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

FORM 10-Q

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

For the quarterly period ended June 30, 2023

OR

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

For the transition period from ________ to ________

Commission File Number: 001-37552

WILLSCOT MOBILE MINI HOLDINGS CORP.

(Exact name of registrant as specified in its charter)

Delaware	**82-3430194**
(State or other jurisdiction of incorporation)	(I.R.S. Employer Identification No.)

4646 E Van Buren St., Suite 400
Phoenix, Arizona 85008
(Address, including zip code, of principal executive offices)

(480) 894-6311
(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	WSC	The Nasdaq Capital Market

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 every Interactive Data File required to be submitted pursuant to Rule 405 of Regulations S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

Shares of Common Stock, par value $0.0001 per share, outstanding: 197,304,704 shares at July 28, 2023.

WILLSCOT MOBILE MINI HOLDINGS CORP.
Quarterly Report on Form 10-Q

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ITEM 1. Financial Statements

WillScot Mobile Mini Holdings Corp.
Condensed Consolidated Balance Sheets

(in thousands, except share data)	June 30, 2023 (unaudited)	December 31, 2022
Assets		
Cash and cash equivalents	$ 7,660	$ 7,390
Trade receivables, net of allowances for credit losses at June 30, 2023 and December 31, 2022 of $68,096 and $57,048, respectively	441,643	409,766
Inventories	44,360	41,030
Prepaid expenses and other current assets	42,868	31,635
Assets held for sale - current	8,924	31,220
Total current assets	545,455	521,041
Rental equipment, net	3,196,518	3,077,287
Property, plant and equipment, net	315,444	304,659
Operating lease assets	234,468	219,405
Goodwill	1,012,135	1,011,429
Intangible assets, net	407,250	419,125
Other non-current assets	7,230	6,683
Assets held for sale - non-current	—	268,022
Total long-term assets	5,173,045	5,306,610
Total assets	$ 5,718,500	$ 5,827,651
Liabilities and equity		
Accounts payable	$ 91,783	$ 109,349
Accrued expenses	120,301	109,542
Accrued employee benefits	43,647	56,340
Deferred revenue and customer deposits	209,726	203,793
Operating lease liabilities - current	54,110	50,499
Current portion of long-term debt	13,952	13,324
Liabilities held for sale - current	—	19,095
Total current liabilities	533,519	561,942
Long-term debt	3,035,521	3,063,042
Deferred tax liabilities	506,425	401,453
Operating lease liabilities - non-current	181,319	169,618
Other non-current liabilities	23,171	18,537
Liabilities held for sale - non-current	—	47,759
Long-term liabilities	3,746,436	3,700,409
Total liabilities	4,279,955	4,262,351
Preferred Stock: $0.0001 par, 1,000,000 shares authorized and zero shares issued and outstanding at June 30, 2023 and December 31, 2022	—	—
Common Stock: $0.0001 par, 500,000,000 shares authorized and 198,375,893 and 207,951,682 shares issued and outstanding at June 30, 2023 and December 31, 2022, respectively	20	21
Additional paid-in-capital	2,435,571	2,886,951
Accumulated other comprehensive loss	(44,109)	(70,122)
Accumulated deficit	(952,937)	(1,251,550)
Total shareholders' equity	1,438,545	1,565,300
Total liabilities and shareholders' equity	$ 5,718,500	$ 5,827,651

See the accompanying notes which are an integral part of these condensed consolidated financial statements.

WillScot Mobile Mini Holdings Corp.
Condensed Consolidated Statements of Operations
(Unaudited)

(in thousands, except share and per share data)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Revenues:				
Leasing and services revenue:				
Leasing	$ 449,320	$ 386,386	$ 889,271	$ 737,945
Delivery and installation	112,754	110,841	219,384	196,380
Sales revenue:				
New units	9,004	9,927	19,661	15,714
Rental units	11,011	15,736	19,241	24,022
Total revenues	582,089	522,890	1,147,557	974,061
Costs:				
Costs of leasing and services:				
Leasing	98,556	88,111	196,071	168,445
Delivery and installation	81,349	82,537	156,356	153,117
Costs of sales:				
New units	4,795	5,321	11,003	9,077
Rental units	5,067	8,478	9,521	13,370
Depreciation of rental equipment	64,450	63,230	123,606	120,778
Gross profit	327,872	275,213	651,000	509,274
Expenses:				
Selling, general and administrative	146,810	150,129	297,702	288,273
Other depreciation and amortization	17,346	14,951	34,519	30,313
Currency losses (gains), net	14	(173)	6,789	(36)
Other income, net	(2,838)	(3,794)	(6,197)	(5,077)
Operating income	166,540	114,100	318,187	195,801
Interest expense	47,246	33,153	92,112	63,723
Income from continuing operations before income tax	119,294	80,947	226,075	132,078
Income tax expense from continuing operations	31,565	20,848	62,075	32,931
Income from continuing operations	87,729	60,099	164,000	99,147
Discontinued operations:				
Income from discontinued operations before income tax	—	17,140	4,003	32,927
Gain on sale of discontinued operations	—	—	176,078	—
Income tax expense from discontinued operations	—	3,863	45,468	7,527
Income from discontinued operations	—	13,277	134,613	25,400
Net income	$ 87,729	$ 73,376	$ 298,613	$ 124,547
Earnings per share from continuing operations attributable to WillScot Mobile Mini common shareholders:				
Basic	$ 0.44	$ 0.27	$ 0.80	$ 0.45
Diluted	$ 0.43	$ 0.26	$ 0.78	$ 0.44
Earnings per share from discontinued operations attributable to WillScot Mobile Mini common shareholders:				
Basic	$ —	$ 0.06	$ 0.66	$ 0.11
Diluted	$ —	$ 0.06	$ 0.65	$ 0.11
Earnings per share attributable to WillScot Mobile Mini common shareholders:				
Basic	$ 0.44	$ 0.33	$ 1.46	$ 0.56
Diluted	$ 0.43	$ 0.32	$ 1.43	$ 0.55
Weighted average shares:				
Basic	200,946,619	223,376,276	204,635,764	222,196,986
Diluted	204,326,162	227,484,012	208,233,141	226,983,150

See the accompanying notes which are an integral part of these condensed consolidated financial statements.

WillScot Mobile Mini Holdings Corp.
Condensed Consolidated Statements of Comprehensive Income
(Unaudited)

(in thousands)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Net income	$ 87,729	$ 73,376	$ 298,613	$ 124,547
Other comprehensive income (loss):				
Foreign currency translation adjustment, net of income tax expense of $0 for both the three and six months ended June 30, 2023 and 2022	5,915	(25,628)	13,849	(29,702)
Net gain on derivatives, net of income tax expense of $4,268 and $394 for the three months ended June 30, 2023 and 2022, respectively, and $4,046 and $1,171 for the six months ended June 30, 2023 and 2022, respectively.	12,831	1,176	12,164	3,497
Total other comprehensive income (loss)	18,746	(24,452)	26,013	(26,205)
Total comprehensive income	$ 106,475	$ 48,924	$ 324,626	$ 98,342

See the accompanying notes which are an integral part of these condensed consolidated financial statements.

WillScot Mobile Mini Holdings Corp.
Condensed Consolidated Statements of Changes in Equity
(Unaudited)

	Six Months Ended June 30, 2023					
	Common Stock			Accumulated Other		Total
(in thousands)	Shares	Amount	Additional Paid-in-Capital	Comprehensive Loss	Accumulated Deficit	Shareholders' Equity
Balance at December 31, 2022	207,952	$ 21	$ 2,886,951	$ (70,122)	$ (1,251,550)	$ 1,565,300
Net income	—	—	—	—	210,884	210,884
Other comprehensive income	—	—	—	7,267	—	7,267
Withholding taxes on net share settlement of stock-based compensation	—	—	(10,058)	—	—	(10,058)
Stock-based compensation and issuance of Common Stock from vesting	355	—	8,150	—	—	8,150
Repurchase and cancellation of Common Stock	(4,589)	—	(217,687)	—	—	(217,687)
Issuance of Common Stock from the exercise of options	6	—	68	—	—	68
Balance at March 31, 2023	203,723	21	2,667,424	(62,855)	(1,040,666)	1,563,924
Net income	—	—	—	—	87,729	87,729
Other comprehensive income	—	—	—	18,746	—	18,746
Stock-based compensation and issuance of Common Stock from vesting	35	—	9,348	—	—	9,348
Repurchase and cancellation of Common Stock	(5,406)	(1)	(241,545)	—	—	(241,546)
Issuance of Common Stock from the exercise of options	24	—	344	—	—	344
Balance at June 30, 2023	198,376	$ 20	$ 2,435,571	$ (44,109)	$ (952,937)	$ 1,438,545

Six Months Ended June 30, 2022						
	Common Stock					
(in thousands)	Shares	Amount	Additional Paid-in-Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Shareholders' Equity
Balance at December 31, 2021	223,940	$ 22	$ 3,616,902	$ (29,071)	$ (1,591,090)	$ 1,996,763
Net income	—	—	—	—	51,171	51,171
Other comprehensive loss	—	—	—	(1,753)	—	(1,753)
Withholding taxes on net share settlement of stock-based compensation	—	—	(12,295)	—	—	(12,295)
Stock-based compensation and issuance of Common Stock from vesting	498	—	6,395	—	—	6,395
Repurchase and cancellation of Common Stock and warrants	(2,064)	—	(77,409)	—	—	(77,409)
Issuance of Common Stock from the exercise of options and warrants	800	—	3,313	—	—	3,313
Balance at March 31, 2022	223,174	22	3,536,906	(30,824)	(1,539,919)	1,966,185
Net income	—	—	—	—	73,376	73,376
Other comprehensive loss	—	—	—	(24,452)	—	(24,452)
Withholding taxes on net share settlement of stock-based compensation	—	—	(1,075)	—	—	(1,075)
Stock-based compensation and issuance of Common Stock from vesting	70	—	9,292	—	—	9,292
Repurchase and cancellation of Common Stock and warrants	(7,222)	—	(249,515)	—	—	(249,515)
Issuance of Common Stock from the exercise of options and warrants	69	—	139	—	—	139
Balance at June 30, 2022	216,091	$ 22	$ 3,295,747	$ (55,276)	$ (1,466,543)	$ 1,773,950

See the accompanying notes which are an integral part of these condensed consolidated financial statements.

WillScot Mobile Mini Holdings Corp.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

(in thousands)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Operating activities:		
Net income	$ 298,613	$ 124,547
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	158,125	168,050
Provision for credit losses	22,193	18,865
Gain on sale of discontinued operations	(176,078)	—
Gain on sale of rental equipment and other property, plant and equipment	(11,691)	(14,195)
Amortization of debt discounts and debt issuance costs	5,501	6,975
Stock-based compensation expense	17,498	15,687
Deferred income tax expense	90,675	31,072
Loss on foreign currency forward contract	7,715	—
Unrealized currency losses, net	(1,030)	(71)
Other	2,176	1,916
Changes in operating assets and liabilities:		
Trade receivables	(48,641)	(60,737)
Inventories	(2,273)	(9,293)
Prepaid expenses and other assets	(2,211)	(13,907)
Operating lease assets and liabilities	37	936
Accounts payable and other accrued expenses	(19,705)	34,756
Deferred revenue and customer deposits	10,016	29,252
Net cash provided by operating activities	350,920	333,853
Investing activities:		
Proceeds from sale of discontinued operations	403,992	—
Acquisitions, net of cash acquired	(149,421)	(103,927)
Proceeds from sale of rental equipment	25,254	35,080
Purchase of rental equipment and refurbishments	(102,709)	(225,389)
Payment for settlement of foreign currency forward contract	(7,715)	—
Proceeds from the sale of property, plant and equipment	265	751
Purchase of property, plant and equipment	(11,189)	(20,253)
Net cash provided by (used in) investing activities	158,477	(313,738)
Financing activities:		
Receipts from issuance of Common Stock from the exercise of options	412	3,452
Repurchase and cancellation of Common Stock and warrants	(456,297)	(319,225)
Receipts from borrowings	628,538	454,322
Payment of financing costs	—	(8,021)
Repayment of borrowings	(674,719)	(127,607)
Principal payments on finance lease obligations	(8,133)	(10,353)
Taxes paid on employee stock awards	(10,058)	(13,370)
Net cash used in financing activities	(520,257)	(20,802)
Effect of exchange rate changes on cash and cash equivalents	746	(306)
Net change in cash and cash equivalents	(10,114)	(993)
Cash and cash equivalents at the beginning of the period	17,774	12,699
Cash and cash equivalents at the end of the period	$ 7,660	$ 11,706
Supplemental cash flow information:		
Interest paid, net	$ 86,123	$ 59,980
Income taxes paid, net	$ 15,055	$ 10,608
Assets acquired under capital leases	$ 24,379	$ 17,065
Capital expenditures accrued or payable	$ 18,740	$ 39,949

See the accompanying notes which are an integral part of these condensed consolidated financial statements.

NOTE 1 - Summary of Significant Accounting Policies

Organization and Nature of Operations

WillScot Mobile Mini Holdings Corp. (“WillScot Mobile Mini” and, together with its subsidiaries, the “Company”) is a leading business services provider specializing in innovative flexible work space and portable storage solutions in the United States (“US”), Canada, and Mexico. The Company leases, sells, delivers and installs modular space solutions and portable storage products through an integrated network of branch locations that spans North America.

Basis of Presentation and Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q and do not include all the information and notes required by US Generally Accepted Accounting Principles ("GAAP") for complete financial statements. The accompanying unaudited condensed consolidated financial statements comprise the financial statements of WillScot Mobile Mini and its subsidiaries that it controls due to ownership of a majority voting interest and contain all adjustments, which are of a normal and recurring nature, considered necessary by management to present fairly the financial position, results of operations and cash flows for the interim periods presented.

