the related Series 2013-1 Noteholder subsequent to the Closing Date.

"**Series 2013-1 Note Purchase Agreement**" means the Amended and Restated Series 2013-1 Note Purchase Agreement, dated as of the Restatement Date, among the Issuer, the Purchasers, and the Deal Agents named therein, as amended, supplemented or otherwise modified from time to time in accordance with its terms.

"**Series 2013-1 Noteholder**" means, at any time of determination for the Series 2013-1 Notes, any Person in whose name a Series 2013-1 Note is registered in the Note Register, and shall be deemed to include each Purchaser and each related CP Purchaser.

"**Series 2013-1 Related Documents**" means any and all of the Indenture, this Supplement, the Series 2013-1 Notes, the Management Agreement, the Contribution and Sale Agreement, each Container Transfer Agreement, the Series 2013-1 Note Purchase Agreement, the Administration Agreement, the Manager Transfer Facilitator Agreement, each Series 2013-1 Interest Rate Hedge Agreement (upon execution thereof), each Fee Letter and any and all other agreements, documents and instruments executed and delivered by or on behalf or in support of the Issuer with respect to the issuance, sale and/or syndication of the Series 2013-1 Notes, as any of the foregoing may from time to time be amended, modified, supplemented or renewed.

"**Series 2013-1 Required Overcollateralization Percentage**" means a percentage equal to (a) the difference of (i) one hundred percent (100%), minus (ii) the Weighted Series 2013-1 Advance Rate, plus (b) the Series 2013-1 Excess Concentration Percentage.

"**Series 2013-1 Required Payments**" means the following: (A) if neither a Series 2013-1 Early Amortization Event nor a Series 2013-1 Event of Default is then continuing, the payments specified in **Section 303(b)(i)** through **(xiii)**, (B) if a Series 2013-1 Early Amortization Event shall then be continuing but no Series 2013-1 Event of Default shall then be continuing (or a Series 2013-1 Event of Default is continuing but the Series 2013-1 Notes have not been accelerated in accordance with the Indenture), the payments set forth in **Section 303(c)(i)** through **(xvii)**, or (C) if a Series 2013-1 Event of Default shall then be continuing and the Series 2013-1 Notes have been accelerated in accordance with the Indenture and such consequence shall not have been rescinded or annulled, the payments set forth in **Section 303(d)(i)** through **(xvi)**. All such Series 2013-1 Required Payments shall be paid in ascending numerical order, with no payment being made to in respect of any item set forth in a clause having a higher numeric value until all payments outlined in any clause having a lower numeric value have been paid in full.

"**Series 2013-1 Restricted Cash Account**" shall have the meaning set forth in **Section 302(a)**.

"**Series 2013-1 Restricted Cash Amount**" means, as of any Payment Date, an amount equal to the product of (a) five (5), (b) one-twelfth, (c) the rate applicable pursuant to clause (i)(B) or (ii)(B) (as applicable) of the definition of "Series 2013-1 Note Interest Payment", and (d) the Unpaid Principal Balance for Series 2013-1 as of such Payment Date, which Unpaid Principal Balance shall be calculated after giving effect to all advances of principal and principal payments made on such Payment Date.

"**Series 2013-1 Series Account**" means the account of that name established in accordance with **Section 301**.

"**Series 2013-1 Series-Specific Collateral**" shall have the meaning set forth in **Section 213(a)**.

"**Series 2013-1 Shared Available Funds**" means, for the Series 2013-1 Notes on any Payment Date, the portion of the Series 2013-1 Available Funds remaining after giving effect to all distributions required to be made on such Payment Date pursuant to **Sections 303(b)(i)** through **(xiii)**, **Section 303(c)(i)** through **(xvii)**, **or Section 303(d)(i)** through **(xvi)**, as the case may be.

"**Sharing Series**" means, any Series of Notes that provides for the sharing with Series 2013-1 of shared available funds for such Series of Notes.

"**Stated Conversion Date**" has the meaning set forth in the Series 2013-1 Note Purchase Agreement.

"**Step Up Warehouse Fee**" means, for the Series 2013-1 Notes, for each Payment Date occurring on or following the Conversion Date, an amount equal to the sum, for each Series 2013-1 Advance outstanding for each day during the related Interest Accrual Period, of the product of (i) if the Alternative Rate shall then be in effect, (A) the principal amount of such Series 2013-1 Advance, (B) an interest rate equal to the sum of (x) the Base Rate in effect and (y) the Step Up Warehouse Fee Percentage, and (C) 1/365 or 1/366, as applicable and (D) the number of days from the prior Payment Date to such Payment Date, or (ii) if clause (i) above shall not apply, (A) the principal amount of such Series 2013-1 Advance, (B) an interest rate equal to the sum of (x) the LIBOR Rate for such Interest Accrual Period and (y) the Step Up Warehouse Fee Percentage, and (C) 1/360 and (D) the number of days from the prior Payment Date to such Payment Date. For the avoidance of doubt, any Step Up Warehouse Fee that shall be due and payable on any Payment Date shall be considered a portion of, and not a separate fee from, the then applicable Series 2013-1 Note Interest Payment for such Payment Date.

"**Step Up Warehouse Fee Percentage**" means a percentage equal to the difference between (x) the Applicable Margin set forth in clause (B) in the definition thereof, minus (y) the Applicable Margin set forth in clause (A) in the definition thereof.

"**Supplemental Principal Payment Amount**" shall have the meaning set forth in **Section 205(a)**.

"**Taxes**" shall have the meaning set forth in **Section 208(a)**.

"**Test Period**" means, with respect to any Payment Date, the period of six consecutive calendar months ending on the last day of the calendar month immediately preceding the month in which such Payment Date occurs.

"**Third Party Purchased Container**" means any Managed Container that was originally acquired by TL from a Person that is not the OEM of such Container in a transaction that was not a Purchase Leaseback Transaction.

"**Three Month Disposition Ratio**" means the lower of the amounts set forth in clauses (a) and (b) below:

(a) the quotient of (i) the sum of all gross disposition proceeds for all Disposition Ratio Containers of all of TGH's Subsidiaries (collectively, "**TGH Group Disposed Containers**") disposed of during the most recent three months (or, if fewer than 3,000 TGH Group Disposed Containers have been disposed of during such three month period, such longer period as is necessary to include a sample of at least 3,000 TGH Group Disposed Containers disposed) (such period, which shall be rounded to the end of the Collection Period in which the last Container in such group was sold, the "**TGH Disposition Measurement Period**") over (ii) the sum of the Net Book Values on the last day of the month preceding such disposition of all TGH Group Disposed Containers disposed of during the TGH Disposition Measurement Period; or

(b) the quotient of (i) the sum of all gross disposition proceeds for all Disposition Ratio Containers of the Issuer (collectively, "**Issuer Disposed Containers**") disposed of during the most recent three months (or, if fewer than 1,500 Issuer Disposed Containers have been disposed of during such three month period, such longer period as is necessary to include a sample of at least 1,500 Issuer Disposed Containers disposed) (such period, which shall be rounded to the end of the Collection Period in which the last Container in such group was sold, the "**TMCL IV Disposition Measurement Period**") over (ii) the sum of the Net Book Values on the last day of the month preceding such disposition of all Issuer Disposed Containers disposed of during the TMCL IV Disposition Measurement Period.

"**TL**" means Textainer Limited, an exempted company incorporated and existing under the laws of Bermuda.

"**Unused Commitment**" means, with respect to each Series 2013-1 Noteholder as of any date of determination, the excess of (i) the Series 2013-1 Note Commitment then in effect for such Series 2013-1 Noteholder, over (ii) the Series 2013-1 Note Principal Balance of the Series 2013-1 Note owned by such Series 2013-1 Noteholder as of such date of determination, measured after giving effect to all Series 2013-1 Advances made and all principal payments to be received by such Series 2013-1 Noteholder on such date of determination.

"**Unused Fee**" shall have the meaning set forth in **Section 207(f)**.

"**Unused Fee Percentage**" means as of any date of determination, one of the following:

(x) Four hundred eighty five thousandths of one percent (0.485%) per annum, if the quotient (expressed as a percentage) obtained by dividing (A) the Aggregate Series 2013-1 Note Principal Balance by (B) the Aggregate Series 2013-1 Note Commitments is less than fifty percent (50%) as of such date of determination; or

(y) If the circumstances in the foregoing clause (x) are not applicable as of any such date of determination, four tenths of one percent (0.40%) per annum.

"**Weighted Series 2013-1 Advance Rate**" means as of any date of determination, an amount equal to the sum of:

(A) an amount equal to the product of:

(x) the Clause A Advance Rate (as such term is defined in the definition of Series 2013-1 Advance Rate); and

(y) a fraction,

(i) the numerator of which is an amount equal to the sum of (1) the sum of the Net Book Values of all OEM Containers and Third Party Purchased Containers; and (2) an amount equal to the lesser of:

(A) the sum of the Net Book Values of all Purchase Leaseback Containers; and

(B) an amount equal to the product of twenty percent (20%) and the Aggregate Net Book Value, and

(ii) the denominator of which is equal to the Aggregate Net Book Value; and

(B) an amount equal to the product of:

(x) the Clause B Advance Rate (as such term is defined in the definition of Series 2013-1 Advance Rate); and

(y) a fraction,

(i) the numerator of which is an amount by which (1) the sum of the Net Book Values of all Purchase Leaseback Containers exceeds (2) an amount equal to the product of twenty percent (20%) of the Aggregate Net Book Value; provided however, that such amount may not exceed an amount equal to the product of twenty percent (20%) of the Aggregate Net Book Value; and

(ii) the denominator of which is equal to the Aggregate Net Book Value.

(b) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Indenture or, if not defined therein, as defined in the Series 2013-1 Note Purchase Agreement.

(c) References in this Supplement and any other Series 2013-1 Related Document to any section of the Uniform Commercial Code or the UCC shall mean, on or after the effective date of adoption of any revision to the Uniform Commercial Code or the UCC in the applicable jurisdiction, such revised or successor section thereto.

ARTICLE II

Creation of the Series 2013-1 Notes

Section 201. Designation.

(a) There is hereby created a Series of Notes to be issued in one Class pursuant to the Indenture and this Supplement to be known respectively as "Textainer Marine Containers IV Limited Asset-Backed Notes, Series 2013-1". The Series 2013-1 Notes were issued on the Issuance Date in the initial maximum principal balance of Three Hundred Million Dollars ($300,000,000). The Series 2013-1 Notes are being issued in a single Class. All of the Series 2013-1 Notes are Senior Notes and each Series 2013-1 Note will be equally entitled to payments owing by the Issuer to the Series 2013-1 Noteholders pursuant to the terms of this Supplement.

(b) Payments of principal and interest on the Series 2013-1 Notes shall be payable from funds on deposit in the Series 2013-1 Series Account at the times and in the amounts set forth in Article III of the Indenture and Article III of this Supplement.

(c) Each Series 2013-1 Note is classified as a "Warehouse Note" (as such term is defined in the Indenture).

(d) The Series 2013-1 Notes will not be rated on the Closing Date by any Rating Agency.

(e) Each of the following terms defined in the Indenture shall have the following meanings with respect to the Series 2013-1 Notes:

(i) The "Advance Rate" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Advance Rate" (as defined in Section 101(a)).

(ii) The "Asset Base" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Asset Base" (as defined in Section 101(a)).

(iii) The "Excess Concentration Percentage" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Excess Concentration Percentage" (as defined in Section 101(a)).

(iv) There is no "Expected Final Payment Date" (as defined in the Indenture) for Series 2013-1.

(v) The "Interest Payment" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Note Interest Payment" (as defined in Section 101(a)).

(vi) The "Legal Final Payment Date" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Legal Final Payment Date" (as defined in Section 101(a)).

(vii) The initial "Record Date" (as defined in the Indenture) for Series 2013-1 shall be the Closing Date.

(viii) The "Related Documents" for Series 2013-1, as such term is used in the Indenture, shall be the Series 2013-1 Related Documents (as defined in Section 101(a)).

(ix) The "Required Overcollateralization Percentage" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Required Overcollateralization Percentage" (as defined in Section 101(a)).

(x) The "Required Payments" for the Series 2013-1 Notes shall be the "Series 2013-1 Required Payments" (as defined in Section 101(a))

(xi) The "Restricted Cash Account" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Restricted Cash Account" (as defined in Section 101(a)).

(xii) The "Restricted Cash Amount" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Restricted Cash Amount" (as defined in Section 101(a)).

(xiii) The "Series Account" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Series Account" (as defined in Section 101(a)).

(xiv) The "Series-Specific Collateral" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Series-Specific Collateral" (as defined in Section 101(a)).

(xv) The "Series-Specific Early Amortization Events" (as defined in the Indenture) for Series 2013-1 shall be as defined in Section 401(a).

(xvi) The "Series-Specific Manager Defaults" (as defined in the Indenture) for Series 2013-1 shall be as defined in Section 402(a).

(xvii) The "Series-Specific Events of Default" (as defined in the Indenture) for Series 2013-1 shall be as defined in Section 403(a).

(xviii) The "Shared Available Funds" (as defined in the Indenture) for Series 2013-1 shall be the "Series 2013-1 Shared Available Funds" (as defined in Section 101(a)).

(xix) "Rating Agency Condition" (as defined in the Indenture) for Series 2013-1 means, in addition to the meaning set forth in the Indenture, the following: So long as the Series 2013-1 Notes shall remain unrated by a nationally recognized statistical rating organization, the Rating Agency Condition shall mean that the Control Party for the Series 2013-1 Notes shall also have consented to the applicable action or decision.

(f) The form of Asset Base Report attached as **Exhibit D** shall be an additional form of Asset Base Report (as defined in the Indenture).

(g) The form of Manager Report attached as **Exhibit E** shall be an additional form of Manager Report (as defined in the Management Agreement).

(h) The initial Payment Date with respect to the Series 2013-1 Notes occurred on September 20, 2013; the initial Payment Date following the Restatement Date shall occur on February 20, 2015.

(i) In the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Indenture, the terms and provisions of this Supplement shall govern.

Section 202. Authentication and Delivery.

(a) On the Restatement Date, the Issuer shall sign, and shall direct the Indenture Trustee in writing pursuant to Section 204 of the Indenture to duly authenticate, and the Indenture Trustee, upon receiving such direction, shall (i) authenticate (by manual, electronic (PDF) or facsimile signature, including by separate counterparts) the Series 2013-1 Notes, subject to compliance with the conditions precedent set forth in **Section 501** and the Series 2013-1 Note Purchase Agreement, in accordance with such written directions and (ii) subject to compliance with the conditions precedent set forth in **Section 501** and the Series 2013-1 Note Purchase Agreement, deliver such Series 2013-1 Notes to the Series 2013-1 Noteholders in accordance with such written directions.

(b) In accordance with Section 202 of the Indenture, the Series 2013-1 Notes shall be represented by one or more Definitive Notes.

(c) The Series 2013-1 Notes shall be executed by manual, electronic (including by PDF) or facsimile signature on behalf of the Issuer by any officer of the Issuer and shall be substantially in the form of **Exhibit A**.

(d) The Series 2013-1 Notes shall be issued in minimum denominations of $250,000 and in integral multiples of $100,000 in excess thereof.

Section 203. Interest Payments on the Series 2013-1 Notes.

(a) Interest on Series 2013-1 Notes. Interest will be payable on the Series 2013-1 Notes on each Payment Date in an amount equal to the Series 2013-1 Note Interest Payment. Such interest shall be payable on each Payment Date from amounts on deposit in the Series 2013-1 Series Account in accordance with Section 302 of the Indenture and **Section 303**.

(b) Interest on Overdue Amounts. If the Issuer shall default in the payment of (i) the Series 2013-1 Note Principal Balance of any Series 2013-1 Note on the Series 2013-1

Legal Final Payment Date, or (ii) the Series 2013-1 Note Interest Payment on any Series 2013-1 Note on any Payment Date, or (iii) any other amount becoming due under this Supplement, the Issuer shall, from time to time, pay additional interest on such unpaid amounts, to the extent permitted by Applicable Law, at a rate per annum equal to two percent (2.0%) for the period during which such principal, interest or other amount shall be unpaid from the due date of such payment to the date of actual payment thereof (after as well as before judgment). Default Interest shall accrue regardless of whether the Series 2013-1 Notes have been accelerated and shall be payable at the times and subject to the priorities set forth in **Section 303**.

(c) Maximum Interest Rate. In no event shall the interest charged with respect to a Series 2013-1 Note exceed the maximum amount permitted by Applicable Law. If at any time the interest rate charged with respect to the Series 2013-1 Notes exceeds the maximum rate permitted by Applicable Law, the rate of interest to accrue pursuant to this Supplement and such Series 2013-1 Note shall be limited to the maximum rate permitted by Applicable Law, but any subsequent reductions in the LIBOR Rate or Alternative Rate, as the case may be, shall not reduce the interest to accrue on such Series 2013-1 Note below the maximum amount permitted by Applicable Law until the total amount of interest accrued on such Series 2013-1 Note equals the amount of interest that would have accrued if a varying rate per annum equal to the interest rate had at all times been in effect. If the total amount of interest paid or accrued on the Series 2013-1 Note under the foregoing provisions is less than the total amount of interest that would have accrued if the interest rate had at all times been in effect, the Issuer agrees to pay to the Series 2013-1 Noteholders an amount equal to the difference between (a) the lesser of (i) the amount of interest that would have accrued if the maximum rate permitted by Applicable Law had at all times been in effect, or (ii) the amount of interest that would have accrued if the interest rate had at all times been in effect, and (b) the amount of interest actually paid in accordance with the other provisions hereof.

Section 204. Principal Payments on the Series 2013-1 Notes.

(a) The principal balance of the Series 2013-1 Notes shall be payable on each Payment Date from amounts on deposit in the Series 2013-1 Series Account in an amount equal to (i) so long as no Series 2013-1 Early Amortization Event or Series 2013-1 Event of Default is continuing, the Supplemental Principal Payment Amount for such Payment Date, to the extent that funds are available for such purpose in accordance with the provisions of **Section 303(b)**, or (ii) if a Series 2013-1 Early Amortization Event is then continuing but no Series 2013-1 Event of Default is continuing (or a Series 2013-1 Event of Default is continuing but the Series 2013-1 Notes have not been accelerated in accordance with the provisions of Section 802 of the Indenture or **Section 403(b)** of this Supplement), the then Unpaid Principal Balance for Series 2013-1 shall be payable in full to the extent that funds are available for such purposes in accordance with the provisions of **Section 303(c)**. There are no Minimum Principal Payment Amounts or Scheduled Principal Payment Amounts for Series 2013-1.

(b) The unpaid principal amount of each Series 2013-1 Note, together with all unpaid interest (including all Default Interest), fees, expenses, costs and other amounts payable by the Issuer to the Series 2013-1 Noteholders, the Indenture Trustee and any Interest Rate Hedge Provider pursuant to the terms of the Indenture and this Supplement, shall be due and payable in full on the earlier to occur of (x) the date on which a Series 2013-1 Event of Default shall occur and the Series 2013-1 Notes have been accelerated in accordance with the provisions of Section 802 of the Indenture, and (y) the Series 2013-1 Legal Final Payment Date.

Section 205. Prepayment of Principal on the Series 2013-1 Notes.

(a) Mandatory - Supplemental Principal Payment Amount. The Issuer shall be required to prepay the Unpaid Principal Balance for Series 2013-1 on any Payment Date in the amount of, and to the extent that, on such Payment Date the Unpaid Principal Balance for Series 2013-1 exceeds an amount equal to the Series 2013-1 Asset Base, determined as of the last day of the month immediately preceding such Payment Date (the "**Supplemental Principal Payment Amount**"). The Supplemental Principal Payment Amount shall be paid to each Series 2013-1 Noteholder in accordance with its respective Pro Rata Share in accordance with the priority of payments set forth in **Section 303**. The provisions of this **Section 205(a)** shall be applied before any payments are made pursuant to **Section 205(b)**. The calculation of such Supplemental Principal Payment Amount shall be evidenced by the Asset Base Certificate received by the Indenture Trustee on or before the applicable Determination Date.

(b) Optional. The Issuer will have the option to prepay, without premium, all, or a portion of, the Unpaid Principal Balance for Series 2013-1, in a minimum amount of Two Hundred Fifty Thousand Dollars ($250,000). Any such Prepayment with respect to Series 2013-1 shall also include accrued interest to the date of Prepayment on the principal balance being prepaid, and, if such prepayment is made on a Business Day other than a Payment Date, any Breakage Costs attributable to such Prepayment. The Issuer may not make such Prepayment from funds in the Trust Account, the Excess Funding Account, the Series 2013-1 Series Account or the Series 2013-1 Restricted Cash Account, except to the extent that funds in any such account would otherwise be payable to the Issuer in accordance with the terms hereof and of the Indenture. In the event of any Prepayment of the Series 2013-1 Notes in accordance with this **Section 205(b)** or any other provision of the Indenture, the Issuer shall reduce the notional amount of the Series 2013-1 Interest Rate Hedge Agreement(s) in accordance with **Section 406** and pay any termination, notional reduction, breakage or other fees or costs assessed by any Interest Rate Hedge Provider. The Issuer must provide advance notice of at least two Business Days to the Indenture Trustee of any such optional Prepayment, which notice shall be irrevocable when delivered.

Section 206. Payments of Principal and Interest.

All payments of principal and interest on the Series 2013-1 Notes shall be paid to the Series 2013-1 Noteholders reflected in the Note Register as of the related Record Date by wire transfer of immediately available funds for receipt prior to 11:00 a.m. (New York City time) on the related Payment Date. Any payments received by the Series 2013-1 Noteholders after 11:00 a.m. (New York City time) on any day shall be considered to have been received on the next succeeding Business Day.

Section 207. Amounts and Terms of Series 2013-1 Noteholder Commitments; Payments.

(a) Subject to the terms and conditions hereof and the Series 2013-1 Note Purchase Agreement, each Series 2013-1 Noteholder agrees to make available to the Issuer or continue its Series 2013-1 Note Commitment on the Restatement Date.

(b) Prior to the Conversion Date, each Series 2013-1 Note shall be a revolving note with a maximum principal amount equal to the then Series 2013-1 Note Commitment of such Series 2013-1 Noteholder. Each Deal Agent shall maintain records of all Series 2013-1 Advances and repayments made on each Series 2013-1 Note, which records shall, absent manifest error, be conclusive. On any Business Day requested by the Issuer in an irrevocable writing in the form of **Exhibit B** (a "**Funding Notice**"), delivered by not later than 5:00 p.m. (New York City time) on the third (3rd) preceding Business Day, subject to satisfaction of all applicable conditions precedent set forth in the Series 2013-1 Note Purchase Agreement and in **Section 502** (and, in the case of the initial Series 2013-1 Advance, **Section 501**), and subject to the following sentence, each Series 2013-1 Noteholder shall deposit in the account designated by the Issuer by wire transfer of same day funds an amount equal to its Pro Rata Share of the requested Series 2013-1 Advance on the date for such Series 2013-1 Advance set forth in a properly completed Funding Notice (the "**Funding Date**" for such Series 2013-1 Advance). Notwithstanding the preceding sentence, if any Purchaser intends that all or any portion of its Pro Rata Share of a requested Series 2013-1 Advance be funded by an Affected Purchaser in its Related Group, and such Purchaser shall have provided the Indenture Trustee and the Issuer with a written notice (such notice, an "**Affected Purchase Notice**"), not later than the second Business Day prior to the Funding Date, stating (i) that such Purchaser intends for a CP Purchaser in its Related Group to fund all or a portion of such Purchaser's Pro Rata Share of the requested Series 2013-1 Advance, (ii) the name of such Affected Purchaser and certifying that such CP Purchaser is an Affected Purchaser, and (iii) the amount of such Purchaser's Pro Rata Share of the requested Series 2013-1 Advance to be funded by such Affected Purchaser (the "**Affected Portion**"), then (x) the three Business Day time period described in the foregoing sentence shall apply only to such Purchaser's Pro Rata Share of the requested Series 2013-1 Advance that is not an Affected Portion (such portion, the "**Ordinary Portion**"), and such Purchaser shall fund the Ordinary Portion on the requested Funding Date, and (y) the Affected Portion shall be funded as set forth in the following sentence. An Affected Purchaser shall fulfill its funding obligations in respect of, and will fund, the Affected Portion of a requested Series 2013-1 Advance by not later than the thirty-fifth (35th) day following Issuer's delivery of the related Funding Notice (the "**Affected Funding Date**"). Delivery of an Affected Purchase Notice shall not alter the obligation of any Purchaser to fund its Ordinary Portion on the applicable Funding Date.

(c) Each Series 2013-1 Advance by a Series 2013-1 Noteholder shall be in the amount set forth in Section 2.1(e) of the Series 2013-1 Note Purchase Agreement. In the event that any Series 2013-1 Noteholder fails to make a Series 2013-1 Advance in accordance with its Series 2013-1 Note Commitment, then the other Series 2013-1 Noteholder(s) shall not be obligated to fund the Pro Rata Share of the Series 2013-1 Advance of the defaulted Series 2013-1 Noteholder(s).

(d) Each Funding Notice shall constitute an affirmation by Issuer that all of the conditions precedent set forth in **Section 502** and Section 3.2 of the Series 2013-1 Note Purchase Agreement are true, correct and complete in all material respects to the same extent as

though made on and as of the date of the request, except to the extent such representations and warranties specifically relate to an earlier date, in which event they shall be true, correct and complete in all material respects as of such earlier date.

(e) If a Series 2013-1 Noteholder fails to fund a requested Series 2013-1 Advance pursuant to a valid Funding Notice made in accordance with **Section 207(b)**, the Issuer shall promptly notify the Indenture Trustee that such Person should be classified as a Defaulting Noteholder. Thereafter, the Issuer may notify the Indenture Trustee of any subsequent change in such classification. Notwithstanding the foregoing, between the Funding Date and the Affected Funding Date for any Series 2013-1 Advance (the "**Affected Funding Period**"), no Series 2013-1 Noteholder that has delivered an Affected Purchase Notice shall constitute a Defaulting Noteholder solely by virtue of not yet having funded its Affected Portion.

(f) Subject to **Section 211(a)(iii)**, on each Payment Date, the Issuer shall pay an unused fee (the "**Unused Fee**") to each Series 2013-1 Noteholder in an amount equal to the sum, for each day during the immediately preceding Interest Accrual Period, of the product of (x) the applicable Unused Fee Percentage on such date, (y)1/360 and (z)the Unused Commitment of such Series 2013-1 Noteholder on such date. Such Unused Fee shall be payable from amounts then on deposit in the Series 2013-1 Series Account in accordance with **Section 303**.

Section 208. Taxes.

(a) In addition to payments of principal and interest on the Series 2013-1 Notes when due, the Issuer shall pay, but only in accordance with the priorities for distributions set forth in **Section 303**, to each affected Series 2013-1 Noteholder and any member of its Related Group that has advanced funds to, sold, committed to advance funds to, or committed to purchase from a Series 2013-1 Noteholder, an interest in the Series 2013-1 Note owned by such Series 2013-1 Noteholder (such Series 2013-1 Noteholder or any such member of its Related Group being an "**Indemnified Party**"), any and all present or future taxes, fees, duties, levies, imposts, or charges, or any other similar deduction or withholding, imposed by any Governmental Authority on payments owing by the Issuer to such Indemnified Party, and all liabilities with respect thereto, excluding (i) taxes imposed by the jurisdiction in which that Indemnified Party's principal office is located (and/or the office where such Indemnified Party books its investment in its Series 2013-1 Note) on all or part of the net income, profits or gains of such Indemnified Party and (ii) interest, penalties, and additions thereto arising out of such Indemnified Party's action or inaction (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "**Taxes**").

(b) In addition, the Issuer shall pay, subject to the priorities set forth in **Section 303**, any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Supplement or any other documents related to the issuance of the Series 2013-1 Notes (hereinafter referred to as "**Other Taxes**").

(c) If any Taxes or Other Taxes are directly asserted or imposed against any Indemnified Party, the Issuer shall indemnify and hold harmless such Indemnified Party, subject

to the priorities for distribution set forth in **Section 303**, for the full amount of the Taxes or Other Taxes (including any Taxes or Other Taxes asserted or imposed by any jurisdiction on amounts payable under this **Section 208**) paid by the Indemnified Party and any liability (including penalties, interest, additions to tax and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted or imposed. If the Issuer fails to pay any Taxes or Other Taxes when due to the appropriate taxing authority or fails to remit to the Indemnified Party the required receipts or other required documentary evidence, the Issuer shall indemnify the Indemnified Party for any incremental Taxes or Other Taxes, interest or penalties that may become payable by the Indemnified Party as a result of any such failure. Payment under this indemnification shall be made in accordance with the priorities for distributions set forth in **Section 303** after the Indemnified Party makes written demand therefor. The Indemnified Party shall give prompt notice to Issuer of any assertion of Taxes or Other Taxes so that Issuer may, at its option, contest such assertion.

(d) Within thirty (30) days after the date of any payment by the Issuer of Taxes or Other Taxes, the Issuer shall furnish to each Series 2013-1 Noteholder the original or a certified copy of a receipt evidencing payment thereof, or other evidence of payment reasonably satisfactory to such Series 2013-1 Noteholder.

(e) Taxes and Other Taxes shall not constitute a "claim" (as defined in Section 101(5) of the Bankruptcy Code) against the Issuer or the Collateral in the event there are insufficient funds to make such payments in accordance with the payment priorities set forth in **Section 303**.

(f) On or before the date it acquires a Series 2013-1 Note (and, so long as it may properly do so, periodically thereafter, as requested by Issuer, to keep forms up to date), each Indemnified Party that is organized under the laws of a jurisdiction outside the United States of America shall deliver to the Indenture Trustee any certificates, documents or other evidence that shall be required by the Code (or any regulations issued pursuant thereto) to establish that, assuming the Series 2013-1 Notes are properly characterized as indebtedness, it is exempt from existing United States Federal withholding requirements, including (i) two original copies of Internal Revenue Service Form 1001 or Form 4224 or successor applicable form, properly completed and duly executed by the Series 2013-1 Noteholder certifying that it is entitled to receive payments under this Supplement without deduction or withholding of any United States Federal income taxes, and (ii) an original copy of Internal Revenue Service Form W-8 or W-9 or applicable successor form, properly completed and duly executed; *provided*, that if any Series 2013-1 Noteholder does not comply with this **Section 208(f)**, amounts payable to such Series 2013-1 Noteholder under this **Section 208** shall be limited to amounts that would have been payable under this **Section 208** if such Series 2013-1 Noteholder had so complied.

Section 209. Increased Costs; Reserves on LIBOR Rate Loans.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Series 2013-1 Noteholder (or any member of its Related Group) (except any reserve requirement contemplated by the definition of LIBOR Rate);

(ii) subject any Indemnified Party to any taxes described in clause (i) of the definition of Excluded Taxes on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Series 2013-1 Noteholder (or any member of its Related Group) or the London interbank market any other condition, cost or expense affecting this Supplement or any Series 2013-1 Advance the interest on which is determined by reference to the LIBOR Rate made by such Series 2013-1 Noteholder (or any member of its Related Group);

and the result of any of the foregoing shall be to increase the cost to such Series 2013-1 Noteholder (or any member of its Related Group) of making, converting to, continuing or maintaining any Series 2013-1 Advance the interest on which is determined by reference to the LIBOR Rate (or of maintaining its obligation to make any such Series 2013-1 Advance, or to reduce the amount of any sum received or receivable by such Series 2013-1 Noteholder hereunder (whether of principal, interest or any other amount) then, upon request of such Series 2013-1 Noteholder, the Issuer will pay to such Series 2013-1 Noteholder such additional amount or amounts as will compensate such Series 2013-1 Noteholder for such additional costs incurred or reduction suffered, subject to the limitations set forth in **Sections 209(c)** and **(d)**.

(b) Capital Requirements. If any Series 2013-1 Noteholder determines that any Change in Law affecting such Series 2013-1 Noteholder, such Series 2013-1 Noteholder's holding company, if any, or other member of its Related Group regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Series 2013-1 Noteholder's capital, or on the capital or liquidity of such Series 2013-1 Noteholder's holding company, if any, or other member of its Related Group as a consequence of this Supplement, the Series 2013-1 Note Commitment of such Series 2013-1 Noteholder or the Series 2013-1 Advances made by such Series 2013-1 Noteholder, to a level below that which such Series 2013-1 Noteholder or such Series 2013-1 Noteholder's holding company could have achieved but for such Change in Law (taking into consideration such Series 2013-1 Noteholder's policies and the policies of such Series 2013-1 Noteholder's holding company with respect to capital adequacy or liquidity (other than a change solely in such policy)), then the Issuer will pay to such Series 2013-1 Noteholder on each Payment Date in accordance with the priority of payments set forth in Section 303 such additional amount or amounts as will compensate such Series 2013-1 Noteholder or such Series 2013-1 Noteholder's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of an Indemnified Party setting forth the amount or amounts necessary to compensate such Indemnified Party, as specified in **Section 209(a)** or **(b)** and delivered to the Issuer shall be conclusive absent manifest error; provided that such certificate (i) sets forth in reasonable detail the amount or amounts payable to such Indemnified Party pursuant to such **Section 209(a)** or **(b)**, (ii) explains the methodology used to determine such amount, (iii) states that the applicable increased costs or

reductions were suffered no more than ninety (90) days (or, if the circumstances giving rise to such increased costs or reductions were retroactive, such period in excess of ninety (90) days as includes the period of retroactive effect) prior to the date of such certificate, and (iv) states that such amount is consistent with amounts that such Indemnified Party has required other similarly situated borrowers or obligors to pay with respect to such increased costs or reductions. The Issuer shall pay such Series 2013-1 Noteholder the amount shown as due on any such certificate in accordance with the priority of payments set forth in the Indenture and this Supplement. Such amounts shall not constitute a "claim" (as defined in Section 101(5) of the Bankruptcy Code) against the Issuer or the Collateral in the event there are insufficient funds to make such payments in accordance with the payment priorities set forth in **Section 303**.

(d) Delay in Requests. Failure or delay on the part of any Indemnified Party (if so entitled) to demand compensation pursuant to the foregoing provisions of this **Section 209** shall not constitute a waiver of such Indemnified Party's right to demand such compensation; provided that the Issuer shall not be required to compensate an Indemnified Party pursuant to the foregoing provisions of this **Section 209** for any increased costs incurred or reductions (i) suffered more than ninety (90) days prior to the date that such Indemnified Party notifies the Issuer of the Change in Law giving rise to such increased costs or reductions and of such Indemnified Party's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the ninety (90) day period referred to above shall be extended to include the period of retroactive effect thereof) or (ii) if such Indemnified Party has not required other similarly situated borrowers or obligors to pay comparable amounts with respect to such increased costs or reductions.

Section 210. Replacement of Series 2013-1 Noteholder; Survival.

(a) The Issuer may, at its sole expense and effort, upon not less than three Business Days prior written notice to any Indemnified Party that makes a demand pursuant to **Section 208** or **Section 209** (each an "**Affected Party**"), require such Affected Party to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in the Indenture and the Series 2013-1 Note Purchase Agreement), all of its interests, rights and obligations under its Series 2013-1 Note to an assignee that shall assume such assigned obligations (which assignee may or may not be another Series 2013-1 Noteholder, if a Series 2013-1 Noteholder accepts such assignment, but is not required to be another Series 2013-1 Noteholder); provided that (A) such Affected Party shall have received payment of an amount equal to the outstanding principal of its Series 2013-1 Note, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including any amounts that have been accrued pursuant to **Section 208** and/or **Section 209**, as applicable) and under the other Series 2013-1 Related Documents from the Issuer or the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Issuer (in the case of all other amounts); and (B) such assignment does not conflict with Applicable Law.