Subsidiaries are fully consolidated from the date of acquisition, being the date on which the Company obtains control, and continue to be consolidated until the date when such control ceases. The financial statements of the subsidiaries are prepared for the same reporting period as the Company. All intercompany balances and transactions are eliminated.

The results of operations for the three and six months ended June 30, 2023 are not necessarily indicative of the results to be expected for the full year. For further information, refer to the consolidated financial statements and notes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022.

Reclassifications

Certain reclassifications have been made to prior year financial statements to conform to the current year presentation.

Recently Issued and Adopted Accounting Standards

In October 2021, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers* ("ASU 2021-08"). ASU 2021-08 requires that an acquirer recognize and measure contract assets and liabilities acquired in a business combination in accordance with FASB Accounting Standards Codification 606, *Revenue from Contracts with Customers* ("ASC 606"). The Company adopted ASU 2021-08 on January 1, 2023 on a prospective basis. The adoption of this ASU did not have a material impact on the Company's financial statements or related disclosures.

NOTE 2 - Acquisitions

WillScot Mobile Mini is the holding company for the Williams Scotsman and Mobile Mini family of companies, which resulted from the combination of WillScot Corporation (“WillScot”) and Mobile Mini, Inc. (“Mobile Mini”) through a merger that occurred on July 1, 2020 (the "Merger").

Asset Acquisitions

During the six months ended June 30, 2023, the Company acquired certain assets and liabilities of five regional and local storage and modular companies, which consisted primarily of approximately 1,800 storage units and 700 modular units, for $149.4 million in cash, net of cash acquired. The accompanying consolidated financial statements include $147.9 million of rental equipment and $4.5 million of land held for sale as of June 30, 2023 as a result of these acquisitions. A sale of the acquired land is expected to close before the end of the year.

Integration Costs

The Company recorded $2.2 million and $5.2 million in integration costs related to asset acquisitions and the Merger within selling, general and administrative expense ("SG&A") during the three months ended June 30, 2023 and 2022, respectively, and $6.1 million and $9.3 million in integration costs related to acquisitions and the Merger during the six months ended June 30, 2023 and 2022, respectively.

NOTE 3 - Discontinued Operations

Tank and Pump Divestiture

On September 30, 2022, the Company sold its former Tank and Pump segment for $321.9 million. Exiting the former Tank and Pump segment represented the Company’s strategic shift to concentrate its operations on its core modular and storage businesses. The criteria for discontinued operations presentation were met during the third quarter of 2022 and results for the former Tank and Pump segment are reported in income from discontinued operations within the consolidated statements of operations for periods presented prior to September 30, 2022.

UK Storage Solutions Divestiture

On December 12, 2022, the Company entered into a stock purchase agreement to sell its former UK Storage Solutions segment. The sale transaction was completed on January 31, 2023. Total cash consideration for the transaction was $418.1 million. Exiting the former UK Storage Solutions segment represented the Company’s strategic shift to concentrate its operations on its core modular and storage businesses in North America. The criteria for discontinued operations presentation were met during the fourth quarter of 2022 and results for the former UK Storage Solutions segment are reported in income from discontinued operations within the consolidated statements of operations for all periods presented. The carrying value of the former UK Storage Solutions segment's assets and liabilities are presented within assets and liabilities held for sale on the consolidated balance sheet as of December 31, 2022.

The following tables present the results of the former Tank and Pump segment and the former UK Storage Solutions segment as reported in income from discontinued operations within the consolidated statements of operations, and the carrying value of the former UK Storage Solutions segment's assets and liabilities as presented within assets and liabilities held for sale on the consolidated balance sheet.

(in thousands)		Six Months Ended June 30, 2023 UK Storage Solutions
Revenues:		
Leasing and services revenue:		
Leasing	$	6,389
Delivery and installation		1,802
Sales revenue:		
New units		54
Rental units		449
Total revenues		8,694
Costs:		
Costs of leasing and services:		
Leasing		1,407
Delivery and installation		1,213
Costs of sales:		
New units		38
Rental units		492
Gross profit		5,544
Expenses:		
Selling, general and administrative		1,486
Other income, net		(1)
Operating income		4,059
Interest expense		56
Income from discontinued operations before income tax		4,003
Gain on sale of discontinued operations		175,708
Income tax expense from discontinued operations		45,468
Income from discontinued operations	$	134,243
Other selected data:		
Adjusted EBITDA from discontinued operations	$	4,124

In January 2023, a $0.4 million adjustment was made to the gain on sale of the former Tank and Pump segment due to the final contractual working capital adjustment. Including this adjustment, the total gain on sale of discontinued operations was $176.1 million for the six months ended June 30, 2023.

(in thousands)	Three Months Ended June 30, 2022 Tank and Pump	UK Storage Solutions	Total
Revenues:			
Leasing and services revenue:			
Leasing	$ 22,078	$ 20,156	$ 42,234
Delivery and installation	9,219	5,342	14,561
Sales revenue:			
New units	678	489	1,167
Rental units	110	679	789
Total revenues	32,085	26,666	58,751
Costs:			
Costs of leasing and services:			
Leasing	4,608	4,193	8,801
Delivery and installation	7,640	3,410	11,050
Costs of sales:			
New units	496	322	818
Rental units	(23)	500	477
Depreciation of rental equipment	2,793	1,154	3,947
Gross profit	16,571	17,087	33,658
Expenses:			
Selling, general and administrative	6,289	5,652	11,941
Other depreciation and amortization	2,413	1,690	4,103
Currency losses, net	—	46	46
Other expense, net	1	5	6
Operating income	7,868	9,694	17,562
Interest expense	190	232	422
Income from discontinued operations before income tax	7,678	9,462	17,140
Income tax expense from discontinued operations	1,997	1,866	3,863
Income from discontinued operations	$ 5,681	$ 7,596	$ 13,277
Other selected data:			
Adjusted EBITDA from discontinued operations	$ 12,462	$ 12,230	$ 24,692

(in thousands)	Six Months Ended June 30, 2022		
	Tank and Pump	UK Storage Solutions	Total
Revenues:			
Leasing and services revenue:			
Leasing	$ 43,140	$ 40,727	$ 83,867
Delivery and installation	17,544	11,809	29,353
Sales revenue:			—
New units	1,360	617	1,977
Rental units	324	953	1,277
Total revenues	62,368	54,106	116,474
Costs:			
Costs of leasing and services:			
Leasing	8,915	8,430	17,345
Delivery and installation	14,651	7,334	21,985
Costs of sales:			
New units	1,003	385	1,388
Rental units	72	657	729
Depreciation of rental equipment	6,323	2,292	8,615
Gross profit	31,404	35,008	66,412
Expenses:			
Selling, general and administrative	12,501	11,769	24,270
Other depreciation and amortization	4,829	3,515	8,344
Currency losses, net	—	47	47
Other expense (income), net	20	(40)	(20)
Operating income	14,054	19,717	33,771
Interest expense	368	476	844
Income from discontinued operations before income tax	13,686	19,241	32,927
Income tax expense from discontinued operations	3,510	4,017	7,527
Income from discontinued operations	$ 10,176	$ 15,224	$ 25,400
Other selected data:			
Adjusted EBITDA from discontinued operations	$ 23,968	$ 24,774	$ 48,742

(in thousands)		December 31, 2022 UK Storage Solutions
Assets		
Cash and cash equivalents	$	10,384
Trade receivables, net of allowances for doubtful accounts of $300		15,991
Inventories		3,058
Prepaid expenses and other current assets		1,787
Rental equipment, net		165,853
Property, plant and equipment, net		20,645
Operating lease assets		15,134
Goodwill		58,144
Intangible assets, net		6,414
Other non-current assets		1,832
Total assets held for sale	$	299,242
Liabilities		
Accounts payable	$	4,515
Accrued expenses		3,273
Accrued employee benefits		1,009
Deferred revenue and customer deposits		6,850
Deferred tax liabilities		29,737
Operating lease liabilities		15,192
Other non-current liabilities		6,278
Total liabilities held for sale	$	66,854

For the six months ended June 30, 2022, significant operating and investing items related to the former Tank and Pump segment were as follows:

(in thousands)		Six Months Ended June 30, 2022
Operating activities of discontinued operations:		
Depreciation and amortization	$	11,152
Investing activities of discontinued operations:		
Proceeds from sale of rental equipment	$	325
Purchases of rental equipment and refurbishments	$	(13,658)
Purchases of property, plant and equipment	$	(170)

The following table presents a reconciliation of Income from discontinued operations before income tax to Adjusted EBITDA from discontinued operations for the former Tank and Pump segment for the three and six months ended June 30, 2022. See Note 16 for further information regarding Adjusted EBITDA.

(in thousands)		Three Months Ended June 30, 2022		Six Months Ended June 30, 2022
Income from discontinued operations	$	5,681	$	10,176
Income tax expense from discontinued operations		1,997		3,510
Income from discontinued operations before income tax		7,678		13,686
Interest expense		190		368
Depreciation and amortization		5,206		11,152
Stock compensation expense		135		239
Other		(747)		(1,477)
Adjusted EBITDA from discontinued operations	$	12,462	$	23,968

For the six months ended June 30, 2023 and 2022, significant operating and investing items related to the former UK Storage Solutions segment were as follows:

(in thousands)	Six Months Ended June 30,	
	2023	2022
Operating activities of discontinued operations:		
Depreciation and amortization	$ —	$ 5,807
Investing activities of discontinued operations:		
Proceeds from sale of rental equipment	$ 514	$ 953
Purchases of rental equipment and refurbishments	$ (371)	$ (17,219)
Proceeds from sale of property, plant and equipment	$ 8	$ 502
Purchases of property, plant and equipment	$ (64)	$ (3,188)

The following table presents reconciliations of Income from discontinued operations before income tax to Adjusted EBITDA from discontinued operations for the former UK Storage Solutions segment for the three and six months ended June 30, 2023 and 2022, respectively. See Note 16 for further information regarding Adjusted EBITDA.

(in thousands)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Income from discontinued operations	$ —	$ 7,596	$ 134,243	$ 15,224
Gain on sale of discontinued operations	—	—	175,708	—
Income tax expense from discontinued operations	—	1,866	45,468	4,017
Income from discontinued operations before income tax and gain on sale	—	9,462	4,003	19,241
Interest expense	—	232	56	476
Depreciation and amortization	—	2,844	—	5,807
Currency losses, net	—	46	—	47
Stock compensation expense		29	(196)	47
Other		(383)	261	(844)
Adjusted EBITDA from discontinued operations	$ —	$ 12,230	$ 4,124	$ 24,774

NOTE 4 - Revenue

Revenue Disaggregation

Geographic Areas

The Company had total revenue in the following geographic areas for the three and six months ended June 30, 2023 and 2022 as follows:

(in thousands)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
US	$ 545,333	$ 485,286	$ 1,078,507	$ 906,970
Canada	30,839	32,901	57,780	58,174
Mexico	5,917	4,703	11,270	8,917
Total revenues	$ 582,089	$ 522,890	$ 1,147,557	$ 974,061

Major Product and Service Lines

Equipment leasing is the Company's core business and the primary driver of the Company's revenue and cash flows. This includes modular space and portable storage units along with value-added products and services ("VAPS"), which include furniture, steps, ramps, basic appliances, internet connectivity devices, integral tool racking, heavy duty capacity shelving, workstations, electrical and lighting products and other items used by customers in connection with the Company's products. The Company also offers its lease customers a damage waiver program that protects them in case the leased unit is damaged. Leasing is complemented by new unit sales and sales of rental units. In connection with its leasing and sales activities, the Company provides services including delivery and installation, maintenance and ad hoc services and removal services at the end of lease transactions.

The Company's revenue by major product and service line for the three and six months ended June 30, 2023 and 2022 was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2023	2022	2023	2022
Modular space leasing revenue	$ 236,625	$ 204,667	$ 461,095	$ 395,056
Portable storage leasing revenue	93,462	81,186	190,777	151,890
VAPS and third party leasing revenues[(a)]	97,698	81,855	191,825	157,160
Other leasing-related revenue[(b)]	21,535	18,678	45,574	33,839
Leasing revenue	449,320	386,386	889,271	737,945
Delivery and installation revenue	112,754	110,841	219,384	196,380
Total leasing and services revenue	562,074	497,227	1,108,655	934,325
New unit sales revenue	9,004	9,927	19,661	15,714
Rental unit sales revenue	11,011	15,736	19,241	24,022
Total revenues	$ 582,089	$ 522,890	$ 1,147,557	$ 974,061

(a) Includes $6.1 million and $5.6 million of service revenue for the three months ended June 30, 2023 and 2022, respectively, and $11.7 million and $11.5 million of service revenue for the six months ended June 30, 2023 and 2022, respectively.

(b) Includes primarily damage billings, delinquent payment charges, and other processing fees.

Leasing and Services Revenue

The majority of revenue (76% for both the three and six months ended June 30, 2023, and 73% and 75% for the three and six months ended June 30, 2022, respectively) was generated by rental income subject to the guidance of ASU 2018-11, Leases (Topic 842*)* ("ASC 842"). The remaining revenue was generated by performance obligations in contracts with customers for services or sale of units subject to the guidance in ASC 606.

Receivables and Credit Losses

The Company is exposed to credit losses from trade receivables and manages credit risk at the customer level. Because the same customers generate the revenues that are accounted for under both ASC 606 and ASC 842, the discussions below on credit risk and the Company's allowance for credit losses address the Company's total revenues. Concentration of credit risk with respect to the Company's receivables is limited because of a large number of geographically diverse customers who operate in a variety of end user markets.

The Company assesses each customer's ability to pay for the products it leases or sells by conducting a credit review that considers expected billing exposure, timing for payment and the customer's established credit rating. The Company performs its credit review of new customers at inception of the customer relationship and for existing customers when the customer transacts after a defined period of dormancy. The Company also considers contract terms and conditions, country risk and business strategy in the evaluation.