(b) All of the Issuer's obligations under Sections 208 and 209 shall survive termination of the Series 2013-1 Note Commitments, repayment of all obligations of the Issuer under this Supplement and resignation of the Administrative Agent.

Section 211. Defaulting Noteholders.

(a) Adjustments. Notwithstanding anything to the contrary contained in any Series 2013-1 Related Document, if any Series 2013-1 Noteholder becomes a Defaulting Noteholder, then, until such time as that Series 2013-1 Noteholder is no longer a Defaulting Noteholder, to the extent permitted by applicable law:

(i) Waivers and Amendments. Notwithstanding anything to the contrary in any Series 2013-1 Related Document, a Series 2013-1 Noteholder that is then classified as Defaulting Noteholder shall not have any right to approve or disapprove any amendment, waiver or consent under any Series 2013-1 Related Document (and any amendment, waiver or consent which by its terms requires the consent of all Series 2013-1 Noteholders or each affected Series 2013-1 Noteholder may be effected with the consent of the applicable Series 2013-1 Noteholders other than Defaulting Noteholders), except that (A) the Series 2013-1 Note Commitment of any Defaulting Noteholder may not be increased or extended without the consent of such Series 2013-1 Noteholder and (B) any waiver, amendment or modification requiring the consent of all Series 2013-1 Noteholders or each affected Series 2013-1 Noteholder that by its terms affects any Defaulting Noteholder more adversely than other affected Series 2013-1 Noteholders shall require the consent of such Defaulting Noteholder.

(ii) Limited Right of Set-off. Until the Conversion Date, any amounts on deposit in the Series 2013-1 Series Account which would otherwise be payable as principal, interest, fees or other amounts (whether payable pursuant to Section 303 or otherwise) to a Series 2013-1 Noteholder that is then classified as a Defaulting Noteholder, shall, in accordance with the written direction of the Issuer, be applied to fund to the Issuer any previously requested Series 2013-1 Advance in respect of which such Defaulting Noteholder has failed to fund its portion thereof as required by the terms of the Series 2013-1 Related Documents. Any payments, prepayments or other amounts paid or payable to a Defaulting Noteholder that are so applied shall be deemed paid to and redirected by such Defaulting Noteholder, and each Series 2013-1 Noteholder is hereby deemed to have irrevocably consented to this treatment.

(iii) Unused Fees. A Defaulting Noteholder shall not be entitled to receive any Unused Fee accrued during any period in which such Series 2013-1 Noteholder is a Defaulting Noteholder (and the Issuer shall not be required to pay any such fee that otherwise would have been required to have been paid to such Defaulting Noteholder).

(b) Replacement of Defaulting Noteholder. The Issuer may, at its sole expense and effort, upon not less than three Business Days prior written notice to a Defaulting Noteholder, require such Defaulting Noteholder to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in the Indenture), all of its interests, rights and obligations under its Series 2013-1 Note to an assignee that shall assume such assigned obligations (which assignee may or may not be another Series 2013-1 Noteholder, if a Series 2013-1 Noteholder accepts such assignment, but is not required to be another Series 2013-1 Noteholder); provided that (A) such Defaulting Noteholder shall have received payment of an

amount equal to the outstanding principal of its Series 2013-1 Note, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Series 2013-1 Related Documents, excluding Breakage Costs, from the Issuer or the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Issuer (in the case of all other amounts), except to the extent that any Unused Fees are not due and payable to such Defaulting Noteholder pursuant to Section 211(a)(iii); and (B) such assignment does not conflict with Applicable Law.

(c) Defaulting Noteholder Cure. If through the application of the provisions of **Section 211(a)(ii)** or otherwise by the Defaulting Noteholder, a Defaulting Noteholder shall have fully funded all Series 2013-1 Advances that it has previously failed to fund, such Person shall cease to be classified as a Defaulting Noteholder.

Section 212. Decrease and/or Increase in the Series 2013-1 Note Commitments .

The Issuer may decrease and/or increase the aggregate amount of the Series 2013-1 Note Commitments from time to time upon the terms and conditions set forth in Section 2.3 of the Series 2013-1 Note Purchase Agreement.

Section 213. Grant of Security Interest.

(a) In order to secure and provide for the repayment and payment of the Series 2013-1 Notes and all Series 2013-1 Interest Rate Hedge Agreements, the Issuer hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Indenture Trustee, for the benefit of the Series 2013-1 Noteholders and each Interest Rate Hedge Provider with respect to Series 2013-1, all of the Issuer's right, title and interest in and to the following (whether now or hereafter existing or accrued): (i) the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account; (ii) all funds on deposit in the Series 2013-1 Restricted Cash Account and Series 2013-1 Series Account and all Security Entitlements credited thereto from time to time; (iii) all investments made at any time and from time to time with monies in the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, such Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (items described in clauses (i) through (vi) collectively, the "**Series 2013-1 Series-Specific Collateral**"). The Indenture Trustee shall possess all right, title and interest in and to all funds on deposit from time to time in the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account and in all proceeds thereof, and shall be the only person authorized to originate Entitlement Orders with respect thereto.

(b) The Issuer hereby irrevocably authorizes the Indenture Trustee at any time, and from time to time, to file in any filing office in any UCC jurisdiction any financing statements with respect to the foregoing, including financing statements claiming a security interest in the Series 2013-1 Series-Specific Collateral; *provided, however*, that the Indenture Trustee shall have no responsibility or liability for or with respect to the perfection of any security interest.

(c) In furtherance of the foregoing, the Issuer hereby grants, assigns, conveys, mortgages, pledges, charges, hypothecates and transfers to the Indenture Trustee, for the benefit of the Series 2013-1 Noteholders and each Interest Rate Hedge Provider with respect to the Series 2013-1 Notes, a floating charge over all of the Series 2013-1 Series-Specific Collateral.

ARTICLE III

Series 2013-1 Series Account and Allocation and Application of Amounts Therein

Section 301. Series 2013-1 Series Account. The Issuer shall establish on the Closing Date and maintain, so long as any Series 2013-1 Note is Outstanding, an Eligible Account in the name of the Issuer with the Indenture Trustee which shall be designated as the Series 2013-1 Series Account, which account shall be pledged to the Indenture Trustee, for the benefit of the Series 2013-1 Noteholders and each Interest Rate Hedge Provider with respect to Series 2013-1 pursuant to the terms of this Supplement. All deposits of funds by, or for the benefit of, the Series 2013-1 Noteholders from the Trust Account, the Excess Funding Account and any Shared Available Funds received from any other Series of Notes then Outstanding, shall be accumulated in, and withdrawn from, the Series 2013-1 Series Account in accordance with the provisions of the Indenture and this Supplement.

Section 302. Restricted Cash Account for Series 2013-1.

(a) The Issuer shall establish on or prior to the Closing Date, and shall thereafter maintain so long as any Series 2013-1 Note remains Outstanding, an Eligible Account in the name of the Issuer with the Indenture Trustee which shall be designated as the "**Series 2013-1 Restricted Cash Account**", which account shall be held by the Indenture Trustee, for the benefit of the Series 2013-1 Noteholders and each Interest Rate Hedge Provider with respect to Series 2013-1 pursuant to the terms of this Supplement. On the Closing Date and on any date thereafter in the event that the Issuer receives a Capital Contribution for such purpose, the Issuer will deposit (or cause to be deposited) into the Series 2013-1 Restricted Cash Account an amount necessary to cause the amount therein to be equal to the Series 2013-1 Restricted Cash Amount. In addition, on each Payment Date amounts shall be deposited in the Series 2013-1 Restricted Cash Account in accordance with **Section 303**. The Series 2013-1 Restricted Cash Account shall not be relocated to another financial institution except in accordance with the express provisions of Section 303(d) of the Indenture. Any and all monies on deposit in such account shall be invested in Eligible Investments in accordance with Section 303 of the Indenture and shall be distributed in accordance with this **Section 302**.

(b) In the event that the Manager Report with respect to any Determination Date shall state that the funds on deposit in the Series 2013-1 Series Account will not be sufficient to make payment in full on the related Payment Date of the related Interest Payment then due for the Series 2013-1 Notes (the amount of such deficiency, the "**Permitted Interest Withdrawal**"), then the Indenture Trustee shall on such Determination Date draw on the Series 2013-1 Restricted Cash Account in an amount equal to the lesser of (x) the Permitted Interest Withdrawal, and (y) the amount then on deposit in the Series 2013-1 Restricted Cash Account.

(c) In the event that the Manager Report delivered with respect to the Determination Date immediately preceding the Series 2013-1 Legal Final Payment Date shall state that the funds on deposit in the Series 2013-1 Series Account will not be sufficient to make payment in full on the Series 2013-1 Legal Final Payment Date of the then Unpaid Principal Balance for Series 2013-1 (the amount of such deficiency, the **"Permitted Principal Withdrawal"**), then the Indenture Trustee shall on such Determination Date draw on the Series 2013-1 Restricted Cash Account in an amount equal to the least of (w) the Unpaid Principal Balance for Series 2013-1, (x) the Permitted Principal Withdrawal and (y) the amount then on deposit in the Series 2013-1 Restricted Cash Account.

(d) Drawings will be made pursuant to **Section 302(b)** before any drawing is made on the applicable Determination Date pursuant to **Section 302(d)**, and notice of each such drawing will be delivered to the Manager, by hand delivery or facsimile transmission. Any such funds actually received by the Indenture Trustee pursuant to **Section 302(b)** or **(d)** shall be used solely to make payments of the Series 2013-1 Note Interest Payment or payment of the Unpaid Principal Balance for Series 2013-1, as the case may be.

(e) On each Payment Date, the Indenture Trustee shall, in accordance with the Manager Report (or in the absence of any Manager Report, in accordance with written instructions from the Requisite Global Majority), deposit in the Series 2013-1 Series Account for distribution in accordance with the terms of this Supplement the positive difference, if any, of (i) the amounts then on deposit in the Series 2013-1 Restricted Cash Account (after giving effect to any withdrawals therefrom on such Payment Date), minus (ii) an amount equal to the Series 2013-1 Restricted Cash Amount for such Payment Date. On the Series 2013-1 Legal Final Payment Date or, at the direction of the Control Party upon the occurrence of a Series 2013-1 Event of Default, any remaining funds in the Series 2013-1 Restricted Cash Account will be deposited in the Series 2013-1 Series Account and be distributed in accordance with **Section 303**.

Section 303. Distributions from Series 2013-1 Series Account; Series-Specific Management Fees.

(a) On each Payment Date and on each other date on which any payment is to be made in accordance with **Section 203, 204** or **205**, based on the Manager Report (or in the absence of any Manager Report, in accordance with written instructions from the Requisite Global Majority), upon which the Indenture Trustee may conclusively rely, the Indenture Trustee shall distribute the Series 2013-1 Available Funds then on deposit in the Series 2013-1 Series Account in accordance with the provisions of **Section 303(b), (c)** and **(d)**.

(b) If neither a Series 2013-1 Early Amortization Event nor a Series 2013-1 Event of Default shall have occurred and shall then be continuing:

(i) To each of the following on a *pro rata* basis: (x) To the Indenture Trustee, an amount equal to the sum of (A) the Indenture Trustee's Fees then due

and payable for the Series 2013-1 Notes (subject to a per annum dollar limitation of Forty Thousand Dollars ($40,000)) and (B) an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) any amounts payable to the Indenture Trustee on such Payment Date in accordance with the provisions of Section 403(e) of the Indenture, and (y) to the Administrative Agent, the amount of Administrative Agent Fee (and any arrearages thereof) then due and payable;

(ii) To the Director Services Provider, in the amount of any unpaid fees (to the extent not previously paid) owing pursuant to the Director Services Agreement (not to exceed an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) $25,000 per annum);

(iii) To the Manager, (A) an amount equal to the Series 2013-1 Management Fee then due and payable and (B) the amount of any Management Fee Arrearage in respect of any Series 2013-1 Management Fee, but in each case only to the extent not previously withheld by the Manager in accordance with the terms of the Series 2013-1 Related Documents;

(iv) To the Manager, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) any unreimbursed Manager Advances made in accordance with the terms of the Management Agreement;

(v) To each of the following on a *pro rata* basis: (a) to the Manager Transfer Facilitator, any Manager Transfer Facilitator Fees then due and payable (not to exceed $6,000 per annum) and the payment of (or reimbursement for) the Asset Allocation Percentage of any out-of-pocket expenses incurred by the Manager Transfer Facilitator related to the actual transfer from the Manager to a Back-up Manager, and (b) to the Back-up Manager, an amount equal to the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any Back-Up Manager fees then due and payable;

(vi) To the Persons entitled thereto: (A) the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any auditing, accounting and related fees then due and payable which are classified as an Issuer Expense, and (B) the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any other Issuer Expenses then due and payable, so long as the aggregate amount paid pursuant to this clause (vi) in any calendar year would not exceed an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) Fifty Thousand Dollars ($50,000) in aggregate;

(vii) To the Administrative Agent, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) any other amounts then due and payable the Administrative Agent;

(viii) To each Interest Rate Hedge Provider on a *pro rata* basis (based on amounts then due and payable under all Series 2013-1 Interest Rate Hedge

Agreements), an amount equal to all scheduled payments and interest thereon (but excluding termination payments thereunder) then due and payable under the related Series 2013-1 Interest Rate Hedge Agreement and the amount of any arrearages thereof;

(ix) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of (A) the Series 2013-1 Note Interest Payment (exclusive of Step Up Warehouse Fees and Default Fees on the Series 2013-1 Notes) for such Payment Date and (B) the Unused Fee for such Payment Date;

(x) To the Series 2013-1 Restricted Cash Account, an amount sufficient so that the total amount on deposit in the Series 2013-1 Restricted Cash Account is equal to the Series 2013-1 Restricted Cash Amount for such Payment Date;

(xi) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of any Supplemental Principal Payment Amount for the Series 2013-1 Notes on such Payment Date;

(xii) To each Interest Rate Hedge Provider on a *pro rata* basis (based on amounts then due and payable under all Series 2013-1 Interest Rate Hedge Agreement s), an amount equal to all remaining amounts then due and payable under the related Series 2013-1 Interest Rate Hedge Agreement (after giving effect to **clause (viii)** above);

(xiii) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of an amount equal to all other amounts then due and payable to the Series 2013-1 Noteholders, including, without limitation, Step Up Warehouse Fees, Default Interest, increased costs, taxes and indemnity payments identified in this Supplement;

(xiv) To the Series Accounts of each other Series, all remaining Series 2013-1 Available Funds to be allocated to such other Series of Notes in accordance with **Section 304**;

(xv) To each of the following on a *pro rata* basis: (a) To the Manager Transfer Facilitator, an amount equal to the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any amounts then due and payable thereto, in each case in accordance with the Series 2013-1 Related Documents and after giving effect to the payment made pursuant to **clause (v)** above, and (b) to the Back-up Manager, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) any amounts then due and payable thereto, in each case in accordance with the Series 2013-1 Related Documents and after giving effect to the payment made pursuant to **clause (v)** above;

(xvi) To the Indenture Trustee, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) the Indenture Trustee's Fees, expenses and other indemnified amounts then due and payable, after giving effect to the payment made pursuant to **clause (i)** above;

(xvii) To the Director Services Provider an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) any unpaid indemnification amounts owing pursuant to the Director Services Agreement;

(xviii) To each of the following on a *pro rata* basis: (A) to the Issuer, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) the amount of any indemnity payments payable to the officers, directors and/or managers of the Issuer required to be made by the Issuer, and (B) to the Manager, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) the amount of any officer and director indemnity payments required to be made by the Manager; and

(xix) The remainder to the Excess Funding Account (for, at Issuer's option, retention therein or, while no Trust Event of Default or Asset Base Deficiency is continuing or would result therefrom, further distribution).

(c) If a Series 2013-1 Early Amortization Event shall then be continuing, but no Series 2013-1 Event of Default shall then be continuing (or a Series 2013-1 Event of Default is continuing but the Series 2013-1 Notes have not been accelerated in accordance with Section 802 of the Indenture or **Section 403(b)** of this Supplement):

(i) To each of the following on a *pro rata* basis: (x) To the Indenture Trustee, an amount equal to the sum of (A) the Indenture Trustee's Fees then due and payable for the Series 2013-1 Notes (subject to a per annum dollar limitation of Forty Thousand Dollars ($40,000)) and (B) an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) any amounts payable to the Indenture Trustee on such Payment Date in accordance with the provisions of Section 403(e) of the Indenture, and (y) to the Administrative Agent, the amount of Administrative Agent Fee (and any arrearages thereof) then due and payable;

(ii) To the Director Services Provider in the amount of any unpaid fees (to the extent not previously paid) owing pursuant to the Director Services Agreement (not to exceed an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) $25,000 per annum);

(iii) To the Manager, (A) an amount equal to the Series 2013-1 Management Fee then due and payable and (B) the amount of any Management Fee Arrearage in respect of any Series 2013-1 Management Fee, but in each case only to the extent not previously withheld by the Manager in accordance with the terms of the Series 2013-1 Related Documents;

(iv) To the Manager, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) any unreimbursed Manager Advances made in accordance with the terms of the Management Agreement;

(v) To each of the following on a *pro rata* basis: (a) To the Manager Transfer Facilitator, any Manager Transfer Facilitator Fees then due and payable (not to exceed $6,000 per annum) and the payment of (or reimbursement for) any out-of-pocket expenses incurred by the Manager Transfer Facilitator related to the actual transfer from the Manager to a Back-up Manager, and (b) to the Back-up Manager, an amount equal to the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any Back-Up Manager fees then due and payable;

(vi) To the Persons entitled thereto: (A) the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any auditing, accounting and related fees then due and payable which are classified as an Issuer Expense, and (B) the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any other Issuer Expenses then due and payable, so long as the aggregate amount paid pursuant to this clause (vi) in any calendar year would not exceed an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) Fifty Thousand Dollars ($50,000) in aggregate;

(vii) To the Administrative Agent, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) any other amounts then due and payable the Administrative Agent;

(viii) To each Interest Rate Hedge Provider on a *pro rata* basis (based on amounts then due and payable under all Series 2013-1 Interest Rate Hedge Agreement s), an amount equal to all scheduled payments and interest thereon (but excluding termination payments thereunder) then due and payable under the related Series 2013-1 Interest Rate Hedge Agreement and the amount of any arrearages thereof;

(ix) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of (A) the Series 2013-1 Note Interest Payment (exclusive of Step Up Warehouse Fees and Default Fees on the Series 2013-1 Notes) for such Payment Date and (B) the Unused Fee for such Payment Date;

(x) To the Series 2013-1 Restricted Cash Account, an amount sufficient so that the total amount on deposit in the Series 2013-1 Restricted Cash Account is equal to the Series 2013-1 Restricted Cash Amount for such Payment Date;

(xi) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of the Series 2013-1 Outstanding Principal Amount until all Series 2013-1 Notes have been paid in full;

(xii) To each Interest Rate Hedge Provider on a *pro rata* basis (based on amounts then due and payable under all Series 2013-1 Interest Rate Hedge Agreement s), an amount equal to all remaining amounts then due and payable under the related Series 2013-1 Interest Rate Hedge Agreement (after giving effect to **clause (viii)** above);

(xiii) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of an amount equal to all other amounts then due and payable to the Series 2013-1 Noteholders, including, without limitation, Step Up Warehouse Fees, Default Interest, increased costs, taxes and indemnity payments identified in this Supplement;

(xiv) To each of the following on a *pro rata* basis: (a) To the Manager Transfer Facilitator, an amount equal to the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any amounts then due and payable thereto, in each case in accordance with the Series 2013-1 Related Documents and after giving effect to the payment made pursuant to **clause (v)** above, and (b) to the Back-up Manager, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) any amounts then due and payable thereto, in each case in accordance with the Series 2013-1 Related Documents and after giving effect to the payment made pursuant to **clause (v)** above;

(xv) To the Indenture Trustee, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) the Indenture Trustee's Fees, expenses and other indemnified amounts then due and payable, after giving effect to the payment made pursuant to **clause (i)** above;

(xvi) To the Director Services Provider an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) any unpaid indemnification amounts owing pursuant to the Director Services Agreement;

(xvii) To each of the following on a *pro rata* basis: (A) to the Issuer, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) the amount of any indemnity payments payable to the officers, directors and/or managers of the Issuer required to be made by the Issuer, and (B) to the Manager, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) the amount of any officer and director indemnity payments required to be made by the Manager;

(xviii) To the Series Accounts of each other Series, all remaining Series 2013-1 Available Funds to be allocated to such other Series of Notes in accordance with **Section 304**; and

(xix) The remainder to the Excess Funding Account (for, at Issuer's option, retention therein or, while no Trust Event of Default or Asset Base Deficiency is continuing or would result therefrom, further distribution).

(d) If a Series 2013-1 Event of Default shall have occurred and then be continuing and the Series 2013-1 Notes have been accelerated in accordance with Section 802 of the Indenture or **Section 403(b)** of this Supplement and such consequence shall not have been rescinded or annulled:

(i) To each of the following on a *pro rata* basis: (x) To the Indenture Trustee, an amount equal to the sum of (A) the Indenture Trustee's Fees then due and payable for the Series 2013-1 Notes (subject to a per annum dollar limitation of Seventy-Five Thousand Dollars ($75,000)) and (B) an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) any amounts payable to the Indenture Trustee on such Payment Date in accordance with the provisions of Section 403(e) of the Indenture, and (y) to the Administrative Agent, the amount of Administrative Agent Fee (and any arrearages thereof) then due and payable;

(ii) To the Director Services Provider in the amount of any unpaid fees (to the extent not previously paid) owing pursuant to the Director Services Agreement (not to exceed an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) $25,000 per annum);

(iii) To the Manager, (A) an amount equal to the Series 2013-1 Management Fee then due and payable and (B) the amount of any Management Fee Arrearage in respect of any Series 2013-1 Management Fee, but in each case only to the extent not previously withheld by the Manager in accordance with the terms of the Series 2013-1 Related Documents;

(iv) To the Manager, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) any unreimbursed Manager Advances made in accordance with the terms of the Management Agreement;

(v) To each of the following on a *pro rata* basis: (a) To the Manager Transfer Facilitator, any Manager Transfer Facilitator Fees then due and payable (not to exceed $6,000 per annum) and the payment of (or reimbursement for) any out-of-pocket expenses incurred by the Manager Transfer Facilitator related to the actual transfer from the Manager to a Back-up Manager, and (b) to the Back-up Manager, an amount equal to the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any Back-Up Manager fees then due and payable;

(vi) To the Persons entitled thereto: (A) the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any auditing, accounting and related fees then due and payable which are classified as an Issuer Expense, and (B) the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any other Issuer Expenses then due and payable, so long as the aggregate amount paid pursuant to this clause (vi) in any calendar year would not exceed an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) Two Hundred Fifty Thousand Dollars ($250,000) in aggregate;

(vii) To the Administrative Agent, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) any other amounts then due and payable the Administrative Agent;

(viii) To each Interest Rate Hedge Provider on a *pro rata* basis (based on amounts then due and payable under all Series 2013-1 Interest Rate Hedge Agreement s), an amount equal to all scheduled payments and interest thereon (but excluding termination payments thereunder) then due and payable under the related Series 2013-1 Interest Rate Hedge Agreement and the amount of any arrearages thereof;

(ix) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of (A) the Series 2013-1 Note Interest Payment (exclusive of Step Up Warehouse Fees and Default Fees on the Series 2013-1 Notes) for such Payment Date and (B) the Unused Fee for such Payment Date;

(x) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of the Series 2013-1 Outstanding Principal Amount until all Series 2013-1 Notes have been paid in full;

(xi) To each Interest Rate Hedge Provider on a *pro rata* basis (based on amounts then due and payable under all Series 2013-1 Interest Rate Hedge Agreement s), an amount equal to all remaining amounts then due and payable under the related Series 2013-1 Interest Rate Hedge Agreement (after giving effect to **clause (viii)** above);

(xii) To each Series 2013-1 Noteholder on the immediately preceding Record Date, an amount equal to its Pro Rata Share of an amount equal to all other amounts then due and payable to the Series 2013-1 Noteholders, including, without limitation, Step Up Warehouse Fees, Default Interest, increased costs, taxes and indemnity payments identified in this Supplement;

(xiii) To each of the following on a *pro rata* basis: (a) To the Manager Transfer Facilitator, an amount equal to the product of (x) the Asset Allocation Percentage for Series 2013-1 and (y) any amounts then due and payable thereto, in each case in accordance with the Series 2013-1 Related Documents and after giving effect to the payment made pursuant to **clause (v)** above, and (b) to the Back-up Manager, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) any amounts then due and payable thereto, in each case in accordance with the Series 2013-1 Related Documents and after giving effect to the payment made pursuant to **clause (v)** above;

(xiv) To the Indenture Trustee, an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) the Indenture Trustee's Fees, expenses and other indemnified amounts then due and payable, after giving effect to the payment made pursuant to **clause (i)** above;

(xv) To the Director Services Provider an amount equal to the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) any unpaid indemnification amounts owing pursuant to the Director Services Agreement;

(xvi) To each of the following on a *pro rata* basis: (A) to the Issuer, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) the amount of any indemnity payments payable to the officers, directors and/or managers of the Issuer required to be made by the Issuer, and (B) to the Manager, an amount equal to the product of (i) the Asset Allocation Percentage for Series 2013-1 and (ii) the amount of any officer and director indemnity payments required to be made by the Manager;

(xvii) To the Series Accounts of each other Series, all remaining Series 2013-1 Available Funds to be allocated to such other Series of Notes in accordance with **Section 304**; and

(xviii) The remainder to the Excess Funding Account (for, at Issuer's option, retention therein or, while no Trust Event of Default or Asset Base Deficiency is continuing or would result therefrom, further distribution).

(e) Any amounts payable to a Series 2013-1 Noteholder pursuant to this **Section 303** shall be made by wire transfer of immediately available funds to the account that such Series 2013-1 Noteholder has designated to the Indenture Trustee in writing at least five (5) Business Days prior to the applicable Payment Date. Any amounts payable by the Issuer hereunder are contingent upon the availability of funds to make such payment in accordance with the provisions of this **Section 303** and, to the extent such funds are not available, shall not constitute a "Claim" (as defined in Section 101(5) of the Bankruptcy Code) against the Issuer in any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings involving the Issuer in the event that such amounts are not paid in accordance with this **Section 303**.

Section 304. Allocation of Series 2013-1 Shared Available Funds.

(a) All Series 2013-1 Shared Available Funds that are available for distribution to other Series of Notes in accordance with the provisions of **Section 303** shall be allocated by the Manager to each Series of Notes then Outstanding that is a Sharing Series (other than (i) the Series 2013-1 Notes and (ii) Liquidation Deficiency Series) that have a Required Payment Deficiency on such Determination Date. Allocation of Series 2013-1 Shared Available Funds to Liquidation Deficiency Series shall be made in accordance with **Section 304(b)** and only after all distributions shall have been made pursuant to this **Section 304(a)**. Allocations shall be made to each such Series having a Required Payment Deficiency in accordance with the following order of priorities, with no payment being made at any level of priority until all prior priorities have been paid in full:

First, to each Series that has not paid in full the Indenture Trustee Fees and expenses payable by, or allocable to, such Series, the amount of such unpaid Indenture Trustee Fees and expenses;

Second, to each Series that has not paid in full the fees of the Director Services Provider payable by, or allocation to, such Series, the amount of such unpaid fees;

Third, to each Series that has not paid in full the Management Fee and Management Fee Arrearages payable by, or allocable to, such Series, the amount of such unpaid Management Fee and Management Fee Arrearages;

Fourth, to each Series that has not paid in full the Manager Advances payable by, or allocable to, such Series, the amount of such unpaid Manager Advances;

Fifth, to each Series that has not paid in full the Back-up Management Fees, Manager Transfer Facilitator Fees and expenses of the Manager Transfer Facilitator payable by, or allocable to, such Series, the amount of such unpaid Back-up Management Fees, Manager Transfer Facilitator Fees and expenses of the Manager Transfer Facilitator;

Sixth, to each Series that has not paid in full the Issuer Expenses payable by, or allocable to, such Series, the amount of such unpaid Issuer Expenses;

Seventh, to each Series that has not paid in full all interest payments (excluding Default Interest) payable with respect to the Senior Notes of such Series and all commitment fees payable with respect to the Senior Notes of such Series, the amount of such unpaid interest payments and commitment fees;

Eighth, to each Series that has not paid in full all regularly scheduled payments (excluding termination payments) owing to each Interest Rate Hedge Counterparty that has entered into an Interest Rate Hedge Agreement with respect to (or allocable to) the Senior Notes of such Series, the amount of such unpaid regularly scheduled payments;

Ninth, to each Series that has not paid in full all interest payments (excluding Default Interest) payable with respect to the Subordinate Notes of such Series and all commitment fees payable with respect to the Subordinate Notes of such Series, the amount of such unpaid interest payments and commitment fees;

Tenth, to each Series that has not paid in full all Minimum Principal Payment Amounts for the Senior Notes of such Series, the amount of such unpaid Minimum Principal Payment Amounts;

Eleventh, to each Series that has not paid in full all Scheduled Principal Payment Amounts for the Senior Notes of such Series, the amount of such unpaid Scheduled Principal Payment Amounts;

Twelfth, to each Series that has not paid in full all Supplemental Principal Payment Amounts for the Senior Notes of such Series, the amount of such unpaid Supplemental Principal Payment Amounts;

Thirteenth, to each Series containing Senior Notes that have been accelerated but not paid in full, all principal amounts owing to the Holders of the Senior Notes of such Series.

Fourteenth, to each Series that has not paid in full all regularly scheduled payments (excluding termination payments) owing to each Interest Rate Hedge Counterparty that has entered into an Interest Rate Hedge Agreement with respect to (or allocable to) the Subordinate Notes of such Series, the amount of such unpaid regularly scheduled payments;

Fifteenth, to each Series that has not paid in full all Minimum Principal Payment Amounts for the Subordinate Notes of such Series, the amount of such unpaid Minimum Principal Payment Amounts;

Sixteenth, to each Series that has not paid in full all Scheduled Principal Payment Amounts for the Subordinate Notes of such Series, the amount of such unpaid Scheduled Principal Payment Amounts;

Seventeenth, to each Series that has not paid in full all Supplemental Principal Payment Amounts for the Subordinate Notes of such Series, the amount of such unpaid Supplemental Principal Payment Amounts; and

Eighteenth, to each Series containing Subordinate Notes that have been accelerated but not been paid in full, all principal amounts owing to the Holders of the Subordinate Notes of such Series.

If more than one Series shall be entitled to a distribution pursuant to a particular priority set forth in **Section 304(a)**, funds shall be allocated among each such entitled Series on a *pro rata basis* based on the relative amount owing to each such Series pursuant to such payment priority.

(b) After the application of the allocation set forth in **Section 304(a)**, any remaining Series 2013-1 Shared Available Funds shall be allocated in accordance with the following order of priorities, with no payment being made at any level of priority until all prior priorities have been paid in full:

First, to each Liquidation Deficiency Series that has not paid in full the Indenture Trustee Fees and expenses payable by, or allocable to, such Liquidation Deficiency Series, the amount of such unpaid Indenture Trustee Fees and expenses;

Second, to each Liquidation Deficiency Series that has not paid in full the fees of the Director Services Provider payable by, or allocation to, such Liquidation Deficiency Series, the amount of such unpaid fees;

Third, to each Liquidation Deficiency Series that has not paid in full the Management Fee and Management Fee Arrearages payable by, or allocable to, such Liquidation Deficiency Series, the amount of such unpaid Management Fee and Management Fee Arrearages;

Fourth, to each Liquidation Deficiency Series that has not paid in full the Manager Advances payable by, or allocable to, such Liquidation Deficiency Series, the amount of such unpaid Manager Advances;

Fifth, to each Liquidation Deficiency Series that has not paid in full the Back-up Management Fees, Manager Transfer Facilitator Fees and expenses of the Manager Transfer Facilitator payable by, or allocable to, such Liquidation Deficiency Series, the amount of such unpaid Back-up Management Fees, Manager Transfer Facilitator Fees and expenses of the Manager Transfer Facilitator;

Sixth, to each Liquidation Deficiency Series that has not paid in full all interest payments (excluding Default Interest) and commitment fees payable with respect to the Senior Notes of such Liquidation Deficiency Series, the amount of such unpaid interest payments and commitment fees to the Senior Notes of such Series;

Seventh, to each Liquidation Deficiency Series that has not paid in full all regularly scheduled payments (excluding termination payments) owing to each Interest Rate Hedge Counterparty that has entered into an Interest Rate Hedge Agreement with respect to (or allocable to) the Senior Notes of such Liquidation Deficiency Series, the amount of such unpaid regularly scheduled payments;

Eighth, to each Liquidation Deficiency Series that has not paid in full all Minimum Principal Payment Amounts to the Senior Notes of such Liquidation Deficiency Series, the amount of such unpaid Minimum Principal Payment Amounts;

Ninth, to each Liquidation Deficiency Series that has not paid in full, all Scheduled Principal Payment Amounts to the Senior Notes of such Liquidation Deficiency Series, the amount of such unpaid Scheduled Principal Payment Amounts;

Tenth, to each Liquidation Deficiency Series that has not paid in full, the Unpaid Principal Balance of the Senior Notes of such Liquidation Deficiency Series, the Unpaid Principal Balance of such Senior Notes;

Eleventh, to each Liquidation Deficiency Series that has not paid in full, all termination and all other payments owing to each Interest Rate Hedge Counterparty that has entered into an Interest Rate Hedge Agreement with respect to (or allocable to) the Senior Notes of such Liquidation Deficiency Series, the amount of such unpaid termination and other payments;

Twelfth, to each Series containing Senior Notes that have been accelerated but not paid in full, all principal amounts owing to the Holders of the Servicer Notes of such Series.

Thirteenth, to each Liquidation Deficiency Series that has not paid in full, all interest payments (excluding Default Interest) and commitment fees payable with respect to the Subordinate Notes of such Liquidation Deficiency Series, the amount of such unpaid interest payments and commitment fees;

Fourteenth, to each Liquidation Deficiency Series that has not paid in full, all regularly scheduled payments (excluding termination payments) owing to each Interest Rate Hedge Counterparty that has entered into an Interest Rate Hedge Agreement with respect to (or allocable to) the Subordinate Notes of such Liquidation Deficiency Series, the amount of such unpaid regularly scheduled payments;

Fifteenth, to each Liquidation Deficiency Series that has not paid in full, all Minimum Principal Payment Amounts to the Subordinate Notes of such Liquidation Deficiency Series, the amount of such unpaid Minimum Principal Payment Amounts;

Sixteenth, to each Liquidation Deficiency Series that has not paid in full, all Scheduled Principal Payment Amounts to the Subordinate Notes of such Liquidation Deficiency Series, the amount of such unpaid Scheduled Principal Payment Amounts; and

Seventeenth, to each Series containing Subordinate Notes that have been accelerated but not been paid in full, all principal amounts owing to the Holders of the Subordinate Notes of such Series.