The Company monitors ongoing credit exposure through an active review of customer balances against contract terms and due dates and may employ collection agencies and legal counsel to pursue recovery of defaulted receivables. The allowance for credit losses reflects the estimate of the amount of receivables that the Company will be unable to collect based on historical collection experience and, as applicable, current conditions and reasonable and supportable forecasts that affect collectability. The Company's estimate reflects changing circumstances, including changes in the economy or in the particular circumstances of individual customers. Accordingly, the Company may be required to increase or decrease its allowance.

Activity in the allowance for credit losses was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2023	2022	2023	2022
Balance at beginning of period	$ 61,402	$ 47,124	$ 57,048	$ 45,773
Provision for credit losses, net of recoveries	13,390	9,593	22,193	17,904
Write-offs	(6,969)	(5,385)	(11,506)	(12,395)
Foreign currency translation and other	273	(48)	361	2
Balance at end of period	$ 68,096	$ 51,284	$ 68,096	$ 51,284

Contract Assets and Liabilities

When customers are billed in advance for services, the Company defers recognition of revenue until the related services are performed, which generally occurs at the end of the contract. The balance sheet classification of deferred revenue is determined based on the contractual lease term. For contracts that continue beyond their initial contractual lease term, revenue continues to be deferred until the services are performed. During the three months ended June 30, 2023, deferred revenue relating to services billed in advance of $26.2 million was recognized as revenue. As of June 30, 2023 and December 31, 2022, the Company had approximately $104.8 million and $102.2 million, respectively, of deferred revenue related to these services.

The Company does not have material contract assets, and the Company's uncompleted contracts with customers have unsatisfied (or partially satisfied) performance obligations. For the future services revenues that are expected to be recognized within twelve months, the Company has elected to utilize the optional disclosure exemption made available regarding transaction price allocated to unsatisfied (or partially unsatisfied) performance obligations. The transaction price for performance obligations that will be completed in greater than twelve months is variable based on the market rate in place at the time those services are provided, and therefore, the Company is applying the optional expedient to omit disclosure of such amounts.

The primary costs to obtain contracts for new and rental unit sales with the Company's customers are commissions. The Company pays its sales force commissions on the sale of new and rental units. For new and rental unit sales, the period benefited by each commission is less than one year; therefore, the commissions are expensed as incurred.

NOTE 5 - Leases

As of June 30, 2023, the undiscounted future lease payments for operating and finance lease liabilities were as follows:

(in thousands)	Operating	Finance
2023 (remaining)	$ 33,230	$ 8,905
2024	60,869	17,994
2025	51,326	17,667
2026	39,676	17,351
2027	29,208	14,099
Thereafter	62,057	26,651
Total lease payments	276,366	102,667
Less: interest	(40,937)	(11,939)
Present value of lease liabilities	$ 235,429	$ 90,728

Finance lease liabilities are included within long-term debt and current portion of long-term debt on the condensed consolidated balance sheets.

The Company's lease activity during the six months ended June 30, 2023 and 2022 was as follows:

(in thousands) Financial Statement Line	Six Months Ended June 30, 2023	2022
Finance Lease Expense		
Amortization of finance lease assets	$ 7,580	$ 6,820
Interest on obligations under finance leases	1,566	839
Total finance lease expense	$ 9,146	$ 7,659
Operating Lease Expense		
Fixed lease expense		
Cost of leasing and services	$ 723	$ 1,574
Selling, general and administrative	32,006	29,709
Short-term lease expense		
Cost of leasing and services	12,404	16,739
Selling, general and administrative	905	986
Variable lease expense		
Cost of leasing and services	1,675	2,822
Selling, general and administrative	4,847	3,419
Total operating lease expense	$ 52,560	$ 55,249

Supplemental cash flow information related to leases for the six months ended June 30, 2023 and 2022 was as follows:

(in thousands) Supplemental Cash Flow Information	Six Months Ended June 30, 2023	2022
Cash paid for the amounts included in the measurement of lease liabilities:		
Operating cash outflows from operating leases	$ 33,501	$ 30,918
Operating cash outflows from finance leases	$ 1,515	$ 837
Financing cash outflows from finance leases	$ 8,087	$ 7,506
Right of use assets obtained in exchange for lease obligations	$ 36,604	$ 19,030
Assets obtained in exchange for finance leases	$ 24,382	$ 14,576

Weighted average remaining operating lease terms and the weighted average discount rates as of June 30, 2023 and December 31, 2022 were as follows:

Lease Terms and Discount Rates	June 30, 2023	December 31, 2022
Weighted average remaining lease term - operating leases	5.6 years	5.8 years
Weighted average discount rate - operating leases	5.6 %	5.0 %
Weighted average remaining lease term - finance leases	5.1 years	4.9 years
Weighted average discount rate - finance leases	4.1 %	3.1 %

The Company presents information related to leasing revenues in Note 4.

NOTE 6 - Inventories

Inventories at the respective balance sheet dates consisted of the following:

(in thousands)	June 30, 2023	December 31, 2022
Raw materials	$ 40,971	$ 38,611
Finished units	3,389	2,419
Inventories	$ 44,360	$ 41,030

NOTE 7 - Rental Equipment, net

Rental equipment, net at the respective balance sheet dates consisted of the following:

(in thousands)	June 30, 2023	December 31, 2022
Modular space units	$ 3,406,542	$ 3,197,779
Portable storage units	851,818	849,193
Value added products	204,665	203,444
Total rental equipment	4,463,025	4,250,416
Less: accumulated depreciation	(1,266,507)	(1,173,129)
Rental equipment, net	$ 3,196,518	$ 3,077,287

NOTE 8 - Goodwill and Intangibles

Goodwill

Changes in the carrying amount of goodwill were as follows:

(in thousands)	Modular	Storage	Total
Balance at December 31, 2021	$ 521,049	$ 492,552	$ 1,013,601
Effects of movements in foreign exchange rates	(2,172)	—	(2,172)
Balance at December 31, 2022	518,877	492,552	1,011,429
Effects of movements in foreign exchange rates	706	—	706
Balance at June 30, 2023	$ 519,583	$ 492,552	$ 1,012,135

The Company had no goodwill impairment during the six months ended June 30, 2023 or the year ended December 31, 2022.

Intangible Assets

Intangible assets other than goodwill at the respective balance sheet dates consisted of the following:

	June 30, 2023			
(in thousands)	Weighted average remaining life (in years)	Gross carrying amount	Accumulated amortization	Net book value
Intangible assets subject to amortization:				
Mobile Mini customer relationships	5.0	$ 188,000	$ (70,500)	$ 117,500
Technology	3.0	1,500	(750)	750
Indefinite-lived intangible assets:				
Trade name - Mobile Mini		164,000	—	164,000
Trade name - WillScot		125,000	—	125,000
Total intangible assets other than goodwill		$ 478,500	$ (71,250)	$ 407,250

(in thousands)	Weighted average remaining life (in years)	December 31, 2022		
		Gross carrying amount	Accumulated amortization	Net book value
Intangible assets subject to amortization:				
Mobile Mini customer relationships	5.5	$ 188,000	$ (58,750)	$ 129,250
Technology	3.5	1,500	(625)	875
Indefinite-lived intangible assets:				
Trade name - Mobile Mini		164,000	—	164,000
Trade name - WillScot		125,000	—	125,000
Total intangible assets other than goodwill		$ 478,500	$ (59,375)	$ 419,125

Amortization expense related to intangible assets was $6.0 million and $5.9 million for the three months ended June 30, 2023 and 2022, respectively, and $11.9 million and $11.8 million for the six months ended June 30, 2023 and 2022, respectively.

Based on the carrying value at June 30, 2023, future amortization of intangible assets is expected to be as follows for the years ended December 31:

(in thousands)	
2023 (remaining)	$ 11,875
2024	23,750
2025	23,750
2026	23,625
2027	23,500
Thereafter	11,750
Total	$ 118,250

NOTE 9 - Debt

The carrying value of debt outstanding at the respective balance sheet dates consisted of the following:

(in thousands, except rates)	Interest rate	Year of maturity	June 30, 2023	December 31, 2022
2025 Secured Notes	6.125%	2025	$ 521,523	$ 520,350
ABL Facility[(a)]	Varies	2027	1,943,243	1,988,176
2028 Secured Notes	4.625%	2028	493,979	493,470
Finance Leases	Varies	Varies	90,728	74,370
Total debt			3,049,473	3,076,366
Less: current portion of long-term debt			13,952	13,324
Total long-term debt			$ 3,035,521	$ 3,063,042

(a) As of June 30, 2023, the Company had $28.3 million of outstanding principal borrowings on the Multicurrency Facility and $2.3 million of related debt issuance costs recorded as a direct offset against the principal borrowings on the Multicurrency Facility. As of December 31, 2022, the Company had no outstanding principal borrowings on the Multicurrency Facility and $2.5 million of related debt issuance costs, which were recorded in other non-current assets on the condensed consolidated balance sheets.

Asset Backed Lending Facility

On July 1, 2020, certain subsidiaries of the Company entered into an asset-based credit agreement (the "ABL Facility") that initially provided for revolving credit facilities in the aggregate principal amount of up to $2.4 billion, consisting of: (i) a senior secured asset-based US dollar revolving credit facility in the aggregate principal amount of $2.0 billion and (ii) a $400.0 million senior secured asset-based multicurrency revolving credit facility available to be drawn in US Dollars, Canadian Dollars, British Pounds Sterling or Euros. The ABL Facility was initially scheduled to mature on July 1, 2025.

On June 30, 2022, certain subsidiaries of the Company entered into an amendment to the ABL Facility to, among other things, extend the expiration date until June 30, 2027 and increase the aggregate principal amount of the revolving credit facilities to $3.7 billion, consisting of: (i) a senior secured asset-based US dollar revolving credit facility in the aggregate principal amount of $3.3 billion (the “US Facility”) and (ii) a $400.0 million senior secured asset-based multicurrency revolving credit facility (the "Multicurrency Facility"), available to be drawn in US Dollars, Canadian Dollars, British Pounds Sterling or

Euros. The amendment also converted the interest rate for borrowings denominated in US Dollars from a LIBOR-based rate to a Term-SOFR-based rate with an interest period of one month and adjusted the applicable margins. The applicable margin for Canadian BA rate, Term SOFR, British Pounds Sterling and Euros loans is 1.50%. The facility includes a credit spread adjustment of 0.10% in addition to the applicable margin. The applicable margin for base rate and Canadian Prime Rate loans is 0.50%. The applicable margins are subject to one step down of 0.25% based on excess availability or one step up of 0.25% based on the Company's leverage ratio. The ABL Facility requires the payment of a commitment fee on the unused available borrowings of 0.20% annually. The weighted average interest rate on the balance outstanding as of June 30, 2023, as adjusted for the effects of the interest rate swap agreements, was 6.11%. Refer to Note 12 for a more detailed discussion on interest rate management.

Borrowing availability under the US Facility and the Multicurrency Facility is equal to the lesser of (i) the aggregate Revolver Commitments and (ii) the Borrowing Base ("Line Cap"). At June 30, 2023, the Line Cap was $3.0 billion and the Borrowers had $1.0 billion of available borrowing capacity under the ABL Facility, including $829.4 million under the US Facility and $209.6 million under the Multicurrency Facility. Borrowing capacity under the ABL Facility is made available for up to $220.0 million letters of credit and $220.0 million of swingline loans. At June 30, 2023, the available capacity was $205.6 million of letters of credit and $212.0 million of swingline loans. At June 30, 2023, letters of credit and bank guarantees carried fees of 1.625%. The Company had issued $14.4 million of standby letters of credit under the ABL Facility at June 30, 2023.

The Company had approximately $2.0 billion outstanding principal under the ABL Facility at June 30, 2023. Debt issuance costs of $30.6 million were included in the carrying value of the ABL Facility at June 30, 2023.

Finance Leases

The Company maintains finance leases primarily related to transportation equipment. At June 30, 2023 and December 31, 2022, obligations under finance leases for certain real property and transportation related equipment were $90.7 million and $74.4 million, respectively. Refer to Note 5 for further information.

The Company was in compliance with all debt covenants and restrictions associated with its debt instruments as of June 30, 2023.

NOTE 10 – Equity

Common Stock

In connection with the stock compensation vesting events and stock option exercises described in Note 14, the Company issued 419,530 shares of Common Stock during the six months ended June 30, 2023.

Stock Repurchase Program

In May 2023, the Board of Directors approved an increase to the share repurchase program authorizing the Company to repurchase up to $1.0 billion of its outstanding shares of Common Stock and equivalents. The stock repurchase program does not obligate the Company to purchase any particular number of shares, and the timing and exact amount of any repurchases will depend on various factors, including market pricing, business, legal, accounting, and other considerations.

In August 2022, the Inflation Reduction Act of 2022 was enacted into law and imposed a nondeductible 1% excise tax on the net value of certain stock repurchases made after December 31, 2022. The Company reflected the applicable excise tax in equity as part of the cost basis of the stock repurchased and recorded a corresponding liability for the excise taxes payable in accrued expenses on the consolidated balance sheet.

During the six months ended June 30, 2023, the Company repurchased 9,995,319 shares of Common Stock for $454.9 million, excluding excise tax. As of June 30, 2023, $854.1 million of the approved share repurchase pool remained available.