If more than one Liquidation Deficiency Series shall be entitled to a distribution pursuant to a particular priority set forth in **Section 304(b)**, funds shall be allocated among each such entitled Liquidation Deficiency Series on a *pro rata* basis based on the relative amount owing to each such Liquidation Deficiency Series pursuant to such payment priority.

ARTICLE IV

Series-Specific Early Amortization Events, Manager Defaults, Events of Default and Covenants for the Series 2013-1 Notes

Section 401. Series-Specific Early Amortization Events.

(a) Each of the following events or conditions shall constitute a "**Series-Specific Early Amortization Event**" for Series 2013-1:

(i) The occurrence and continuance of a Series-Specific Event of Default;

(ii) As of any date of determination, the EBIT Ratio shall be less than 1.25 to 1.0;

(iii) As of any Payment Date, the Disposition Ratio set forth in either paragraph (a) or paragraph (b) of the definition thereof shall be less than 1.00 to 1.00;

(iv) (A) a breach of any financial covenant of TGH set forth in the documents governing any Indebtedness of TGH in an aggregate principal amount of $10,000,000 or greater (the "**Funded Debt Documents**") shall have occurred and shall not have been permanently waived within sixty (60) days thereafter by the applicable lenders, or (B) any default, not described in clause (A), under any Funded Debt Document shall have occurred and as a result the required lenders under the affected financing transaction have accelerated all or part of such Indebtedness;

(v) The Issuer shall (A) engage in a Restricted Issuance, or (B) amend the Series 2013-1 Notes subsequent to the Restatement Date in a manner such that

the Series 2013-1 Notes would constitute a Restricted Issuance or (C) consent to an action by a Series 2013-1 Noteholder or any member of its Related Group contemplated in Section 4.2(f) of the Series 2013-1 Note Purchase Agreement;

(vi) As of any Payment Date, the Unpaid Principal Balance for Series 2013-1 shall exceed the Series 2013-1 Asset Base, and such condition continues unremedied for a period of ten (10) consecutive days; and

(vii) The Stated Conversion Date occurs and is not extended by all of the Series 2013-1 Noteholders.

(b) The Series-Specific Early Amortization Event described in Section 401(a)(ii) shall be deemed no longer to be continuing, if such condition does not exist on any two consecutive subsequent Payment Dates, immediately upon such second consecutive Payment Date.

(c) The Series-Specific Early Amortization Event described in Section 401(a)(iv) shall be deemed to be no longer continuing if such breach or default is cured or waived, within sixty (60) days of the date of the initial occurrence of such breach or default under the Funded Debt Documents.

(d) If a Series-Specific Early Amortization Event not otherwise addressed in **Section 401(b)** or **(c)** exists on any Payment Date, then such Series-Specific Early Amortization Event shall be deemed to continue until the Business Day on which the Control Party waives, in writing, such Series-Specific Early Amortization Event. The Indenture Trustee shall promptly provide notice of any such waiver to each Rating Agency for the Series 2013-1 Notes.

(e) The occurrence of a Series-Specific Early Amortization Event will not in and of itself result in the occurrence of a Trust Early Amortization Event or a Series-Specific Early Amortization Event for any other Series.

(f) So long as a Series 2013-1 Early Amortization Event is continuing, the Indenture Trustee shall have in addition to the rights provided in the Series 2013-1 Related Documents, all rights and remedies provided under all applicable laws.

Section 402. Series-Specific Manager Defaults.

(a) Each of the following events or conditions shall constitute a "**Series-Specific Manager Default**" for Series 2013-1:

(i) The Leverage Ratio of TGH shall exceed 4.0 to 1.0 as of the end of any fiscal year.

(ii) Any event described in **Section 401(a)(iv)** shall have occurred and such event shall not have been rescinded or waived within sixty (60) days thereafter by the holders of the applicable indebtedness; *provided* that, in the event that the Funded Debt Documents shall have lapsed or been terminated, the financial covenants of TGH set forth therein (as in effect immediately prior to

such lapse or termination) shall survive for purposes of this definition, unless waived by the Control Party, until new Funded Debt Documents have been entered into.

(b) The Control Party may waive any Series-Specific Manager Default and may amend or consent to any amendment of **Section 402(a)**.

Section 403. Series-Specific Events of Default.

(a) Each of the following shall constitute a "**Series-Specific Event of Default**" for Series 2013-1:

(i) The Issuer shall fail to pay (1) on any Payment Date, the full amount of the Series 2013-1 Note Interest Payments then due, or (2) on the Legal Final Payment Date, the then Unpaid Principal Balance for Series 2013-1.

(ii) The Issuer shall fail to pay, within three (3) Business Days after when due, any amounts owing to the Series 2013-1 Noteholders (unless constituting a Trust Event of Default or a Series-Specific Event of Default under **Section 403(a)(i)**).

(iii) There shall occur any breach of any covenant of the Issuer or any Seller in any Series 2013-1 Related Document, which breach (1) materially and adversely affects the interest of any Series 2013-1 Noteholder and (2) continues for a period of 60 days (subject to an additional 60-day cure period for defaults that the Issuer or any Seller is diligently attempting to cure), in each case, unless such breach constitutes a Trust Event of Default or a Series-Specific Event of Default under **Section 403(a)(i)** or **(ii)**.

(iv) Any representation or warranty of the Issuer or any Seller made in any Series 2013-1 Related Document shall prove to be incorrect in any material respect as of the time when the same shall have been made, which incorrectness (1) materially and adversely affects the interest of any Series 2013-1 Noteholder, and (2) if capable of cure, continues for a period of 30 days (subject to an additional 30-day cure period for defaults that the Issuer or any Seller is diligently attempting to cure).

(v) The Indenture Trustee shall fail to have a first priority perfected security interest in the Series 2013-1 Series-Specific Collateral.

(b) Upon the occurrence and during the continuance of a Series-Specific Event of Default, the Control Party may (i) declare the Series 2013-1 Notes to be immediately due and payable, (ii) institute judicial proceedings for collection, (iii) direct a partial sale of Managed Containers and related Leases included in the Collateral in accordance with Section 804(b) of the Indenture, and (iv) exercise remedies with respect to the Series 2013-1 Series-Specific Collateral.

(c) The Control Party may waive any Series-Specific Event of Default and may amend or consent to any amendment of **Section 403(a)**.

(d) The Control Party may waive a Series-Specific Event of Default for Series 2013-1.

Section 404. Series-Specific Management Fees.

(a) As contemplated by the Management Agreement, the Manager shall be entitled to a management fee for each Collection Period equal to the sum of the amounts set forth in clauses (i), (ii), (iii) and (iv) below (such sum, the "**Series 2013-1 Management Fee**"):

(i) A "**Master Lease Management Fee**", in an amount equal to the product of (i) the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) NOI (as defined in the Management Agreement) for the Master Lease Fleet (as defined in the Management Agreement) for such Collection Period (as defined in the Management Agreement), multiplied by (ii) eleven percent (11.0%).

(ii) A "**Long-Term/PLB Management Fee**", in an amount equal to the product of (i) the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) the sum of the NOI (as defined in the Management Agreement) for such Collection Period (as defined in the Management Agreement) of (x) the Long-Term Lease Fleet (as defined in the Management Agreement) plus (y) any Managed Containers (as defined in the Management Agreement) then subject to purchase-leasebacks, multiplied by (ii) eight percent (8.0%).

(iii) A "**Finance Lease Management Fee**", in an amount equal to the product of (i) the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) the Finance Lease Payments (excluding any payments relating to Managed Containers then subject to purchase-leasebacks) (as defined in the Management Agreement), multiplied by (ii) two percent (2.0%).

(iv) A "**Sale Management Fee**", in an amount equal to the product of (i) the product of (A) the Asset Allocation Percentage for Series 2013-1 and (B) the Sales Proceeds from the sale or other disposition of any Managed Container during such Collection Period (except for any sale or disposition (x) to Manager or any Affiliate of Manager, (y) pursuant to the exercise of a purchase option contained in a Lease, or (z) that is due to a Casualty Loss) (as defined in the Management Agreement), multiplied by (ii) either (A) if the last day of such Collection Period occurs during a Failed Test Period, zero, or (B) at all times not covered by clause (A) five percent (5.0%).

Section 405. Additional Covenants.

In addition to the covenants set forth in Article VI of the Indenture, the Issuer hereby makes the following additional covenants for the benefit of the Series 2013-1 Noteholders:

(a) Rule 144A. So long as any of the Series 2013-1 Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, Issuer shall, unless it becomes subject to and complies with the reporting requirements of Section 13 or 15(d) of the Exchange Act, or rule 12g3-2(b) thereunder, (i) provide to any Series 2013-1 Noteholder of such restricted securities, or to any prospective Series 2013-1 Noteholder of such restricted securities designated by a Series 2013-1 Noteholder, upon the request of such Series 2013-1 Noteholder or prospective Series 2013-1 Noteholder, any information required to be provided by Rule 144A(d)(4) under the Securities Act and (ii) update such information to prevent such information from becoming materially false and materially misleading in a manner adverse to any Series 2013-1 Noteholder.

(b) Use of Proceeds. The proceeds from the issuance of the Series 2013-1 Notes shall be used as follows: (i) to fund the acquisition by the Issuer of containers and other items of Collateral, (ii) making deposits into the Trust Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account, (iii) paying the costs of issuance of the Series 2013-1 Notes and of the negotiation, preparation and execution of the Series 2013-1 Related Documents and (iv) for other general corporate purposes permitted under the operating agreement of the Issuer, as contemplated in Section 624 of the Indenture.

(c) Perfection Requirements. The Issuer will not (a) change any of (i) its corporate name or the location of its place of business or, its chief executive office or (ii) the name under which it does business, or (b) amend any provision of its memorandum of association or bye-laws, or (c) become organized under the laws of any other jurisdiction, in each case, without the prior written consent of the Control Party.

(d) Consent to Series Issuance. The Issuer shall not issue any additional Series of Notes after the Restatement Date without obtaining the prior written consent of the Control Party.

(e) Consent to Issuance of Subordinate Notes; Consent to Additional Senior Notes. The Issuer shall not issue any Subordinate Notes pursuant to this Supplement without obtaining, in each instance, the prior written consent of all of the Series 2013-1 Noteholders. The Issuer shall not issue after the Restatement Date any additional Senior Notes pursuant to the terms of this Supplement without obtaining, in each instance, the prior written consent of Series 2013-1 Noteholders representing more than sixty six and two thirds of one percent (66 2/3%) of the Aggregate Series 2013-1 Commitment Amount (or, if the Conversion Date has occurred, the then Unpaid Principal Balance for Series 2013-1.

Section 406. Interest Rate Hedge Agreements for Series 2013-1.

(a) Upon the earliest to occur of (w) the Conversion Date, (x) the first day after the date on which one month LIBOR (as determined by the Indenture Trustee in accordance with its standard practices) shall exceed or equal two percent (2.00%), (y) the first day after the date on which the 2-year swap rate (as set forth in The Wall Street Journal) shall equal or exceed three percent (3.00%), and (z) the date on which an Event of Default, Early Amortization Event or Manager Default has occurred, the Issuer shall (or shall cause the Manager on its behalf), to the extent commercially practicable, enter into and maintain transactions under Interest Rate

Hedge Agreements with respect to the Series 2013-1 Notes in accordance with **Exhibit C**; *provided* that, except with respect to the initial entry by the Issuer into the required Interest Rate Hedge Agreements under the preceding **clause (z)** (if such clause is applicable), so long as an Early Amortization Event or an Event of Default is continuing, neither the Issuer (nor the Manager on its behalf) shall enter into any additional transactions under Interest Rate Hedge Agreements other than by terminating existing transactions or by entering into reverse or mirror swap transactions; *provided, further*, that the Interest Rate Hedge Agreements related to Long-Term Leases and Finance Leases allocated to the Series 2013-1 Asset Base must have a weighted average tenor of no less than one year less than the then weighted average remaining term of the applicable Long-Term Leases and Finance Leases.

(b) In the event that the application of the formulas set forth in **Exhibit C** indicates that either (i) the Issuer is required to enter into additional transactions under Interest Rate Hedge Agreements, with a total notional balance in excess of Ten Million Dollars ($10,000,000) or (ii) the aggregate notional balance of all outstanding transactions under Interest Rate Hedge Agreements then in effect exceeds the aggregate required notional amount (as determined by application of the formulas set forth in **Exhibit C**) by the lesser of (A) Twenty Million Dollars ($20,000,000) or (B) the then Unpaid Principal Balance for Series 2013-1, then the Issuer shall provide notice of such event the Indenture Trustee, the Administrative Agent and each Interest Rate Hedge Provider for Series 2013-1 within five (5) Business Days after such condition is determined to exist. The Issuer (or the Manager on behalf of the Issuer) shall within thirty (30) days after the date on which such condition is determined to exist, remedy such imbalance (x) under circumstances described in the preceding **clause (i)**, by entering into one or more transactions under Interest Rate Hedge Agreements for Series 2013-1 in order to comply with the requirements of **Section 406(a)** and not exceed such requirements by more than the amounts set forth in **clause (ii)** above, or (y) under circumstances described in the preceding clause (ii) by terminating transactions for all, or a portion, of one or more transactions under Interest Rate Hedge Agreements for Series 2013-1 then in effect so that the remaining notional amounts for all future calculation periods under all transactions outstanding under the Interest Rate Hedge Agreements then in effect for Series 2013-1 shall comply with the requirements of **Section 406(a)** and not exceed such requirements by more than the amounts set forth in **clause (ii)** above. The calculations to be made under this **Section 406(b)** shall exclude all interest rate transactions where the Issuer is not required to make any scheduled periodic payments other than premium payments or fees that have been paid in full, and the Net Book Value of the containers hedged by such transactions. So long as no Series 2013-1 Early Amortization Event or Series 2013-1 Event of Default is then continuing, the Issuer (or the Manager on its behalf) may exercise its discretion in selecting the specific transactions and notional amounts thereof to be terminated or reverse or mirror swapped. If a Series 2013-1 Early Amortization Event or Series 2013-1 Event of Default is then continuing, termination or reverse or mirror swaps shall be effected over all outstanding transactions under Series 2013-1 Interest Rate Hedge Agreements on a *pro rata* basis, based on the respective notional amounts for each remaining calculation period, so that the remaining notional amounts for each remaining calculation period will comply with the requirements of **Section 406(a)** and not exceed the amounts set forth in **Section 406(b)(ii)**.

(c) In the event the Issuer, or Manager on behalf of Issuer, fails to enter into or terminate or reverse or mirror swap transactions as required under **Section 406(b)** within the

30 day time period provided in **Section 406(b)**, the Control Party (A) will have the right, in its sole discretion, to direct the Indenture Trustee to enter into additional transactions under Interest Rate Hedge Agreements for Series 2013-1 on the Issuer's behalf in order to comply with the requirements of **Section 406(a)** or (B) within five (5) Business Days after the thirty (30) day period provided in **Section 406(b)** will have the right, in its sole discretion, to direct the Indenture Trustee to terminate or reverse or mirror swap, in whole or in part, all outstanding transactions under Series 2013-1 Interest Rate Hedge Agreements on a *pro rata* basis, based on the respective notional amounts for each remaining calculation period, so that the remaining notional amounts for each remaining calculation period will comply with the requirements of **Section 406(a)** and not exceed the amounts set forth in **Section 406(b)(ii)**. In the event the Control Party directs the Indenture Trustee to enter into a Series 2013-1 Interest Rate Hedge Agreement on the Issuer's behalf, the Control Party shall promptly send a copy of any such agreement to the Issuer and may provide the Indenture Trustee and Manager with a written direction to deposit in the Series 2013-1 Series Account certain amounts to purchase, or reimburse the Control Party or a third-party for purchasing, such Series 2013-1 Interest Rate Hedge Agreement. All payments received from an Interest Rate Hedge Provider shall be deposited by the Issuer directly into the Series 2013-1 Series Account.

(d) With respect to any transaction which is to be terminated in accordance with the terms of this **Section 406**, the Issuer (or the Manager or Control Party) will give the Interest Rate Hedge Provider not less than three (3) Business Days notice of such termination, specifying the relevant transaction, the notional amount thereof to be terminated for each remaining calculation period and the effective date of such termination. An "Additional Termination Event" and an "Early Termination Date" (as such terms are used in the 1992 ISDA Master Agreement Multicurrency–Cross Border form agreement) shall be deemed to have occurred under the transaction on the specified termination date with respect to the notional amounts so terminated. For purposes of such Early Termination Date and Section 6(e) of the applicable Interest Rate Hedge Agreement, the "Terminated Transaction" shall be only that portion relating to the terminated notional amounts and the remainder of the transaction will continue in full force and effect and the Issuer will be the "Affected Party" for purposes of such termination. The amount payable under Section 6(e) of the applicable Interest Rate Hedge Agreement shall be determined by the Interest Rate Hedge Provider and shall be due and payable in accordance with the terms of such Section 6(e), provided that "Market Quotation" under the Interest Rate Hedge Agreement shall be determined on the basis of the quotation of one Reference Market-maker selected by the Interest Rate Hedge Provider, which may be such Interest Rate Hedge Provider to the extent its quotation is reasonably determined in good faith. The provisions of this **Section 406(d)** shall be incorporated by reference in each Interest Rate Hedge Agreement.

(e) The Issuer shall enter into each Series 2013-1 Interest Rate Hedge Agreement only with an Eligible Interest Rate Hedge Provider. Each Series 2013-1 Interest Rate Hedge Agreement shall provide that if the Eligible Interest Rate Hedge Provider or any party providing credit support on its behalf suffers an Interest Rate Hedge Provider Required Rating Downgrade Event, such Interest Rate Hedge Provider will be required (i) to post, within ten (10) Business Days (or such other period of time as may be set forth in the related Interest Rate Hedge Agreement not to exceed thirty (30) days) after such Interest Rate Hedge Provider Required Rating Downgrade Event, collateral set forth in the applicable Interest Rate Hedge

Agreement and execute a credit support annex in connection therewith or (ii) otherwise remedy such Interest Rate Hedge Provider Required Rating Downgrade Event in accordance with the terms of the related Interest Rate Hedge Agreement. Failure to post collateral or so otherwise remedy such Interest Rate Hedge Provider Required Rating Downgrade Event within the applicable period of time shall constitute a termination event under the terms of the applicable Interest Rate Hedge Agreement. Such Interest Rate Hedge Provider may transfer (at its own cost), with the cooperation of the Issuer and the Manager, all of its rights and obligations under its Interest Rate Hedge Agreement to an Eligible Interest Rate Hedge Provider in accordance with the terms of its Interest Rate Hedge Agreement. Each Series 2013-1 Interest Rate Hedge Agreement shall also provide that if the Interest Rate Hedge Provider (or any party providing credit support identified in the Interest Rate Hedge Agreement or any credit support annex thereto on its behalf) suffers an Interest Rate Hedge Provider Required Rating Replacement Event, such Interest Rate Hedge Provider will be required to transfer (at its own cost) all of its rights and obligations under its Interest Rate Hedge Agreement to an Eligible Interest Rate Hedge Provider not later than thirty (30) Business Days (or such other period of time as may be set forth in the related Interest Rate Hedge Agreement) after the occurrence of the Interest Rate Hedge Provider Required Rating Replacement Event. The Issuer may terminate a Series 2013-1 Interest Rate Hedge Agreement and simultaneously enter into a replacement Interest Rate Hedge Agreement in the event an Interest Rate Hedge Provider fails to post collateral or transfer its rights and interests under an Interest Rate Hedge Agreement in accordance with the terms of the Interest Rate Hedge Agreement as required in relation to an Interest Rate Hedge Provider Required Rating Downgrade Event or an Interest Rate Hedge Provider Required Rating Replacement Event, as applicable.

(f) All of the Interest Rate Hedge Agreements entered into pursuant to this **Section 406** shall be allocable to the Series 2013-1 Notes.

ARTICLE V

Conditions of Effectiveness and Future Lending

Section 501. Effectiveness of Supplement. The effectiveness of this Supplement on the Restatement Date is subject to the condition precedent that the Indenture Trustee shall have received all of the following, each duly executed and dated as of the Restatement Date, in form and substance satisfactory to all of the Series 2013-1 Noteholders and each (except for the Series 2013-1 Notes, of which only the originals shall be signed) in sufficient number of signed counterparts to provide one for each Series 2013-1 Noteholder:

(a) Series 2013-1 Notes. Separate Series 2013-1 Notes executed by the Issuer in favor of each Series 2013-1 Noteholder in the stated maximum principal amount equal to the Series 2013-1 Note Commitment of such Series 2013-1 Noteholder.

(b) Certificate(s) of Secretary or Assistant Secretary or Officer. Separate certificates executed by the corporate secretary, assistant secretary or authorized officer of each of the Manager and the Issuer, dated the Closing Date, certifying (i) that the respective company has the authority to execute and deliver, and perform its respective obligations under each of the Series 2013-1 Related Documents to which it is a party, and (ii) that attached are true, correct

and complete copies of the Memorandum of Association, Certificate of Incorporation, bye-laws, board resolutions and incumbency certificates of the related company in form and substance satisfactory to each Deal Agent as to such matters as the Deal Agent shall reasonably require.

(c) Security Documents. This Supplement, a control agreement with respect to each of the Series 2013-1 Series Account and the Series 2013-1 Restricted Cash Account, each in form and substance satisfactory to all of the Series 2013-1 Noteholders, shall have been executed and delivered by the Issuer and all other parties thereto, together with all UCC financing statements and UCC searches, documents and searches of similar import in other jurisdictions, and other documents reasonably requested by any Deal Agent.

(d) Opinions of Counsel. Opinion letters from counsel to the Issuer and counsel to the Manager, or a reliance letter for each of the opinion letters issued on the Closing Date, each in form and in substance satisfactory to each Deal Agent as to such matters as it shall reasonably require including, without limitation, that the Issuer has granted a first priority perfected security interest in the Collateral to the Indenture Trustee.

(e) Certificate as to Containers. A certificate from the Manager certifying that it is managing all of the Containers in accordance with the Management Agreement in satisfactory form shall have been duly executed and delivered.

(f) Enforceability, True Sale and Nonconsolidation Opinions. Each of Conyers Dill & Pearman Limited and Morrison & Foerster LLP shall have delivered its opinion letter, or a reliance letter for each of the opinion letters issued on the Closing Date, as to corporate (including securities laws), enforceability, true sale and non-consolidation in form and substance acceptable to the Deal Agents.

(g) Fees. The Issuer shall have (A) paid all fees to each Deal Agent in accordance with its respective Fee Letter or (B) authorized each Deal Agent to offset and retain the amount of such fees from the Series 2013-1 Advance made on the Restatement Date.

(h) Opinion of Counsel to the Indenture Trustee. An opinion of counsel to the Indenture Trustee, or a reliance letters for the opinion letter issued on the Closing Date, as to the due organization of the Indenture Trustee, the enforceability of the Indenture and as to such other matters as each Deal Agent may reasonably request.

Section 502. Advances on Series 2013-1 Notes. The obligation of a Series 2013-1 Noteholder to make any Series 2013-1 Advance on the Series 2013-1 Note pursuant to its Series 2013-1 Note Commitment is subject to the following further conditions precedent:

(a) Default. Before and after giving effect to such Series 2013-1 Advance, no Series 2013-1 Event of Default shall have occurred and be continuing (or would occur with the giving of notice or the passage of time or both).

(b) Series 2013-1 Early Amortization Event. Before and after giving effect to such Series 2013-1 Advance, no Series 2013-1 Early Amortization Event shall have occurred (or would occur with the giving of notice or the passage of time or both) unless such Series 2013-1 Advance has been approved by each Series 2013-1 Noteholder (other than any Defaulting Noteholder).

(c) Certification. The Issuer shall have delivered to the Deal Agents a compliance certificate, signed by an officer of Issuer, certifying that (A) the Issuer has complied with all of the conditions precedent set forth in **Sections 501** and **502**; (B) all of the representations and warranties of the Issuer, the Sellers and the Manager contained in any of the Series 2013-1 Related Documents are true and correct in all material respects as of the date of such Series 2013-1 Advance, except to the extent such representations and warranties specifically relate to an earlier date, in which event they shall be true, correct and complete in all material respects as of such earlier date; and (C) all of the conditions precedent to the making of such Series 2013-1 Advance have been satisfied.

(d) Asset Base Report. The Issuer shall have delivered to each Deal Agent a duly completed and executed Asset Base Report, determined after giving effect to any Eligible Containers to be acquired with the proceeds of such Series 2013-1 Advance, which demonstrates that, after giving effect to such Series 2013-1 Advance, the then Aggregate Series 2013-1 Note Principal Balance (calculated after giving effect to the requested Series 2013-1 Advance) does not exceed an amount equal to the lesser of (i) the Aggregate Series 2013-1 Commitment then in effect and (ii) the Series 2013-1 Asset Base.

(e) Conversion Date. The Conversion Date shall not have occurred, unless such Series 2013-1 Advance has been approved by each Series 2013-1 Noteholder (other than a then Defaulting Noteholder).

(f) Back-up Data Files. The Issuer shall have delivered the Back-up Data Files most recently required to be delivered pursuant to the Management Agreement, to the Indenture Trustee and the Administrative Agent.

(g) Deposit to Trust Account. On or prior to each Funding Date on which the Issuer shall acquire additional Eligible Containers and the Accrual Condition exists, the Issuer shall have deposited into the Trust Account funds in an amount equal to the Additional Funding Amount.

ARTICLE VI

Representations and Warranties

To induce the Series 2013-1 Noteholders to purchase the Series 2013-1 Notes hereunder, the Issuer hereby represents and warrants as of the Restatement Date to the Indenture Trustee for the benefit of the Series 2013-1 Noteholders that:

Section 601. Existence. Issuer is a company duly incorporated, validly existing and in compliance under the laws of Bermuda. Issuer is in good standing and is duly qualified to do business in each jurisdiction where the failure to do so would have a material adverse effect upon the Issuer and in each jurisdiction in which a failure to so qualify would materially and adversely affect the ability of the Indenture Trustee to enforce its security interest in the Collateral.

Section 602. Authorization. Issuer has the power and is duly authorized to execute and deliver this Supplement and the other Series 2013-1 Related Documents to which it is a party; Issuer is and will continue to be duly authorized to borrow monies hereunder; and Issuer is and will continue to be authorized to perform its obligations under this Supplement and under the other Series 2013-1 Related Documents. The execution, delivery and performance by Issuer of this Supplement and the other Series 2013-1 Related Documents to which it is a party and the borrowings hereunder do not and will not require any consent or approval of any Governmental Authority, shareholder or any other Person which has not already been obtained.

Section 603. No Conflict; Legal Compliance. The execution, delivery and performance of this Supplement and each of the other Series 2013-1 Related Documents and the execution, delivery and payment of the Series 2013-1 Notes will not: (a) contravene any provision of the Issuer's bye-laws or memorandum of association; (b) contravene, conflict with or violate any Applicable Law or regulation, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority; or (c) violate or result in the breach of, or constitute a default under the Indenture, the Series 2013-1 Related Documents, any other indenture or other loan or credit agreement, or other agreement or instrument to which Issuer is a party or by which Issuer, or its property and assets may be bound or affected. Issuer is not in violation or breach of or default under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any contract, agreement, lease, license, indenture or other instrument to which it is a party.

Section 604. Validity and Binding Effect. This Supplement is, and each Series 2013-1 Related Document to which Issuer is a party, when duly executed and delivered, will be, the legal, valid and binding obligation of Issuer, enforceable against Issuer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

Section 605. Financial Statements. Since the date of the most recent annual audited financial statements delivered pursuant to the terms of the Series 2013-1 Related Documents, there has been no Material Adverse Change in the financial condition of any of the Issuer, the Sellers or the Manager.

Section 606. Place of Business. The Issuer's only "place of business" (within the meaning of Section 9-307 of the UCC) is located at Century House, 16 Par-la-Ville Road, Hamilton HM HX, Bermuda. The Issuer does not maintain an office or assets in the United States, other than (i) the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and the Series Accounts, (ii) off-hire containers located in depots in the United States and (iii) Managed Containers described in Section 606(g) of the Indenture and Leases pursuant to Section 7.7 of the Management Agreement.

Section 607. No Agreements or Contracts. The Issuer is not a party to any contract or agreement (whether written or oral) other than the Related Documents.

Section 608. Consents and Approvals. No approval, authorization or consent of any trustee or holder of any Indebtedness or obligation of Issuer or of any other Person under any

agreement, contract, lease or license or similar document or instrument to which Issuer is a party or by which Issuer is bound, is required to be obtained by Issuer in order to make or consummate the transactions contemplated under the Series 2013-1 Related Documents, except for those approvals, authorizations and consents that have been obtained on or prior to the Closing Date. All consents and approvals of, filings and registrations with, and other actions in respect of, all Governmental Authorities required to be obtained by Issuer in order to make or consummate the transactions contemplated under the Series 2013-1 Related Documents have been, or prior to the time when required will have been, obtained, given, filed or taken and are or will be in full force and effect.

Section 609. Margin Regulations. Issuer does not own any "margin security", as that term is defined in Regulation U of the Federal Reserve Board, and the proceeds of the Series 2013-1 Notes issued under this Supplement will be used only for the purposes contemplated hereunder. None of such proceeds will be used, directly or indirectly, for the purpose of purchasing or carrying any margin security, for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any margin security or for any other purpose which might cause any of the loans under this Supplement to be considered a "purpose credit" within the meaning of Regulations T, U and X. Issuer will not take or permit any agent acting on its behalf to take any action which might cause this Supplement or any document or instrument delivered pursuant hereto to violate any regulation of the Federal Reserve Board.

Section 610. Taxes. All federal, state, local and foreign tax returns, reports and statements required to be filed by Issuer have been filed with the appropriate Governmental Authorities, and all Taxes, Other Taxes and other impositions shown thereon to be due and payable by Issuer have been paid prior to the date on which any fine, penalty, interest or late charge may be added thereto for nonpayment thereof, or any such fine, penalty, interest, late charge or loss has been paid, or Issuer is contesting its liability therefor in good faith and has fully reserved all such amounts according to GAAP in the financial statements provided to the Noteholders pursuant to Section 626 of the Indenture. Issuer has paid when due and payable all material charges upon the books of Issuer and no Governmental Authority has asserted any Lien against Issuer with respect to unpaid Taxes or Other Taxes. Proper and accurate amounts have been withheld by Issuer from its employees for all periods in full and complete compliance with the tax, social security and unemployment withholding provisions of applicable federal, state, local and foreign law and such withholdings have been timely paid to the respective Governmental Authorities.

Section 611. Other Regulations. The Issuer is not, and is not controlled by, an "investment company" registered or required to be registered under the Investment Company Act. The Issuer is not an "investment company" as defined in Section 3(a)(1) of the Investment Company Act, or, alternatively, the Issuer is relying on an exemption from such definition under Rule 3(a)(5) under the Investment Company Act. The Issuer is not relying on the exemptions set forth in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act. The Issuer is structured so as not to constitute a "covered fund" for purposes of the Volcker Rule under the Dodd-Frank Act.

Section 612. Solvency and Separateness.

(a) The capital of the Issuer is adequate for the business and undertakings of the Issuer.

(b) Other than with respect to the transactions contemplated hereby and by the Related Documents, the Issuer is not engaged in any business transactions with the Sellers or the Manager, except as permitted by the Management Agreement, the Contribution and Sale Agreement and each Container Transfer Agreement.

(c) The bye-laws of the Issuer provide that the Issuer shall have six (6) directors, unless increased to seven directors under certain circumstances described in the bye-laws including those discussed below. If a resolution of the directors is proposed which involves a Specified Matter and/or a Special Bye-law Amendment (as each such capitalized term is defined in the bye-laws of the Issuer) then, in such instance, the number of directors of the Issuer shall automatically be increased to seven (7), and the quorum for any such vote shall be seven (7) directors, one of which must be an Independent Director who shall be elected by an affirmative vote of all of the other directors from a pool of candidates (and such pool may consist of only one person) put forward by AMACAR Group, L.L.C. The Independent Director so elected shall be a director until the resolution regarding the Specified Matter and/or the Special Bye-law Amendment has been voted upon and shall automatically cease to be a director of the Issuer immediately following such vote.

(d) The Issuer's funds and assets are not, and will not be, commingled with those of the Sellers or the Manager, except as permitted by the Management Agreement.

(e) The bye-laws of the Issuer require it to maintain correct and complete books and records of account, and Bermuda law requires it to maintain minutes of the meetings and other proceedings of its members.

(f) The Issuer is not insolvent under the Insolvency Law and will not be rendered insolvent by the transactions contemplated by the Series 2013-1 Related Documents and after giving effect to such transactions, the Issuer will not be left with an unreasonably small amount of capital with which to engage in its business nor will the Issuer have intended to incur, or believe that it has incurred, debts beyond its ability to pay such debts as they mature. The Issuer does not contemplate the commencement of insolvency, bankruptcy, liquidation or consolidation proceedings or the appointment of a receiver, liquidator, trustee or similar official in respect of the Issuer or any of its assets.

Section 613. Title; Liens. The Issuer will have good, legal and marketable title to each of its respective assets, and none of such assets is subject to any Lien, except for Permitted Encumbrances.

Section 614. No Default. No Series 2013-1 Event of Default or Series 2013-1 Trust Early Amortization Event (or event or condition which with the giving of notice or passage of time or both would become a Series 2013-1 Event of Default or Series 2013-1 Early Amortization Event) has occurred and is continuing.

Section 615. Litigation and Contingent Liabilities. No claims, litigation, arbitration proceedings or governmental Proceedings by any Governmental Authority are pending or threatened against or are affecting the Issuer or any of its Affiliates the results of which might interfere with the consummation of any of the transactions contemplated by this Supplement or any document issued or delivered in connection herewith.

Section 616. Subsidiaries. The Issuer has no Subsidiaries.

Section 617. No Partnership. The Issuer is not a partner or joint venturer in any partnership or joint venture.

Section 618. Pension and Welfare Plans. No accumulated funding deficiency (as defined in Section 412 of the Code or Section 302 of ERISA) or reportable event (within the meaning of section 4043 of ERISA), has occurred with respect to any Plan of the Issuer or any ERISA Affiliate. The present value of all benefit liabilities under all Plans of the Issuer or any ERISA Affiliate subject to Title IV of ERISA, as defined in Section 4001(a)(16) of ERISA, exceeds the fair market value of all assets of Plans subject to Title IV of ERISA (determined as of the most recent valuation date for such Plan on the basis of assumptions prescribed by the Pension Benefit Guaranty Corporation for the purpose of Section 4044 of ERISA), by no more than $1.9 million. Neither Issuer nor any ERISA Affiliate is subject to any present or potential withdrawal liability pursuant to Title IV of ERISA and no multi-employer plan (with the meaning of Section 4001(a)(3) of ERISA) to which the Issuer or any ERISA Affiliate has an obligation to contribute or any liability, is or is likely to be disqualified for tax purposes, in reorganization within the meaning of Section 4241 of ERISA or Section 418 of the Code) or is insolvent (as defined in Section 4245 of ERISA). No liability (other than liability to make periodic contributions to fund benefits) with respect to any Plan of Issuer, or Plan subject to Title IV of ERISA or any ERISA Affiliate, has been, or is expected to be, incurred by Issuer or an ERISA Affiliate, either directly or indirectly. All Plans of Issuer are in material compliance with ERISA and the Code. No lien under Section 412 of the Code or 302(f) of ERISA or requirement to provide security under the Code or ERISA has been or is reasonably expected by Issuer to be imposed on its assets. The Issuer does not have any obligation under any collective bargaining agreement. As of the Restatement Date, the Issuer is not an employee benefit plan with the meaning of ERISA or a "plan" within the meaning of Section 4975 of the Code and assets of the Issuer do not constitute "plan assets" within the meaning of Section 2510.3-101 of the regulations of the Department of Labor.