Accumulated Other Comprehensive Loss

The changes in accumulated other comprehensive income (loss) ("AOCI"), net of tax, for the six months ended June 30, 2023 and 2022 were as follows:

	Six Months Ended June 30, 2023		
(in thousands)	Foreign currency translation	Unrealized gains on hedging activities	Total
Balance at December 31, 2022	$ (70,122)	$ —	$ (70,122)
Other comprehensive income before reclassifications	7,934	859	8,793
Reclassifications from AOCI to income	—	(1,526)	(1,526)
Balance at March 31, 2023	(62,188)	(667)	(62,855)
Other comprehensive income before reclassifications	5,915	15,761	21,676
Reclassifications from AOCI to income	—	(2,930)	(2,930)
Balance at June 30, 2023	$ (56,273)	$ 12,164	$ (44,109)

	Six Months Ended June 30, 2022		
(in thousands)	Foreign currency translation	Unrealized losses on hedging activities	Total
Balance at December 31, 2021	$ (25,574)	$ (3,497)	$ (29,071)
Other comprehensive loss before reclassifications	(4,074)	(569)	(4,643)
Reclassifications from AOCI to income	—	2,890	2,890
Balance at March 31, 2022	(29,648)	(1,176)	(30,824)
Other comprehensive loss before reclassifications	(25,628)	(464)	(26,092)
Reclassifications from AOCI to income	—	1,640	1,640
Balance at June 30, 2022	$ (55,276)	$ —	$ (55,276)

For the three months ended June 30, 2023 and 2022, a gain of $2.9 million and a loss of $1.6 million, respectively, were reclassified from AOCI into the condensed consolidated statements of operations within interest expense related to the interest rate swaps. For the six months ended June 30, 2023 and 2022, a gain of $4.5 million and a loss of $4.5 million, respectively, were reclassified from AOCI into the condensed consolidated statements of operations within interest expense related to the interest rate swaps. The interest rate swaps are discussed in Note 12. Associated with these reclassifications, the Company recorded tax expense of $0.7 million and a tax benefit of $0.4 million for the three months ended June 30, 2023 and 2022, respectively, and tax expense of $1.1 million and a tax benefit of $1.1 million for the six months ended June 30, 2023 and 2022, respectively.

NOTE 11 – Income Taxes

The Company recorded $31.6 million and $62.1 million of income tax expense for the three and six months ended June 30, 2023, respectively, and $20.8 million and $32.9 million of income tax benefit for the three and six months ended June 30, 2022, respectively. The Company’s effective tax rate for the three and six months ended June 30, 2023 was 26.5% and 27.5%, respectively. The Company's effective tax rate for the three and six months ended June 30, 2022 was 25.8% and 24.9%, respectively.

The effective tax rate for the three and six months ended June 30, 2023 differs from the US federal statutory rate of 21% primarily due to state and provincial taxes and an add-back for non-deductible executive compensation. The effective tax rate for the three and six months ended June 30, 2022 differed from the US federal statutory rate of 21% primarily due to state and provincial taxes offset by a discrete tax benefit related to employee stock vesting.

NOTE 12 - Derivatives

In 2018, the Company entered into an interest rate swap agreement with a financial counterparty that effectively converted $400.0 million in aggregate notional amount of variable-rate debt under the Company’s former asset backed lending facility into fixed-rate debt. Under the terms of the agreement, the Company received a floating rate equal to one-month LIBOR and made payments based on a fixed rate of 3.06% on the notional amount. The swap agreement was designated and qualified as a hedge of the Company’s exposure to changes in interest payment cash flows created by fluctuations in variable interest rates on the former asset backed lending facility and terminated on May 29, 2022.

In January 2023, the Company entered into two interest rate swap agreements with financial counterparties relating to $750.0 million in aggregate notional amount of variable-rate debt under the Company's ABL Facility. Under the terms of the agreements, the Company receives a floating rate equal to one-month term SOFR and makes payments based on a weighted average fixed interest rate of 3.44% on the notional amount. The swap agreements were designated and qualified as hedges of the Company's exposure to changes in interest payment cash flows created by fluctuations in variable interest rates on the ABL Facility. The swap agreements terminate on June 30, 2027. The floating rate that the Company receives under the terms of these swap agreements was 5.08% at June 30, 2023.

The location and the fair value of derivative instruments designated as hedges were as follows:

(in thousands)	Balance Sheet Location		June 30, 2023
Cash Flow Hedges:			
Interest rate swap	Prepaid expenses and other current assets	$	13,215
Interest rate swap	Other non-current assets	$	3,134

The fair values of the interest rate swaps are based on dealer quotes of market forward rates, Level 2 inputs on the fair value hierarchy, and reflect the amounts that the Company would receive or pay as of June 30, 2023 for contracts involving the same attributes and maturity dates.

The following table discloses the impact of the interest rate swaps, excluding the impact of income taxes, on other comprehensive income ("OCI"), AOCI and the Company's statements of operations for the six months ended June 30, 2023 and 2022:

(in thousands)		2023		2022
Gain recognized in OCI	$	20,666	$	4,669
Location of gain (loss) recognized in income		Interest expense, net		Interest expense, net
(Gain) loss reclassified from AOCI into income	$	(4,456)	$	4,530

Foreign Currency Contract

In December 2022, the Company executed a contingent forward contract to sell £330.0 million upon the closing of the sale of the former UK Storage Solutions segment at a price ranging from 1.20550 to 1.20440 US Dollars (USD) to British Pounds Sterling. The price was dependent upon the date of the closing of the sale. This contract, which was to expire on September 11, 2023, mitigated the foreign currency risk of the USD relative to the British Pound Sterling prior to the closing of the sale of the former UK Storage Solutions segment. This contract did not qualify for hedge accounting and was revalued at fair value at the reporting period with unrealized gains and losses reflected in the Company's results of operations. Upon the closing of the sale of the former UK Storage Solutions segment on January 31, 2023, the Company settled the contingent foreign currency forward contract and received cash at an exchange rate of 1.205 USD to British Pounds Sterling.

The location and the fair value of the foreign currency contract was as follows:

(in thousands)	Balance Sheet Location		December 31, 2022
Foreign currency contract	Accrued liabilities	$	930

The fair value of the foreign currency contract was based on dealer quotes of market forward rates, a Level 2 input on the fair value hierarchy, and reflected the amount that the Company would receive or pay for contracts involving the same attributes and maturity dates.

The location and the impact of the foreign currency contract, excluding the impact of income taxes, on the Company's statement of operations for the six months ended June 30, 2023 was as follows:

(in thousands)	Income Statement Location		Six Months Ended June 30, 2023
Loss recognized in income	Currency losses, net	$	7,715

NOTE 13 - Fair Value Measures

The fair value of financial assets and liabilities are included at the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

The Company utilizes the suggested accounting guidance for the three levels of inputs that may be used to measure fair value:

Level 1 - Observable inputs such as quoted prices in active markets for identical assets or liabilities;
Level 2 - Observable inputs, other than Level 1 inputs in active markets, that are observable either directly or indirectly; and
Level 3 - Unobservable inputs for which there is little or no market data, which require the reporting entity to develop its own assumptions

The Company has assessed that the fair value of cash and cash equivalents, trade receivables, trade payables, and other current liabilities approximate their carrying amounts. Based on the borrowing rates currently available for bank loans with similar terms and average maturities, the fair value of finance leases at June 30, 2023 approximate their respective book values.

The following table shows the carrying amounts and fair values of financial liabilities which are disclosed, but not measured, at fair value, including their levels in the fair value hierarchy:

	June 30, 2023				December 31, 2022			
		Fair Value				Fair Value		
(in thousands)	Carrying Amount	Level 1	Level 2	Level 3	Carrying Amount	Level 1	Level 2	Level 3
ABL Facility	$ 1,943,243	$ —	$ 1,973,819	$ —	$ 1,988,176	$ —	$ 2,020,000	$ —
2025 Secured Notes	521,523	—	524,989	—	520,350	—	526,800	—
2028 Secured Notes	493,979	—	459,790	—	493,470	—	450,135	—
Total	$ 2,958,745	$ —	$ 2,958,598	$ —	$ 3,001,996	$ —	$ 2,996,935	$ —

As of June 30, 2023, the carrying values of the ABL Facility, the 2025 Secured Notes, and the 2028 Secured Notes included $30.6 million, $5.0 million, and $6.0 million, respectively, of unamortized debt issuance costs, which were presented as a direct reduction of the corresponding liability. As of December 31, 2022, the carrying value of the ABL Facility, the 2025 Secured Notes, and the 2028 Secured Notes included $31.8 million, $6.2 million, and $6.5 million, respectively, of unamortized debt issuance costs, which were presented as a direct reduction of the corresponding liability.

The carrying value of the ABL Facility, excluding debt issuance costs, approximates fair value as the interest rates are variable and reflective of current market rates. The fair value of the 2025 Secured Notes and the 2028 Secured Notes is based on their last trading price at the end of each period obtained from a third party. The classification and the fair value of derivative assets and liabilities are disclosed in Note 12.

NOTE 14 - Stock-Based Compensation

Stock-based compensation expense includes grants of stock options, time-based restricted stock units ("Time-Based RSUs") and performance-based restricted stock units ("Performance-Based RSUs," together with Time-Based RSUs, the "RSUs"). In addition, stock-based payments to non-executive directors includes grants of restricted stock awards ("RSAs"). Time-Based RSUs and RSAs are valued based on the intrinsic value of the difference between the exercise price, if any, of the award and the fair market value of WillScot Mobile Mini's Common Stock on the grant date. Performance-Based RSUs are valued based on a Monte Carlo simulation model to reflect the impact of the Performance-Based RSU's market condition. The probability of satisfying a market condition is considered in the estimation of the grant-date fair value for Performance-Based RSUs and the compensation cost is not reversed if the market condition is not achieved, provided the requisite service has been provided.

Restricted Stock Awards

The following table summarizes the Company's RSA activity for the six months ended June 30, 2023 and 2022:

	2023		2022	
	Number of Shares	Weighted-Average Grant Date Fair Value	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding at beginning of period	35,244	$ 37.17	36,176	$ 29.30
Granted	25,483	$ 44.59	35,244	$ 37.17
Vested	(35,244)	$ 37.17	(36,176)	$ 29.30
Outstanding at end of period	25,483	$ 44.59	35,244	$ 37.17

Compensation expense for RSAs recognized in SG&A on the condensed consolidated statements of operations was $0.3 million and $0.3 million for the three months ended June 30, 2023 and 2022, respectively. Compensation expense for RSAs recognized in SG&A on the condensed consolidated statements of operations was $0.6 million and $0.6 million for the six months ended June 30, 2023 and 2022, respectively. At June 30, 2023, there was $1.0 million of unrecognized compensation cost related to RSAs that is expected to be recognized over the remaining weighted average vesting period of 0.9 years.

Time-Based RSUs

The following table summarizes the Company's Time-Based RSU activity for the six months ended June 30, 2023 and 2022:

	2023		2022	
	Number of Shares	Weighted-Average Grant Date Fair Value	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding at beginning of period	789,779	$ 26.16	997,451	$ 18.54
Granted	213,388	$ 50.74	357,639	$ 35.53
Forfeited	(43,486)	$ 34.67	(31,712)	$ 30.45
Vested	(281,153)	$ 22.40	(437,571)	$ 16.61
Outstanding at end of period	678,528	$ 34.91	885,807	$ 25.93

Compensation expense for Time-Based RSUs recognized in SG&A on the condensed consolidated statements of operations was $2.2 million and $2.5 million for the three months ended June 30, 2023 and 2022, respectively. Compensation expense for RSUs recognized in SG&A on the condensed consolidated statements of operations was $4.0 million and $4.7 million for the six months ended June 30, 2023 and 2022, respectively. At June 30, 2023, unrecognized compensation cost related to Time-Based RSUs totaled $19.0 million and is expected to be recognized over the remaining weighted average vesting period of 2.5 years.

Performance-Based RSUs

The following table summarizes the Company's Performance-Based RSU award activity for the six months ended June 30, 2023 and 2022:

	2023		2022	
	Number of Shares	Weighted-Average Grant Date Fair Value	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding at beginning of period	1,894,250	$ 33.67	1,536,394	$ 26.34
Granted	376,826	$ 69.52	745,079	$ 42.34
Forfeited	(985)	$ 69.52	(30,712)	$ 41.81
Vested	(181,319)	$ 16.82	(313,152)	$ 16.45
Outstanding at end of period	2,088,772	$ 41.54	1,937,609	$ 33.84

Compensation expense for Performance-Based RSUs recognized in SG&A on the condensed consolidated statements of operations was $6.9 million and $6.5 million for the three months ended June 30, 2023 and 2022, respectively. Compensation expense for Performance-Based RSUs recognized in SG&A on the condensed consolidated statements of operations was $12.7 million and $10.3 million for the six months ended June 30, 2023 and 2022, respectively. At June 30, 2023, unrecognized compensation cost related to Performance-Based RSUs totaled $49.2 million and is expected to be recognized over the remaining vesting period of 1.9 years.

Certain Performance-Based RSUs cliff vest based on achievement of the relative total stockholder return ("TSR") of the Company's Common Stock as compared to the TSR of the constituents in an index at the grant date over the performance period of three years. For 2023 grants, the TSR of the Company's Common Stock is compared to the TSR of the constituents in the S&P 400 Index. The target number of RSUs may be adjusted from 0% to 200% based on the TSR attainment levels defined by the Company's Compensation Committee. The 100% target payout is tied to performance at the 50% percentile, with a payout curve ranging from 0% (for performance less than the 25% percentile) to 200% (for performance above the 85% percentile).

Stock Options

The following table summarizes the Company's stock option activity for the six months ended June 30, 2023:

	WillScot Options	Weighted-Average Exercise Price per Share	Converted Mobile Mini Options	Weighted-Average Exercise Price per Share
Outstanding at beginning of period	534,188	$ 13.60	864,276	$ 12.91
Exercised	—	$ —	(29,335)	$ 14.06
Outstanding at end of period	534,188	$ 13.60	834,941	$ 12.87
Fully vested and exercisable options, June 30, 2023	534,188	$ 13.60	834,941	$ 12.87

The following table summarizes the Company's stock option activity for the six months ended June 30, 2022:

	WillScot Options	Weighted-Average Exercise Price per Share	Converted Mobile Mini Options	Weighted-Average Exercise Price per Share
Outstanding at beginning of period	534,188	$ 13.60	1,527,643	$ 14.66
Exercised	—	$ —	(237,819)	$ 14.51
Outstanding at end of period	534,188	$ 13.60	1,289,824	$ 14.68
Fully vested and exercisable options, June 30, 2022	534,188	$ 13.60	1,289,824	$ 14.68

WillScot Options

Compensation expense for stock option awards, recognized in SG&A on the condensed consolidated statements of operations, was $0.2 million for the six months ended June 30, 2022.

NOTE 15 - Commitments and Contingencies

The Company is involved in various lawsuits, claims and legal proceedings that arise in the ordinary course of business. The Company assesses these matters on a case-by-case basis as they arise and establishes reserves as required. As of June 30, 2023, with respect to these outstanding matters, the Company believes that the amount or range of reasonably possible loss will not, either individually or in the aggregate, have a material adverse effect on the consolidated financial position, results of operations, or cash flows. However, the outcome of such matters is inherently unpredictable and subject to significant uncertainties.

NOTE 16 - Segment Reporting

The Company operates in two reportable segments as follows: Modular Solutions ("Modular") and Storage Solutions ("Storage"). Total assets for each reportable segment are not available because the Company utilizes a centralized approach to working capital management. Transactions between reportable segments are not significant. During the first quarter of 2023, the ground level office business within the Modular segment was transferred to the Storage segment, and associated revenues, expenses, and operating metrics were transferred to the Storage segment. All periods presented have been retrospectively revised to reflect this change within the Modular and Storage segments. For the three months ended June 30, 2022, this resulted in approximately $12.4 million of revenue and $7.2 million of gross profit being transferred from the Modular segment to the Storage segment. For the six months ended June 30, 2022, $23.6 million of revenue and $13.5 million of gross profit were transferred from the Modular segment to the Storage segment.

The Company defines EBITDA as net income (loss) plus interest (income) expense, income tax (benefit) expense, depreciation and amortization. The Company reflects further adjustments to EBITDA (“Adjusted EBITDA”) to exclude certain non-cash items and the effect of what the Company considers transactions or events not related to its core and ongoing business operations. The Chief Operating Decision Maker ("CODM") evaluates business segment performance utilizing Adjusted EBITDA as shown in the reconciliation of the Company’s consolidated income from continuing operations to Adjusted EBITDA below. Management believes that evaluating segment performance excluding such items is meaningful because it provides insight with respect to the intrinsic and ongoing operating results of the Company. The Company considers Adjusted EBITDA to be an important metric because it reflects the business performance of the segments, inclusive of indirect costs. The Company also regularly evaluates gross profit by segment to assist in the assessment of its operational performance.

Reportable Segments

The following tables set forth certain information regarding each of the Company's reportable segments for the three and six months ended June 30, 2023 and 2022, respectively.

	Three Months Ended June 30, 2023			
(in thousands)	Modular	Storage	Unallocated Costs	Total
Revenues:				
Leasing and services revenue:				
Leasing	$ 281,095	$ 168,225		$ 449,320
Delivery and installation	75,168	37,586		112,754
Sales revenue:				
New units	7,171	1,833		9,004
Rental units	7,241	3,770		11,011
Total revenues	370,675	211,414		582,089
Costs:				
Cost of leasing and services:				
Leasing	77,342	21,214		98,556
Delivery and installation	58,543	22,806		81,349
Cost of sales:				
New units	3,855	940		4,795
Rental units	3,191	1,876		5,067
Depreciation of rental equipment	55,004	9,446		64,450
Gross profit	$ 172,740	$ 155,132		$ 327,872
Other selected data:				
Adjusted EBITDA from continuing operations	$ 151,443	$ 109,898	$ —	$ 261,341
Selling, general and administrative expense	$ 79,397	$ 54,710	$ 12,703	$ 146,810
Purchases of rental equipment and refurbishments	$ 50,371	$ 5,210	$ —	$ 55,581

(in thousands)	Three Months Ended June 30, 2022 Modular	Storage	Unallocated Costs	Total
Revenues:				
Leasing and services revenue:				
Leasing	$ 241,525	$ 144,861		$ 386,386
Delivery and installation	71,988	38,853		110,841
Sales revenue:				
New units	8,450	1,477		9,927
Rental units	13,291	2,445		15,736
Total revenues	335,254	187,636		522,890
Costs:				
Cost of leasing and services:				
Leasing	65,446	22,665		88,111
Delivery and installation	57,615	24,922		82,537
Cost of sales:				
New units	4,209	1,112		5,321
Rental units	6,878	1,600		8,478
Depreciation of rental equipment	54,495	8,735		63,230
Gross profit	$ 146,611	$ 128,602		$ 275,213
Other selected data:				
Adjusted EBITDA from continuing operations	$ 122,824	$ 85,819	$ —	$ 208,643
Selling, general and administrative expense	$ 82,366	$ 52,492	$ 15,271	$ 150,129
Purchases of rental equipment and refurbishments	$ 82,482	$ 34,282	$ —	$ 116,764

	Six Months Ended June 30, 2023			
(in thousands)	Modular	Storage	Unallocated Costs	Total
Revenues:				
Leasing and services revenue:				
Leasing	$ 550,366	$ 338,905		$ 889,271
Delivery and installation	139,989	79,395		219,384
Sales revenue:				
New units	16,092	3,569		19,661
Rental units	13,898	5,343		19,241
Total revenues	720,345	427,212		1,147,557
Costs:				
Cost of leasing and services:				
Leasing	150,924	45,147		196,071
Delivery and installation	110,046	46,310		156,356
Cost of sales:				
New units	9,520	1,483		11,003
Rental units	6,561	2,960		9,521
Depreciation of rental equipment	105,219	18,387		123,606
Gross profit	$ 338,075	$ 312,925		$ 651,000
Other selected data:				
Adjusted EBITDA from continuing operations	$ 288,407	$ 219,776	$ —	$ 508,183
Selling, general and administrative expense	$ 161,213	$ 112,385	$ 24,104	$ 297,702
Purchases of rental equipment and refurbishments	$ 89,783	$ 12,555	$ —	$ 102,338

(in thousands)	Six Months Ended June 30, 2022 Modular	Storage	Unallocated Costs	Total
Revenues:				
Leasing and services revenue:				
Leasing	$ 464,823	$ 273,122		$ 737,945
Delivery and installation	126,320	70,060		196,380
Sales revenue:				
New units	13,294	2,420		15,714
Rental units	19,364	4,658		24,022
Total revenues	623,801	350,260		974,061
Costs:				
Cost of leasing and services:				
Leasing	126,776	41,669		168,445
Delivery and installation	105,521	47,596		153,117
Cost of sales:				
New units	7,465	1,612		9,077
Rental units	10,327	3,043		13,370
Depreciation of rental equipment	104,503	16,275		120,778
Gross profit	$ 269,209	$ 240,065		$ 509,274
Other selected data:				
Adjusted EBITDA from continuing operations	$ 222,410	$ 154,006	$ —	$ 376,416
Selling, general and administrative expense	$ 157,004	$ 104,354	$ 26,915	$ 288,273
Purchases of rental equipment and refurbishments	$ 140,059	$ 54,453	$ —	$ 194,512

The following table presents reconciliations of the Company’s income from continuing operations to Adjusted EBITDA for the three and six months ended June 30, 2023 and 2022, respectively:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2023	2022	2023	2022
Income from continuing operations	$ 87,729	$ 60,099	$ 164,000	$ 99,147
Income tax expense from continuing operations	31,565	20,848	62,075	32,931
Interest expense	47,246	33,153	92,112	63,723
Depreciation and amortization	81,796	78,181	158,125	151,091
Currency losses (gains), net	14	(173)	6,789	(36)
Restructuring costs, lease impairment expense and other related charges (income)	—	(95)	22	168
Transaction costs	—	22	—	35
Integration costs	2,247	5,193	6,120	9,280
Stock compensation expense	9,348	9,128	17,498	15,401
Other	1,396	2,287	1,442	4,676
Adjusted EBITDA from continuing operations	$ 261,341	$ 208,643	$ 508,183	$ 376,416

NOTE 17 - Earnings Per Share

The following table reconciles the weighted average shares outstanding for the basic calculation to the weighted average shares outstanding for the diluted calculation:

(in thousands)	Three Months Ended June 30 2023	Three Months Ended June 30 2022	Six Months Ended June 30 2023	Six Months Ended June 30 2022
Numerator:				
Income from continuing operations	$ 87,729	$ 60,099	$ 164,000	$ 99,147
Income from discontinued operations	—	13,277	134,613	25,400
Net income	$ 87,729	$ 73,376	$ 298,613	$ 124,547
Denominator:				
Weighted average Common Shares outstanding – basic	200,947	223,376	204,636	222,197
Dilutive effect of shares outstanding				
Warrants	—	1,746	—	1,818
RSAs	16	18	21	22
Time-based RSUs	242	307	309	395
Performance-based RSUs	2,148	952	2,274	1,385
Stock Options	973	1,085	993	1,166
Weighted average Common Shares outstanding – dilutive	204,326	227,484	208,233	226,983

The following amounts of common shares that the Company may be obligated to issue were excluded from the computation of dilutive EPS because their effect would have been anti-dilutive:

(in thousands)	Three Months Ended June 30 2023	Three Months Ended June 30 2022	Six Months Ended June 30 2023	Six Months Ended June 30 2022
Time-based RSUs	210	—	211	—
Performance-based RSUs	373	1,253	187	904
Total anti-dilutive shares	583	1,253	398	904

ITEM 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) is intended to help the reader understand WillScot Mobile Mini Holdings Corp. ("WillScot Mobile Mini"), our operations and our present business environment. MD&A is provided as a supplement to, and should be read in conjunction with, our financial statements and the accompanying notes thereto, contained in Part I, Item 1 of this report. The discussion of results of operations in this MD&A is presented on a historical basis, as of or for the three and six months ended June 30, 2023 or prior periods.

On September 30, 2022, the Company completed the sale of its former Tank and Pump Solutions ("Tank and Pump") segment. On January 31, 2023, the Company completed the sale of its former United Kingdom ("UK") Storage Solutions segment. This MD&A presents the historical financial results of the former Tank and Pump segment and the former UK Storage Solutions segment as discontinued operations for all periods presented.

The consolidated financial statements were prepared in conformity with accounting principles generally accepted in the US (“GAAP”). We use certain non-GAAP financial metrics to supplement the GAAP reported results to highlight key operational metrics that are used by management to evaluate Company performance. Reconciliations of GAAP financial information to the disclosed non-GAAP measures are provided in the Reconciliation of Non-GAAP Financial Measures section.

Executive Summary and Outlook

We are a leading business services provider specializing in innovative flexible work space and portable storage solutions. We service diverse end markets across all sectors of the economy throughout the United States ("US"), Canada, and Mexico. As of June 30, 2023, our branch network included approximately 240 branch locations and additional drop lots to service our over 85,000 customers. We offer our customers an extensive selection of “Ready to Work” modular space and portable storage solutions with over 155,000 modular space units and over 211,000 portable storage units in our fleet.

We primarily lease, rather than sell, our modular and portable storage units to customers, which results in a highly diversified and predictable reoccurring revenue stream. Over 90% of new lease orders are on our standard lease agreement, pre-negotiated master lease or national account agreements. The initial lease periods vary, and our leases are customarily renewable on a month-to-month basis after their initial term. Our lease revenue is highly predictable due to its reoccurring nature and the underlying stability and diversification of our lease portfolio. Furthermore, given that our customers value flexibility, they consistently extend their leases or renew on a month-to-month basis such that the average effective duration of our lease portfolio, excluding seasonal portable storage units, is approximately 34 months. We complement our core leasing business by selling both new and used units, allowing us to leverage scale, achieve purchasing benefits and redeploy capital employed in our lease fleet.

Our customers operate in a diversified set of end markets, including construction, commercial and industrial, retail and wholesale trade, energy and natural resources, education, government and institutions and healthcare. Core to our operating model is the ability to redeploy standardized assets across end markets. We track several market leading indicators to predict demand, including those related to our two largest end markets, the commercial and industrial sector and the construction sector, which collectively accounted for approximately 88% of our revenues in the six months ended June 30, 2023.

We remain focused on our core priorities of growing leasing revenues by increasing units on rent, both organically and through our acquisition strategy, delivering “Ready to Work” solutions to our customers with value added products and services ("VAPS"), and on continually improving the overall customer experience.

Significant Developments

Customer Relationship Management ("CRM") System

On February 6, 2023, we successfully completed the harmonization of our separate Modular and Storage CRM systems onto a single unified system. With this enhanced platform, we have a combined view of our customers and projects across the entire sales team. Going forward, we will focus on productivity management and building a more targeted and predictive approach to anticipate and service customer demand, with continued improvement in engagement and outreach underpinned by our data warehouse.

Divestiture

On January 31, 2023, we completed the sale of our former UK Storage Solutions segment for total cash consideration of $418.1 million. Proceeds from the sale were used to support ongoing reinvestment in our Modular and Storage operating segments in North America and other capital allocation priorities.

Reportable Segments

Following the divestitures of the UK Storage Solutions and Tank and Pump segments, we operate in two reporting segments: Modular Solutions ("Modular") and Storage Solutions ("Storage"). The reporting segments are aligned with how we operate and analyze our business results. During the first quarter of 2023, the ground level office business within the Modular segment was transferred to the Storage segment, and associated revenues, expenses, and operating metrics were transferred to the Storage segment. All periods presented have been retrospectively revised to reflect this adjustment within the Modular and Storage segments. For the twelve months ended December 31, 2022, this resulted in approximately $49.8 million of revenue and $28.5 million of gross profit being transferred from the Modular segment to the Storage segment.

Asset Acquisitions

During the six months ended June 30, 2023, we acquired certain assets and liabilities of five regional and local storage and modular companies, which consisted primarily of approximately 1,800 storage units and 700 modular units, for $149.4 million in cash, net of cash acquired. The accompanying consolidated financial statements include $147.9 million of rental equipment and $4.5 million of land held for sale as a result of these acquisitions.