Section 619. Ownership of Issuer. As of the Restatement Date, the Issuer has one class of common shares issued and outstanding, all of which are owned by TL.

Section 620. Security Interest Representations.

(a) This Supplement creates a valid and continuing security interest (as defined in the UCC) in the Series 2013-1 Series-Specific Collateral in favor of the Indenture Trustee, for the benefit of the Series 2013-1 Noteholders, which security interest is prior to all other Liens (other than Permitted Encumbrances), and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) The Managed Containers constitute "goods" or "inventory" within the meaning of the applicable UCC. The Leases constitute "tangible chattel paper" within the meaning of the UCC. The lease receivables constitute "accounts" or "proceeds" of the Leases within the meaning of the UCC. The Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account constitute "securities accounts" within the meaning of the UCC. The Issuer's contractual rights under any Interest Rate Hedge Agreements, the Contribution and Sale Agreement, each Container Transfer Agreement and the Management Agreement constitute "general intangibles" within the meaning of the UCC.

(c) The Issuer owns and has good and marketable title to the Collateral and any Series-Specific Collateral, free and clear of any Lien (whether senior, junior or pari passu), claim or encumbrance of any Person, except for Permitted Encumbrances.

(d) The Issuer has caused the filing of all appropriate financing statements or documents of similar import in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest in the Collateral and any Series-Specific Collateral granted to the Indenture Trustee in this Supplement and the Indenture. All financing statements filed against the Issuer in favor of the Indenture Trustee in connection herewith describing the Collateral and any Series-Specific Collateral contain a statement to the following effect: "A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Indenture Trustee." All steps necessary to perfect the security interest of the Indenture Trustee against the Issuer in the property securing the Series 2013-1 Advances have been taken.

(e) Other than the security interest granted to the Indenture Trustee pursuant to this Supplement and the Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Collateral and any Series-Specific Collateral, except as permitted pursuant to the Indenture and this Supplement. The Issuer has not authorized the filing of, and is not aware of, any financing statements against the Issuer that include a description of collateral covering the Collateral and any Series-Specific Collateral other than any financing statement or document of similar import (i) relating to the security interest granted to the Indenture Trustee in this Supplement or the Indenture or (ii) that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

(f) The Issuer has received a written acknowledgment from the Manager in the Management Agreement that the Manager or an Affiliate thereof is, and will be, holding the Leases and payments thereunder, to the extent they relate to the Managed Containers and proceeds thereof, on behalf of, and for the benefit of, the Indenture Trustee and other Persons set forth in the Indenture. None of the Leases that constitute or evidence the Collateral and any Series-Specific Collateral have any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person. The Sellers have caused the filing of all appropriate financing statements or documents of similar import in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest of the Issuer (and the Indenture Trustee as its assignee) in the Leases (to the extent that such Leases relate to the Managed Containers) granted to the Issuer in the Contribution and Sale Agreement and each Container Transfer Agreement.

(g) The Issuer has received all necessary consents and approvals required by the terms of the Collateral and any Series-Specific Collateral to the pledge to the Indenture Trustee of its interest and rights in such Collateral and any Series-Specific Collateral hereunder or under the Indenture.

(h) The Issuer has taken all steps necessary to cause Wells Fargo Bank, National Association (in its capacity as securities intermediary) to identify in its records the Indenture Trustee as the Person having a Securities Entitlement in each of the Trust Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account.

(i) The Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and Series 2013-1 Series Account are not in the name of any Person other than the Issuer or Indenture Trustee. The Issuer has not consented to Wells Fargo Bank, National Association (as the Securities Intermediary of the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account) entering into any agreement in which it has agreed to comply with entitlement orders of any Person other than the Indenture Trustee.

(j) All Eligible Investments have been and will have been credited to one of the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account. The securities intermediary for each of the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account has agreed to treat all assets credited to the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account as "financial assets" within the meaning of the UCC.

(k) The Issuer has delivered to Indenture Trustee a fully executed agreement pursuant to which the securities intermediary has agreed to comply with all instructions originated by the Indenture Trustee relating to the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account without further consent by the Issuer.

(l) No creditor of the Issuer (other than (x) with respect to the Managed Containers, the related Lessee and (y) the Manager in its capacity as Manager under the Management Agreement) has in its possession any goods that constitute or evidence the Collateral or any Series-Specific Collateral.

Any breaches of the representations and warranties set forth in this **Section 620** may be waived by the Indenture Trustee, only with the prior written consent of the Control Party and with the prior satisfaction of the Rating Agency Condition.

Section 621. ERISA Lien. As of the Restatement Date, the Issuer has not received notice that any Lien arising under ERISA has been filed against the assets of the Issuer.

Section 622. Survival of Representations and Warranties. So long as any of the Series 2013-1 Notes shall be Outstanding, the representations and warranties contained herein shall have a continuing effect as having been true when made.

ARTICLE VII

Miscellaneous Provisions

Section 701. Ratification of Indenture. As supplemented by this Supplement, the Indenture is in all respects ratified and confirmed and the Indenture as so supplemented by this Supplement shall be read, taken and construed as one and the same instrument.

Section 702. Counterparts. This Supplement may be executed in two or more counterparts, and by different parties on separate counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Supplement by facsimile or by electronic means shall be equally effective as of the delivery of an originally executed counterpart.

Section 703. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAWS BUT OTHERWISE WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 704. Notices. All demands, notices and communications hereunder shall be in writing, personally delivered, or by facsimile (with subsequent telephone confirmation of receipt thereof), or sent by internationally recognized overnight courier service, (a) in the case of the Indenture Trustee, at the following address: Sixth Street and Marquette Avenue, MAC N9311-161, Minneapolis, Minnesota, 55479, Attention: Corporate Trust Services/Asset-Backed Administration, (b) in the case of the Issuer, at the following address: Century House, 16 Par-la-Ville Road, Hamilton HM HX, Bermuda, Telephone: (441) 292-2487, Facsimile: (441) 295-4164, Attention: Chief Financial Officer, with a copy to each: (i) Textainer Equipment Management Limited at its address at Century House, 16 Par-la-Ville Road, Hamilton HM HX, Bermuda, Telephone: (441) 292-2487, Facsimile: (441) 295-4164, Attention: Chief Financial Officer, and (ii) Textainer Equipment Management (U.S.) Limited at its address at 650 California Street, 16th floor, San Francisco, CA 94108, Telephone: (415) 658-8214, Facsimile: (415) 434-0599, Attention: Chief Financial Officer, and (c) in the case of Rating Agency, at the following address: Standard & Poor's Ratings Services, 55 Water Street, New York, NY 10041-0003, or at such other address as shall be designated by such party in a written notice to the other parties. Any notice required or permitted to be given to a Series 2013-1 Noteholder shall be given by certified first class mail, postage prepaid (return receipt requested), or by courier, or by facsimile, with subsequent telephone confirmation of receipt thereof, in each case at the address of such Series 2013-1 Noteholder as shown in the Note Register or to the telephone and fax number furnished by such Series 2013-1 Noteholder. Notice shall be effective and deemed received (A) upon receipt, if sent by courier or U.S. mail, (B) upon receipt of confirmation of transmission, if sent by facsimile, or (C) when delivered, if delivered by hand. Any rights to notices conveyed to a Rating Agency pursuant to the terms hereof with respect to any Series shall terminate immediately if such Rating Agency no longer has a rating outstanding with respect to such Series.

Section 705. Amendments and Modifications.

(a) Subject to the provisions of **Sections 705(b)** through **(d)**, the terms of this Supplement may be waived or amended in a written instrument signed by each of the Issuer and the Indenture Trustee (acting at the direction of the Control Party), with the consent of each affected Interest Rate Hedge Provider (if such proposed amendment would adversely affect the rights, duties or immunities of such Interest Rate Hedge Provider under this Indenture or otherwise).

(b) Notwithstanding **Section 705(a)**, but subject to **Section 705(c)** and **Section 705(d)**, the Indenture Trustee shall execute and deliver any amendment to this Supplement, without the consent or direction of any Series 2013-1 Noteholder, if the Issuer shall have provided to the Indenture Trustee an Officer's Certificate of the Issuer to the effect that such amendment or modification of this Supplement is for one of the following purposes:

(i) to add to the covenants of the Issuer in this Supplement, or to surrender any right or power conferred upon the Issuer in this Supplement;

(ii) to cure any ambiguity herein or to correct or supplement any provision hereof that may be inconsistent with any other provision hereof or of any other Related Document;

(iii) to correct or amplify the description of any Series 2013-1 Series-Specific Collateral, or better to assure, convey and confirm unto the Indenture Trustee any property purported to be Series 2013-1 Series-Specific Collateral, or to subject additional property to the Lien of this Supplement;

(iv) to add to the conditions, limitations and restrictions on the authorized amount, terms and purposes of issue, authentication and delivery of the Series 2013-1 Notes, or additional conditions, limitations and restrictions thereafter to be observed by the Issuer with respect to the Series 2013-1 Notes;

(v) to decrease the Series 2013-1 Advance Rate or the Series 2013-1 Weighted Advance Rate; or

(vi) to add any additional Series-Specific Events of Default, Series-Specific Early Amortization Events or Series-Specific Manager Defaults.

(c) Notwithstanding **Section 705(a)**, but subject to **Section 705(d)**, no amendment of this Supplement, or waiver of any requirement herein set forth shall, without the consent of each Series 2013-1 Noteholder directly and adversely affected thereby:

(i) reduce the principal amount of any Series 2013-1 Note, extend the Stated Conversion Date or the Series 2013-1 Legal Final Payment Date, reduce the rate of interest payable on any Series 2013-1 Note, reduce the amount of Unused Fee, amend any amount, or the allocation methodology set forth in **Section 303** (other than to increase the amount of the allocation to the Series 2013-1 Notes), change the date on which, the amount of which, the place of

payment where, or the coin or currency in which, any Series 2013-1 Note or the interest thereon, is payable, or impair the right to institute suit or exercise other remedies for the enforcement of any such payment on or after the Legal Final Payment Date of the Series 2013-1 Notes;

(ii) amend or waive any provision of this Supplement which specifies that such provision cannot be amended or waived without the consent of such Person;

(iii) amend this **Section 705(c)**;

(iv) amend or waive **Section 204(b)** or **502(d)** or amend or waive any of the definitions of "Stated Conversion Date", "Control Party", "Series 2013-1 Asset Base" (including the definition of "Eligible Container") or "Series 2013-1 Required Overcollateralization Percentage" or to increase any component of the Series 2013-1 Advance Rate or to increase the "Series 2013-1 Weighted Advance Rate", or any supporting definition that would otherwise affect the definitions identified in a manner restricted by this Section 705(c)(iv);

(v) permit the creation of any Lien on the Series 2013-1 Series-Specific Collateral ranking prior to, or on a parity with, the Lien granted under **Section 213**, or terminate or release such Lien, except as otherwise permitted in this Supplement;

(vi) increase or extend the Series 2013-1 Note Commitment of any Series 2013-1 Noteholder;

(vii) consent to any assignment or transfer by Issuer of its rights, or any release of the Issuer from any of its obligations, under this Supplement or the Indenture; or

(viii) to the extent applicable for purposes of calculating the Series 2013-1 Asset Base, adopt a new depreciation policy (including any revision of the Residual Values used for purposes thereof) under clause (i)(B) of the definition thereof in a way that would reduce the amount of depreciation expense that would be recorded in any year from below the depreciation expense that would have been recorded pursuant to the Depreciation Policy in effect on the Restatement Date; *provided that* any such amendment also is subject to the requirements of Section 606(h) of the Indenture.

(d) The obligation of the Indenture Trustee to execute and deliver any waiver or amendment of this Supplement is subject to the satisfaction of all of the following conditions:

(i) the Issuer shall have given the Indenture Trustee and the Manager not less than five days' notice of such amendment and a copy of such proposed amendment, it being understood that the Indenture Trustee and the Manager from time to time may waive the right to receive such notice;

(ii) such waiver or amendment either (A) will not result in a Trust Early Amortization Event, Trust Event of Default or Asset Base Deficiency (in each case calculated after giving effect to such proposed waiver, modification or amendment) or (B) shall have been approved by the Requisite Global Majority;

(iii) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate that all of the conditions specified in Sections 705(d)(i) and (ii) have been satisfied; and

(iv) the Issuer shall have given the Indenture Trustee an Opinion of Counsel stating that the execution of such waiver or amendment is authorized or permitted pursuant to the terms of this Supplement.

(e) Prior to the execution of any written instrument pursuant to this **Section 705**, the Issuer shall provide a written notice to any Rating Agency setting forth in general terms the substance of any such written instrument.

(f) Promptly after the execution by the Issuer and the Indenture Trustee of any written instrument pursuant to this **Section 705**, the Indenture Trustee shall mail to the Series 2013-1 Noteholders and any Rating Agency a copy of the text of such written instrument. Any failure of the Indenture Trustee to mail such copy, or any defect therein, shall not, however, in any way impair or affect the validity of any such written instrument.

(g) Any amendment or waiver of any Series-Specific Manager Default for Series 2013-1 in accordance with this **Section 705** shall be effective for purposes of all other Series of Notes then Outstanding. Similarly, any amendment or waiver of any Series-Specific Manager Default for any other Series of Notes in accordance with the provisions of the related Supplement shall be effective for purposes of the Series 2013-1 Notes.

(h) Any amendment or waiver of any Trust Early Amortization Event, Trust Manager Default or Trust Event of Default in accordance with the Indenture or the Management Agreement, as the case may be, shall be effective as applied to Series 2013-1 upon the effectiveness of such amendment or waiver of such event in accordance with the terms of the Indenture or the Management Agreement, as the case may be.

Section 706. Consent to Jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE ISSUER ARISING OUT OF OR RELATING TO THIS SUPPLEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY, MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, STATE OF NEW YORK AND THE ISSUER HEREBY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND, SOLELY FOR THE PURPOSES OF ENFORCING THIS SUPPLEMENT, THE ISSUER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

Section 707. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AS AGAINST THE OTHER PARTIES HERETO, ANY

RIGHTS IT MAY HAVE TO A JURY TRIAL IN RESPECT OF ANY CIVIL ACTION OR PROCEEDING (WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE), INCLUDING ANY COUNTERCLAIM, ARISING UNDER OR RELATING TO THIS SUPPLEMENT OR ANY OTHER SERIES 2013-1 RELATED DOCUMENT, INCLUDING IN RESPECT OF THE NEGOTIATION, ADMINISTRATION OR ENFORCEMENT HEREOF OR THEREOF.

Section 708. Successors. This Supplement shall inure to the benefit of and be binding upon the Issuer, the Indenture Trustee and, by its acceptance of any Series 2013-1 Note or any legal or beneficial interest therein, each Series 2013-1 Noteholder and each of such Person's successors and assigns.

Section 709. Nonpetition Covenant. Each Series 2013-1 Noteholder by its acquisition of a Series 2013-1 Note shall be deemed to covenant and agree, that it will not institute against the Issuer any bankruptcy, reorganization, arrangement insolvency or liquidation Proceedings, or other Proceedings under any federal or state bankruptcy or similar law, at any time other than on a date which is at least one (1) year and one (1) day after the last date on which any Note of any Series was Outstanding.

Section 710. Recourse Against the Issuer. No recourse under or with respect to any obligation, covenant or agreement (including, without limitation, the payment of any fees or any other obligations) of the Issuer as contained in this Supplement or any other agreement, instrument or document entered into by the Issuer pursuant hereto or in connection herewith shall be had against any administrator of the Issuer or any incorporator, affiliate, shareholder, officer, employee, manager or director of the Issuer or of any such administrator, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the agreements of the Issuer contained in this Supplement and all of the other agreements, instruments and documents entered into by the Issuer pursuant hereto or in connection herewith are, in each case, solely the corporate obligations of the Issuer, and that no personal liability whatsoever shall attach to or be incurred by any administrator of the Issuer or any incorporator, shareholder, affiliate, officer, employee, manager or director of the Issuer or of any such administrator, as such, or any other of them, under or by reason of any of the obligations, covenants or agreements of the Issuer contained in this Supplement or in any other such instruments, documents or agreements, or which are implied therefrom, and that any and all personal liability of every such administrator of the Issuer and each incorporator, shareholder, affiliate, officer, employee, manager or director of the Issuer or of any such administrator, as such, or any of them, for breaches by the Issuer of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is hereby expressly waived as a condition of and in consideration for the execution of this Supplement. The provisions of this Section 710 shall survive the termination of this Supplement.

Section 711. Reports, Financial Statements and Other Information to Noteholders. The Indenture Trustee will make available promptly upon receipt thereof to the Series 2013-1 Noteholders via the Indenture Trustee's internet website at www.CTSLink.com the financial statements referred to in Section 7.2 of the Management Agreement, the Manager Report, the Asset Base Report, and the annual insurance confirmation; *provided*, that, as a

condition to access to the Indenture Trustee's website, the Indenture Trustee shall require each such Series 2013-1 Noteholder to execute the Indenture Trustee's standard form documentation, and upon such execution, each such Series 2013-1 Noteholder shall be deemed to have certified to the Indenture Trustee it (i) is a Series 2013-1 Noteholder, (ii) understands that such items contain material nonpublic information (within the meaning of U.S. Federal Securities laws), (iii) is requesting the information solely for use in evaluating such party's investment in the Series 2013-1 Notes and will keep such information strictly confidential and (iv) is not a Competitor. Each time a Series 2013-1 Noteholder accesses the internet website, it will be deemed to have confirmed the representations and warranties made pursuant to the confirmation as of the date of such access. The Indenture Trustee will provide the Issuer with copies of such information request certification. Assistance in using the Indenture Trustee's website can be obtained by calling the Indenture Trustee's customer service desk at (866) 846-4526.

Section 712. Duties of Administrative Agent. All of the duties and responsibilities of the Administrative Agent set forth in the Indenture, this Supplement or any other Series 2013-1 Related Document are subject in all respects to the terms and conditions of the Administration Agreement. Each of the Issuer, the Indenture Trustee and, by acceptance of its Series 2013-1 Notes, each Series 2013-1 Noteholder hereby acknowledges the terms of the Administration Agreement and agrees to cooperate with the Administrative Agent in the execution of its duties and responsibilities under the Administration Agreement.

Section 713. Transactions Under Prior Agreement.

(a) On the Restatement Date, the Prior Agreement shall be amended and restated as provided in this Supplement and shall be superseded by this Supplement. The terms and conditions of this Supplement shall apply to all of the Liens created by, and all of the rights, obligations and remedies incurred by, the Issuer under the Prior Agreement, and the Issuer agrees that this Supplement is not intended to constitute a discharge of the rights, obligations (including any unpaid Series 2013-1 Advance on the Restatement Date, all of which remain valid obligations of the Issuer) and remedies existing under the Prior Agreement.

(b) (i) The Series 2013-1 issued by the Issuer on the Restatement Date in favor of Royal Bank of Canada (the "**New RBC Note**") amends and restates in its entirety the Amended and Restated Series 2013-1 Note, dated as of October 29, 2013 (the "**Existing RBC Note**"), by the Issuer in favor of Royal Bank of Canada; and (ii) the Series 2013-1 Note issued by the Issuer on the Restatement Date in favor of SunTrust Bank (the "**New SunTrust Note**") amends and restates in its entirety the Series 2013-1 Note, dated as of October 29, 2013 (the "**Existing SunTrust Note**"), by the Issuer in favor of SunTrust Bank.

(c) The obligations of the Issuer evidenced by the Existing RBC Note and the Existing SunTrust Note shall continue under and shall hereinafter be evidenced and governed by the New RBC Note and the New SunTrust Note, respectively.

[Signature page follows.]

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused this Supplement to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the day and year first above written.

TEXTAINER MARINE CONTAINERS IV LIMITED

By: /s/ Christopher C. Morris
Name: Christopher Morris, Executive Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Indenture Trustee

By: /s/ Kristen L. Puttin
Name:
Title:

Exhibit 4.46

AMENDMENT NO. 1 TO SERIES 2013-1 SUPPLEMENT

THIS AMENDMENT NO. 1, dated as of December 22, 2015 (this "Amendment"), is made to amend the Amended and Restated Series 2013-1 Supplement, dated as of February 4, 2015 (the "Supplement") issued pursuant to the Amended and Restated Indenture, dated as of February 4, 2015 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between TEXTAINER MARINE CONTAINERS IV LIMITED, as issuer (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as indenture trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer and the Indenture Trustee have previously entered into the Indenture and the Supplement;

WHEREAS, the parties desire to amend the Supplement in order to amend certain provisions of this Supplement;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Supplement.

Section 2. Amendments to the Supplement. Pursuant to Section 705 of the Supplement and Section 1002 of the Indenture, effective on the date of this Amendment, following the execution and delivery hereof, the parties hereto agree as follows:

(a) Section 101 of the Supplement is hereby amended by deleting the definition of "Disposition Ratio" in its entirety and replacing it with the following:

"**Disposition Ratio**" means each of the following:

(a) the quotient of (i) the sum of all gross disposition proceeds for all Disposition Ratio Containers of all of TGH's Subsidiaries (collectively, "TGH Group Disposed Containers") disposed of during the most recent 6 months (or, if fewer than 6,000 TGH Group Disposed Containers have been disposed of during such six month period, such longer period as is necessary to include a sample of at least 6,000 TGH Group Disposed Containers disposed) (such period, which shall be rounded to the end of the Collection Period in which the last Container in such group was sold, the "TGH Disposition Measurement Period"), divided by (ii) the sum of the Net Book Values on the last day of the month preceding such disposition of all TGH Group Disposed Containers disposed of during the TGH Disposition Measurement Period; or

(b) the quotient of (i) the sum of all gross disposition proceeds for all Disposition Ratio Containers of the Issuer (collectively, "Issuer Disposed Containers") disposed of during the most recent 6 months (or, if fewer than 3,000 Issuer Disposed Containers have been disposed of during such six month period, such longer period as is necessary to include a sample of at least 3,000 Issuer Disposed Containers disposed) (such period, which shall be rounded to the end of the Collection Period in which the last Container in such group was sold, the "TMCL IV Disposition Measurement Period"), divided by (ii) the sum of the Net Book Values on the last day of the month preceding such disposition of all Issuer Disposed Containers disposed of during the TMCL IV Disposition Measurement Period.

(b) Section 101 of the Supplement is hereby amended by deleting the definition of "Series 2013-1 Asset Base" in its entirety and replacing it with the following:

"**Series 2013-1 Asset Base**" means, as of any date of determination, an amount equal to the sum of (a) the product of (i) Asset Allocation Percentage for Series 2013-1 in effect on such date of determination, (ii) a percentage equal to one hundred percent (100%) minus the Series 2013-1 Required Overcollateralization Percentage in effect on such date of determination and (iii) the sum of (x) the Aggregate Net Book Value (measured as of the last day of the immediately preceding calendar month) and (y) the aggregate outstanding balance of receivables resulting from the sale or disposition of Eligible Containers which have not been outstanding for more than 60 days, plus (b) an amount equal to the sum of (i) the amount of cash and Eligible Investments on deposit in the Series 2013-1 Restricted Cash Account on such date of determination, and (ii) an amount equal to the product of (x) the Asset Allocation Percentage for Series 2013-1 in effect on such date of determination and (y) the amount of cash and Eligible Investments on deposit in the Excess Funding Account on such date of determination. For the avoidance of doubt, no amount of cash or Eligible Investments on deposit in the Series 2013-1 Dynamic Cash Reserve Account shall not be apart of the Series 2013-1 Asset Base.

(c) Section 101 of the Supplement is hereby amended by deleting the definition of "Series 2013-1 Available Funds" in its entirety and replacing it with the following:

"Series 2013-1 Available Funds" means, as of any Payment Date, an amount equal to the sum of (i) an amount equal to the product of (x) the Available Distribution Amount for such Payment Date and (y) the Collection Allocation Percentage for Series 2013-1 in effect on such Payment Date, (ii) all amounts transferred to the Series 2013-1 Series Account from the Series 2013-1 Restricted Cash Account on such Payment Date, (iii) all amounts received by the Issuer since the immediately preceding Payment Date pursuant to any Series 2013-1 Interest Rate Hedge Agreement, (iv) if a Series 2013-1 Early Amortization Event shall have occurred and then be continuing, the amount of funds transferred to the Series 2013-1 Series Account from the Excess Funding Account and the Series 2013-1 Dynamic Cash Reserve Account on such Payment Date, and (v) the amount of any Shared Available Funds (as defined in the Supplements for each other Series of Notes then Outstanding) deposited to the Series 2013-1 Series Account on such Payment Date in accordance with the terms of the Supplement for each other Series of Notes then Outstanding.

(d) Section 101 of the Supplement is hereby amended by adding the definition of "Series 2013-1 Dynamic Cash Reserve Account" in the appropriate alphabetical order:

"Series 2013-1 Dynamic Cash Reserve Account" means the account of that name established in accordance with Section 305 hereof.

(e) Section 101 of the Supplement is hereby amended by adding the definition of "Series 2013-1 Dynamic Cash Reserve Amount" in the appropriate alphabetical order:

"Series 2013-1 Dynamic Cash Reserve Amount" means, as of any Payment Date, an amount equal to the product of (a) a percentage equal to the excess of (i) one hundred percent (100%), over (ii) the Series 2013-1 Dynamic Cash Reserve Percentage, then in effect, and (b) the Unpaid Principal Balance for Series 2013-1 as of such Payment Date, which Unpaid Principal Balance shall be calculated after giving effect to all advances of principal and principal payments made on such Payment Date. If the percentage set forth in clause (a) is a negative number, then the percentage will be deemed to be zero.

(f) Section 101 of the Supplement is hereby amended by adding the definition of "Series 2013-1 Dynamic Cash Reserve Percentage" in the appropriate alphabetical order:

"Series 2013-1 Dynamic Cash Reserve Percentage" means, as of any date of determination, the lowest Three Month Disposition Ratio (expressed as a percentage) for the six calendar months preceding such date of determination.

(g) Section 213(a) of the Supplement is hereby amended and restated to read as follows:

(a) In order to secure and provide for the repayment and payment of the Series 2013-1 Notes and all Series 2013-1 Interest Rate Hedge Agreements, the Issuer hereby confirms the grant of a security interest in and assignment, pledge, grant, transfer and set over to the Indenture Trustee, for the benefit of the Series 2013-1 Noteholders and each Interest Rate Hedge Provider with respect to Series 2013-1, all of the Issuer's right, title and interest in and to the following (whether now or hereafter existing or accrued): (i) the Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account; (ii) all funds on deposit in the Series 2013-1 Restricted Cash Account and Series 2013-1 Series Account and all Security Entitlements credited thereto from time to time; (iii) all investments made at any time and from time to time with monies in the Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, such Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (items described in clauses (i) through (vi) collectively, the "Series 2013-1 Series-Specific Collateral"). The Indenture Trustee shall possess all right, title and interest in and to all funds on deposit from time to time in the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account and in all proceeds thereof, and shall be the only person authorized to originate Entitlement Orders with respect thereto.

(h) Section 302(e) of the Supplement is hereby amended and restated to read as follows:

(e) On each Payment Date, the Indenture Trustee shall, in accordance with the Manager Report (or in the absence of any Manager Report, in accordance with written instructions from the Control Party), deposit in the Series 2013-1 Series Account for distribution in accordance with the terms of this Supplement the positive difference, if any, of (i) the amounts then on deposit in the Series 2013-1 Restricted Cash Account (after giving effect to any withdrawals therefrom on such Payment Date), minus (ii) an amount equal to the Series 2013-1 Restricted Cash Amount for such Payment Date. On the Series 2013-1 Legal Final Payment Date or, at the direction of the Control Party upon the occurrence of a Series 2013-1 Event of Default, any remaining funds in the Series 2013-1 Restricted Cash Account will be deposited in the Series 2013-1 Series Account and be distributed in accordance with **Section 303**.

(i) Section 303(b)(x) of the Supplement is hereby amended and restated to read as follows:

(x) To make payments pursuant to clauses (A) and (B) below, on a pro rata basis determined based on the amount of the required deposit pursuant to each such clause:

(A) to the Series 2013-1 Restricted Cash Account, an amount sufficient so that the total amount on deposit in the Series 2013-1 Restricted Cash Account is equal to the Series 2013-1 Restricted Cash Amount for such Payment Date; and

(B) to the Series 2013-1 Dynamic Cash Reserve Account, an amount sufficient so that the total amount on deposit in the Series 2013-1 Dynamic Cash Reserve Account is equal to the Series 2013-1 Dynamic Cash Reserve Amount for such Payment Date;

(j) Article III of the Supplement is hereby amended by adding the section "Section 305. Series 2013 Dynamic Case Reserve Account." in the numerical order as provided in Annex I to this Amendment.

(k) Section 401(a) of the Supplement is hereby amended and restated as provided in Annex II to this Amendment.

(l) Section 606 of the Supplement is hereby amended and restated to read as follows:

Section 606. Place of Business. The Issuer's only "place of business" (within the meaning of Section 9-307 of the UCC) is located at Century House, 16 Par-la-Ville Road, Hamilton HM HX, Bermuda. The Issuer does not maintain an office or assets in the United States, other than (i) the Trust Account, the Excess Funding Account, the Series 2013-1 Dynamic Cash Reserve Account, the Series 2013-1 Restricted Cash Account and the Series Accounts, (ii) off-hire containers located in depots in the United States and (iii) Managed Containers described in Section 606(g) of the Indenture and Leases pursuant to Section 7.7 of the Management Agreement.

(m) Section 620(b) of the Supplement is hereby amended and restated to read as follows:

(b) The Managed Containers constitute "goods" or "inventory" within the meaning of the applicable UCC. The Leases constitute "tangible chattel paper" within the meaning of the UCC. The lease receivables constitute "accounts" or "proceeds" of the Leases within the meaning of the UCC. The Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account constitute "securities accounts" within the meaning of the UCC. The Issuer's contractual rights under any Interest Rate Hedge Agreements, the Contribution and Sale Agreement, each Container Transfer Agreement and the Management Agreement constitute "general intangibles" within the meaning of the UCC.

(n) Section 620(h) of the Supplement is hereby amended and restated to read as follows:

(h) The Issuer has taken all steps necessary to cause Wells Fargo Bank, National Association (in its capacity as securities intermediary) to identify in its records the Indenture Trustee as the Person having a Securities Entitlement in each of the Trust Account, the Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account.

(o) Section 620(i) of the Supplement is hereby amended and restated to read as follows:

(i) The Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and Series 2013-1 Series Account are not in the name of any

Person other than the Issuer or Indenture Trustee. The Issuer has not consented to Wells Fargo Bank, National Association (as the Securities Intermediary of the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account) entering into any agreement in which it has agreed to comply with entitlement orders of any Person other than the Indenture Trustee.

(p) Section 620(j) of the Supplement is hereby amended and restated to read as follows:

(j) All Eligible Investments have been and will have been credited to one of the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account and the Series 2013-1 Series Account. The securities intermediary for each of the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account has agreed to treat all assets credited to the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account as "financial assets" within the meaning of the UCC.

(q) Section 620(k) of the Supplement is hereby amended and restated to read as follows:

(k) The Issuer has delivered to Indenture Trustee a fully executed agreement pursuant to which the securities intermediary has agreed to comply with all instructions originated by the Indenture Trustee relating to the Trust Account, the Excess Funding Account, the Series 2013-1 Restricted Cash Account, the Series 2013-1 Dynamic Cash Reserve Account and the Series 2013-1 Series Account without further consent by the Issuer.

Section 3. Representations and Warranties. (a) The Issuer hereby confirms that each of the representations and warranties set forth in Article VI of the Supplement are true and correct as of the date first written above with the same effect as though each had been made by such party as of such date, except to the extent that any of such representations and warranties expressly relate to earlier dates.

(b) The Issuer hereby confirms that each of the conditions precedent to the amendment to the Supplement have been, or contemporaneously with the execution of this Amendment will be, satisfied.

Section 4. Effectiveness of Amendment.

(a) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) On and after the execution and delivery hereof, (i) this Amendment shall become a part of the Supplement and (ii) each reference in the Supplement to "this Supplement", or "hereof", "hereunder" or words of like import, and each reference in any other document to the Supplement shall mean and be a reference to such Supplement, as amended or modified hereby.

(c) Except as expressly amended or modified hereby, the Supplement shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

(d) The Issuer shall have paid a fee to each Series 2013-1 Noteholder in an amount equal to the product of (i) two tenths of one percent (0.20%) and (ii) the amount of the Series 2013-1 Note Commitment of such Series 2013-1 Noteholder.

(e) Each of the Indenture Trustee and Manager hereby waives, solely with respect to this Amendment, any advance notice requirement to this Amendment set forth in any Series 2013-1 Related Documents.

(f) This Amendment constitutes a Series 2013-1 Related Document for all purposes under the Supplement and the other Series 2013-1 Related Documents.

Section 5. Execution in Counterparts, Effectiveness. This Amendment may be executed by the parties hereto in separate counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Section 6. Governing Law. **THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW BUT WITHOUT REFERENCE TO NEW YORK'S CONFLICTS OF LAW PRINCIPLES), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

TEXTAINER MARINE CONTAINERS IV LIMITED

By: /s/ Christopher Morris
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Indenture Trustee

By: /s/ Kristen L. Puttin
Name:
Title:

THE AMENDMENT NO. 1 TO THE AMENDED AND RESTATED SERIES 2013-1 SUPPLEMENT IS HEREBY APPROVED BY THE SERIES 2013-1 NOTEHOLDERS:

ROYAL BANK OF CANADA

By: /s/ Roger Pellegrin
Name:
Title:

By: /s/ Austin Meier
Name:
Title:

ABN AMRO CAPITAL USA LLC

By: /s/ Eric E. Altmann
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Douglas Frankel
Name:
Title:

SUNTRUST BANK

By: /s/ Jason Meyer
Name:
Title:

ACKNOWLEDGED AND AGREED SOLELY TO
SECTION 4(E)
TEXTAINER EQUIPMENT MANAGEMENT LIMITED

By: /s/ Christopher Morris
Name:
Title:

Section 305. Series 2013-1 Dynamic Cash Reserve Account.

(a) The Issuer shall maintain so long as any Series 2013-1 Note remains Outstanding, an Eligible Account in the name of the Issuer with the Indenture Trustee which shall be designated as the "**Series 2013-1 Dynamic Cash Reserve Account**", which account shall be held by the Indenture Trustee, for the benefit of the Series 2013-1 Noteholders and each Interest Rate Hedge Provider with respect to Series 2013-1 pursuant to the terms of this Supplement. On any date on which the Issuer receives a Capital Contribution or other source of funds for such purpose, the Issuer will deposit (or cause to be deposited) into the Series 2013-1 Dynamic Cash Reserve Account an amount necessary to cause the amount therein to be equal to the Series 2013-1 Dynamic Cash Reserve Amount. In addition, on each Payment Date amounts shall be deposited in the Series 2013-1 Dynamic Cash Reserve Account in accordance with **Section 303**. The Series 2013-1 Dynamic Cash Reserve Account shall not be relocated to another financial institution except to a financial institution to which the Series 2013-1 Restricted Cash Account could be transferred pursuant to Section 303(d) of the Indenture. Any and all monies on deposit in the Series 2013-1 Dynamic Cash Reserve Account shall be invested in Eligible Investments in accordance with Section 303 of the Indenture and shall be distributed in accordance with this **Section 305**.