Share Repurchases

During the six months ended June 30, 2023, we repurchased 9,995,319 shares of Common Stock for $454.9 million. As of June 30, 2023, $854.1 million of the approved share repurchase pool remained available. Given the predictability of our free cash flow, we believe that repurchases will be a reoccurring capital allocation priority.

Inflation and Supply Chain Issues

Similar to many other organizations, we have faced inflationary pressures over the past several years across most of our input costs such as building materials, labor, transportation and fuel. Inflation has contributed to increased capital costs both for new units as well as for refurbishment of our existing units. However, given our scale and our strong rate performance, we believe we have been able to navigate the inflationary environment well and have consistently driven margin improvements during this period of rising costs. Additionally, because we derive the majority of our revenue from leasing our existing lease fleet units to customers and our material purchases to maintain these units consist primarily of general building materials, we have not experienced significant supply chain issues to date.

Second Quarter Highlights

For the three months ended June 30, 2023, as compared to the three months ended June 30, 2022 unless otherwise noted, key drivers of our financial performance included:

- Total revenues increased $59.2 million, or 11.3%. Leasing revenue increased $62.9 million, or 16.3%, delivery and installation revenue increased $1.9 million, or 1.7%, rental unit sales decreased $4.7 million, or 29.9%, and new unit sales revenue decreased $0.9 million, or 9.1%.

  Key leasing revenue drivers included:

  - Average portable storage units on rent decreased 10,301 units, or 6.3%, and average modular space units on rent decreased 3,529 units, or 3.4%.
  - Average modular space monthly rental rate increased $169, or 19.2%, to $1,051 driven by strong pricing performance across both segments. Average modular space monthly rental rates increased by $163, or 17.4%, in the Modular segment and by $167, or 25.0%, in the Storage segment.
  - Average portable storage monthly rental rate increased $48, or 27.0%, to $226 driven by increased pricing as a result of our price management tools and processes.
  - Average utilization for portable storage units decreased to 73.1% from 86.0% for the same period in 2022 driven by decreased demand in 2023 as compared to the same period in 2022. Average utilization for modular space units decreased 360 basis points ("bps") to 65.1%.
- Modular segment revenue, which represented 63.7% of consolidated revenue for the three months ended June 30, 2023, increased $35.4 million, or 10.6%, to $370.7 million. The increase was driven by our core leasing revenue, which increased $39.6 million, or 16.4%, due to continued growth of pricing and VAPS, and by delivery and installation revenues, which increased $3.2 million, or 4.4%, driven by increased pricing. Rental unit sales decreased $6.2 million, or 46.3%, and new unit sales decreased $1.3 million, or 15.3%. Modular revenue drivers for the three months ended June 30, 2023 included:
  - Modular space average monthly rental rate of $1,102 increased 17.4% year over year representing a continuation of the long-term price optimization and VAPS penetration opportunities across our portfolio.
  - Average modular space units on rent decreased 497, or 0.6%, year over year.
  - Average modular space monthly utilization decreased 190 bps to 65.8% for the three months ended June 30, 2023, as compared to the three months ended June 30, 2022.
- Storage segment revenue, which represented 36.3% of consolidated revenue for the three months ended June 30, 2023, increased $23.7 million, or 12.6%, to $211.4 million. The increase was driven by our core leasing revenue, which grew $23.3 million, or 16.1%, due to increased pricing, and was partially offset by lower units on rent volumes

and lower delivery and installation revenues, which decreased $1.3 million, or 3.3%. Rental unit sales increased $1.4 million, or 58.3%, and new unit sales increased $0.3 million, or 20.0%. Storage revenue drivers for the three months ended June 30, 2023 included:

- Portable storage average monthly rental rate of $226 increased 27.0% year over year as a result of our price management tools and processes and early benefits from increased VAPS penetration opportunities. Modular space average monthly rental rate of $835 increased 25.0% year over year as a result of price optimization and increased VAPS penetration.
- Average portable storage units on rent decreased 10,282, or 6.3%, year over year driven by lower demand during 2023 versus the high growth achieved in 2022. Average modular space units on rent decreased 3,032, or 13.6%, year over year.
- Average portable storage monthly utilization decreased 12.9% to 73.2% for the three months ended June 30, 2023, as compared to the three months ended June 30, 2022. Average modular space monthly utilization decreased 10.4% to 62.3% for the three months ended June 30, 2023, as compared to the three months ended June 30, 2022.

- Generated income from continuing operations of $87.7 million for the three months ended June 30, 2023. Discrete costs in the period included $2.2 million of integration costs.
- Generated Adjusted EBITDA from continuing operations of $261.3 million for the three months ended June 30, 2023, representing an increase of $52.7 million, or 25.3%, as compared to the same period in 2022. This increase was driven primarily by increased leasing and delivery and installation gross profit.
  - Adjusted EBITDA margin from continuing operations was 44.9% in the second quarter of 2023 and increased 500 bps versus prior year driven by continued expansion of all margin lines. Most significantly, delivery and installation margins increased 230 bps versus prior year and leasing margins increased 90 bps versus prior year both driven primarily by increased pricing. Additionally, selling, general, and administrative expenses included in Adjusted EBITDA decreased as a percentage of revenue by 260 bps versus 2022 driving the majority of the remaining margin expansion.
- Net cash provided by operating activities increased $13.8 million to $202.2 million for the three months ended June 30, 2023 despite the divestitures of the Tank and Pump and UK Storage Segments. Net cash used in investing activities, excluding cash used as part of acquisitions, decreased by $76.3 million as a result of reduced refurbishment spending and decreased purchases of new fleet as a result of lower utilization.
- Generated Free Cash Flow of $159.6 million for the three months ended June 30, 2023 representing an increase of $90.2 million as compared to the same period in 2022. This Free Cash Flow along with additional net borrowings under the ABL Facility (defined as receipts from borrowings, less repayment of borrowings from the condensed consolidated statement of cash flows) and proceeds of $404.3 million related to the sale of the former UK Storage Solutions segment, net of the settlement of a contingent foreign currency forward contract to sell £330.0 million upon the closing of the sale, were deployed to:
  - Acquire three regional and local storage and modular portfolios of approximately 1,500 storage units and 200 modular units for $69.8 million; and
  - Return $239.2 million to shareholders through stock repurchases, reducing outstanding Common Stock by 5,406,011 shares.
- We believe the predictability of our free cash flow allows us to pursue multiple capital allocation priorities opportunistically, including investing in organic opportunities we see in the market, maintaining leverage in our stated range, opportunistically executing accretive acquisitions, and returning capital to shareholders.

Consolidated Results of Operations

Three Months Ended June 30, 2023 Compared to the Three Months Ended June 30, 2022

Our condensed consolidated statements of operations for the three months ended June 30, 2023 and 2022 are presented below.

(in thousands)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	2023 vs. 2022 $ Change
Revenues:			
Leasing and services revenue:			
Leasing	$ 449,320	$ 386,386	$ 62,934
Delivery and installation	112,754	110,841	1,913
Sales revenue:			
New units	9,004	9,927	(923)
Rental units	11,011	15,736	(4,725)
Total revenues	582,089	522,890	59,199
Costs:			
Costs of leasing and services:			
Leasing	98,556	88,111	10,445
Delivery and installation	81,349	82,537	(1,188)
Costs of sales:			
New units	4,795	5,321	(526)
Rental units	5,067	8,478	(3,411)
Depreciation of rental equipment	64,450	63,230	1,220
Gross profit	327,872	275,213	52,659
Expenses:			
Selling, general and administrative	146,810	150,129	(3,319)
Other depreciation and amortization	17,346	14,951	2,395
Currency losses (gains), net	14	(173)	187
Other income, net	(2,838)	(3,794)	956
Operating income	166,540	114,100	52,440
Interest expense	47,246	33,153	14,093
Income from continuing operations before income tax	119,294	80,947	38,347
Income tax expense from continuing operations	31,565	20,848	10,717
Income from continuing operations	87,729	60,099	27,630
Discontinued operations:			
Income from discontinued operations before income tax	—	17,140	(17,140)
Income tax expense from discontinued operations	—	3,863	(3,863)
Income from discontinued operations	—	13,277	(13,277)
Net income	$ 87,729	$ 73,376	$ 14,353

Comparison of Three Months Ended June 30, 2023 and 2022

Revenue: Total revenue increased $59.2 million, or 11.3%, to $582.1 million for the three months ended June 30, 2023 from $522.9 million for the three months ended June 30, 2022. Leasing revenue increased $62.9 million, or 16.3%, as compared to the same period in 2022 driven by improved pricing and value added products penetration, partially offset by a decrease of 13,830 average total units on rent. Delivery and installation revenues increased $1.9 million, or 1.7%, due to increased pricing across both of our segments. Rental unit sales decreased $4.7 million, or 29.9%, and new unit sales decreased $0.9 million, or 9.1%.

Total average units on rent for the three months ended June 30, 2023 and 2022 were 254,554 and 268,384, respectively, representing a decrease of 13,830, or 5.2%. Portable storage average units on rent decreased by 10,301 units, or 6.3%, for the three months ended June 30, 2023 driven by lower demand in 2023 as compared to strong delivery and unit on rent growth in 2022. The average portable storage unit utilization rate during the three months ended June 30, 2023 was 73.1% as compared to 86.0% during the same period in 2022. Modular space average units on rent decreased 3,529 units, or 3.4%, for the three months ended June 30, 2023 as compared to the three months ended June 30, 2022. The average modular space unit utilization rate during the three months ended June 30, 2023 was 65.1% as compared to 68.7% during the same period in 2022.

Modular space average monthly rental rates increased 19.2% to $1,051 for the three months ended June 30, 2023. Average modular space monthly rental rates increased by $163, or 17.4%, to $1,102 in the Modular segment and by $167, or 25.0%, in the Storage segment. Increases were driven by a continuation of the long-term price optimization and VAPS penetration opportunities across our Modular segment as well as by application of these same price management tools and processes across the Storage segment.

Average portable storage monthly rental rates increased 27.0% to $226 for the three months ended June 30, 2023 driven by our price management tools and processes and early benefits from increased VAPS penetration opportunities on our basic VAPS offerings in the Storage segment, which began in the second quarter of 2022.

Gross Profit: Gross profit increased $52.7 million, or 19.1%, to $327.9 million for the three months ended June 30, 2023 from $275.2 million for the three months ended June 30, 2022. The increase in gross profit was a result of a $52.4 million increase in leasing gross profit and increased delivery and installation gross profit of $3.1 million, partially offset by decreased new and rental unit sales gross profit of $1.7 million. Increases were primarily a result of increased revenues due to favorable average monthly rental rates and delivery and installation pricing across both portable storage and modular space units, which offset lower unit on rent volumes. Cost of leasing and services increased by $9.3 million, or 5.4%, for the three months ended June 30, 2023 versus the three months ended June 30, 2022, driven by a $7.6 million, or 13.4%, increase in labor costs, a $2.8 million, or 11.6%, increase in material costs, and a $1.4 million, or 6.0%, increase in vehicle, equipment and other costs, partially offset by a $2.6 million, or 3.9%, decrease in subcontractor costs. Cost of sales decreased by $3.9 million, or 28.5%, which is in line with decreased sales revenues of 22.9% for the three months ended June 30, 2023, resulting in improved sales gross profit margins. The year over year changes in each of these cost components was consistent with historical trends and management's expectations given the respective change in sales volume and inflationary pressures impacting our business. Increases in gross profit were offset partially by increased depreciation of $1.2 million, or 1.9%, as a result of capital investments made over the past twelve months in rental equipment including acquired fleet.

Our resulting gross profit percentage was 56.3% and 52.6% for the three months ended June 30, 2023 and 2022, respectively. Our gross profit percentage, excluding the effects of depreciation, was 67.4% and 64.7% for the three months ended June 30, 2023 and 2022, respectively. These increases were driven primarily by continued price optimization within leasing, delivery, and installation revenues and execution of VAPS penetration opportunities that have outpaced increases in cost of leasing and services.

SG&A: Selling, general and administrative expense ("SG&A") decreased $3.3 million, or 2.2%, to $146.8 million for the three months ended June 30, 2023, compared to $150.1 million for the three months ended June 30, 2022. Integration expenses declined $3.0 million, or 56.8%, during the period and service agreements and professional fees decreased $1.5 million, or 6.8%. Employee SG&A excluding stock compensation decreased $5.9 million, or 8.6%, primarily as a result of reduced variable compensation. Real estate costs increased $2.1 million, or 11.6%, and non-income business taxes increased $1.0 million, or 53.0%, partially offsetting these declines.

Other Depreciation and Amortization: Other depreciation and amortization increased $2.3 million to $17.3 million for the three months ended June 30, 2023 compared to $15.0 million for the three months ended June 30, 2022. The increase was driven by increased depreciation as a result of our recent investments in our CRM system and other infrastructure improvements across our branch network.

Currency Losses (Gains), net: Currency losses, net increased by $0.2 million for the three months ended June 30, 2023. This change was primarily attributable to the impact of foreign currency exchanges rate changes on intercompany receivables and payables denominated in a currency other than the subsidiary's functional currency.

Other Income, Net: Other income, net was $2.8 million for the three months ended June 30, 2023 compared to $3.8 million for the three months ended June 30, 2022. The decrease in other income, net was related to a decrease in insurance recoveries during 2023 as compared to 2022 related to hurricanes in the Gulf Coast and Florida areas of the United States.

Interest Expense: Interest expense increased $14.0 million, or 42.2%, to $47.2 million for the three months ended June 30, 2023 from $33.2 million for the three months ended June 30, 2022. The increase in interest expense was a result of higher overall weighted average interest rates as a result of increased benchmark rates and higher outstanding debt balances. See Note 9 to the condensed consolidated financial statements for further discussion of our debt.

Income Tax Expense: Income tax expense increased $10.8 million to $31.6 million for the three months ended June 30, 2023 compared to $20.8 million for the three months ended June 30, 2022. The increase in expense was driven by an increase in income from continuing operations before income tax for the three months ended June 30, 2023 as compared to the three months ended June 30, 2022.