(b) In the event that the Manager Report delivered on any Determination Date indicates that a Series 2013-1 Early Amortization Event has occurred and is continuing, the Indenture Trustee shall on such Determination Date draw on the Series 2013-1 Dynamic Cash Reserve Account in an amount equal to all amounts then on deposit in the Series 2013-1 Dynamic Cash Reserve Account and deposit such funds into the Series 2013-1 Series Account to be included in the Series 2013-1 Available Funds for the related Payment Date.

(c) In the event that the Manager Report delivered on any Determination Date indicates that the Series 2013-1 Dynamic Cash Reserve Amount is zero, the Indenture Trustee shall, in accordance with the Manager Report (or in the absence of any Manager Report, in accordance with written instructions from the Control Party), on the related Payment Date, deposit in the Series 2013-1 Series Account for distribution in accordance with the terms of this Supplement all amounts then on deposit in the Series 2013-1 Dynamic Cash Reserve Account (after giving effect to any withdrawals therefrom on such Payment Date).

Section 401. Series-Specific Early Amortization Events.

Each of the following events or conditions shall constitute a "**Series-Specific Early Amortization Event**" for Series 2013-1:

(i) The occurrence and continuance of a Series-Specific Event of Default;

(ii) As of any date of determination, the EBIT Ratio shall be less than 1.25 to 1.0;

(iii) As of any Payment Date, the Disposition Ratio (expressed as a percentage) set forth in either paragraph (a) or paragraph (b) of the definition thereof shall be less than ninety percent (90%);

(iv) (A) a breach of any financial covenant of TGH set forth in the documents governing any Indebtedness of TGH in an aggregate principal amount of $10,000,000 or greater (the "**Funded Debt Documents**") shall have occurred and shall not have been permanently waived within sixty (60) days thereafter by the applicable lenders, or (B) any default, not described in clause (A), under any Funded Debt Document shall have occurred and as a result the required lenders under the affected financing transaction have accelerated all or part of such Indebtedness;

(v) The Issuer shall (A) engage in a Restricted Issuance, or (B) amend the Series 2013-1 Notes subsequent to the Restatement Date in a manner such that the Series 2013-1 Notes would constitute a Restricted Issuance or (C) consent to an action by a Series 2013-1 Noteholder or any member of its Related Group contemplated in Section 4.2(f) of the Series 2013-1 Note Purchase Agreement;

(vi) As of any Payment Date, the Unpaid Principal Balance for Series 2013-1 shall exceed the Series 2013-1 Asset Base, and such condition continues unremedied for a period of ten (10) consecutive days;

(vii) The Stated Conversion Date occurs and is not extended by all of the Series 2013-1 Noteholders; and

(viii) As of any Payment Date, the amount of funds on deposit in the Series 2013-1 Dynamic Cash Reserve Account is less than the Series 2013-1 Dynamic Cash Reserve Amount for such date, and such condition continues unremedied for ten (10) consecutive days.

Exhibit 4.47

REVOLVING CREDIT AGREEMENT

Dated as of July 23, 2015

among

TEXTAINER LIMITED,

as the Borrower,

TEXTAINER GROUP HOLDINGS LIMITED,

as the Guarantor,

ABN AMRO CAPITAL USA LLC,

as Administrative Agent,

and

THE OTHER LENDERS PARTY HERETO

Arranged By:

ABN AMRO CAPITAL USA LLC

As Mandated Lead Arranger and Book Runner

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REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT (this "***Agreement***") is entered into as of July 23, 2015, among TEXTAINER LIMITED, an exempted company with limited liability incorporated under the laws of Bermuda (the "***Borrower***"), TEXTAINER GROUP HOLDINGS LIMITED, an exempted company with limited liability incorporated under the laws of Bermuda (the "***Guarantor***"), each lender from time to time party hereto (collectively, the "***Lenders***" and individually, a "***Lender***"), and ABN AMRO CAPITAL USA LLC, as Administrative Agent.

The Borrower has requested that the Lenders provide a revolving credit facility, and the Lenders are willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"***ABN AMRO***" means ABN AMRO Capital USA LLC and its successors.

"***Administrative Agent***" means ABN AMRO, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"***Administrative Agent's Office***" means the Administrative Agent's address and, as appropriate, account as set forth on **Schedule 11.02**, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"***Administrative Questionnaire***" means an Administrative Questionnaire in substantially the form of **Exhibit E-2** or any other form approved by the Administrative Agent.

"***Affiliate***" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"***Aggregate Outstanding Amount***" means, as of any date of determination, an amount equal to the sum of Outstanding Amount of all Loans owing to all of the Lenders.

"***Aggregate Commitments***" means, as of any date of determination, an amount equal to the sum of the Commitments of all the Lenders.

"***Agent Parties***" has the meaning specified in **Section 11.02**.

"***Agreement***" means this Revolving Credit Agreement, as amended, modified and supplemented in accordance with the terms hereof.

"***Applicable Percentage***" means, with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender's Commitment at such time. If the commitment of each Lender to make Loans has been terminated pursuant to **Section 8.02** or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on **Schedule 2.01** or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"***Applicable Rate***" means, from time to time, the following percentages per annum, based upon the Consolidated Leverage Ratio of the Guarantor as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to **Section 6.02(b)**:

Pricing Level	Consolidated Leverage Ratio of Guarantor	Commitment Fee	Eurodollar Rate Loans	Base Rate Loans
1	<2.75:1	0.20%	1.30%	0.80%
2	>2.75:1 but ≤3.25:1	0.25%	1.45%	0.95%
3	>3.25:1	0.30%	1.65%	1.15%

Any increase or decrease in the Applicable Rate resulting from a change in the Consolidated Leverage Ratio of the Guarantor shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to **Section 6.02(b)**; *provided, however, that* if a Compliance Certificate is not delivered when due in accordance with such Section, then Pricing Level 3 shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and in each case shall remain in effect until the date on which such Compliance Certificate is delivered. The Applicable Rate in effect from the Closing Date through the date on which the first Compliance Certificate is delivered pursuant to **Section 6.02(b)** shall be determined based upon Pricing Level 1.

Notwithstanding anything to the contrary contained in this definition, the determination of the Applicable Rate for any period shall be subject to the provisions of **Section 2.10(b)**.

"***Approved Fund***" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"***Arranger***" means ABN AMRO in its capacity as mandated lead arranger and book runner.

"***Assignee Group***" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"***Assignment and Assumption***" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by **Section 11.06(b)**), and accepted by the Administrative Agent, in substantially the form of **Exhibit E** or any other form (including electronic documentation generated by MarkitClear or other electronic platform) approved by the Administrative Agent.

"***Audited Financial Statements***" means the audited consolidated balance sheet of the Guarantor and its Subsidiaries for the fiscal year ended December 31, 2014, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the Guarantor and its Subsidiaries, including the notes thereto.

"***Availability Period***" means the period from and including the Closing Date and ending on the earlier to occur of (a) the Maturity Date and (b) the date on which the Commitments are terminated pursuant to **Section 8.02**.

"***Base Rate***" means for any day a rate per annum equal to (whether variable with respect to (a) and (b) below or fixed with respect to (c) below) the highest of (a) the Federal Funds Rate in effect for such day plus ½ of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by JPMorgan Chase Bank as its "prime rate" and (c) the Eurodollar Rate plus 1.00%; *provided, however,* the Base Rate shall never be less than 0%. The "prime rate" is a rate set by JPMorgan Chase Bank as a reference rate and not necessarily representing the lowest or best rate being charged to any customer. Any change in such rate announced by JPMorgan Chase Bank shall take effect at 12:01 a.m. on the day specified in the public announcement of such change, immediately without notice or demand of any kind.

"***Base Rate Loan***" means a Loan that bears interest based on the Base Rate.

"***BBA LIBOR***" means the ICE Benchmark Administration Limited LIBOR Rate.

"***Blanket Management Agreement***" means the Amended and Restated Equipment Management Services Agreement, dated as of November 1, 2002, between TEML and Borrower, as the same may be amended, restated, supplemented or otherwise modified from time to time. The term "Blanket Management Agreement" shall also be deemed to include any and all other written agreements which Borrower and TEML may enter into from time to time under which TEML has a right to hold, manage, lease or rent property (including Marine Containers), other than Collateral, of Borrower.

"***Borrower***" has the meaning specified in the introductory paragraph hereto.

"***Borrower Materials***" has the meaning specified in **Section 6.02**.

"***Borrowing***" means a borrowing consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period, made by each of the Lenders pursuant to **Section 2.01**.

"***Borrowing Base***" means, as at any date of determination, an amount equal to the product of (i) 85% and (ii) the sum of the Net Book Values on such date of all Eligible Marine Containers.

"***Borrowing Base Certificate***" means a certificate with appropriate insertions setting forth the components of the Borrowing Base as of the last day of the calendar month for which such certificate is submitted, or as of a requested Loan funding date or applicable Collateral release date, as the case may be, which certificate shall be substantially in the form of **Exhibit G** and shall be executed by a Responsible Officer of Borrower.

"***Business Day***" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located and, if such day relates to any Eurodollar Rate Loan, means any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"***Cash Equivalents***" means, in the case of Borrower, any of the following which are free and clear of all Liens (other than Liens created under the Collateral Documents, or permitted under Section 7.01(l), or customary Liens in favor of financial institutions holding such assets) and, in the case of Guarantor, any of the following:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; *provided* that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, or is organized under the laws of Canada, any province thereof or is the principal banking subsidiary of a bank holding company organized under the laws of Canada or any province thereof, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least $1,000,000,000, in each case with maturities of not more than 90 days from the date of acquisition thereof;

(c) commercial paper in an aggregate amount of no more than $10,000,000 per issuer outstanding at any time issued by any Person organized under the laws of any state of the United States of America or any province of Canada and rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof; and

(d) Investments, classified in accordance with GAAP as current assets of the Borrower or any of its Subsidiaries, in money market investment programs registered

under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition.

"***Casualty Event***" means any of the following events with respect to any Marine Container: (a) the actual total loss or compromised total loss thereof, (b) such Marine Container shall become lost, stolen, destroyed, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever, (c) the seizure thereof for a period exceeding sixty (60) days or the condemnation or confiscation thereof or (d) if such Marine Container is subject to a Lease, such Marine Container shall be deemed under its Lease to have suffered a casualty loss as to the entire Marine Container.

"***Change in Law***" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlement, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities pursuant to Basel III, and (z) the implementation or application of, or compliance with, CRD IV (as defined below) or CRR (as defined below), or any law or regulation that implements or applies CRD IV or CRR shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued or implemented. As used herein, "***CRD IV***" means Directive 2013/36/EU of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directive 2006/48/EC and 2006/49/EC, and "***CRR***" means regulation (EU) no. 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending regulation (EU) No. 648/2012.

"***Change of Control***" means, with respect to any Person, an event or series of events after the date hereof by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "***option right***")), directly or indirectly, of thirty percent (30%) or more of the equity securities of such Person entitled to vote for members of the board of directors or equivalent governing body of such Person on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right);

(b) during any period of twelve (12) consecutive months, a majority of the members of the board of directors or other equivalent governing body of such Person cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; or

(c) any Person or two or more Persons acting in concert shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of such Person, or control over the equity securities of such Person entitled to vote for members of the board of directors or equivalent governing body of such Person on a fully-diluted basis (and taking into account all such securities that such Person or group has the right to acquire pursuant to any option right) representing thirty percent (30%) or more of the combined voting power of such securities.

"***Closing Date***" means the first date all the conditions precedent in **Sections 4.01** and **4.02** are satisfied or waived in accordance with **Section 11.01**.

"***Code***" means the Internal Revenue Code of 1986.

"***Collateral***" means all of the "Collateral" referred to in the Collateral Documents and all of the other property in which a Lien is purported to be granted under the terms of the Collateral Documents in favor of the Administrative Agent for the benefit of the Secured Parties.

"***Collateral Documents***" means, collectively, the Security Agreement, and any other security agreements, pledge agreements or other similar agreements delivered to the Administrative Agent pursuant to **Section 4.01**, **4.02** or **6.13**.

"***Collateral Management Agreement***" means the Equipment Management Services Agreement, dated as of the Closing Date, between TEML and Borrower, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"***Commitment***" means, as to each Lender, its obligation to make Loans to the Borrower pursuant to **Section 2.01**, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on **Schedule 2.01** or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"***Commodity Exchange Act***" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"***Competitor***" means any Person engaged and competing with either the Borrower or the Manager in the container leasing business; *provided, however, that* in no event shall any insurance company, bank, bank holding company, savings institution or trust company, fraternal benefit society, pension, retirement or profit sharing trust or fund, or any collateralized bond obligation fund or similar fund (or any trustee of any such fund) or any holder of any obligations of any such fund (solely as a result of being such a holder) be deemed to be a Competitor unless such Person or any of its Affiliates are directly and actively engaged in the operation of a container leasing business.

"***Compliance Certificate***" means a certificate substantially in the form of **Exhibit D**.

"***Connection Income Taxes***" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"***Consolidated Funded Debt***" means for any Person, on a consolidated basis, as of any date of determination, the total amount of the Indebtedness of such Person and its Subsidiaries described in clauses (a) through (g) and clause (i) of the definition thereof; *provided* that, with respect to clause (c) of the definition thereof, any Swap Contracts entered into by such Person to hedge interest rate risk and which are not entered into for speculative purposes shall not be included in the calculation of Consolidated Funded Debt. For purposes of **Section 7.11**, the Consolidated Funded Debt of each Loan Party shall be calculated to exclude the Consolidated Funded Debt (i) of TWC shown in the most recent consolidating financial statements of the Guarantor delivered pursuant to **Section 6.01** and (ii) of any Subsidiary to the extent of any ownership of such Subsidiary held by any Person that is not a Loan Party or Affiliate thereof.

"***Consolidated Intangible Assets***" means for any Person, on a consolidated basis, as of any date of determination, all of the assets of such Person and its Subsidiaries that are considered to be intangible assets under GAAP, including customer lists, goodwill, computer software, copyrights, trade names, trademarks, patents, franchises, licenses, unamortized deferred charges, unamortized debt discount, the unamortized purchase price of acquired servicing or management rights and capitalized research and development costs.

"***Consolidated Interest Coverage Ratio***" means for any Person during any Measurement Period, the ratio of (A) the sum of (i) Consolidated Net Income of such Person (or, in the case of the Borrower, such Person without giving effect to any of its Subsidiaries (except as set forth in the proviso in this **clause (i)**) for such Measurement Period; *provided, however, that* with respect to the Consolidated Net Income of the Borrower, dividends paid by any Subsidiary of the Borrower or TWC shall be included in the calculation of the Consolidated Net Income of the Borrower, but only to the extent such dividends are actually paid in cash to the Borrower during such Measurement Period, (ii) income tax expense of such Person and its Subsidiaries (or, in the case of the Borrower, such Person without giving effect to any of its Subsidiaries) for such Measurement Period, (iii) Consolidated Interest Expense of such Person and its Subsidiaries (or, in the case of the Borrower, such Person without giving effect to any of its Subsidiaries (except

as set forth in the proviso in this **clause (iii)**) for such Measurement Period; *provided, however, that* with respect to the Consolidated Interest Expense of the Borrower, interest expense payments made by the Borrower during such Measurement Period under any guaranties of Indebtedness of its Subsidiaries shall be included in the calculation of the Consolidated Interest Expense of the Borrower to the extent (x) not otherwise included in the Borrower's Consolidated Interest Expense and (y) deducted in calculating the Borrower's Consolidated Net Income during such Measurement Period, and (iv) rental expense of such Person and its Subsidiaries (or, in the case of the Borrower, such Person without giving effect to any of its Subsidiaries) during such Measurement Period relating to any lease of Marine Containers or transportation equipment under which such Person or Subsidiary is lessee, to (B) the sum of (1) Consolidated Interest Expense of such Person and its Subsidiaries (or, in the case of the Borrower, such Person without giving effect to any of its Subsidiaries, except as set forth in the proviso in this clause (1)) during such Measurement Period (to the extent that such amount is actually paid in cash by such Person during such Measurement Period); *provided, however, that* with respect to the Consolidated Interest Expense of the Borrower, interest expense payments made by the Borrower during such Measurement Period under any guaranties of Indebtedness of its Subsidiaries shall be included in the calculation of the Consolidated Interest Expense of the Borrower during such Measurement Period to the extent not otherwise included in the Borrower's Consolidated Interest Expense for such Measurement Period, and (2) rental expense of such Person and its Subsidiaries (or, in the case of the Borrower, such Person without giving effect to any of its Subsidiaries) during such Measurement Period relating to any lease of Marine Containers or transportation equipment under which such Person or any Subsidiary thereof is lessee. For purposes of **Section 7.11** of this Agreement, the Consolidated Interest Coverage Ratio of each Loan Party shall be calculated to exclude the net income of (i) of TWC (except as set forth in the proviso in clause (i) above) shown in the most recent consolidating financial statements of the Guarantor delivered pursuant to **Section 6.01** and (ii) of any Subsidiary to the extent of any ownership of such Subsidiary held by any Person that is not a Loan Party or Affiliate thereof.

"***Consolidated Interest Expense***" means for any Person on a consolidated basis during any Measurement Period, the aggregate amount of the interest expense during such Measurement Period in respect of Indebtedness of such Person and its Subsidiaries, as determined in accordance with GAAP. For purposes of determining the amount of interest expense paid in connection with Indebtedness described in (i) **clause (c)** of the definition thereof, net cash costs (or gains) under such Indebtedness (including amortization of fees) shall be included in the foregoing calculation, and (ii) **clause (f)** of the definition thereof, the interest component of payments on such Indebtedness paid, accrued and/or scheduled to be paid or accrued by such Person and its Subsidiaries during such Measurement Period shall be included in the foregoing calculation. For purposes of **Section 7.11**, the Consolidated Interest Expense shall be calculated to exclude the interest expense (i) of TWC shown in the most recent consolidating financial statements of the Guarantor delivered pursuant to **Section 6.01** and (ii) of any Subsidiary to the extent of any ownership of such Subsidiary held by any Person that is not a Loan Party or Affiliate thereof.

"***Consolidated Leverage Ratio***" means for any Person, as of any date of determination, the ratio of (a) Consolidated Funded Debt of such Person to (b) Consolidated Tangible Net Worth of such Person on such date.

"***Consolidated Net Income***" means for any Person, on a consolidated basis, as calculated for any Measurement Period, the net income (or loss) of such Person and its Subsidiaries for such Measurement Period; *provided, however, that* Consolidated Net Income shall exclude (a) extraordinary gains and extraordinary losses for such Measurement Period, and (b) any unrealized adjustments, whether positive or negative, to such net income (or loss) arising from the implementation of Statement of Financial Accounting Standards No. 133 issued by the Financial Accounting Standards Board with respect to any interest rate hedge arrangement entered into by such Person for non-speculative purposes in order to mitigate interest rate exposure.

"***Consolidated Net Worth***" means, for any Person, on a consolidated basis, as of any date of determination, the consolidated shareholders' equity of such Person and its Subsidiaries as of that date determined in accordance with GAAP; *provided* that Consolidated Net Worth shall exclude any unrealized adjustments, whether positive or negative, arising from the implementation of Statement of Financial Accounting Standards No. 133 issued by the Financial Accounting Standards Board.

"***Consolidated Tangible Assets***" means, for any Person, as of any date of determination, the difference between (i) the Consolidated Total Assets of such Person and (ii) the Consolidated Intangible Assets of such Person.

"***Consolidated Tangible Net Worth***" means, for any Person, as of any date of determination, the difference between the Consolidated Net Worth of such Person and the Consolidated Intangible Assets of such Person. For purposes of **Section 7.11**, the Consolidated Tangible Net Worth of any Loan Party shall be calculated without giving effect to the tangible assets (i) of TWC (other than the Investment of the Borrower in TWC) or the Indebtedness of TWC, in each case, as shown in the most recent consolidating financial statements of the Guarantor delivered pursuant to **Section 6.01**, and (ii) of any Subsidiary (other than the Investment of the Borrower in TWC) or the Indebtedness of such Subsidiary, in each case, to the extent of any ownership of such Subsidiary held by any Person that is not a Loan Party or Affiliate thereof.

"***Consolidated Total Assets***" means for any Person, on a consolidated basis, as of any date of determination, all assets of such Person and its Subsidiaries on such date; *provided, however, that* Consolidated Total Assets shall exclude any unrealized adjustments, whether positive or negative, to the value of any asset consisting of an interest rate hedge arrangement, arising from the implementation of Statement of Financial Accounting Standards No. 133 issued by the Financial Accounting Standards Board, if such interest rate hedge arrangement was entered into by such Person for non-speculative purposes in order to mitigate interest rate exposure.

"***Contractual Obligation***" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"***Contributed Container***" has the meaning set forth in **Section 4.02(g)**.

"***Control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"***Debtor Relief Laws***" means the Bankruptcy Code of the United States, the Companies Act 1981 of Bermuda and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

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

"***Default Rate***" means an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate for Base Rate Loans plus (iii) 2% per annum; *provided, however, that* with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including the Applicable Rate for Eurodollar Rate Loans) otherwise applicable to such Loan plus 2% per annum.

"***Defaulting Lender***" means any Lender that (a) has failed to fund any portion of the Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, (c) has been deemed insolvent or become the subject of a bankruptcy or insolvency proceeding or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination.

"***Designated Jurisdiction***" means any country or territory that is subject to a comprehensive sanctions program as identified on a list published by (i) the United States by OFAC (currently Cuba, Iran, Sudan, Syria and the Crimea region of Ukraine) or (ii) the European Union, the United Nations or Her Majesty's Treasury, in each case as such list of sanctioned countries or territories may be updated from time to time.

"***Designated Swap Contract***" means a Swap Contract entered into by the Borrower with any Swap Provider to hedge interest rate risk with respect to the Loans.

"***Disposition***" or "***Dispose***" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"***Dollar***" and "***$***" mean lawful money of the United States.

"***Eligible Assignee***" means any Person that meets the requirements to be an assignee under **Sections 11.06(b)(iii)**, **(v)** and **(vi)** (subject to such consents, if any, as may be required under **Section 11.06(b)(iii)**).

"***Eligible Marine Container***" means any Marine Container (including those subject to a Finance Lease) which is owned by the Borrower and managed by TEML pursuant to the Collateral Management Agreement, and in which the Administrative Agent has a first priority perfected security interest free and clear of all Liens other than Permitted Collateral Liens; *provided, however, that* (A) no Marine Container which has been the subject of a Casualty Event shall be an Eligible Marine Container, (B) no Trading Marine Container shall be an Eligible Marine Container and (C) no Marine Container which is leased or subleased to a Sanctioned Person or a Sanctioned Entity (other than by the United States government, or pursuant to a license issued by the appropriate authority) shall be an Eligible Marine Container.

"***Embargoed Person***" has the meaning specified in **Section 5.20**.

"***Environmental Laws***" means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"***Environmental Liability***" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"***Equity Interests***" means, with respect to any Person, all of the shares or shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of the shares or shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares or shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute. Section references to ERISA are to ERISA, as in effect at the date of this Agreement and any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

"***ERISA Affiliate***" means any trade or business (whether or not incorporated) under common control with any member of the ERISA Group within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"***ERISA Event***" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of any member of the ERISA Group or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any member of the ERISA Group or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate a Pension Plan or a Multiemployer Plan, or the treatment of a Pension Plan or Multiemployer Plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan or a Multiemployer Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (g) the determination that any Pension Plan or Multiemployer Plan is considered, or the receipt by any member of the ERISA Group or any ERISA Affiliate of any notice that any Pension Plan or Multiemployer Plan is expected to be, an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA, as applicable, or in the case of a Multiemployer Plan, insolvent within the meaning of Section 4245 of ERISA, or in the case of a Multiemployer Plan and to the extent applicable, in reorganization within the meaning of Section 418 of the Code; or (h) the imposition of any liability under Title IV of ERISA (including the imposition of any Lien in favor of the PBGC, any Pension Plan or any Multiemployer Plan), other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any member of the ERISA Group or any ERISA Affiliate.

"***ERISA Group***" means the Borrower, the Guarantor and each of their respective Subsidiaries.

"***Eurodollar Rate***" means,

(A) for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to BBA LIBOR as published by the Reuters service on Reuters Screen LIBOR01 Page (or such other page as may replace Reuters Screen LIBOR01 Page on the Reuters service or such other commercially available source providing quotations of BBA LIBOR as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; and

(B) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to BBA LIBOR as published by the Reuters service on Reuters Screen LIBOR01 Page (or such other page as may replace Reuters Screen LIBOR01 Page on the Reuters service or such other commercially available source providing quotations of BBA LIBOR as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, on such date for Dollar deposits being delivered in the London interbank market for a term of one month commencing on that date;

provided, however, that such rate shall never be less than 0%.

"***Eurodollar Rate Loan***" means a Loan that bears interest at a rate based on the Eurodollar Rate.

"***Event of Default***" has the meaning specified in **Section 8.01**.

"***Excluded Swap Obligation***" means any portion of the Obligations related to a Swap Obligation if, and to the extent that, all or a portion of the Guaranty of the Guarantor of, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the Guaranty becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which the Guaranty or security interest is or becomes illegal.

"***Excluded Taxes***" means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch

profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under **Section 11.13**) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to **Section 3.01(a)(ii)**, **(a)(iii)** or **(c)**, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with **Section 3.01(e)** and (d) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"***FATCA***" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

"***Federal Funds Rate***" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three (3) funds brokers of recognized standing selected by the Administrative Agent.

"***Fee Letter***" means each fee letter agreement among the Borrower, the Arranger and any other parties thereto.

"***Finance Lease***" means any Lease of a Marine Container that (i) provides the lessee with the right to purchase for nominal value such Marine Container at the expiration of the term of such Lease or (ii) otherwise satisfies the criteria for classification as a direct financing lease pursuant to GAAP.

"***Foreign Lender***" means any Lender that is organized under the Laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"***Foreign Plan***" means an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is excluded from coverage under ERISA by Section 4(b)(4) thereof and is maintained or contributed to by any member of the ERISA Group or for which any member of the ERISA Group has any liability.

"***Foreign Termination Event***" means the occurrence of an event with respect to the funding or maintenance of a Foreign Plan that could reasonably be expected to result in an impairment of any Collateral.

"***Foreign Underfunding***" means the excess, if any, of the accrued benefit obligations of a Foreign Plan (based on those assumptions used to fund that Foreign Plan or, if that Foreign Plan is unfunded, based on those assumptions used for financial accounting statement purposes or, if accrued benefit obligations are not calculated for financial accounting purposes, based on such reasonable assumptions as may be approved by the Borrower's independent auditors for these purposes) over the assets of such Foreign Plan.

"***FRB***" means the Board of Governors of the Federal Reserve System of the United States.

"***Fund***" means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"***GAAP***" means, subject to **Section 1.03(b)**, generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"***Governmental Authority***" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"***Guarantee***" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent

or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"***Guarantor***" has the meaning specified in the introductory paragraph hereto.

"***Guaranty***" means the Guaranty made by the Guarantor under **Article X** in favor of the Secured Parties.

"***Hazardous Materials***" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"***HMT's Consolidated List of Financial Sanctions Targets***" means the list maintained by HM Treasury in the United Kingdom and available at https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets, or as otherwise published from time to time.

"***IFRS***" means International Financial Reporting Standards (as published by the International Accounting Standards Board).

"***Increase Effective Date***" has the meaning set forth in **Section 2.14(d)**.

"***Indebtedness***" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable and Vendor Debt in the ordinary course of business and, in each case, not past due based on the terms that were applicable to such trade account payable or Vendor Debt when such trade account payable or Vendor Debt was created);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) (i) the capitalized amount of any Capitalized Lease and (ii) the capitalized amount of the remaining payments under any Synthetic Lease, in each case, that would appear on the balance sheet of such Person prepared at such time in accordance with GAAP;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends;

(h) all Guarantees of such Person in respect of any of the foregoing; and

(i) any of the foregoing of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person.

"***Indemnified Taxes***" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"***Indemnitee***" has the meaning specified in **Section 11.04(b)**.

"***Information***" has the meaning specified in **Section 11.07**.

"***Interest Payment Date***" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; *provided, however, that* if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each calendar month and the Maturity Date.

"***Interest Period***" means, as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending one month thereafter or such other period that is twelve months or less requested by the Borrower and consented to by all the Lenders; *provided* that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date.

"***Inventory***" means all goods (as defined in the UCC) of Borrower held for sale, lease or rental consisting of intermodal containers, trailers, Marine Containers, and other container related transportation goods.

"***Investment***" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of shares, capital stock or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor Guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit or all or a substantial part of the business of, such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"***IRS***" means the United States Internal Revenue Service.

*"**JPMorgan Chase Bank***" means JPMorgan Chase Bank, N.A., and its successors.

"***Laws***" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"***Lease***" means each and every item of chattel paper, installment sales agreement, lease or rental agreement (including progress payment authorizations) to the extent relating to a Marine Container owned by Borrower, and includes, with respect to the foregoing, (a) all payments to be made thereunder, (b) all rights of Borrower therein, and (c) any and all amendments, renewals, extensions or guaranties thereof.

"***Lender***" has the meaning specified in the introductory paragraph hereto.

"***Lending Office***" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"***Lien***" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing); *provided* that, for purposes of clarification, neither the Blanket Management Agreement nor any Segregated Management Agreement shall be deemed to constitute a Lien on the assets subject to management thereunder.

"***Loan***" has the meaning specified in **Section 2.01**.

"***Loan Documents***" means, collectively, (a) this Agreement (including the Guaranty), (b) the Notes, (c) the Collateral Documents and (d) the Fee Letter.

"***Loan Notice***" means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Eurodollar Rate Loans pursuant to **Section 2.02**, which, if in writing, shall be substantially in the form of **Exhibit A**.

"***Loan Parties***" means, collectively, the Borrower and the Guarantor.

"***Manager***" means TEML, in its capacity as Manager under the Collateral Management Agreement.

"***Marine Container***" means any dry cargo, refrigerated, open top, flat rack, tank, high cube or other type of marine container which is held for lease or rental or sale, including those used as land-based storage containers (including any Trading Marine Container).

"***Marine Container Collateral***" means all Marine Containers that are Collateral.

"***Material Adverse Effect***" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Guarantor, the Borrower or their Subsidiaries taken as a whole; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

"***Material Subsidiary***" means, with respect to any Loan Party, any Subsidiary of such Loan Party (other than a Receivables Subsidiary) that owns assets in excess of ten percent (10%) of the book value of the total assets of TGH and its Subsidiaries.

"***Maturity Date***" means July 23, 2020.

"***Measurement Period***" means, at any date of determination for any Person, the most recently completed four fiscal quarters of such Person.

"***Moody's***" means Moody's Investors Service, Inc. and any successor thereto.

"***Multiemployer Plan***" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any member of the ERISA Group or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"***Net Book Value***" means, as of any date of determination with respect to (a) a Marine Container that is not subject to a Finance Lease, an amount equal to the Original Equipment Cost of such Marine Container, less any accumulated depreciation as of such date of determination, calculated utilizing either (i) the Borrower's depreciation policy as set forth on **Exhibit H** or (ii) if it would result in a higher monthly depreciation expense, any other depreciation method used by the Manager, and (b) a Marine Container that is subject to a Finance Lease, the then net investment value in such Finance Lease, as determined in accordance with GAAP.

"***Note***" means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender, substantially in the form of **Exhibit C**.

"***Obligations***" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any (i) Loan or (ii) Designated Swap Contract, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"***OFAC***" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"***Ordinary Course of Business***" means, in respect of any transaction involving the Borrower, the Guarantor or any of its Subsidiaries, in accordance with the customary practice of operators of container fleets or similar businesses, and undertaken by the Borrower, the Guarantor or any of its Subsidiaries, in good faith and not for purposes of evading any covenant or restriction in any Loan Document, including any transfer of Receivables Program Assets from Borrower to any Receivables Subsidiary that is permitted pursuant to **Section 7.05(c)** or Disposition of Trading Marine Containers permitted pursuant to **Section 7.05(d)**.

"***Organization Documents***" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction) of such corporation; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement (or equivalent or comparable documents with respect to any non-U.S. jurisdiction) of such limited liability company; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization of such partnership, joint venture, trust or entity, and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with any applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such partnership, joint venture, trust or entity.

"***Original Equipment Cost***" means, with respect to each Marine Container, an amount equal to the sum of (i) the vendor's or manufacturer's invoice price of such Marine Container, and (ii) all reasonable and customary inspection, transport, and initial positioning costs necessary to put such Marine Container in service.

"***Other Connection Taxes***" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"***Other Taxes***" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to **Section 3.06**).

"***Outstanding Amount***" means with respect to any Loan on any date, the unpaid principal amount thereof after giving effect to any borrowings, prepayments and repayments of such Loan occurring on such date.

"***Participant***" has the meaning specified in **Section 11.06(d)**.

"***Participant Register***" has the meaning specified in **Section 11.06(d)**.

"***PBGC***" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"***Pension Plan***" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA, but excluding any Multiemployer Plan) that is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 302 of ERISA or Section 412 of the Code and is sponsored or maintained by any member of the ERISA Group or any ERISA Affiliate or to which any member of the ERISA Group or any ERISA Affiliate contributes (or has an obligation to contribute or liability), including any such plan that is a multiple employer or other plan described in Section 4064(a) of ERISA.

"***Permitted Acquisition***" has the meaning specified in **Section 7.03(i)**.

"***Permitted Collateral Liens***" means Liens of the type set forth in **Section 7.01(a)**, **(c)**, **(d)** or **(m)**.

"***Permitted Liens***" means Liens not prohibited by **Section 7.01**.

"***Person***" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"***Plan***" means (i) any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of any member of the ERISA Group (or, in the case of any such plan that is a Pension Plan, maintained for employees of any ERISA Affiliate), or (ii) any such plan to which any member of the ERISA Group (or, in the case of any such plan that is a Pension Plan, to which an ERISA Affiliate) is required to contribute on behalf of any of its employees.

"***Platform***" has the meaning specified in **Section 6.02**.

"***Principal Lending Agreement***" has the meaning specified in **Section 7.11(e)**.

"***Pro Rata***" means, with respect to the Lenders, in accordance with the Outstanding Amounts of the Loans from each Lender to the Aggregate Outstanding Amount, or if no Loans are outstanding, in accordance with their respective shares of the Aggregate Commitments.

"***Public Lender***" has the meaning specified in **Section 6.02**.

"***Qualified ECP Guarantor***" means, for any Swap Obligation and any guaranty or grant of a security interest by a Person securing such Swap Obligation, a Person that, at the time such guaranty or the grant of such security interest becomes effective, has total assets exceeding $10,000,000 or otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder.