Income from Discontinued Operations: Income from discontinued operations was related to the former UK Storage Solutions and Tank and Pump segments, which were sold in prior periods.

Six Months Ended June 30, 2023 Compared to the Six Months Ended June 30, 2022

Our condensed consolidated statements of operations for the six months ended June 30, 2023 and 2022 are presented below.

(in thousands)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	2023 vs. 2022 $ Change
Revenues:			
Leasing and services revenue:			
Leasing	$ 889,271	$ 737,945	$ 151,326
Delivery and installation	219,384	196,380	23,004
Sales revenue:			
New units	19,661	15,714	3,947
Rental units	19,241	24,022	(4,781)
Total revenues	1,147,557	974,061	173,496
Costs:			
Costs of leasing and services:			
Leasing	196,071	168,445	27,626
Delivery and installation	156,356	153,117	3,239
Costs of sales:			
New units	11,003	9,077	1,926
Rental units	9,521	13,370	(3,849)
Depreciation of rental equipment	123,606	120,778	2,828
Gross profit	651,000	509,274	141,726
Expenses:			
Selling, general and administrative	297,702	288,273	9,429
Other depreciation and amortization	34,519	30,313	4,206
Currency losses (gains), net	6,789	(36)	6,825
Other income, net	(6,197)	(5,077)	(1,120)
Operating income	318,187	195,801	122,386
Interest expense	92,112	63,723	28,389
Income from continuing operations before income tax	226,075	132,078	93,997
Income tax expense from continuing operations	62,075	32,931	29,144
Income from continuing operations	164,000	99,147	64,853
Discontinued operations:			
Income from discontinued operations before income tax	4,003	32,927	(28,924)
Gain on sale of discontinued operations	176,078	—	176,078
Income tax expense from discontinued operations	45,468	7,527	37,941
Income from discontinued operations	134,613	25,400	109,213
Net income	$ 298,613	$ 124,547	$ 174,066

Comparison of Six Months Ended June 30, 2023 and 2022

Revenue: Total revenue increased $173.5 million, or 17.8%, to $1,147.6 million for the six months ended June 30, 2023 from $974.1 million for the six months ended June 30, 2022. Leasing revenue increased $151.3 million, or 20.5%, as compared to the same period in 2022 driven by improved pricing and value added products penetration, partially offset by a decrease of 1,478 average modular space and portable storage units on rent. Delivery and installation revenues increased $23.0 million, or 11.7%, due to increased pricing across both of our segments. Rental unit sales decreased $4.8 million, or 19.9%, and new unit sales increased $3.9 million, or 25.1%.

Total average units on rent for the six months ended June 30, 2023 and 2022 were 260,891 and 262,369, respectively. Modular space average units on rent decreased 2,480 units, or 2.4%, and portable storage average units on rent increased by 1,002 units, or 0.6%, for the six months ended June 30, 2023. The average modular space unit utilization rate during the six months ended June 30, 2023 was 65.6% as compared to 68.6% during the same period in 2022. The average portable storage unit utilization rate during the six months ended June 30, 2023 was 75.9%, as compared to 84.5% during the same period in 2022.

Modular space average monthly rental rates increased 19.4% to $1,020 for the six months ended June 30, 2023. Average portable storage monthly rental rates increased 27.7% to $221 for the six months ended June 30, 2023. Increases were driven by a continuation of the long-term price optimization and VAPS penetration opportunities across our Modular segment as well as by application of these same price management tools and processes across the Storage segment and from early benefits from increased VAPS penetration opportunities on our basic VAPS offerings in the Storage segment, which began in the second quarter of 2022.

Gross Profit: Gross profit increased $141.7 million, or 27.8%, to $651.0 million for the six months ended June 30, 2023 from $509.3 million for the six months ended June 30, 2022. The increase in gross profit is a result of a $123.7 million increase in leasing gross profit, increased delivery and installation gross profit of $19.8 million, and increased new and rental unit sale margins of $1.1 million. Increases were primarily a result of increased revenues due to favorable average monthly rental rates and delivery and installation pricing across both portable storage and modular space units, which offset lower unit on rent volumes. Cost of leasing and services increased by $30.9 million, or 9.6%, for the six months ended June 30, 2023 versus the six months ended June 30, 2022, driven by a $15.0 million, or 13.6%, increase in labor costs, an $8.5 million, or 19.1%, increase in material costs, a $4.0 million, or 3.3%, increase in subcontractor costs, and a $3.4 million, or 7.5%, increase in vehicle, equipment and other costs. Cost of sales decreased by $1.9 million, or 8.6%, which is in line with decreased sales revenues of 2.3% for the six months ended June 30, 2023, resulting in improved sales gross profit margins. The year over year changes in each of these cost components was consistent with historical trends and management's expectations given the respective change in sales volume and inflationary pressures impacting our business. Depreciation increased to $123.6 million as a result of capital investments made over the past twelve months in rental equipment including acquired fleet.

Our gross profit percentage was 56.7% and 52.3% for the six months ended June 30, 2023 and 2022, respectively. Our gross profit percentage, excluding the effects of depreciation, was 67.5% and 64.7% for the six months ended June 30, 2023 and 2022, respectively. These increases were driven primarily by continued price optimization within leasing, delivery, and installation revenues and execution of VAPS penetration opportunities that have outpaced increases in cost of leasing and services.

SG&A: Selling, general and administrative expense ("SG&A") increased $9.4 million, or 3.3%, to $297.7 million for the six months ended June 30, 2023, compared to $288.3 million for the six months ended June 30, 2022. Real estate costs increased $4.2 million, or 11.4%, travel expenses increased $4.2 million, or 42.4%, due to increased travel and training, non-income business taxes increased $2.2 million, or 53.2%, and our provision for credit losses increased $3.2 million, or 48.8%. Stock compensation expense increased $2.1 million to $17.5 million for the six months ended June 30, 2023, compared to $15.4 million for the six months ended June 30, 2022. Partially offsetting these increases, integration expenses declined $3.2 million, or 34.1%, during the period and service agreements and professional fees decreased $2.7 million, or 6.7%. Employee SG&A excluding stock compensation decreased $2.0 million, or 1.5%, primarily as a result of reduced variable compensation.

Other Depreciation and Amortization: Other depreciation and amortization increased $4.2 million to $34.5 million for the six months ended June 30, 2023 compared to $30.3 million for the six months ended June 30, 2022. The increase was driven by increased depreciation as a result of our recent investments in our CRM system and other infrastructure improvements across our branch network.

Currency (Gains) Losses, Net: Currency losses, net increased by $6.8 million to a $6.8 million loss for the six months ended June 30, 2023. This change was primarily attributable to a loss on the settlement of the contingent foreign currency forward contract relating to the sale of the former UK Storage Solutions segment.

Other Income, Net: Other income, net was $6.2 million for the six months ended June 30, 2023 compared to $5.1 million for the six months ended June 30, 2022. The increase in other income, net was related to an increase in insurance recoveries during the six months ended 2023 as compared to the six months ended 2022 related to hurricanes in the Gulf Coast and Florida areas of the United States.

Interest Expense: Interest expense increased $28.4 million to $92.1 million for the six months ended June 30, 2023 from $63.7 million for the six months ended June 30, 2022. The increase in interest expense was a result of higher overall weighted average interest rates as a result of increased benchmark rates and higher outstanding debt balances. See Note 9 to the condensed consolidated financial statements for further discussion of our debt.

Income Tax Expense: Income tax expense increased $29.1 million to expense of $62.1 million for the six months ended June 30, 2023 compared to $32.9 million for the six months ended June 30, 2022. The increase in expense was driven by an increase in income from continuing operations before income tax for the six months ended June 30, 2023 as compared to the six months ended June 30, 2022.

Income from Discontinued Operations: Income from discontinued operations increased $109.2 million to $134.6 million for the six months ended June 30, 2023 compared to $25.4 million for the six months ended June 30, 2022. The increase in income from discontinued operations was driven by the gain on sale of the former UK Storage Solutions segment of $176.1 million, partially offset by an increase in income tax expense from discontinued operations as well as having no contribution from the former Tank and Pump segment in 2023.

Business Segment Results

The Company operates in two reportable segments as follows: Modular and Storage. Modular represents the activities of the North American modular business, excluding ground level offices, which were transferred to the Storage segment during the first quarter of 2023. Storage represents the activities of the North American portable storage and ground level office business. As part of the transfer of the ground level offices to Storage, we also adjusted the average modular space monthly rental rate in the Storage segment to only include VAPS specifically applicable to ground level offices, which has also been reflected in the total average modular space monthly rental rate.

The following tables and discussion summarize our reportable segment financial information for the six months ended June 30, 2023 and 2022.

Comparison of Three Months Ended June 30, 2023 and 2022

(in thousands, except for units on rent and rates)	Three Months Ended June 30, 2023		
	Modular	Storage	Total
Revenue	$ 370,675	$ 211,414	$ 582,089
Gross profit	$ 172,740	$ 155,132	$ 327,872
Adjusted EBITDA from continuing operations	$ 151,443	$ 109,898	$ 261,341
Capital expenditures for rental equipment	$ 50,371	$ 5,210	$ 55,581
Average modular space units on rent	81,886	19,200	101,086
Average modular space utilization rate	65.8 %	62.3 %	65.1 %
Average modular space monthly rental rate	$ 1,102	$ 835	$ 1,051
Average portable storage units on rent	457	153,011	153,468
Average portable storage utilization rate	58.0 %	73.2 %	73.1 %
Average portable storage monthly rental rate	$ 238	$ 226	$ 226

	Three Months Ended June 30, 2022		
(in thousands, except for units on rent and rates)	Modular	Storage	Total
Revenue	$ 335,254	$ 187,636	$ 522,890
Gross profit	$ 146,611	$ 128,602	$ 275,213
Adjusted EBITDA from continuing operations	$ 122,824	$ 85,819	$ 208,643
Capital expenditures for rental equipment	$ 82,482	$ 34,282	$ 116,764
Average modular space units on rent	82,383	22,232	104,615
Average modular space utilization rate	67.7 %	72.7 %	68.7 %
Average modular space monthly rental rate	$ 939	$ 668	$ 882
Average portable storage units on rent	476	163,293	163,769
Average portable storage utilization rate	53.7 %	86.1 %	86.0 %
Average portable storage monthly rental rate	$ 211	$ 178	$ 178

Modular

Revenue: Total revenue increased $35.4 million, or 10.6%, to $370.7 million for the three months ended June 30, 2023 from $335.3 million for the three months ended June 30, 2022. The increase was primarily the result of a $39.6 million, or 16.4%, increase in leasing revenue and a $3.2 million, or 4.4%, increase in delivery and installation revenue driven by improved pricing, partially offset by a decrease of $6.2 million, or 46.3%, in rental unit sales revenue and a $1.3 million, or 15.3%, decrease in new unit sales. Average modular space monthly rental rates increased 17.4% for the three months ended June 30, 2023 to $1,102 driven by the continuation of the long-term price optimization and VAPS penetration opportunities across our portfolio. Average modular space units on rent decreased by 497 units, or 0.6%, year over year.

Gross Profit: Gross profit increased $26.1 million, or 17.8%, to $172.7 million for the three months ended June 30, 2023 from $146.6 million for the three months ended June 30, 2022. The increase in gross profit was driven by higher leasing gross profit, which increased $27.7 million, or 15.7%, driven by improved pricing including VAPS. The increase in gross profit from leasing for the three months ended June 30, 2023 was further complemented by a $2.3 million increase in delivery and installation gross profit driven by increased pricing ahead of inflationary cost increases, and partially offset by a $2.4 million decrease in rental unit sales gross profit and a $1.0 million decrease in new unit sales gross profit. Cost of leasing and services increased by $12.8 million, or 10.4%, for the three months ended June 30, 2023 versus the three months ended June 30, 2022, driven by a $4.4 million, or 25.2%, increase in material costs, a $5.9 million, or 14.9%, increase in labor costs, a $1.6 million, or 3.1%, increase in subcontractor costs, and a $0.9 million, or 6.6%, increase in vehicle, equipment and other costs. Cost of sales decreased by $4.0 million, or 36.5%, which is in line with expected costs to deliver decreased sales revenues of 34.2% for three months ended June 30, 2023, resulting in improved sales gross profit margins. The year over year changes in each of these cost components was consistent with historical trends and management's expectations given the respective change in sales volume and inflationary pressures impacting our business. Increases in gross profit were offset partially by increased depreciation of $0.5 million, or 0.9%, as a result of capital investments made over the past twelve months in rental equipment including acquired fleet.

Adjusted EBITDA: Adjusted EBITDA increased $28.6 million, or 23.3%, to $151.4 million for the three months ended June 30, 2023 from $122.8 million for the three months ended June 30, 2022. The increase was primarily driven by higher leasing and delivery and installation gross profit discussed above. SG&A, excluding discrete items, decreased $3.0 million, or 3.6%, for the three months ended June 30, 2023, as compared to the three months ended June 30, 2022 driven primarily by decreased variable compensation costs.

Capital Expenditures for Rental Equipment: Purchases of rental equipment and refurbishments decreased $32.1 million, or 38.9%, to $50.4 million for the three months ended June 30, 2023 from $82.5 million for the three months ended June 30, 2022 driven by successful efforts to reduce our refurbishment costs through better unit selection and work scope during 2023.

Storage

Revenue: Total revenue increased $23.8 million, or 12.7%, to $211.4 million for the three months ended June 30, 2023 from $187.6 million for the three months ended June 30, 2022. The increase was primarily the result of a $23.3 million, or 16.1%, increase in leasing revenue. Sales revenues increased $1.7 million, or 43.6%. These increases were partially offset by a $1.3 million, or 3.3%, decrease in delivery and installation revenue driven by lower volumes during the period. Average portable storage monthly rental rates increased 27.0% for the three months ended June 30, 2023 to $226 driven by our price management tools and processes and early benefits from increased VAPS penetration opportunities on our basic VAPS offerings, which began in the second quarter of 2022. Average portable storage units on rent decreased by 10,282 units, or 6.3%, year over year driven by lower demand in 2023 versus very strong demand in 2022. Average modular space monthly rental rates increased 25.0% year-over-year driven primarily by increased pricing on new deliveries; however, average units on rent decreased 13.6% driven by lower demand.