"***Qualified Receivables Transaction***" means any transaction, or series of transactions, that may be entered into by the Borrower or any Seller pursuant to which the Borrower or any Seller may sell, convey or otherwise transfer to a Receivables Subsidiary (in the case of a transfer by the Borrower or any other Seller) and any other Person (in the case of a transfer by a Receivables Subsidiary), or may grant a security interest in, any Receivables Program Assets (whether now existing or arising in the future); *provided* that:

(a) no portion of the indebtedness or any other obligations (contingent or otherwise) of a Receivables Subsidiary (i) is guaranteed by the Borrower, the Guarantor or other Seller (excluding guarantees of obligations pursuant to Standard Securitization Undertakings), (ii) is recourse to or obligates the Borrower, the Guarantor or any other Seller in any way other than pursuant to Standard Securitization Undertakings or (iii) subjects any property or asset of the Borrower, the Guarantor or any other Seller, directly or indirectly, contingently or otherwise, to the satisfaction of obligations incurred in such transactions, other than pursuant to Standard Securitization Undertakings;

(b) none of the Borrower, the Guarantor or any other Seller has any material contract, agreement, arrangement or understanding with a Receivables Subsidiary (except in connection with a Qualified Receivables Transaction) other than on terms no less favorable to the Borrower or such Seller than those that might be obtained at the time from Persons that are not affiliates of the Borrower, other than fees payable in the ordinary course of business in connection with servicing accounts receivable; *provided* that a sale of Marine Containers at net book value shall be deemed to comply with this **paragraph (b)**;

(c) any such sale, conveyance or transfer to a Receivables Subsidiary or other Person of Receivables Program Assets shall be in exchange for consideration not less than the sum of (x) with respect to any Inventory, the sum of the net book value of such Inventory, plus (y) with respect to any other assets constituting Receivables Program Assets, the fair market value thereof; and

(d) none of the Borrower, the Guarantor and any other Seller has any obligation to maintain or preserve the financial condition of a Receivables Subsidiary or cause such entity to achieve certain levels of operating results.

"***Receivables***" means all rights of the Borrower or any Seller to payments (whether constituting accounts, chattel paper, instruments, general intangibles or otherwise, and including the right to payment of any interest or finance charges), which rights are identified in the accounting records of the Borrower or such Seller as accounts receivable.

"***Receivables Document***" means each (x) receivables purchase agreement, pooling and servicing agreement, credit agreement, agreement to acquire undivided interests or any other agreement to transfer, or create a security interest in, Receivables Program Assets, in each case as amended, modified, supplemented or restated and in effect from time to time entered into by the Borrower, another Seller and/or a Receivables Subsidiary, and (y) other instrument, agreement or document entered into by the Borrower, any other Seller or a Receivables Subsidiary relating to the transactions contemplated by the items referred to in clause (x) above, in each case as amended, modified, supplemented or restated and in effect from time to time. Each of (i) the Container Sale Agreement, dated as of May 1, 2012 (as amended, restated, supplemented or modified from time to time), between the Borrower and TMCL II, (ii) the Contribution and Sale Agreement, dated as of September 25, 2013 (as amended, restated, supplemented or modified from time to time), between the Borrower and TMCLIII and (iii) the Contribution and Sale Agreement, dated as of August 5, 2013 (as amended, restated, supplemented or modified from time to time), between the Borrower and TMCLIV, shall be a Receivables Document.

"***Receivables Program Assets***" means (a) all Inventory and Receivables which are purported to be transferred by the Borrower, another Seller or a Receivables Subsidiary pursuant to the Receivables Documents, (b) all Receivables Related Assets, and (c) all collections (including recoveries) and other proceeds of the assets described in the foregoing clauses (a) and (b).

"***Receivables Related Assets***" means (i) any rights arising under the documentation governing or relating to Inventory or Receivables (including rights in respect of liens securing such Receivables and other credit support in respect of such Receivables), (ii) any proceeds of such Inventory or Receivables and any lockboxes or accounts in which such proceeds are deposited, (iii) spread accounts and other similar accounts (and any amounts on deposit therein) established in connection with a Qualified Receivables Transaction, (iv) any warranty, indemnity, dilution and other intercompany claim arising out of Receivables Documents and (v) other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving goods (as defined in the UCC) and Receivables.

"***Receivables Subsidiary***" means a Special Purpose Vehicle that is a Subsidiary of the Borrower created in connection with the transactions contemplated by a Qualified Receivables Transaction, which subsidiary engages in no activities other than those incidental to such Qualified Receivables Transaction. Each of TMCL II, TMCLIII, TMCLIV, TAP Funding and TWC shall be deemed a Receivables Subsidiary.

"***Recipient***" means the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any Obligation.

"***Register***" has the meaning specified in **Section 11.06(c)**.

"***Related Documents***" means (i) the TMCL II Indenture, and each "Related Document" (as defined in the TMCL II Indenture), (ii) the TMCLIII Indenture and each "Related Document" (as defined in TMCLIII Indenture), (iii) the TMCLIV Indenture and each "Related Document" (as defined in the TMCLIV Indenture) and (iv) the transaction documents governing any Qualified Receivables Transaction not addressed in clauses (i) through (iii) above.

"***Related Parties***" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"***Reportable Event***" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"***Required Lenders***" means, as of any date of determination, Lenders having more than 50% of the Aggregate Commitments or, if the commitment of each Lender to make Loans has expired, or been terminated pursuant to **Section 8.02**, Lenders holding in the aggregate more than 50% of the Total Outstandings; *provided* that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"***Responsible Officer***" means the chief executive officer, president, executive vice president, chief financial officer, director, secretary (or, with respect to the Guarantor, any assistant secretary) or treasurer of a Loan Party and, solely for purposes of notices given pursuant to **Article II**, any other officer or employee of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"***Restricted Payment***" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property),

including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to the Borrower's shareholders, partners or members (or the equivalent Person thereof; *provided, however, that* with respect to the Borrower, any loan made by the Borrower to the Guarantor the proceeds of which will be used by the Guarantor either (a) to pay dividends to the shareholders of the Guarantor or (b) in connection with a Permitted Acquisition, shall also be subject to the limitations contained in **Section 7.03(h)**).

"***Revised Financial Ratio***" has the meaning specified in **Section 7.11(e)**.

"***Revolving Credit Agreement***" means the Credit Agreement, dated as of September 24, 2012 and amended as of July 25, 2013, April 30, 2014 and June 19, 2015, among the Borrower, the Guarantor, Bank of America, N.A., as administrative agent, and the lenders set forth therein, as amended, restated, supplemented or otherwise modified, renewed, refinanced or replaced.

"***S&P***" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., and any successor thereto.

"***Sanction(s)***" means individually and collectively, respectively, any and all economic or financial sanctions, sectoral sanctions, primary sanctions, secondary sanctions, trade embargoes and anti-terrorism laws imposed, administered or enforced from time to time by (a) the United States, including those administered by OFAC, the U.S. State Department, the U.S. Department of Commerce, or through Executive Order 13224 or any existing or future executive order blocking property and prohibiting transactions with designated persons or entities, (b) the United Nations Security Council, (c) the European Union, (d) Her Majesty's Treasury, or (e) any other sanctions authority with authority over a Loan Party.

"***Sanctioned Entity***" means (i) any Designated Jurisdiction, (ii) any Governmental Authority of a Designated Jurisdiction, (iii) any organization directly or indirectly controlled by a Designated Jurisdiction or (iv) a natural person resident in a Designated Jurisdiction.

"***Sanctioned Person***" means any Person that is (a) named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC and available at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx, or as otherwise published from time to time (the "***SDN List***"); (b) listed on OFAC's Consolidated Non-SDN List, (c) a Sanctions target pursuant to any territorial or country-based Sanctions program or (d) subject to a sanctions program administered by OFAC, the European Union, the United Nations or Her Majesty's Treasury.

"***SDN List***" has the meaning specified in the definition of Sanctioned Person.

"***SEC***" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"***Secured Parties***" means, collectively, (i) the Administrative Agent, (ii) the Lenders and (iii) the Swap Providers.

"***Security Agreement***" means the Security Agreement executed by the Borrower, substantially in the form of **Exhibit B**, as such agreement may be amended, modified and supplemented in accordance with the terms of the Loan Documents.

*"**Segregated Collateral Pool**"*means (i) one or more groups of Marine Containers, designated by the Borrower, and (ii) solely to the extent arising out of or relating to the Marine Containers in such group or groups, (a) all accounts (as defined in the UCC), (b) all chattel paper (as defined in the UCC), and all Leases and all schedules, supplements, amendments, modifications, renewals, extensions and all guaranties and other credit support with respect to the foregoing and all rentals, payments and monies due and to become due in respect of the foregoing, and all rights to terminate or compel performance thereof, (c) all contracts, undertakings, franchise agreements or other agreements (other than rights evidenced by chattel paper, documents or instruments), arising out of or in any way related to such Marine Containers, in or under which the Borrower may now or hereafter have any right, title or interest, and any related agreements, security interests or UCC or other financing statements and, with respect to an account, any agreement relating to the terms of payment or the terms of performance thereof, (d) all documents (as defined in the UCC), (e) all general intangibles (as defined in the UCC), (f) all instruments (as defined in the UCC), (g) all inventory (as defined in the UCC), (h) all supporting obligations (as defined in the UCC), (i) all equipment (as defined in the UCC), (j) all letter of credit rights (as defined in the UCC) and (k) all commercial tort claims (as defined in the UCC).

"***Segregated Collateral Pool Debt***" means Indebtedness of the Borrower (a) that contains no financial covenants more restrictive than those set forth herein and (b) secured by one or more Segregated Collateral Pools.

*"**Segregated Management Agreement**"*means the Collateral Management Agreement and any and all other written agreements which the Borrower and TEML may enter into from time to time under which TEML shall have a right to hold, manage, lease or rent property included in a Segregated Collateral Pool.

"***Seller***" means the Borrower and any Subsidiary or other affiliate of the Borrower (other than a Receivables Subsidiary) which is a party to a Receivables Document.

"***Similar Law***" means any law, rule or regulation substantially similar to Section 406 of ERISA or Section 4975 of the Code.

"***Solvent***" and "***Solvency***" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the

ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"***Special Purpose Vehicle***" means a trust, partnership or other special purpose entity established by the Borrower and/or its Subsidiaries to implement a Qualified Receivables Transaction.

"***Standard Securitization Undertakings***" means the representations, warranties, covenants and indemnities of the Borrower or any Subsidiary that are reasonably customary in a securitization or sale of receivables transaction.

"***Subsidiary***" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"***Swap Contract***" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "***Master Agreement***"), including any such obligations or liabilities under any Master Agreement.

"***Swap Obligation***" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"***Swap Provider***" means ABN AMRO or any other designated Lender (or an Affiliate of ABN AMRO or any other designated Lender) that is a counterparty to the Borrower in such Designated Swap Contract; *provided, however,* such counterparty delivers written notice to the Administrative Agent satisfying the requirements for notice pursuant to **Section 9.11**.

"***Swap Termination Value***" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"***Synthetic Lease***" or "***Synthetic Lease Obligation***" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"***TAP Funding***" means TAP Funding Ltd., an exempted company limited by shares incorporated under the laws of Bermuda, and its successors and assigns.

"***Taxes***" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"***TEML***" means Textainer Equipment Management Limited, an exempted company with limited liability continued under the laws of Bermuda, and its successors and assigns.

"***Term Loan Agreement***" means the Term Loan Agreement, dated as of April 30, 2014, among the Borrower, the Guarantor, Union Bank, N.A., as administrative agent, and the lenders set forth therein, as amended, restated, supplemented or otherwise modified, renewed, refinanced or replaced.

"***TGH***" means Textainer Group Holdings Limited, an exempted company with limited liability incorporated under the laws of Bermuda, and its successors and assigns.

"***TMCL II***" means Textainer Marine Containers II Limited, an exempted company with limited liability incorporated under the laws of Bermuda, and its successors and assigns.

"***TMCL II Indenture***" means the Indenture, dated as of May 1, 2012, between TMCL II and Wells Fargo Bank, National Association, as indenture trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, including refinancings thereof.

"***TMCLIII***" means Textainer Marine Containers III Limited, an exempted company with limited liability incorporated under the laws of Bermuda, and its successors and assigns.

"***TMCLIII Indenture***" means the Indenture, dated as of September 25, 2013, between TMCLIII and Wells Fargo Bank, National Association, as indenture trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, including refinancings thereof.

"***TMCLIV***" means Textainer Marine Containers IV Limited, an exempted company with limited liability incorporated under the laws of Bermuda, and its successors and assigns.

"***TMCLIV Indenture***" means the Indenture, dated as of August 5, 2013, between TMCLIV and Wells Fargo Bank, National Association, as indenture trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, including refinancings thereof.

"***Total Outstandings***" means, as of any date of determination, an amount equal to the then Aggregate Outstanding Amount.

"***Trading Marine Container***" means a Marine Container acquired by the Borrower for purpose of the future sale thereof to a third party, and which is not subject to a Lease.

"***TWC***" means TW Container Leasing, Ltd., a company with limited liability incorporated under the laws of Bermuda, and its successors and assigns.

"***Type***" means, with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

"***UCC***" means the Uniform Commercial Code as in effect in the State of New York; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "***UCC***" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"***United States***" and "***U.S.***" mean the United States of America.

"***U.S. Person***" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"***USA PATRIOT Act***" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. 107-56 (signed into law October 26, 2001 and amended March 9, 2006), as further amended and in effect from time to time.

"***Vendor Debt***" means all vendor debt and trade payables of Borrower in connection with the acquisition by the Borrower of a Marine Container (including a Marine Container subject to a Finance Lease).

"***Weighted Average Age***" means, for any group of Marine Containers as of any date of determination, an amount equal to the quotient of (i) the sum of the products for such Marine Containers, of (A) the age in years (determined from the date of manufacture thereof by the manufacturer) of each such Marine Container multiplied by (B) the Net Book Value of each such Marine Container, divided by (ii) the sum of the Net Book Values of all such Marine Containers.

"***Withholding Agent***" means the Borrower, any Loan Party, and the Administrative Agent or any agent of the Borrower, any Loan Party, and the Administrative Agent.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms. (a) **Generally.** All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared (unless otherwise specified herein) in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically

prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

(b) **Changes in GAAP**. If at any time any change in GAAP (including the adoption of IFRS, if applicable) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided* that, until so amended, (A) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (B) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Without limiting the foregoing, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Audited Financial Statements for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

(c) **Consolidation of Variable Interest Entities**. All references herein to consolidated financial statements of the Borrower or the Guarantor and its respective Subsidiaries or to the determination of any amount for the Borrower or the Guarantor and its respective Subsidiaries on a consolidated basis or any similar reference shall, in each case, be deemed to include each variable interest entity that the Borrower or the Guarantor is required to consolidate pursuant to FASB Interpretation No. 46 – Consolidation of Variable Interest Entities: an interpretation of ARB No. 51 (January 2003) as if such variable interest entity were a Subsidiary as defined herein.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Currency Equivalents Generally. Any amount specified in this Agreement (other than in **Articles II**, **IX** and **X**) or any of the other Loan Documents to be in Dollars shall also include the equivalent of such amount in any currency other than Dollars, such equivalent amount thereof in the applicable currency to be determined by the Administrative Agent at such time on the basis of the Spot Rate (as defined below) for the purchase of such currency with Dollars. For purposes of this **Section 1.06**, the "***Spot Rate***" for a currency means the rate

determined by the Administrative Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 2:00 p.m. on the date two (2) Business Days prior to the date of such determination; *provided* that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency.

ARTICLE II

THE COMMITMENTS AND LOANS

2.01 Commitments to Make Loans.

(a) Subject to the terms and conditions of this Agreement, each Lender severally agrees to make loans (each such loan, a "***Loan***") to the Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the lesser of (x) the amount of such Lender's Commitment and (y) such Lender's Pro Rata share of the Borrowing Base; *provided, however, that* after giving effect to any Borrowing, (i) the Aggregate Outstanding Amount shall not exceed the lesser of (x) the Aggregate Commitments and (y) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Loans of any Lender shall not exceed the lesser of (x) such Lender's Commitment and (y) such Lender's Pro Rata share of the Borrowing Base. Within the limits of each Lender's Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this **Section 2.01**, prepay under **Section 2.05,** and reborrow under this **Section 2.01**. Loans may be Base Rate Loans or Eurodollar Loans, as further provided herein

(b) Each Lender's Commitment shall expire on the last day of the Availability Period, after giving effect to any Borrowing made on such day.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Loan Notice appropriately completed and signed by a Responsible Officer of the Borrower; *provided* that any telephonic notice must be confirmed promptly by delivery to the Administrative Agent of a Loan Notice appropriately completed and signed by a Responsible Officer of the Borrower. Each such notice must be received by the Administrative Agent not later than 2:00 p.m., (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans to Base Rate Loans, and (ii) two Business Days prior to any Borrowing of Base Rate Loans; *provided*, *however*, *that* if the Borrower wishes to request Eurodollar Rate Loans having an Interest Period other than one month in duration as provided in the definition of "Interest Period", the applicable notice must be received by the Administrative Agent not later than 2:00 p.m., four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Lenders of such request and determine whether the

requested Interest Period is acceptable to all of them. Not later than 2:00 p.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all Lenders. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of $3,000,000 or a whole multiple of $1,000,000 in excess thereof. Each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period requested by the Borrower. If the Borrower fails to specify a Type of Loan in a Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. Each request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans in any such Loan Notice shall be for a one-month Interest Period unless the Borrower includes in the Loan Notice with respect to such Borrowing, conversion or continuation a request for a different Interest Period, which request will be subject to the approval of all Lenders in accordance with the terms of this Agreement. If the Borrower fails to specify an Interest Period in any Loan Notice for a Eurodollar Rate Loan, it will be deemed to have requested an Interest Period of one month.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in **Section 2.02(a)**. In the case of a Borrowing, each Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in **Section 4.02** (and, if such Borrowing is the initial Borrowing, **Section 4.01**), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent by wire transfer of such funds in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as, Eurodollar Rate Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative

Agent shall notify the Borrower and the Lenders of any change in JPMorgan Chase Bank's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than twenty (20) Interest Periods in effect with respect to Loans.

2.03 [Intentionally Omitted].

2.04 [Intentionally Omitted].

2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; *provided* that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three (3) Business Days prior to any date of prepayment of Eurodollar Rate Loans and (B) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Eurodollar Rate Loans shall be in a principal amount of $3,000,000 or a whole multiple of $1,000,000 in excess thereof; and (iii) any prepayment of Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Eurodollar Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to **Section 3.05**. Each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) If for any reason the Total Outstandings at any time exceed the Aggregate Commitments then in effect, the Borrower shall immediately prepay Loans in an aggregate amount equal to such excess.

(c) If for any reason the Total Outstandings at any time exceed the Borrowing Base as evidenced by the Borrowing Base Certificate most recently received by the Administrative Agent, the Borrower shall immediately prepay the outstanding principal amount of the Loans in an amount equal to such excess, together with all accrued and unpaid interest on the Loans and all accrued and unpaid fees and all other amounts owing to the Credit Parties pursuant to the Loan Documents. Any mandatory prepayment of the Loans made pursuant to this **Section 2.05(c)** shall be applied: first, to the payment of accrued and unpaid fees and other amounts (other than any accrued and unpaid interest and the unpaid principal balance of the Loans) owing to the Credit Parties pursuant to the Loan Documents, ratably among the Credit Parties entitled thereto in accordance with such respective fees and other amounts then owing to such Credit

Parties; second, to the payment of accrued and unpaid interest owing to the Credit Parties pursuant to the Loan Documents, ratably among the Credit Parties entitled thereto in accordance with such respective interest then owing to such Credit Parties; and third, to the payment of the unpaid principal balance of such Loans.

(d) Each such prepayment shall reduce the outstanding principal balances of the Loans of each Lender on a Pro Rata basis. The Administrative Agent will promptly notify each Lender of its receipt of any notice of prepayment, and of the amount of such Lender's prepayment. Unless otherwise specified by the Borrower, each prepayment received by a Lender shall be applied first to repay in full all Base Rate Loans and then to prepay all Eurodollar Rate Loans.

2.06 Termination or Reduction of Commitments. The Borrower may, upon notice to the Administrative Agent, terminate the Aggregate Commitments, or from time to time permanently reduce the Aggregate Commitments; *provided* that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $10,000,000 or any whole multiple of $1,000,000 in excess thereof and (iii) the Borrower shall not terminate or reduce the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

2.07 Repayment of Loans.

(a) The Borrower shall repay to the Lenders on the Maturity Date the aggregate principal amount of Loans outstanding on such date.

(b) All Obligations shall be due and payable in full on the earlier to occur of (i) the Maturity Date and (ii) the date on which the Loans have been declared or otherwise become due and payable in accordance with the provisions of **Section 8.02**.

2.08 Interest.

(a) Subject to the provisions of **Section 2.08(b)**, (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate for Eurodollar Rate Loans; and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate *per annum* equal to the Base Rate plus the Applicable Rate for Base Rate Loans.

(b) (i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods),

whether at stated maturity, by acceleration or otherwise, then upon the request of the Required Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Required Lenders, while any Event of Default exists (other than as set forth in **Sections 2.08(b)(i)** and **(ii)** above), the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees.

(a) **Commitment Fee**. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, a commitment fee equal to the Applicable Rate for the commitment fee times the actual daily amount by which the Aggregate Commitments exceed the Total Outstandings. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in **Article IV** is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The commitment fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate for the commitment fee during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate for the commitment fee separately for each period during such quarter that such Applicable Rate was in effect.

(b) **Other Fees**. (i) The Borrower shall pay to ABN AMRO fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrower shall pay to the Lenders such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees; Retroactive Adjustments of Applicable Rate.

(a) All computations of interest for Base Rate Loans shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of

fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to **Section 2.12(a)**, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If, as a result of any restatement of or other adjustment to the financial statements of the Guarantor or for any other reason, the Guarantor or the Lenders determine that (i) the Consolidated Leverage Ratio as calculated by the Guarantor as of any applicable date was inaccurate and (ii) a proper calculation of the Consolidated Leverage Ratio would have resulted in higher (or lower) pricing for such period, the Borrower shall immediately and retroactively be obligated to pay to (or receive a refund from) the Administrative Agent for the account of the applicable Lenders promptly on demand by the Administrative Agent (or Borrower, as applicable) (or, after the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower or the Guarantor under the Bankruptcy Code of the United States, automatically and without further action by the Administrative Agent or any Lender), an amount equal to the excess (or deficiency) of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period; *provided, however, that* no Lender shall be required to refund to the Borrower any amount under this sentence with respect to any Interest Period if the Borrower shall request a refund of such amount 180 days or more after the end of such Interest Period. This **Section 2.10(b)** shall not limit the rights of the Administrative Agent or any Lender, as the case may be, under **Section 2.08(b)** or under **Article VIII**. The Borrower's obligations under this **Section 2.10(b)** shall survive the termination of the Aggregate Commitments and the repayment of all other Obligations hereunder.

2.11 Evidence of Debt. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) **General**. All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) **Funding by Lenders; Presumption by Administrative Agent**. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with **Section 2.02** (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by **Section 2.02**) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) **Payments by Borrower; Presumptions by Administrative Agent**. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders

hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this **Section 2.12(b)** shall be conclusive, absent manifest error.

(c) **Failure to Satisfy Conditions Precedent**. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this **Article II**, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Loan set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) **Obligations of Lenders Several**. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to **Section 11.04(c)** are several and not joint. The failure of any Lender to make any Loan or to make any payment under **Section 11.04(c)** on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under **Section 11.04(c)**.

(e) **Funding Source**. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) **Insufficient Funds**. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest, fees and other amounts then due hereunder and under the other Loan Documents, such funds shall be applied: first, to the payment of accrued and unpaid fees and other amounts (other than any accrued and unpaid interest and the unpaid principal balance of the Loans) owing to the Secured Parties pursuant to the Loan Documents, ratably among the Secured Parties entitled thereto in accordance with such respective fees and other amounts then owing to such Secured Parties thereunder; second, to the payment of accrued and unpaid interest owing to the Secured Parties pursuant to the Loan Documents, ratably among the Secured Parties entitled thereto in accordance with such respective interest then owing to such Secured Parties thereunder; and third, to the payment of the principal of such Loans then due hereunder, ratably among the Lenders entitled thereto in accordance with the amount of principal then due to such Lender.

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest

on any of the Loans made by it, resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

(a) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this **Section 2.13** shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this **Section 2.13** shall apply).

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

2.14 Increase in Commitments.

(a) **Request for Increase**. Provided there exists no Default, upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Borrower may, from time to time, request an increase in the Aggregate Commitments by an amount (for all such requests) not exceeding One Hundred Thirty Million Dollars ($130,000,000) in the aggregate; *provided* that (i) each such request for an increase shall be in a minimum amount of $5,000,000, (ii) the Borrower may make a maximum of two such requests and (iii) any incremental commitments of the Lenders in connection with the increase shall be on terms and pursuant to documentation consistent with the terms and documentation applicable to the existing Loans, except with respect to any upfront or similar fees that may be agreed to among the Borrower and the Lenders providing any additional commitments. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders).

(b) **Lender Elections to Increase**. Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment**.**

(c) **Notification by Administrative Agent; Additional Lenders**. The Administrative Agent shall notify the Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of each requested increase and subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld), the Borrower may also invite additional Eligible Assignees to become Lenders pursuant to a joinder agreement in form and substance satisfactory to the Administrative Agent and its counsel. Each requested increase in the Aggregate Commitments need not be achieved in full in order for such requested increase to take effect with respect to the Commitments of any such Lenders who agree to such increase.

(d) **Effective Date and Allocations**. If the Aggregate Commitments are increased in accordance with this **Section 2.14**, the Administrative Agent and the Borrower shall determine the effective date (the "***Increase Effective Date***") and the final allocation of each such increase. The Administrative Agent shall promptly notify the Borrower and the Lenders of the final allocation of each such increase and the relevant Increase Effective Date. The parties hereto authorize the Administrative Agent to amend **Schedule 2.01** hereto as of each Increase Effective Date to reflect the increase in the Aggregate Commitments pursuant to this **Section 2.14**.

(e) **Conditions to Effectiveness of Increases**. As a condition precedent to each such increase, the Borrower shall deliver to the Administrative Agent a certificate of each Loan Party dated as of the relevant Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Borrower, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in **Article V** and the other Loan Documents are true and correct on and as of the relevant Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this **Section 2.14**, the representations and warranties contained in **Sections 5.05(a)** and **(b)** shall be deemed to refer to the most recent statements furnished pursuant to **Sections 6.01(a)** and **(b)**, respectively, and (B) no Default exists or would exist after giving effect to such increase. The Borrower shall prepay any Loans outstanding on each Increase Effective Date (and pay any additional amounts required pursuant to **Section 3.05**) to the extent necessary to keep the outstanding Loans ratable with any revised Applicable Percentages arising from any nonratable increase in the Commitments under this **Section 2.14**.

(f) **Conflicting Provisions**. This **Section 2.14** shall supersede any provisions in **Section 2.13** or **11.01** to the contrary.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) **Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes**.

(i) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of the applicable Withholding Agent) require the deduction or withholding of any Tax from any such payment by the Administrative Agent or a Loan Party, then the Administrative Agent or such Loan Party shall be entitled to make such deduction or withholding, upon the basis of the information and documentation to be delivered pursuant to **Section 3.01(e)**.

(ii) If any Loan Party or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has received pursuant to **Section 3.01(e)**, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this **Section 3.01**) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If any Loan Party or the Administrative Agent shall be required by any applicable Laws other than the Code to withhold or deduct any Taxes from any payment, then (A) such Loan Party or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to **Section 3.01(e)**, (B) such Loan Party or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this **Section 3.01**) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) **Payment of Other Taxes by the Borrower and the Guarantor**. Without limiting the provisions of **Section 3.01(a)**, the Borrower and the Guarantor shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) **Tax Indemnifications**. (i) The Borrower shall, and does hereby, indemnify each Recipient, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this **Section 3.01**) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by or on behalf of a Recipient, shall be conclusive absent manifest error. The Borrower shall, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for any amount which a Lender for any reason fails to pay indefeasibly to the Administrative Agent as required pursuant to **Section 3.01(c)(ii)**.

(ii) Each Lender shall, and does hereby, severally indemnify, and shall make payment in respect thereof within 10 days after demand therefor, (x) the Administrative Agent against any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (y) the Administrative Agent and the Borrower, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of **Section 11.06(d)** relating to the maintenance of a Participant Register and (z) the Administrative Agent and the Borrower, as applicable, against any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent or the Borrower in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this **Section 3.01(c)(ii)**.

(d) **Evidence of Payments**. Upon request by the Borrower, the Guarantor or the Administrative Agent, as the case may be, after any payment of Taxes by the Borrower, the Guarantor or the Administrative Agent to a Governmental Authority as provided in this **Section 3.01**, the Borrower and the Guarantor shall each deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower and the Guarantor, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower, the Guarantor or the Administrative Agent, as the case may be.

(e) **Status of Lenders; Tax Documentation**. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding.

In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in **Sections 3.01(e)(ii)(A)**, **(B)** and **(D)**) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower or the Guarantor is a U.S. Person or that any payment by the Borrower or the Guarantor under this Agreement could be subject to withholding under FATCA,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(I) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN-E or IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN-E or IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(II) executed originals of IRS Form W-8ECI;

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of **Exhibit J-1** to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "***U.S. Tax Compliance Certificate***") and (y) executed originals of IRS Form W-8BEN-E or IRS Form W-8BEN; or

(IV) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E or IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of **Exhibit J-2** or **Exhibit J-3**, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of **Exhibit J-4** on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Nothing in this **Section 3.01(e)(ii)(D)** shall obligate any Lender to do anything which would, or in its reasonable opinion might, constitute a breach of any law or regulation, any policy of that party, any fiduciary duty or any duty of confidentiality, or to disclose any confidential information (including its tax returns and calculations); *provided* that nothing in this paragraph shall excuse any Lender from providing a true complete and correct IRS Form W-8 or W-9 (or any successor or substitute form where applicable). Solely for purposes of this **Section 3.01(e)(ii)(D)**, "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any form or certification it previously delivered pursuant to this **Section 3.01** expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) **Treatment of Certain Refunds**. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a

Lender or have any obligation to pay to any Lender any refund of Taxes withheld or deducted from funds paid for the account of such Lender. If the Administrative Agent, any Lender determines, in its sole discretion, that it has actually received a credit or refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the Borrower or the Guarantor, as the case may be, or with respect to which the Borrower or the Guarantor, as the case may be, has paid additional amounts pursuant to this **Section 3.01**, it shall pay to the Borrower or the Guarantor, as the case may be, an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or the Guarantor, as the case may be, under this **Section 3.01** with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses incurred by the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower or the Guarantor, as the case may be, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower or the Guarantor, as the case may be (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this **Section 3.01(f)**, in no event will the applicable indemnifying party be required to pay any amount to the indemnified party pursuant to this **Section 3.01(f)** the payment of which would place the indemnifying party in a less favorable net after-Tax position than such indemnifying party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This **Section 3.01(f)** shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower, the Guarantor or any other Person.

3.02 Illegality.

(a) If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its Lending Office to make, maintain or fund Loans whose interest is determined by reference to the Eurodollar Rate, or to determine or charge interest rates based upon the Eurodollar Rate, or that any Law has made it unlawful, or any Government Authority has asserted that it is unlawful, for any Affiliate of a Lender for that Lender or its Lending Office to do so, or any Governmental Authority has imposed material restrictions on the authority of such Lender or Lending Office to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender or its Lending Office making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, or the illegality of such Affiliate for such Lender or Lending Office doing so, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving

rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender or Lending Office may lawfully continue to maintain such Eurodollar Rate Loans to such day, or if such Affiliate may lawfully continue to have such Lender or Lending Office do so, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans, or such Affiliate may not lawfully continue to have such Lender or Lending Office do so, and (y) if such notice asserts the illegality of such Lender or Lending Office determining or charging interest rates based upon the Eurodollar Rate, or the illegality of such Affiliate for such Lender or Lending Office doing so, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurodollar Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender or Lending Office to determine or charge interest rates based upon the Eurodollar Rate, or for such Affiliate for such Lender or Lending Office to do so. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

(b) If, in any applicable jurisdiction, it becomes unlawful for any Lender or its Lending Office to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan, or it becomes unlawful for any Affiliate of a Lender for that Lender or its Lending Office to do so:

(i) that Lender shall promptly notify the Administrative Agent upon becoming aware of that event;

(ii) upon the Administrative Agent notifying the Borrower, the Commitment of that Lender will be immediately cancelled; and

(iii) the Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Administrative Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Administrative Agent (being no earlier than the last day of any applicable grace period permitted by law).

3.03 Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (a) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan or in connection with an existing or proposed Base Rate Loan, or (c) the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will

promptly so notify the Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, and (y) in the event of a determination described in the preceding sentence with respect to the Eurodollar Rate component of the Base Rate, the utilization of the Eurodollar Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

3.04 Increased Costs; Reserves on Eurodollar Rate Loans.

(a) **Increased Costs Generally**. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by **Section 3.04(e)**);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Rate Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan the interest on which is determined by reference to the Eurodollar Rate (or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) **Capital Requirements**. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital or liquidity of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity (other than a change solely in such policy)), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) **Certificates for Reimbursement**. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in **Section 3.04(a)** or **(b)** and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) **Delay in Requests**. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this **Section 3.04** shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this **Section 3.04** for any increased costs incurred or reductions (i) suffered more than six (6) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six (6) month period referred to above shall be extended to include the period of retroactive effect thereof) or (ii) if such Lender has not required other similarly situated borrowers or obligors to pay comparable amounts with respect to such increased costs or reductions.

(e) **Reserves on Eurodollar Rate Loans**. The Borrower shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurodollar Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, provided the Borrower shall have received at least 10 days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice 10 days prior to the relevant Interest Payment Date, such additional interest shall be due and payable 10 days from receipt of such notice.

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to **Section 11.13**;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this **Section 3.05**, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Rate used in determining the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) **Designation of a Different Lending Office**. If any Lender requests compensation under **Section 3.04**, or the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender, or any Governmental Authority for the account of any Lender pursuant to **Section 3.01**, or if any Lender gives a notice pursuant to **Section 3.02**, then such Lender shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to **Section 3.01** or **3.04**, as the case may be, in the future, or eliminate the need for the notice pursuant to **Section 3.02**, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) **Replacement of Lenders**. If any Lender requests compensation under **Section 3.04**, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 3.01** and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with **Section 3.06(a)**, the Borrower may replace such Lender in accordance with **Section 11.13**.

(c) **Survival**. All of the Borrower's obligations under this **Article III** shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder and resignation of the Administrative Agent.

ARTICLE IV

CONDITIONS PRECEDENT TO LOAN

4.01 Conditions of Initial Borrowing. The obligation of each Lender to make its initial Loan hereunder is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, or electronic copies or telecopies followed promptly by originals, unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of the Agreement, the date hereof, or in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrower;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) executed counterparts of the Security Agreement, duly executed by the Borrower, together with:

(A) copies of (1) Uniform Commercial Code financing statements in proper form for filing with the office of the District of Columbia Recorder of Deeds and the California Secretary of State and (2) Form No. 9 in proper form for filing with the Registrar of Companies of Bermuda, each covering the Collateral described in the Security Agreement,

(B) results of lien searches for filings in the jurisdictions referred to in **Section 4.01(a)(iii)(A)** that name the Borrower as debtor, and

(C) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect and to ensure the first-priority nature of the Liens (subject only to Permitted Collateral Liens) created under the Security Agreement has been taken (including receipt of duly executed lien releases and UCC-3 termination statements relating to the Liens securing obligations under the Revolving Credit Agreement and the other Segregated Pool Collateral Debt, as applicable, with respect to the Contributed Containers for such Borrowing date);

(iv) certified copies of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party;

(v) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed and in good standing in Bermuda, including certificates of compliance issued by the Registrar of Companies of the Islands of Bermuda for each Loan Party, dated a date close to the date of this Agreement, stating that each Loan Party is duly incorporated and in good standing under the Companies Act 1981 of the Islands of Bermuda;

(vi) favorable opinions of (1) Morrison & Foerster LLP, counsel to the Loan Parties, (2) Conyers Dill & Pearman LLP, special Bermuda counsel to the Loan Parties, and (3) appropriate local counsel to the Loan Parties, in each case addressed to the Administrative Agent and each Lender, as to the matters set forth in **Exhibit F** and such other matters concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request;

(vii) a certificate of a Responsible Officer of each Loan Party either (A) attaching copies of all consents, licenses and approvals required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required;

(viii) a certificate signed by a Responsible Officer of the Borrower and the Guarantor certifying (A) that the conditions specified in **Sections 4.02(a)** and **(b)** have been satisfied, and (B) that there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect;

(ix) a duly completed Compliance Certificate as of the last day of the respective fiscal quarter of the Borrower and the Guarantor ended on March 31, 2015, signed by Responsible Officers of the Borrower and the Guarantor;

(x) evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained, is in effect and contains endorsements naming the Administrative Agent, on behalf of the Lenders, as a joint assured and/or co-loss payee, as the case may be, under such insurance;

(xi) evidence that all filings, recordations and searches necessary or desirable to perfect the Lien on any property granted to or held by the Administrative Agent under any Loan Document shall have been completed, and that all related filing and recording fees and taxes shall have been duly paid;

(xii) a Borrowing Base Certificate relating to the initial Borrowing; and

(xiii) such other assurances, certificates, documents, consents or opinions as the Administrative Agent or the Required Lenders reasonably may require.

(b) (i) All fees required to be paid to the Administrative Agent and the Arranger on or before the Closing Date shall have been paid and (ii) all fees required to be paid to the Lenders on or before the Closing Date shall have been paid.

(c) Unless waived by the Administrative Agent, the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

(d) The Administrative Agent shall have completed a due diligence investigation of the Guarantor, the Borrower and their respective Subsidiaries in scope, and with results, satisfactory to the Administrative Agent and shall have been given such access to the management, records, books of account, contracts and properties of the Guarantor, the Borrower

and their respective Subsidiaries and shall have received such financial, business and other information regarding each of the foregoing persons and businesses as they shall have requested, including information as to possible contingent liabilities, tax matters, collective bargaining agreements and other arrangements with employees, the annual (or other audited) financial statements of the Guarantor, the Borrower and their respective Subsidiaries for the fiscal years ended 2012, 2013 and 2014, interim financial statements of the Guarantor, the Borrower and their respective Subsidiaries dated the end of the most recent fiscal quarter for which financial statements are available (or, in the event the Administrative Agent's due diligence review reveals material changes since such financial statements, as of a later date within 45 days of the Closing Date); and no changes or developments shall have occurred, and no new or additional information, shall have been received or discovered by the Administrative Agent or the Lenders regarding the Guarantor, the Borrower or their respective Subsidiaries or the transactions contemplated hereby after March 31, 2015 that either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and nothing shall have come to the attention of the Administrative Agent or the Lenders to lead them to believe that the transactions contemplated hereby will have a Material Adverse Effect.

(e) No action, suit, investigation or proceeding is pending or, to the knowledge of the Guarantor or the Borrower, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to have a Material Adverse Effect.

Without limiting the generality of the provisions of the last paragraph of **Section 9.03**, for purposes of determining compliance with the conditions specified in this **Section 4.01**, each Lender that makes any Loan pursuant to **Section 2.01** shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required by this **Section 4.01** to be consented to or approved by or acceptable or satisfactory to a Lender.

4.02 Conditions to all Borrowings. The obligation of each Lender to honor any Loan Notice (other than a Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Eurodollar Rate Loans), is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in **Article V** or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct on and as of the date of such Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date and except for purposes of this **Section 4.02**, the representations and warranties contained in **Sections 5.05(a)** and **(b)** shall be deemed to refer to the most recent statements furnished pursuant to **Sections 6.01(a**) and **(b)**, respectively.

(b) No Default shall exist, or would result from such proposed Loan or from the application of the proceeds thereof.

(c) The Administrative Agent shall have received a Loan Notice in accordance with the requirements hereof and the funding date for such Loan occurs during the Availability Period.

(d) The Borrowing Base exceeds the Total Outstandings both before and after giving effect to such Borrowing, and the Borrower shall have delivered to the Administrative Agent a duly completed and executed Borrowing Base Certificate demonstrating the same.

(e) Both before and after giving effect to such Loan, the Borrower and the Guarantor shall be in compliance with the financial covenants set forth in **Section 7.11**.

(f) [Intentionally Omitted]

(g) By not later than the fifth Business Day preceding the date of such Borrowing, the Borrower shall have delivered to the Administrative Agent (i) a list of the Marine Containers (if any) that will be added as Eligible Marine Containers on the date of such Borrowing (the "***Contributed Containers***" for such date) and related Leases and (ii) a certificate of a Responsible Officer of the Borrower certifying that, after giving effect to the inclusion of such Contributed Containers among the Collateral, all of the criteria set forth in **Section 4.02(e)** have been satisfied.

(h) The Borrower shall have executed and delivered a supplemental security agreement, in the form attached hereto as **Exhibit K**, with regard to such Contributed Containers, and the Administrative Agent shall have received (A) evidence that all filings, recordations, releases (including releases with respect to the Liens securing the Revolving Credit Agreement and other Segregated Collateral Pool Debt, as applicable), and amendments to prior filings or recordations necessary or desirable to perfect and ensure the first-priority nature (subject to any Permitted Collateral Liens) of the Lien created by the Security Agreement and each supplemental security agreement required to be executed and delivered hereunder shall have been completed, and that all related filing and recording fees and taxes shall have been duly paid and (B) updates through the approximate date of the Borrowing of the lien searches referred to in **Section 4.01(a)(iii)(B)**.

Each Loan Notice (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Eurodollar Rate Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in **Sections 4.02(a)**, **(b)**, **(d), (e)** and **(h)** have been satisfied on and as of the date of the applicable Loan.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Each Loan Party, for itself and, where applicable, its Subsidiaries, represents and warrants, to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party (a) is duly incorporated, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of

each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law, the violation of which could be reasonably expected to result in a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. Each approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Loan Documents, (c) the perfection or maintenance of the Liens created under the Loan Documents (including the first priority nature thereof subject to Permitted Collateral Liens) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, has been satisfied or obtained, except for the authorizations, approvals, actions, notices and filings set forth on **Schedule 5.03**.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms.

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Persons set forth therein and their respective Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Persons set forth therein and their respective Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) The unaudited consolidated and consolidating balance sheets of the Borrower and its Subsidiaries dated March 31, 2015, and the related consolidated and consolidating statements of income or operations and consolidated statements of shareholders' equity and cash flows for the fiscal quarter ended on that date (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of **clauses (i)** and **(ii)**, to the absence of footnotes and to normal year-end audit adjustments.

(c) **Schedule 5.05** sets forth all material indebtedness and other liabilities, direct or contingent, of each of the Borrower, TAP Funding, TEML, TMCL II, TMCLIII, TMCLIV, TWC and the Guarantor, and their respective Subsidiaries, including liabilities for taxes, material commitments and Indebtedness.

(d) Since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of each Loan Party after due and diligent investigation, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against such Loan Party or any of its Subsidiaries or against any of their properties or revenues (a) that purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) except as specifically disclosed in **Schedule 5.06**, either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect, and there has been no adverse change in the status, or financial effect on any Loan Party or any Subsidiary thereof, of the matters described on **Schedule 5.06**.

5.07 No Default. Neither any Loan Party nor any Subsidiary thereof is in default under or with respect to, or a party to, any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each Subsidiary thereof has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The property of the Loan Parties and their Subsidiaries is subject to no Liens, other than Permitted Liens.

(b) **Schedule 5.08(b)** sets forth a complete and accurate list of all Liens on the property or assets of each Loan Party and each of its Subsidiaries. The property of each Loan Party is subject to no Liens, other than Permitted Liens.

(c) **Schedule 5.08(c)** sets forth a complete and accurate list of each Investment held by any Loan Party which is in excess (individually) of $1,000,000, showing the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Compliance. Except as specifically disclosed in **Schedule 5.09,** to the Loan Parties' knowledge, there exist no claims alleging potential liability or responsibility for violation of any Environmental Law on their respective businesses, operations and properties, which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.10 Insurance. The properties of each Loan Party and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts (after giving effect to any self-insurance compatible with the following standards), with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where each Loan Party or the applicable Subsidiary operates (provided that the possession by Lessees of property owned by the Borrower or any of its Subsidiaries in any locality shall not be deemed to constitute the engagement in business or owning of property by the Borrower or such Subsidiary in such locality).

5.11 Taxes. Each Loan Party and its Subsidiaries have filed all Federal, state and other material tax returns and reports required to be filed, and have paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. There is no proposed tax assessment against any Loan Party or its respective Subsidiaries that would, if made, have a Material Adverse Effect. No Loan Party is party to any tax sharing agreement (and a "check-the-box" tax election shall not be deemed to constitute a "tax sharing agreement").

5.12 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state laws, and each Foreign Plan is in compliance in all material respects with the applicable provisions of all applicable laws. Each Pension Plan and Multiemployer Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter or opinion from the Internal Revenue Service to the effect that the form of such Plan is qualified under Section 401(a) of the Code, or an application for such a letter is currently being processed by the IRS. To the best knowledge of the members of the ERISA Group, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the best knowledge of any member of the ERISA Group, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan or Foreign Plan that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan or Foreign Plan that

individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect. The execution and delivery of this Agreement by the Loan Parties and the consummation of the transactions hereunder will not involve any non-exempt "prohibited transaction" for purposes of Section 406 of ERISA, Section 4975 of the Code or applicable Similar Law, assuming, for this purpose, that the funds lent to the Borrower by the Lenders under this Agreement are not themselves "plan assets" subject to ERISA, Section 4975 of the Code or applicable Similar Law.

(c) (i) No ERISA Event has occurred, and no member of the ERISA Group nor any ERISA Affiliate is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan or Multiemployer Plan; (ii) each member of the ERISA Group and each ERISA Affiliate has met all applicable requirements of the minimum funding standards under Section 302 of ERISA and Section 412 of the Code in respect of each Pension Plan, and no waiver of the minimum funding standards under Section 303 of ERISA or Section 412 of the Code has been applied for or obtained nor has any member of the ERISA Group or any ERISA Affiliate, within the prior six years, failed to make by its due date any required contribution to any Multiemployer Plan; (iii) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is 60% or higher and none of the members of the ERISA Group nor any ERISA Affiliate knows of any facts or circumstances that could reasonably be expected to cause the funding target attainment percentage for any such Plan to drop below 60% as of the most recent valuation date; (iv) neither the Borrower nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid; (v) no member of the ERISA Group nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; and (vi) no Pension Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan.

(d) No Foreign Termination Event has occurred and no Foreign Underfunding exists or has occurred that could reasonably be expected to (i) result in any Lien on any Collateral or (ii) individually or in the aggregate, result in any liability to the members of the ERISA Group in excess of $10,000,000.

(e) No member of the ERISA Group nor any ERISA Affiliate maintains or contributes to, or has any unsatisfied obligation to contribute to, or liability under, any active or terminated Pension Plan or Multiemployer Plan, and no member of the ERISA Group maintains or contributes to, or has any unsatisfied obligation to contribute to, or liability under, any active or terminated Foreign Plan, other than those listed on **Schedule 5.12(d)**.

5.13 Subsidiaries; Equity Interests. No Loan Party has any Subsidiaries other than those specifically disclosed in **Schedule 5.13**, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on **Schedule 5.13** free and clear of all Liens except those created under the Collateral Documents. All of the outstanding Equity Interests in the Borrower have

been validly issued, are fully paid and non-assessable and are owned by the Guarantor in the amounts specified on Part (a) of **Schedule 5.13** free and clear of all Liens except those created under the Collateral Documents. Set forth on Part (b) of **Schedule 5.13** is a complete and accurate list of all Loan Parties, showing (as to each Loan Party) the jurisdiction of its incorporation, the address of its principal place of business and its U.S. taxpayer identification number or, in the case of any non-U.S. Loan Party that does not have a U.S. taxpayer identification number, its unique identification number issued to it by the jurisdiction of its incorporation. The copy of the charter of each Loan Party and each amendment thereto provided pursuant to **Section 4.01(a)(v)** is a true and correct copy of each such document, each of which is valid and in full force and effect.

5.14 Margin Regulations; Investment Company Act.

(a) The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock.

(b) Neither the Borrower nor the Guarantor is, nor or is required to be, registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. Each Loan Party has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, in each case that (individually or in the aggregate) could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.16 Compliance with Laws.

(a) Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) To the knowledge of the Borrower, neither the giving of any Loan Notice nor any Borrowing will violate any Sanctions Laws.

5.17 Solvency. Each Loan Party is Solvent.

5.18 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.19 Collateral Matters. The provisions of the Collateral Documents are, or when such Collateral Documents are delivered will be, effective to create in favor of the Administrative Agent for the benefit of the Secured Parties a legal, valid and enforceable first priority Lien (subject to Permitted Collateral Liens) on all right, title and interest of the respective Loan Parties in the Collateral described therein. Except for filings completed prior to the Closing Date and as contemplated hereby and by the Collateral Documents, no filing or other action will be necessary to perfect or protect such Liens.

5.20 Foreign Assets Control Regulations, Embargoed Persons. No Loan Party or Subsidiary thereof nor, to the knowledge of the Loan Parties, any director, officer, employee, agent, affiliate or representative of such Loan Party or its Subsidiaries, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject of any Sanctions, (ii) located, organized, residing or operating in any Designated Jurisdiction, or (iii) included on the SDN List, the HMT's Consolidated List of Financial Sanctions Targets, or any similar list enforced by OFAC, the European Union, the United Nations or Her Majesty's Treasury, or any other applicable sanctions authority in a jurisdiction where any Loan Party employs or contracts personnel and conducts material operations.

5.21 Update of Schedules. Any Schedule referenced in **Article V** may be periodically updated by any Loan Party as often as is necessary to insure the continued accuracy of such Schedule in respect of the representations and warranties by such Loan Party as set forth in this Article V. Such updated Schedule will be provided to the Administrative Agent, in writing or via electronic means, in accordance with the provisions of **Section 11.02**. Each such updated Schedule shall be effective immediately upon the receipt thereof by the Administrative Agent.

5.22 Guarantor. The Guarantor is a Qualified ECP Guarantor.

ARTICLE VI

AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, each of the Borrower and the Guarantor shall:

6.01 Financial Statements. Deliver to the Administrative Agent, in form and detail satisfactory to the Administrative Agent and the Required Lenders:

(a) as soon as available, but in any event within 120 days after the end of each fiscal year of each Receivables Subsidiary (other than TAP Funding and TWC), the Borrower, TEML

and the Guarantor (commencing with the fiscal year ended December 31, 2015), a consolidated and, with respect to the Guarantor and the Borrower, consolidating balance sheet of such Person and its Subsidiaries as at the end of such fiscal year, the related consolidated and, with respect to the Guarantor and the Borrower, consolidating statements of income or operations for such fiscal year, and the related consolidated changes in shareholders' equity, and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; *provided, however,* that the Borrower's annual financial statements may be unaudited; and

(b) as soon as available, but in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year of each of the Borrower and the Guarantor (commencing with the fiscal year ended December 31, 2015), a consolidated and, with respect to the Guarantor and the Borrower, consolidating balance sheet of such Person and its Subsidiaries as at the end of such fiscal quarter, the related consolidated and, with respect to the Guarantor and the Borrower, consolidating statements of income or operations for such fiscal quarter, and the related consolidated changes in shareholders' equity, and cash flows for such fiscal quarter and for the portion of such Person's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, certified by a Responsible Officer of Borrower as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of such Person and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail satisfactory to the Administrative Agent and the Required Lenders:

(a) in the case of the Guarantor, concurrently with the delivery of the financial statements referred to in **Section 6.01(a)**, a certificate of its independent certified public accountants certifying such financial statements;

(b) in the case of the Borrower, concurrently with the delivery of the financial statements referred to in **Sections 6.01(a)** and **(b)** (commencing with the delivery of the financial statements for the fiscal quarter ended June 30, 2015), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower;

(c) promptly after any request by the Administrative Agent or any Lender, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of the Borrower by independent accountants in connection with the accounts or books of the Borrower or any Subsidiary, or any audit of any of them;

(d) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication sent to the shareholders of the Borrower and the Guarantor, and copies of all annual, regular, periodic and special reports and registration statements which the Borrower and the Guarantor may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, and not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) in the case of the Borrower, a Borrowing Base Certificate with appropriate insertions, (i) not later than thirty (30) days following the end of each calendar month, dated as of the last day of such calendar month (unless any certificate required by (ii) or (iii) below has already been delivered to the Administrative Agent for such calendar month or as of a later date), (ii) in connection with each Loan Notice, dated as of the requested Loan funding date (but delivered to the Administrative Agent on the date Borrower delivers the Loan Notice to the Administrative Agent pursuant to **Section 2.02(a)**), and (iii) in connection with each release of Collateral which is permitted under **Section 9.10(a)**, dated as of the applicable date of release (but delivered to the Administrative Agent at least one (1) Business Day prior to such date);

(f) within thirty (30) days after the end of each quarter of each fiscal year of Borrower, and otherwise upon Administrative Agent's request, a summary setting forth (i) the number and type of Marine Containers included in the Collateral, (ii) their aggregate Net Book Value, and (iii) their aggregate Original Equipment Cost (and, upon the Administrative Agent's request, a detailed report as of the end of such quarter, setting forth with respect to each unit of Marine Container then owned by Borrower its (1) serial or other identifying number, (2) in-service date, (3) Net Book Value (including totals thereof), and (4) Original Equipment Cost (including totals thereof));

(g) upon the Administrative Agent's request, as soon as practicable, and in any event not later than thirty (30) days after the end of each fiscal quarter, a Responsible Officer of the Guarantor, relating to all inventory and fleets managed by TEML, dated as of the end of the quarter, setting forth: (i) a breakout of inventory by type, (ii) utilization by inventory type, (iii) average per diem rates by inventory type, and (iv) a list of the ten (10) largest (in terms of cost equivalent unit on hire) customers of the TEML fleet, with detailed accounts receivable aging reports (listing receivables of 30, 60, 90, and over 90 days duration) for each and a summarized aging report for all other customers giving the same aging information, in each case, in form and substance satisfactory to, and with such additional information as may be from time to time reasonably requested by, the Required Lenders;

(h) promptly following receipt thereof, copies of (x) [intentionally omitted], (y) each Asset Base Report and Manager Report (each, as defined in the TMCL II Indenture) and each Equipment and Lease Report (as defined in **Section 7.1** of the Management Agreement (as such term is defined in the TMCL II Indenture)) and (z) the equivalent of the items described in clauses (x) and (y) with respect to each of TMCLIII, TMCLIV and each other Receivables Subsidiary (other than TAP Funding and TWC);

(i) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to **Section 6.01** or any other provision of this **Section 6.02**;

(j) as soon as available, but in any event within 30 days after the end of each fiscal year of the Borrower, a report summarizing the insurance coverage (specifying type, amount and carrier) in effect for the Borrower and containing such additional information as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably specify;

(k) promptly, and in any event within five Business Days after receipt thereof by any Loan Party, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of any Loan Party, which, if pursued through a determination adverse to such Loan Party, could reasonably be expected to have a Material Adverse Effect;

(l) at least 15 days prior to the commencement of each fiscal year of each of the Borrower and the Guarantor, a reasonably detailed consolidated budget for each such Person for such fiscal year (including a projected consolidated balance sheet and related statements of projected operations and cash flow as of the end of and for each fiscal quarter during such fiscal year and setting forth the assumptions used for purposes of preparing each such budget) and, promptly when available and from time to time, any significant revisions of each such budget (including any amounts to be paid to any pension plan), which need not be prepared in accordance with GAAP, but which, in any event, shall be in a form acceptable to the Administrative Agent;

(m) promptly, such additional information regarding the business, financial or corporate affairs of the Guarantor, the Borrower or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request.

(n) not later than 30 days after the end of each fiscal quarter of Borrower, a report, signed by a Responsible Officer of the Borrower, setting forth as of the end of the most recent fiscal quarter of the Borrower (i) a breakout of the Marine Container Collateral by type, (ii) percentage (by Net Book Value) of Marine Container Collateral that is off-hire, by equipment type, as of the end of such quarter, (iii) Weighted Average Age of the Marine Container Collateral, and (iv) lessee concentrations with respect to the Marine Container Collateral.

Documents required to be delivered pursuant to **Section 6.01(a)** or **(b)** or **Section 6.02(b)** or **(d)** (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which made available on EDGAR following filing with the SEC; *provided* that (i) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender upon its request to the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Borrower shall notify the Administrative Agent and each Lender (by facsimile or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Administrative

Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arranger may, but shall not be obligated to, make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "***Borrower Materials***") by posting the Borrower Materials on Debt Domain, IntraLinks, Syndtrak or another similar electronic system (the "***Platform***") and (b) certain of the Lenders (each, a "***Public Lender***") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that, so long as the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities, (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger, and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in **Section 11.07**); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC."

6.03 Notices. Promptly notify the Administrative Agent:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including any such matter consisting of (i) breach or non-performance of, or any default under, a Contractual Obligation of the Borrower; (ii) any dispute, litigation, investigation, proceeding or suspension between the Borrower and any Governmental Authority; (iii) the commencement of, or any material development in, any litigation or proceeding affecting the Borrower, including pursuant to any applicable Environmental Laws; or (iv) the occurrence of (x) [intentionally omitted], (y) any Early Amortization Event or Event of Default (as each such term is defined in the TMCL II Indenture, the TMCLIII Indenture or the TMCLIV Indenture) or (z) the equivalent of the events described in clauses (x) and (y) with respect to each of TMCLIII, TMCLIV and each other Receivables Subsidiary (other than TAP Funding and TWC);

(c) of the occurrence of any event or condition that would make any of the representations provided in Section 5.12(a)-(e) false or inaccurate if those representations had been required to be provided at the time of the occurrence of such event or condition (regardless of whether or not those representations in fact were required to be correct and accurate at such time);

(d) of any material change in accounting policies or financial reporting practices by the Borrower or the Guarantor, including any determination by the Guarantor referred to in **Section 2.10(b)**; and

(e) following publication of a long-term debt rating of the Guarantor, of any notification from either Moody's or S&P that such rating has (x) been placed on watch for a possible downgrade or (y) been downgraded.

Each notice pursuant to this **Section 6.03** shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to **Section 6.03(a)** shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary; (b) all lawful claims which, if unpaid, would by law become a Lien upon its property not permitted under the Loan Documents; and (c) all Indebtedness, as and when due and payable, but subject to any applicable terms of subordination.

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its incorporation or organization except in a transaction permitted by **Section 7.04** or **7.05**; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) use the standard of care typical in the industry in the operation and maintenance of its facilities.

6.07 Maintenance of Insurance. (a) Maintain, to the extent commercially practicable, with financially sound and reputable insurance companies not Affiliates of the Borrower,

insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance compatible with the following standards) as are customarily carried under similar circumstances by such other Persons, including contingent comprehensive general liability insurance on the Eligible Marine Containers and off-hire physical damage insurance, and providing for not less than 30 days' (or 10 days', in the case of cancellation for nonpayment of premium) prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance, and for the Administrative Agent to be named as a loss payee and additional insured to the extent of its interest in the Eligible Marine Containers; and (b) while any Eligible Marine Container leased to a lessee under a Lease, cause such Lease to require such lessee to maintain physical damage insurance and comprehensive general liability insurance on each Eligible Marine Container subject to such Lease with financially sound and reputable insurance companies; *provided, however,* such lessee may self-insure for such risks if approved by the Borrower's credit department in accordance with its credit policy.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain (a) proper books of record and account, in which full, true and correct entries in conformity with GAAP shall be made of all financial transactions and matters involving the assets and business of such Loan Party; and (b) such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over such Loan Party.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors and officers, all at the expense of the Borrower and at all at such reasonable times (but no more frequently than twice per year) during normal business hours, upon reasonable advance notice to the Borrower; *provided* that, so long as no Default is continuing, the Borrower and the Guarantor shall, notwithstanding any other provision of this Agreement, only be required to reimburse the Administrative Agent for costs and expenses incurred in connection with one such inspection per year; provided, further, that when a Default or an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time (without limitation regarding frequency) during normal business hours and without advance notice.

6.11 Use of Proceeds. Use the proceeds of the Loans (i) to refinance existing indebtedness of the Borrower (including all amounts owing under the Revolving Credit Agreement and other Segregated Collateral Pool Debt) and its Subsidiaries, (ii) for working

capital, capital expenditures and other corporate purposes of the Borrower which are not in contravention of any Law or of any Loan Document, and/or (iii) to make Investments in Subsidiaries. The proceeds of the Loans will be used in a manner that complies with **Section 5.20(a)**.

6.12 Compliance with Environmental Laws. Comply, and cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew all Environmental Permits necessary for its operations and properties; and conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action ordered by any Governmental Authority as necessary to remove and clean up all Hazardous Materials from any of its properties, in accordance with the requirements of all Environmental Laws; *provided, however, that* neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

6.13 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, filing or recordation thereof, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable law, subject any Loan Party's properties, assets, rights or interests (excluding (i) in the case of the Borrower, any Equity Interests in any Receivables Subsidiary and any property not related to the Marine Containers owned by Borrower and (ii) in the case of the Guarantor, any property other than Equity Interests in the Borrower) to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of its Subsidiaries is or is to be a party, and cause each of its Subsidiaries to do so.

6.14 Compliance with Terms of Leaseholds. Make all payments and otherwise perform all obligations in respect of all leases of real property to which the Borrower or any of its Subsidiaries is a party, keep such leases in full force and effect and not allow such leases to lapse or be terminated or any rights to renew such leases to be forfeited or cancelled, notify the Administrative Agent of any default by any party with respect to such leases and cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so, except, in any case, where the failure to do so, either individually or in the aggregate, would not be reasonably likely to have a Material Adverse Effect.

6.15 Lien Searches. Promptly following receipt by the Loan Parties of the acknowledgment copy of any financing statement filed under the Uniform Commercial Code in any jurisdiction by or on behalf of the Secured Parties, deliver to the Administrative Agent completed lien search results listing such financing statement and all other effective financing statements filed in such jurisdiction that name any Loan Party as debtor.

6.16 Material Contracts. Materially perform and observe all the terms and provisions of its Contractual Obligations and maintain its material rights and obligations thereunder, except, in any case, where the failure to do so, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

6.17 "Know your Customer" Information.

(a) If (i) any Change in Law;

(ii) any change in the composition of the shareholders of the Borrower after the date hereof; or

(iii) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer, obliges the Administrative Agent or any Lender (or any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, promptly upon the request of the Administrative Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Administrative Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) in order for the Administrative Agent, such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Loan Documents.

(b) Each Lender shall promptly upon the request of the Administrative Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Administrative Agent (for itself) in order for the Administrative Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Loan Documents.

ARTICLE VII

NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder or any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, neither the Borrower nor the Guarantor shall, nor shall they, if so indicated, permit their respective Subsidiaries to:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document;

(b) (i) Liens existing on the date hereof and listed on **Schedule 5.08(b)** and (ii) Liens securing Indebtedness permitted under **Section 7.02(b)(ii)** (provided that the scope of the collateral securing such Indebtedness is not expanded);

(c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens (other than manufacturers' Liens) arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under **Section 8.01(h)**;

(i) Liens on Receivables Program Assets incurred in connection with Qualified Receivables Transactions;

(j) Liens securing Indebtedness permitted under **Section 7.02(e)** (provided that (x) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (y) the Indebtedness secured thereby does not exceed the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition);

(k) Liens securing Indebtedness permitted under (i) **Section 7.02(g)**, **(h)** or **(k)** or (ii) solely to the extent that such Liens are not spread to additional assets, **Section 7.02(j)**;

(l) (i) Liens granted in connection with the Revolving Credit Agreement and (ii) Liens on Segregated Collateral Pools securing other Segregated Collateral Pool Debt;

(m) rights under Leases held by (i) any lessee or sublessee thereunder or (ii) any owner (other than any Loan Party) of a Marine Container subject thereto;

(n) bankers' Liens, rights of setoff and other similar Liens existing on property on deposit in one or more accounts maintained by such Loan Party; and

(o) Liens arising from or related to precautionary UCC or like personal property financing statements filed in connection with leases entered into in the Ordinary Course of Business.

7.02 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, or permit any of its Subsidiaries to do so, except (subject to the proviso at the end of this **Section 7.02**):

(a) Indebtedness under the Loan Documents;

(b) (i) Indebtedness existing on the date hereof and listed on **Schedule 5.05** and (ii) any refinancings, renewals, refundings or replacements thereof; provided, that the terms relating to principal amount, amortization, maturity, collateral (if any) and subordination (if any), and other material terms taken as a whole, of any such refinancing, refunding, renewing or extending Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are no less favorable in any material respect to the Loan Parties or the Lenders than the terms of any agreement or instrument governing the Indebtedness being refinanced, refunded, renewed or extended and the interest rate applicable to any such refinancing, refunding, renewing or extending Indebtedness does not exceed the then applicable market interest rate;

(c) Guarantees of (x) the Borrower in respect of Indebtedness not otherwise prohibited hereunder of any of its Subsidiaries, or (y) the Guarantor in respect of Indebtedness not otherwise prohibited hereunder of any of its Subsidiaries;

(d) obligations (contingent or otherwise) of the Borrower, the Guarantor or any of their respective Subsidiaries existing or arising under any Swap Contract, provided that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated to be held by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation or taking a "market view;" and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party (other than by way of setoff);

(e) Vendor Debt incurred in connection with the acquisition by the Borrower of Marine Containers; *provided* that (A) such Vendor Debt represents the purchase price of Marine Containers, (B) the amount of such Vendor Debt does not exceed 100% of the purchase price (including any fees or other expenses incurred in connection therewith, such as repositioning costs) of the applicable Marine Containers and (C) such Vendor Debt is not overdue in accordance with the payment terms thereof; and

(f) for the Guarantor, unsecured Indebtedness (either directly or through the issuance by the Guarantor of a Guarantee with respect to Indebtedness of the Borrower) such that, before and after giving effect to the incurrence of such additional Indebtedness (when considered with all other outstanding Indebtedness of the Guarantor permitted or incurred hereunder), no Default shall occur;

(g) for TEML, Indebtedness in the maximum aggregate principal amount not to exceed Two Million Dollars ($2,000,000);

(h) Indebtedness incurred by any Receivables Subsidiary in connection with a Qualified Receivables Transaction;

(i) Indebtedness of such Person incurred as a result of an Investment in such Person not prohibited under **Section 7.03**;

(j) Indebtedness of a Person existing at the time such Person becomes a Subsidiary of a Loan Party pursuant to a Permitted Acquisition, but only to the extent that such Indebtedness shall have been in existence at the time such Permitted Acquisition was consummated and either (i) was not incurred in connection with, as a result of, or in contemplation of, such Permitted Acquisition or (ii) was incurred to refinance or replace Indebtedness of the type referred to in **clause (i)**; *provided* that with respect to Indebtedness incurred pursuant to **clause (ii)**, (A) such Indebtedness shall have terms relating to principal amount, amortization, collateral (if any), subordination (if any), and other material terms taken as a whole no less favorable in any material respect to the Indebtedness referred to in **clause (i)**, (B) such Indebtedness shall have a maturity no shorter than the maturity of the Indebtedness referred to in **clause (i)**, (C) the interest rate applicable to such Indebtedness shall not exceed the then applicable market interest rate, and (D) such Indebtedness shall not become Indebtedness of any Loan Party; and

(k) for the Borrower or any of its Subsidiaries, Indebtedness (other than Guarantees by Borrower of Indebtedness of the Guarantor) in an aggregate principal amount such that, before and after giving effect to the incurrence of such additional Indebtedness (when considered with all other outstanding Indebtedness of the Borrower permitted or incurred hereunder), no Default shall occur;

provided, however, that, notwithstanding the foregoing, Indebtedness otherwise permitted pursuant to the foregoing paragraphs of this **Section 7.02** shall not be permitted if the incurrence thereof, when considered with all other outstanding Indebtedness of any Loan Party (or any Subsidiary thereof) permitted or incurred under this Agreement, would cause a violation of any financial covenant set forth in **Section 7.11**.

7.03 Investments. Make or hold any Investments, except:

(a) Investments in the form of Cash Equivalents;

(b) advances to officers, directors and employees of the Borrower and Subsidiaries in an aggregate amount not to exceed $5,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes;

(c) Investments by the Borrower in Subsidiaries; *provided, however, that* with respect to any Receivables Subsidiary, (i) Investments by the Borrower permitted under this **Section 7.03(c)** in such Receivables Subsidiary to cure an "early amortization event" or similar event for such Receivables Subsidiary shall be limited to two such Investments during any twelve month period and (ii) the amount thereof shall not exceed an amount equal to the lesser of (A) $20 million and (B) the total dividend payments actually received by the Borrower from all Receivables Subsidiaries (other than TAP Funding and TWC) during such twelve month period;

(d) Investments by the Borrower in TWC in an amount not to exceed Forty Million Dollars ($40,000,000);

(e) Investments by the Guarantor in either the Borrower or TEML; *provided* that, both before and after each such Investment, no Default shall have occurred;

(f) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(g) Guarantees permitted by **Section 7.02**;

(h) any Investment consisting of a loan by the Borrower to the Guarantor, the proceeds of which will be used by the Guarantor solely for the payment of dividends to holders of its Equity Interests or for the purpose of providing funds for Permitted Acquisitions; *provided* that the aggregate amount of such Investments made in any fiscal year, when added to the amount of Restricted Payments made by Borrower in compliance with **Section 7.06** during such fiscal year, shall not exceed the amount of such Restricted Payments permitted to be made in such fiscal year pursuant to **Section 7.06**;

(i) Investments consisting of the purchase or other acquisition of shares, capital stock or other securities or assets of another Person in the same line of intermodal container business as the Borrower; *provided* that (i) no Default exists or would result from such acquisition, (ii) any Person acquired pursuant to this **Section 7.03(i)** shall become a wholly owned Subsidiary of a Loan Party, (iii) such acquisition shall be on arm's length terms, (iv) such acquisition shall not be hostile and shall have been approved by the board of directors (or other similar body) and the requisite shareholders, stockholders or other equityholders of such Person, (v) after giving effect to such acquisition, the Borrower and the Guarantor shall be in pro forma compliance with the financial covenants set forth in **Section 7.11**, (vi) the Borrower has notified the Administrative Agent and the Lenders of such proposed acquisition, and shall have furnished to the Administrative Agent and the Lenders (at least five Business Days prior to the consummation of such acquisition) a Compliance Certificate, historical financial information, and projections demonstrating compliance with the financial covenants set forth in **Section 7.11** for the four fiscal quarters following consummation of such acquisition (a "***Permitted Acquisition***");

(j) Investments by a Loan Party in a Subsidiary acquired in connection with (or to effect) a Permitted Acquisition;

(k) Investments existing on the date hereof and listed on **Schedule 5.08(c)**; and

(l) other Investments by the Borrower made in the Ordinary Course of Business.

7.04 Fundamental Changes. Merge, dissolve, liquidate, amalgamate, consolidate with or into another Person, except, so long as no Default exists or would result therefrom, (i) mergers or consolidations of Subsidiaries of the Loan Parties in connection with Permitted Acquisitions, and (ii) any merger of any Person with any Loan Party or Subsidiary; *provided* that such Loan Party or Subsidiary (as applicable) is the continuing or surviving Person.

7.05 Dispositions. Dispose of (whether in one transaction or in a series of transactions) all, or substantially, all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, or enter into any agreement to do so, except:

(a) Leases of Marine Containers entered into in the Ordinary Course of Business;

(b) Dispositions of inventory (including Marine Container Collateral) in the Ordinary Course of Business, so long as, both before and after giving effect to each such Disposition, the Borrowing Base exceeds the Total Outstandings at such time;

(c) Sales, transfers and conveyances of Receivables Program Assets in connection with any Qualified Receivables Transaction so long as (i) no Default exists or would exist as a result of such sale, conveyance or transfer and (ii) Borrower has delivered a completed Borrowing Base Certificate to the Administrative Agent demonstrating that, after giving effect to such sale, transfer and conveyance, the Borrowing Base exceeds the Total Outstandings; and

(d) So long as no Default exists or would exist as a result of such sale, conveyance or transfer, Dispositions of Trading Marine Containers in the Ordinary Course of Business;

provided, however, that any Disposition to a Person that is not an Affiliate of any Loan Party or any of its Subsidiaries shall be for the fair market value of the asset(s) Disposed.

7.06 Restricted Payments. Subject to the following sentence, declare or make any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, if, after giving effect to such Restricted Payment, (i) a Default would exist or (ii) in the case of the Borrower, the amount of such Restricted Payment made in any fiscal year, when aggregated with the amounts of all other such Restricted Payments made by Borrower in such fiscal year, would exceed seventy percent (70%) of Consolidated Net Income of the Borrower for the immediately preceding four fiscal quarters. Notwithstanding the foregoing, any Restricted Payment shall be permitted to the extent that the proceeds thereof are used to effect a Permitted Acquisition and then, solely if the Loan Parties demonstrate pro forma compliance with the covenants in **Section 7.11** after giving effect to such Restricted Payment and no Default otherwise exists or would result from the making of such Restricted Payment.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by it on the date hereof or any business substantially related or incidental thereto, or any business engaged in by container lessors generally.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of such Loan Party, whether or not in the ordinary course of business, other than (a) on fair and reasonable terms substantially as favorable to such Loan Party as would be obtainable by such Loan Party at the time in a comparable arm's length transaction with a Person other than an Affiliate, (b) transactions otherwise not prohibited under this **Article VII** or (c) as described on Schedule 7.08 as in effect on the date hereof.

7.09 Negative Pledge with respect to Certain Equity Interests. In the case of Borrower sell, pledge, transfer or otherwise encumber (i) [intentionally omitted], (ii) the 1,000 issued and outstanding ordinary shares of TMCL II owned by the Borrower, (iii) the Equity Interests in TAP Funding owned by the Borrower, (iv) the Equity Interests in TWC owned by the Borrower, (v) the Equity Interests in any other Receivables Subsidiary owned by the Borrower or (vi) Equity Interests in any Subsidiary acquired in a Permitted Acquisition.

7.10 Use of Proceeds. Use the proceeds of any Loan, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.11 Financial Covenants.

(a) **Maximum Consolidated Leverage Ratio of Guarantor**. In the case of the Guarantor, permit the Consolidated Leverage Ratio of the Guarantor to exceed 4.0 to 1.

(b) **Minimum Consolidated Interest Coverage Ratio of Guarantor**. In the case of the Guarantor, permit the Consolidated Interest Coverage Ratio of the Guarantor as of the end of any fiscal quarter to be less than 1.5 to 1.

(c) **Maximum Consolidated Leverage Ratio of Borrower**. In the case of the Borrower, permit the Consolidated Leverage Ratio of the Borrower to exceed 4.0 to 1.

(d) **Minimum Consolidated Interest Coverage Ratio of Borrower**. In the case of the Borrower, permit the ratio of Consolidated Interest Coverage Ratio of Borrower to be less than 2.0 to 1.

(e) **Revised Financial Ratios**. If at any time after the date hereof any Loan Party shall enter into or be a party to any agreement governing Indebtedness for borrowed money which singularly or in the aggregate exceeds Eighty Million Dollars ($80,000,000), including all such instruments or agreements in existence as of the date hereof and all such instruments or agreements entered into after the date hereof (each, a "***Principal Lending Agreement***"), and any such Principal Lending Agreement at any time includes a Consolidated Leverage Ratio or a

Consolidated Interest Coverage Ratio (or, in each case, any substantially comparable financial ratio) which is more restrictive on such Loan Party than the applicable Consolidated Leverage Ratio or Consolidated Interest Coverage Ratio requirements set forth in **Sections 7.11(a)** through **(d)**, or such Principal Lending Agreement subsequently loosens or further restricts any such financial ratio (each such loosened or further restricted ratio, a "***Revised Financial Ratio***"), then and in any such event such Loan Party shall give written notice thereof to the Administrative Agent not later than thirty (30) days following the date of execution of such Principal Lending Agreement or amendment or termination thereof, as the case may be. Effective on the date of execution, amendment, modification or termination of such Principal Lending Agreement, as the case may be, the applicable provisions of **Sections 7.11(a)** through **(d)** shall automatically be deemed to be amended to include such Revised Financial Ratio; *provided* that in no event shall the level of any such Revised Financial Ratio be less restrictive on such Loan Party than the corresponding financial ratio in **Sections 7.11(a)** through **(d)** in effect on the date hereof. Each Loan Party further covenants to promptly execute and deliver at its expense each and every amendment to this Agreement in form and substance satisfactory to the Administrative Agent evidencing the amendment of this Agreement to include, modify or exclude, as the case may be, the effect of such Revised Financial Ratio, provided that the execution and delivery of any such amendment shall not be a precondition to the effectiveness of such amendment, but shall merely be for the convenience of the parties hereto.

7.12 Amendments of Organization Documents or Collateral Management Agreement. Amend any of its Organization Documents or the Collateral Management Agreement in a way that could cause a Material Adverse Effect.

7.13 Accounting Changes. Subject to **Section 1.03**, make any change in (a) accounting policies or reporting practices, except as required by GAAP, or (b) fiscal year.

7.14 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Indebtedness with a stated maturity later than the Maturity Date, except (a) the prepayment of the Loans in accordance with the terms of this Agreement, (b) regularly scheduled or required repayments, prepayments or redemptions of Indebtedness set forth in **Schedule 5.05** as in effect on the date hereof, and (c) repayments and prepayments of other Segregated Collateral Pool Debt; *provided* that voluntary prepayments under subsection (c) above will only be permitted if, at the time of such prepayment, no Default exists or would exist as a result of such prepayment.

7.15 Container Management System. Create, incur, assume or grant or suffer to exist, directly or indirectly, in favor of any Person, any Lien on the container management system (or similar software package and/or computer system designed to manage and track the Containers under management by the Manager) used by the Manager in the ordinary course of its business. Each Loan Party shall promptly take, or cause to be taken, such actions as may be necessary to discharge any such Lien.

7.16 Lease Obligations. Enter into any arrangement, directly or indirectly, whereby such Loan Party or any of their respective Subsidiaries shall sell or transfer any property owned

by it in order then or thereafter to lease such property or lease other property that such Loan Party or any of their respective Subsidiaries intends to use for substantially the same purpose as the property being sold or transferred, other than any Capitalized Lease or Synthetic Lease.

7.17 Amendment, Etc. of Related Documents and Indebtedness. (a) Cancel or terminate any Related Document or consent to or accept any cancellation or termination thereof, (b) amend, modify, or change in any manner any term or condition of any Related Document or give any consent, waiver or approval thereunder, (c) waive any default under or any breach of any term or condition of any Related Document, (d) take any other action in connection with any Related Document or (e) add additional events of default to any such Related Document, in the case of each of the foregoing clauses (a) through (e), in such a manner as would result in a Material Adverse Effect.

7.18 OFAC; Borrowing Base Calculation. Lease, sublease or sell, or consent to the lease, sublease or sale of, a Marine Container owned by such Loan Party to a person or jurisdiction prohibited to such Loan Party under applicable law, and if any Loan Party obtains knowledge that a Marine Container then included in the most recent calculation of the Borrowing Base submitted to the Administrative Agent hereunder is leased or subleased to a Sanctioned Person or a Sanctioned Entity (other than by the United States government, or pursuant to a license issued by the appropriate authority), then such Loan Party shall, within five (5) Business Days after obtaining knowledge thereof, remove such Marine Container from the calculation of the Borrowing Base for so long as such condition continues.

7.19 Sanctions. Directly or indirectly, use the proceeds of any Credit Extension, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to such Loan Party's knowledge, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any individual or entity (including any individual or entity participating in the transaction, whether as Lender, Arranger, Administrative Agent, L/C Issuer, or otherwise) of Sanctions.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) **Non-Payment**. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan, or (ii) pay within three days after the same becomes due, any interest on any Loan or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) **Specific Covenants**. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of **Sections 6.01**, **6.02**, **6.03**, **6.05**, **6.07**, **6.10**, **6.11**, **6.12**, or **Article VII**, or the Borrower fails to perform or observe any term, covenant or agreement contained in **Sections 2**, **5.7**, **5.11** or **5.16** of the Security Agreement; or

(c) **Other Defaults**. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in **Section 8.01(a)** or **(b)**) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days; or

(d) **Representations and Warranties**. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document shall be incorrect or misleading when made or deemed made; or

(e) **Cross-Default**. (i) Any Loan Party or any Material Subsidiary of a Loan Party (other than a Receivables Subsidiary) (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts), having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $15,000,000, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or the Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by a Loan Party or any Subsidiary thereof as a result thereof is greater than $5,000,000; or

(f) **Insolvency Proceedings, Etc**. Any Loan Party or any Subsidiary thereof institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) **Inability to Pay Debts; Attachment**. (i) Any Loan Party or any Subsidiary thereof becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) **Judgments**. There is entered against any Loan Party or any Subsidiary thereof (i) one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding $15,000,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of 10 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) **ERISA**. An event or condition occurs that would make any of the representations provided in Section 5.12(a)-(e) false or inaccurate if those representations had been required to be provided at the time of the occurrence of such event or condition (regardless of whether or not those representations in fact were required to be correct and accurate at such time) which has resulted or could reasonably be expected to result in liabilities to the members of the ERISA Group, individually or in the aggregate, in an amount in excess of $20,000,000; or

(j) **Invalidity of Loan Documents**. Any provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any Affiliate thereof contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or

(k) **Change of Control**. There occurs any Change of Control with respect to the Guarantor; or

(l) **Ownership of Equity Interests**. The occurrence of any of the following: (i) the Guarantor shall cease, directly, to own and control legally and beneficially all of the Equity Interests in the Borrower, (ii) the Guarantor shall cease, directly, to own and control legally and beneficially all of the Equity Interests in TEML, or (iii) the Borrower shall cease, directly, to own and control legally and beneficially all of the Equity Interests in each Receivables Subsidiary (other than TAP Funding and TWC); or

(m) **Collateral Documents**. Any Collateral Document after delivery thereof pursuant to **Section 4.01** or **4.02** shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority (subject to Permitted Collateral Liens) Liens on the Collateral purported to be covered thereby free and clear of all Liens other than Permitted Collateral Liens.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself, the Lenders all rights and remedies available to it and the Lenders under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable without further act of the Administrative Agent or any Lender.

8.03 Application of Funds.

(a) After the exercise of remedies provided for in **Section 8.02** (or after the Loans have automatically become immediately due and payable as set forth in the proviso to **Section 8.02**), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under **Article III**) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and amounts owing pursuant to the Designated Swap Contracts) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders (including fees and time charges for attorneys who may be employees of any Lender arising under the Loan Documents) and amounts payable under **Article III**, ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and other Obligations arising under the Loan Documents and all Designated Swap Contracts including regularly scheduled payments on Designated Swap Contracts (but excluding Swap Termination Values), ratably among the Lenders and hedge counterparties in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders and Swap Termination Values on Designated Swap Contracts; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

ARTICLE IX

ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders and the Swap Providers hereby irrevocably appoints ABN AMRO to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Swap Providers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders and the Swap Providers hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender or Swap Provider for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to **Section 9.05** for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this **Article IX** and **Article XI** (including **Section 11.04(c)**, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender and, if applicable, a Swap Provider as any other Lender or Swap Provider and may exercise the same as though it were not the Administrative Agent and the term "Lender" and "Lenders" and "Swap Provider" and "Swap Providers" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or the Swap Providers, if any.

9.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in **Sections 11.01** and **8.02**) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given in writing to the Administrative Agent by the Borrower or a Lender.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in **Article IV** or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.06 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Swap Providers and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a Lender on the date of such appointment and have an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "***Resignation Effective Date***"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Swap Providers, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and such Person remove such Person as

Administrative Agent and, in consultation with the Borrower, appoint a successor from among the other Lenders. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "***Removal Effective Date***"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of any Lender or Swap Provider under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and Swap Provider directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in **Section 3.01(g)** and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this **Section 9.06**). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this **Article IX** and **Section 11.04** shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and Swap Provider acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or Swap Provider or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Swap Provider also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or Swap Provider or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, the Arranger listed on the cover page hereof (as mandated lead arranger and book runner) shall not

have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or, if applicable, a Swap Provider.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under **Sections 2.09** and **11.04**) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and Swap Provider to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Swap Providers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under **Sections 2.09** and **11.04**.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or Swap Provider any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or Swap Provider to authorize the Administrative Agent to vote in respect of the claim of any Lender or Swap Provider in any such proceeding.

9.10 Collateral Matters.

(a) The Lenders and the Swap Providers irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any Lien on any Collateral (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations), (ii) that is Disposed of or to be Disposed of as part of or in connection with any Disposition permitted hereunder or under any other Loan Document, or (iii) subject to **Section 11.01**, if approved, authorized or ratified in writing by the Required Lenders.

(b) In the event of (A) any Disposition of Collateral permitted pursuant to **Section 7.05(b)**, **(c)** or **(d)** (if applicable) or (B) the granting of Liens on existing Collateral to secure the Revolving Credit Agreement or other Segregated Collateral Pool Debt, the Secured Parties agree that the Secured Parties' Lien on such Collateral automatically shall be released so long as the Borrower shall have submitted to the Administrative Agent a Borrowing Base Certificate demonstrating that, after giving pro forma effect to any such requested release of Collateral, the Total Outstandings shall not exceed the Borrowing Base. In such event, the Administrative Agent, on behalf of the Secured Parties, shall be deemed to have released such Collateral from the Lien of the Collateral Documents, and the Administrative Agent shall, at Borrower's request and expense, within three (3) Business Days execute any documentation reasonably required to evidence such release.

(c) Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release its interest in Collateral pursuant to this **Section 9.10**. In each case as specified in this **Section 9.10**, the Administrative Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such Collateral from the Lien of the Collateral Documents, in accordance with the terms of the Loan Documents and this **Section 9.10**. The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to any other Secured Party for any failure to monitor or maintain any portion of the Collateral.

9.11 Swap Providers. Each Swap Provider shall be entitled to the benefits of a Secured Party and a Swap Provider under this **Article IX** upon such Swap Provider's delivery to the Administrative Agent, no later than ten days following the latter of the Closing Date and the entry of such Swap Provider into a Designated Swap Contract, of a notice in form and substance acceptable to the Administrative Agent describing such Designated Swap Contract and in which such Swap Provider agrees to be bound by this **Article IX** for all purposes thereof as a Swap Provider and Secured Party hereunder, and acknowledges and agrees that it has, as a Secured Party and Swap Provider hereunder, appointed, designated and authorized the Administrative Agent to act on its behalf in accordance with the provisions of this Agreement, including **Sections 9.01(a)** and **(b)**. Nothing in this **Section 9.11** shall be construed to give the Administrative Agent the right to consent to any Swap Provider or the entry by the Borrower into any Designated Swap Contract.

ARTICLE X

CONTINUING GUARANTY

10.01 Guaranty. The Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the

Borrower to the Secured Parties, and whether arising hereunder or under any other Loan Document (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Secured Parties in connection with the collection or enforcement thereof); *provided, however, that* the Obligations shall exclude all Excluded Swap Obligations. The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall, absent manifest error, be binding upon the Guarantor and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of the Guarantor under this Guaranty, and the Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

10.02 Rights of Secured Parties. The Guarantor consents and agrees that the Secured Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof, in each case, in accordance with the terms of the applicable Loan Documents; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Secured Parties in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, the Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of the Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of the Guarantor.

10.03 Certain Waivers. The Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other guarantor, or the cessation from any cause whatsoever (including any act or omission of any Secured Party) of the liability of the Borrower; (b) any defense based on any claim that the Guarantor's obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting the Guarantor's liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Secured Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Secured Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. The Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of the Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against the Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. The Guarantor shall not exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations and any amounts payable under this Guaranty have been indefeasibly paid and performed in full and the Commitments are terminated. If any amounts are paid to the Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are indefeasibly paid in full in cash and the Commitments and the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or the Guarantor is made, or any of the Secured Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Secured Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Secured Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of the Guarantor under this **Section 10.06** shall survive termination of this Guaranty.

10.07 Subordination. The Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to the Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to the Guarantor as subrogee of the Secured Parties or resulting from the Guarantor's performance under this Guaranty, to the Obligations. If the Secured Parties so request, any such obligation or indebtedness of the Borrower to the Guarantor shall be enforced and performance received by the Guarantor as trustee for the Secured Parties and the proceeds thereof shall be paid over to the Secured Parties on account of the Obligations, but without reducing or affecting in any manner the liability of the Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against the Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by the Guarantor immediately upon demand by the Secured Parties.

10.09 Condition of Borrower. The Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other guarantor as the Guarantor requires, and that none of the Secured Parties has any duty, and the Guarantor is not relying on the Secured Parties at any time, to disclose to the Guarantor any information relating to the business, operations or financial condition of the Borrower or any other guarantor (the Guarantor waiving any duty on the part of the Secured Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI

MISCELLANEOUS

11.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however,* that:

(a) no such amendment, waiver or consent shall:

(i) waive any condition set forth in **Section 4.01** (other than **Section 4.01(b)(i)** or **(c)**), or, in the case of any Borrowing, **Section 4.02**, without the written consent of each Lender;

(ii) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to **Section 8.02**) without the written consent of such Lender;

(iii) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under such other Loan Document without the written consent of each Lender entitled to such payment;

(iv) reduce the principal of, or the rate of interest specified herein on, any Loan, or (subject to **Section 11.01(b)(ii)**) any fees or other amounts payable hereunder or under any other Loan Document, or change the manner of computation of any financial ratio (including any change in any applicable defined term) used in determining the Applicable Rate that would result in a reduction of any interest rate on any Loan or any fee payable hereunder without the written consent of each Lender entitled to such amount; *provided, however, that* only the consent of the Required Lenders shall be necessary (i) to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate or (ii) to amend any financial covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or to reduce any fee payable hereunder;

(v) change **Section 2.13** or **Section 8.03** in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(vi) change any provision of this **Section 11.01** or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender;

(vii) subject to **Section 9.10**, release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender (provided that, for purposes of clarification, no amendment or waiver that has the effect of designating any Indebtedness as Segregated Collateral Pool Debt (or permitting any related Collateral release in connection therewith) shall be deemed to require the written consent of each Lender solely by operation of this **Section 11.01(a)(vii)**);

(viii) release the Guarantor from the Guaranty without the written consent of each Lender;

(ix) impose any greater restriction on the ability of any Lender to assign any of its rights or obligations hereunder without the written consent of the Required Lenders; or

(x) amend **Section 8.03** in any manner that would alter the priority of payments set forth in such Section without the written consent of each Lender.

(b) With respect to amendments, modifications or waivers impacting the rights and obligations of the Administrative Agent:

(i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; and

(ii) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

11.02 Notices; Effectiveness; Electronic Communication.

(a) **Notices Generally**. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in **Section 11.02(b)** and the penultimate paragraph of **Section 6.02**), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or electronic mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, the Guarantor or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on **Schedule 11.02**; and

(ii) if to any Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by facsimile, hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when sent. Notices and other communications delivered through electronic communications to the extent provided in **Section 11.02(b)**, shall be effective as provided in **Section 11.02(b)**.

(b) **Electronic Communications**. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent (which include those set forth in the penultimate paragraph of **Section 6.02**), provided that the foregoing shall not apply to notices to any Lender pursuant to **Article II** if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) **The Platform**. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE

ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "***Agent Parties***") have any liability to the Borrower, the Guarantor, any Lender, or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; *provided, however, that* in no event shall any Agent Party have any liability to the Borrower, the Guarantor, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) **Change of Address, Etc**. Each of the Borrower and the Administrative Agent may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto (or, in the case of Borrower, to the Administrative Agent). Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) **Reliance by Administrative Agent and Lenders**. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Loan Notices) purportedly given by or on behalf of the Borrower even if such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein. The Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Secured Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided or under any other Loan Document are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with **Section 8.02** for the benefit of all the Secured Parties; *provided, however, that* the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any Secured Party from exercising setoff rights in accordance with **Section 11.08** (subject to the terms of **Section 2.13**), or (c) any Secured Party from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to **Section 8.02** and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to **Section 2.13**, any Secured Party may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

11.04 Expenses; Indemnity; Damage Waiver.

(a) **Costs and Expenses**. The Borrower shall pay (i) all reasonable out of pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out of pocket expenses incurred by the Administrative Agent, any Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent or any Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this **Section 11.04(a)**, or (B) in connection with the Loans, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) **Indemnification by the Borrower**. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "***Indemnitee***") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, penalties and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower or any other Loan Party) other than such Indemnitee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in **Section 3.01**), (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, (iv) any civil penalty or fine assessed by OFAC against, and all reasonable costs and expenses (including reasonable counsel fees and disbursements) incurred in connection with defense thereof by, an Indemnitee as a result of conduct of any Loan Party or any Subsidiary thereof that violates a sanction enforced by OFAC, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. Without limiting the provisions of **Section 3.01(c)**, this **Section 11.04(b)** shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) **Reimbursement by Lenders**. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under **Section 11.04(a)** or **(b)** to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), or such Related Party, as the case may be, such Lender's Pro Rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), such payment to be made severally among them based on such Lenders' Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such

unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent). The obligations of the Lenders under this **Section 11.04(c)** are subject to the provisions of **Section 2.12(d)**.

(d) **Waiver of Consequential Damages, Etc**. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in **Section 11.04(b)** shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, unless such distribution was made as a result of the gross negligence or willful misconduct of such Indemnitee or in violation by such Indemnitee of **Section 11.07**, other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) **Payments**. All amounts due under this **Section 11.04** shall be payable not later than ten Business Days after demand therefor.

(f) **Survival**. The agreements in this **Section 11.04** and the indemnity provisions of **Section 11.02(e)** shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and this Agreement and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) **Successors and Assigns Generally**. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of **Section 11.06(b)**, (ii) by way of participation in accordance with the provisions of **Section 11.06(d)**, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of **Section 11.06(f)** (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in **Section 11.06(d)** and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) **Assignments by Lenders**. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in **Section 11.06(b)(i)(A)**, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); *provided, however, that* concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) **Proportionate Amounts**. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned.

(iii) **Required Consents**. No consent shall be required for any assignment except to the extent required by **Section 11.06(b)(i)(B)** and, in addition:

(A) the consent of the Borrower (which, except in the case of an assignee that is considered by the Borrower to be a Competitor of any Loan Party or Affiliate thereof, shall not unreasonably be withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; *provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof; and provided, further, that the Borrower's consent shall not be required during the primary syndication of the credit facility provided herein; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender.

(iv) **Assignment and Assumption**. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; *provided, however, that* the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment; provided, further, that in no event shall the Borrower be required to pay such fee. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) **No Assignment to Borrower or a Defaulting Lender**. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries or any Person that is then a Defaulting Lender.

(vi) **No Assignment to Natural Persons**. No such assignment shall be made to a natural person.

(vii) **Certain Additional Payments**. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this **Section 11.06(b)(vii)**, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to **Section 11.06(c)**, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of **Sections 3.01**, **3.04**, **3.05**, and **11.04** with respect to facts and circumstances occurring prior to the effective date of such assignment; *provided* that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this **Section 11.06(b)** shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with **Section 11.06(d)**.

(c) **Register**. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "***Register***"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection (in person or in electronic format) by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) **Participations**. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "***Participant***") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under **Section 11.04(c)** without regard to the existence of any participation.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in **Section 11.01(a)** that affects such Participant. Subject to **Section 11.06(e)**, the Borrower agrees that each Participant shall be entitled to the benefits of **Sections 3.01**, **3.04** and **3.05** to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to **Section 11.06(b)** (it being understood that the documentation required under **Section 3.01(e)** shall be delivered to the Lender who sells the participation) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to **Section 11.06(b)**; *provided* that such Participant (A) agrees to be subject to the provisions of **Sections 3.06** and **11.13** as if it were an assignee under **Section 11.06(b)** and (B) shall not be entitled to receive any greater payment under **Section 3.01** or **3.04**, with respect to any participation, than the Lender from whom it acquired the applicable participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of **Section 3.06** with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of **Section 11.08** as though it were a Lender, provided such Participant agrees to be subject to **Section 2.13** as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "***Participant Register***"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) **Limitations upon Participant Rights**. A Participant shall not be entitled to receive any greater payment under **Section 3.01** or **3.04** than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of **Section 3.01** unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with **Section 3.01(e)** as though it were a Lender.

(f) **Certain Pledges**. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, the European Central Bank or any other Governmental Authority; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, and the Lenders agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and agree to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this **Section 11.07**, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to **Section 11.01** or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this **Section 11.07** or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. For purposes of this **Section 11.07**, "***Information***" means all information received from any Loan Party or any Subsidiary relating to any Loan Party or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender on a nonconfidential basis prior to disclosure by any Loan Party or any Subsidiary, provided that, in the case of information received from the Borrower or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this **Section 11.07** shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of **Section 2.13** and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and their respective Affiliates under this **Section 11.08** are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "***Maximum Rate***"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and

understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the parties listed in the caption hereto and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Borrowing, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 11.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

11.13 Replacement of Lenders. If the Borrower is entitled to replace a Lender pursuant to the provisions of **Section 3.06**, or if any Lender is a Defaulting Lender or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, **Section 11.06**), all of its interests, rights (other than its existing rights to payments pursuant to **Sections 3.01** and **3.04**) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in **Section 11.06(b)(iv)**;

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it

hereunder and under the other Loan Documents (including any amounts under **Section 3.05**) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under **Section 3.04** or payments required to be made pursuant to **Section 3.04**, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) **GOVERNING LAW**. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) **SUBMISSION TO JURISDICTION**. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING

RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) **WAIVER OF VENUE**. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN **SECTION 11.14(b)**. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) **SERVICE OF PROCESS**. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 11.02**. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS **SECTION 11.15**.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrower and the Guarantor acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Arranger are arm's-length commercial transactions between the Borrower, the Guarantor and their respective Affiliates, on the one hand, and the Administrative Agent and the Arranger, on the other hand, (B) each of the Borrower and the Guarantor has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each of the Borrower and the Guarantor is capable of evaluating, and understands and accepts, the terms,

risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent and the Arranger is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, the Guarantor or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent nor the Arranger has any obligation to the Borrower, the Guarantor or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the Arranger and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, the Guarantor and their respective Affiliates, and neither the Administrative Agent nor the Arranger has any obligation to disclose any of such interests to the Borrower, the Guarantor or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and the Guarantor hereby waives and releases any claims that it may have against the Administrative Agent and the Arranger with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 Electronic Execution of Assignments. The words "execute," "execution," "signed," "signature," and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

11.18 USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT (the "***Act***"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" an anti-money laundering rules and regulations, including the Act.

11.19 Time of the Essence. Time is of the essence of the Loan Documents.

11.20 Judgment Currency. The parties hereto hereby agree that (i) specification and payment of Dollars is of the essence, (ii) Dollars shall be the currency of account in the case of all obligations under the Loan Documents unless otherwise expressly provided herein or therein,

(iii) the payment obligations of the parties under the Loan Documents shall not be discharged by an amount paid in a currency or in a place other than that specified with respect to such obligations, whether pursuant to a judgment or otherwise, except to the extent actually received by the Person entitled thereto and converted into Dollars by such Person (it being understood and agreed that, if any transaction party shall so receive an amount in a currency other than Dollars, it shall (A) if it is not the Person entitled to receive payment, promptly return the same (in the currency in which received) to the Person from whom it was received or (B) if it is the Person entitled to receive payment, either, in its sole discretion, (x) promptly return the same (in the currency in which received) to the Person from whom it was received or (y) subject to reasonable commercial practices, promptly cause the conversion of the same into Dollars), (iv) to the extent that the amount so paid on prompt conversion to Dollars under normal commercial practices does not yield the requisite amount of Dollars, the obligee of such payment shall have a separate cause of action against the party obligated to make the relevant payment for the additional amount necessary to yield the amount due and owing under the Loan Documents, (v) if, for the purpose of obtaining a judgment in any court with respect to any obligation under any of the Loan Documents, it shall be necessary to convert to any other currency any amount in Dollars due thereunder and a change shall occur between the rate of exchange applied in making such conversion and the rate of exchange prevailing on the date of payment of such judgment, the obligor in respect of such obligation will pay such additional amounts (if any) as may be necessary to insure that the amount paid on the date of payment is the amount in such other currency which, when converted into Dollars and transferred to New York City, New York, in accordance with normal banking procedures, will result in realization of the amount then due in Dollars and (vi) any amount due under this paragraph shall be due as a separate debt and shall not be affected by or merged into any judgment being obtained for any other sum due under or in respect of the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

TEXTAINER LIMITED

By /s/ Christopher Morris
Name:
Title:

TEXTAINER GROUP HOLDINGS LIMITED

By /s/ Christopher Morris
Name:
Title:

ABN AMRO CAPITAL USA LLC,
as Administrative Agent

By /s/ Ross Briggs
Name:
Title:

By /s/ Uravshi Zutshi
Name:
Title:

ABN AMRO CAPITAL USA LLC, as a Lender

By /s/ Ross Briggs
Name:
Title:

By /s/ Urvashi Zutshi
Name:
Title:

CITIBANK N.A., as a Lender

By /s/ Nancy Dias
Name:
Title:

ING BELGIUM SA/NV, as a Lender

By /s/ Isabel Frits & Luc Missoorten
Name:
Title:

CRÉDIT INDUSTRIEL ET COMMERCIAL,
NEW YORK BRANCH, as a Lender

By /s/ Adrienne Molloy & Andrew Mkuin
Name:
Title:

SCHEDULE 2.01
TO REVOLVING CREDIT AGREEMENT

COMMITMENTS AND APPLICABLE PERCENTAGES

Lender	Commitment	Applicable Percentage
ABN AMRO Capital USA LLC	$ 70,000,000	36.84210527%
Citibank N.A.	$ 50,000,000	26.31578947%
ING Belgium SA/NV	$ 50,000,000	26.31578947%
Crédit Industriel et Commercial, New York Branch	$ 20,000,000	10.52631579%
TOTAL	**$190,000,000**	**100.000000000%**

Exhibit 8.1

LIST OF SUBSIDIARIES

Name of Subsidiary	Jurisdiction of Organization	Name under which Subsidiary does Business
Textainer Limited	Bermuda	Textainer Limited
Textainer Equipment Management Limited	Bermuda	Textainer Equipment Management Limited
Textainer Equipment Management (S) Pte Ltd.	Singapore	Textainer Equipment Management (S) Pte Ltd
Textainer Equipment Management (U.S.) Limited	Deleware	Textainer Equipment Management (U.S.) Limited
Textainer Equipment Management (U.K.) Limited	United Kingdom	Textainer Equipment Management (U.K.) Limited
Textainer Equipment Management (U.S.) II LLC	Deleware	Textainer Equipment Management (U.S.) II LLC
Textainer Marine Containers Limited	Bermuda	Textainer Marine Containers Limited
Textainer Marine Containers II Limited	Bermuda	Textainer Marine Containers II Limited
Textainer Marine Containers III Limited	Bermuda	Textainer Marine Containers III Limited
Textainer Marine Containers IV Limited	Bermuda	Textainer Marine Containers IV Limited
TAP Funding Ltd.	Bermuda	TAP Funding Ltd.
TW Container Leasing, Ltd.	Bermuda	TW Container Leasing, Ltd.

Exhibit 12.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
REQUIRED BY RULE 13A-14(A) OR RULE 15D-14(A)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Philip K. Brewer, certify that:

1. I have reviewed this annual report on Form 20-F of Textainer Group Holdings Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 11, 2016

/s/ PHILIP K. BREWER
Philip K. Brewer
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 12.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
REQUIRED BY RULE 13A-14(A) OR RULE 15D-14(A)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Hilliard C. Terry, III, certify that:

1. I have reviewed this annual report on Form 20-F of Textainer Group Holdings Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 11, 2016

/s/ HILLIARD C. TERRY, III
Hilliard C. Terry, III
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 13.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
REQUIRED BY RULE 13A-14(B) AND SECTION 1350
OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350 of Chapter 63 of Title 18 of the United States Code), the undersigned officer of Textainer Group Holdings Limited (the "**Company**"), hereby certifies, to such officer's knowledge, that:

1. The Annual Report on Form 20-F for the year ended December 31, 2015 (the "**Report**") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 11, 2016

/s/ PHILIP K. BREWER
Philip K. Brewer
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 13.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
REQUIRED BY RULE 13A-14(B) AND SECTION 1350
OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350 of Chapter 63 of Title 18 of the United States Code), the undersigned officer of Textainer Group Holdings Limited (the "**Company**"), hereby certifies, to such officer's knowledge, that:

1. The Annual Report on Form 20-F for the year ended December 31, 2015 (the "**Report**") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 11, 2016

/s/ HILLIARD C. TERRY, III
Hilliard C. Terry, III
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Textainer Group Holdings Limited:

We consent to the incorporation by reference in the registration statement (No. 333-146304) on Form F-1, registration statements (Nos. 333- 147961 and 333-171409) on Form S-8, and registration statement (No. 333-171410) on Form F-3 of Textainer Group Holdings Limited and subsidiaries of our reports dated March 11, 2016, with respect to the consolidated balance sheets of Textainer Group Holdings Limited and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, and the related financial statement schedules, and the effectiveness of internal control over financial reporting as of December 31, 2015, which reports appear in the December 31, 2015 annual report on Form 20-F of Textainer Group Holdings Limited and subsidiaries.

/s/ KPMG LLP
San Francisco, California
March 11, 2016