Gross Profit: Gross profit increased by $26.5 million, or 20.6%, to $155.1 million for the three months ended June 30, 2023 compared to $128.6 million for the three months ended June 30, 2022. Gross profit on leasing activity increased by $24.8 million year over year driven by increased pricing as described above. Delivery and installation gross profit increased $0.8 million, or 6.1%, driven by increased pricing ahead of inflationary cost increases. Sales gross profit increased by $1.6 million to $2.8 million. Cost of leasing and services decreased by $3.6 million, or 7.5%, for the three months ended June 30, 2023 versus the three months ended June 30, 2022, driven by a $4.2 million, or 30.9%, decrease in subcontractor costs and a $1.6 million, or 25.2%, decrease in material costs, partially offset by a $1.7 million, or 9.9%, increase in labor costs and a $0.5 million, or 5.3%, increase in vehicle, equipment and other costs. Net reductions were largely driven by lower volumes during the period. Cost of sales increased by $0.1 million, or 3.8%, driven by improved sales gross profit margins on increased sales revenues of 43.6% for three months ended June 30, 2023. The year over year changes in each of these cost components was consistent with historical trends and management's expectations given the respective changes in sales volume and inflationary pressures impacting our business. These increases were offset partially by increased depreciation of $0.7 million, or 8.1%, as a result of capital investments made over the past twelve months in rental equipment including acquired fleet.

Adjusted EBITDA: Adjusted EBITDA increased $24.1 million, or 28.1%, to $109.9 million for the three months ended June 30, 2023 from $85.8 million for the three months ended June 30, 2022 and the margin expanded to 52.0% from 45.7% as a result of favorable pricing on units and on delivery and installation, and increased VAPS penetration. The increase in

Adjusted EBITDA was driven primarily by increased leasing gross profit as described above, partially offset by increased SG&A. SG&A, excluding discrete items, increased $2.2 million, or 4.2%, for the three months ended June 30, 2023, as compared to the three months ended June 30, 2022 driven primarily by an increase to the provision for credit losses and higher real estate costs.

Capital Expenditures for Rental Equipment: Purchases of rental equipment and refurbishments of $5.2 million for the three months ended June 30, 2023 were $29.1 million lower than the prior-year quarter driven by a reduction in new container purchases during 2023 given current utilization and the significant investments made in 2022.

Comparison of the Six Months Ended June 30, 2023 and 2022

(in thousands, except for units on rent and rates)	Six Months Ended June 30, 2023		
	Modular	Storage	Total
Revenue	$ 720,345	$ 427,212	$ 1,147,557
Gross profit	$ 338,075	$ 312,925	$ 651,000
Adjusted EBITDA from continuing operations	$ 288,407	$ 219,776	$ 508,183
Capital expenditures for rental equipment	$ 89,783	$ 12,555	$ 102,338
Average modular space units on rent	81,894	19,717	101,611
Average modular space utilization rate	66.0 %	63.8 %	65.6 %
Average modular space monthly rental rate	$ 1,074	$ 796	$ 1,020
Average portable storage units on rent	479	158,801	159,280
Average portable storage utilization rate	60.1 %	76.0 %	75.9 %
Average portable storage monthly rental rate	$ 227	$ 221	$ 221

(in thousands, except for units on rent and rates)	Six Months Ended June 30, 2022		
	Modular	Storage	Total
Revenue	$ 623,801	$ 350,260	$ 974,061
Gross profit	$ 269,209	$ 240,065	$ 509,274
Adjusted EBITDA from continuing operations	$ 222,410	$ 154,006	$ 376,416
Capital expenditures for rental equipment	$ 140,059	$ 54,453	$ 194,512
Average modular space units on rent	81,533	22,558	104,091
Average modular space utilization rate	67.3 %	73.8 %	68.6 %
Average modular space monthly rental rate	$ 917	$ 626	$ 854
Average portable storage units on rent	469	157,809	158,278
Average portable storage utilization rate	53.1 %	84.7 %	84.5 %
Average portable storage monthly rental rate	$ 186	$ 173	$ 173

Modular

Revenue: Total revenue increased $96.6 million, or 15.5%, to $720.4 million for the six months ended June 30, 2023 from $623.8 million for the six months ended June 30, 2022. The increase was primarily the result of a $85.6 million, or 18.4%, increase in leasing revenue and a $13.7 million, or 10.8%, increase in delivery and installation revenue. Average portable storage monthly rental rates increased 22.0% for the six months ended June 30, 2023 to $227 driven by our price management tools and processes and early benefits from increased VAPS penetration opportunities on our basic VAPS offerings, which began in the second quarter of 2022. Average modular space monthly rental rates increased 17.1% year-over-year to $1,074 driven primarily by increased pricing on new deliveries. Average units on rent also increased 361 units, or 0.4%.

Gross Profit: Gross profit increased $68.9 million, or 25.6%, to $338.1 million for the six months ended June 30, 2023 from $269.2 million for the six months ended June 30, 2022. The increase in gross profit was driven by higher leasing gross profit, which increased $61.5 million, or 18.2%, driven by improved pricing including VAPS, and a $9.2 million increase in delivery and installation gross profit. These increases in gross profit from leasing for the six months ended June 30, 2023 were further complemented by a $0.8 million increase in new unit sales gross profit, and slightly offset by a $1.8 million decrease in rental unit sales gross profit. Cost of leasing and services increased by $28.7 million, or 12.3%, for the six months ended June 30, 2023 versus the six months ended June 30, 2022, driven by a $9.9 million, or 29.9%, increase in material costs, a $11.1 million, or 14.7%, increase in labor costs, a $5.7 million, or 5.8%, increase in subcontractor costs, and a $1.9 million, or 7.4%, increase in vehicle, equipment and other costs. Cost of sales decreased by $1.7 million, or 9.6%, which is in line with expected costs to deliver decreased sales revenues of 8.3% for six months ended June 30, 2023, resulting in improved sales gross profit margins. The year over year changes in each of these cost components was consistent with historical trends and management's expectations given the respective change in sales volume and inflationary pressures impacting our business. Increases in gross profit were offset partially by a $0.7 million increase in depreciation of rental equipment related to capital investments made in our existing rental equipment including acquired fleet.

Adjusted EBITDA: Adjusted EBITDA increased $66.0 million, or 29.7%, to $288.4 million for the six months ended June 30, 2023 from $222.4 million for the six months ended June 30, 2022. The increase was driven by higher leasing gross profit discussed above. SG&A, excluding discrete items, increased $4.2 million, or 2.7%, for the six months ended June 30, 2023, as compared to the six months ended June 30, 2022 driven primarily by increased travel and training costs, higher real estate costs, and increased salaries, partially offset by lower variable compensation.

Capital Expenditures for Rental Equipment: Purchases of rental equipment and refurbishments decreased $50.3 million, or 35.9%, to $89.8 million for the six months ended June 30, 2023 from $140.1 million for the six months ended June 30, 2022.

Storage

Revenue: Total revenue increased $76.9 million, or 22.0%, to $427.2 million for the six months ended June 30, 2023 from $350.3 million for the six months ended June 30, 2022. The increase was primarily the result of a $65.8 million, or 24.1%, increase in leasing revenue and a $9.3 million, or 13.3%, increase in delivery and installation revenue. Sales revenues increased $1.8 million, or 25.4%. Average portable storage monthly rental rates increased 27.7% year-over-year for the six months ended June 30, 2023 to $221 driven by our price management tools and processes and early benefits from increased VAPS penetration opportunities on our basic VAPS offerings, which began in the second quarter of 2022. Average portable storage units on rent increased by 992 units, or 0.6%, year over year driven by unit growth in 2022. Average modular space monthly rental rates increased 27.2% year-over-year for the six months ended June 30, 2023 to $796 driven primarily by increased pricing on new deliveries; however, average units on rent decreased 12.6% driven by lower demand.

Gross Profit: Gross profit increased by $72.8 million, or 30.3%, to $312.9 million for the six months ended June 30, 2023 compared to $240.1 million for the six months ended June 30, 2022. Gross profit on leasing activity increased by $62.4 million year over year, or 27.0%, driven by increased pricing as described above. Delivery and installation gross profit increased $10.6 million, or 47.1%, driven by increased pricing ahead of inflationary cost increases. Sales gross profit decreased by $0.4 million to $2.1 million. Cost of leasing and services increased by $2.2 million, or 2.5%, for the six months ended June 30, 2023 versus the six months ended June 30, 2022, driven by a $3.8 million, or 11.3%, increase in labor costs and a $1.5 million, or 7.6%, increase in vehicle, equipment and other costs, partially offset by a $1.4 million, or 12.5%, decrease in material costs and a $1.7 million, or 6.7%, decrease in subcontractor costs. Cost of sales decreased by $0.2 million, or 4.6%, even as sales revenues increased $1.8 million, or 25.9%, driven by improved sales gross profit margins for six months ended June 30, 2023. These increases were offset partially by increased depreciation of $2.1 million, or 12.9%, as a result of capital investments made over the past twelve months in rental equipment including acquired fleet.

Adjusted EBITDA: Adjusted EBITDA increased $65.8 million, or 42.7%, to $219.8 million for the six months ended June 30, 2023 from $154.0 million for the six months ended June 30, 2022. The increase in Adjusted EBITDA was driven primarily by increased leasing gross profit as described above, partially offset by increased SG&A. SG&A, excluding discrete items, increased $8.0 million, or 7.7%, for the six months ended June 30, 2023, as compared to the six months ended June 30, 2022 driven primarily by increased travel and training costs, higher real estate costs, increased salaries, and an increase to the provision for credit losses, partially offset by lower variable compensation.

Capital Expenditures for Rental Equipment: Purchases of rental equipment and refurbishments of $12.6 million for the six months ended June 30, 2023 were $41.9 million lower than the prior-year quarter driven by a reduction in new container purchases during 2023 given current utilization and the significant investments made in 2022.

Other Non-GAAP Financial Data and Reconciliations

In addition to using GAAP financial measurements, we use certain non-GAAP financial measures to evaluate our operating results. As such, we include in this Quarterly Report on Form 10-Q reconciliations of non-GAAP financial measures to their most directly comparable GAAP financial measures. Set forth below are definitions and reconciliations to the nearest comparable GAAP measure of certain non-GAAP financial measures used in this Quarterly Report on Form 10-Q along with descriptions of why we believe these measures provide useful information to investors as well as a description of the limitations of these measures. Each of these non-GAAP financial measures has limitations as an analytical tool and should not be considered in isolation from, or as a substitute for analysis of, results reported under GAAP. Our measurements of these metrics may not be comparable to similarly titled measures of other companies.

Adjusted EBITDA

We define EBITDA as net income (loss) plus interest (income) expense, income tax expense (benefit), depreciation and amortization. Our adjusted EBITDA ("Adjusted EBITDA") reflects the following further adjustments to EBITDA to exclude certain non-cash items and the effect of what we consider transactions or events not related to our core business operations:

- Currency (gains) losses, net on monetary assets and liabilities denominated in foreign currencies other than the subsidiaries' functional currency.
- Goodwill and other impairment charges related to non-cash costs associated with impairment charges to goodwill, other intangibles, rental fleet and property, plant and equipment.
- Restructuring costs, lease impairment expense, and other related charges associated with restructuring plans designed to streamline operations and reduce costs including employee and lease termination costs.
- Transaction costs including legal and professional fees and other transaction specific related costs.
- Costs to integrate acquired companies, including outside professional fees, non-capitalized costs associated with system integrations, non-lease branch and fleet relocation expenses, employee training costs, and other costs required to realize cost or revenue synergies.
- Non-cash charges for stock compensation plans.
- Other expense, including consulting expenses related to certain one-time projects, financing costs not classified as interest expense, and gains and losses on disposals of property, plant, and equipment.

Our Chief Operating Decision Maker ("CODM") evaluates business segment performance utilizing Adjusted EBITDA as shown in the reconciliation of the Company's consolidated income from continuing operations to Adjusted EBITDA below. Management believes that evaluating segment performance excluding such items is meaningful because it provides insight with respect to the intrinsic and ongoing operating results of the Company and captures the business performance of the segments, inclusive of indirect costs.

Adjusted EBITDA has limitations as an analytical tool, and you should not consider the measure in isolation or as a substitute for net income (loss), cash flow from operations or other methods of analyzing WillScot Mobile Mini's results as reported under GAAP. Some of these limitations are:

- Adjusted EBITDA does not reflect changes in, or cash requirements for our working capital needs;
- Adjusted EBITDA does not reflect our interest expense, or the cash requirements necessary to service interest or principal payments, on our indebtedness;
- Adjusted EBITDA does not reflect our tax expense or the cash requirements to pay our taxes;
- Adjusted EBITDA does not reflect historical cash expenditures or future requirements for capital expenditures or contractual commitments;
- Adjusted EBITDA does not reflect the impact on earnings or changes resulting from matters that we consider not to be indicative of our future operations;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future and Adjusted EBITDA does not reflect any cash requirements for such replacements; and
- Other companies in our industry may calculate Adjusted EBITDA differently, limiting its usefulness as a comparative measure.

Because of these limitations, Adjusted EBITDA should not be considered as discretionary cash available to reinvest in the growth of our business or as a measure of cash that will be available to meet our obligations.

The following tables provide unaudited reconciliations of Income from continuing operations to Adjusted EBITDA:

(in thousands)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Income from continuing operations	$ 87,729	$ 60,099	$ 164,000	$ 99,147
Income tax expense from continuing operations	31,565	20,848	62,075	32,931
Interest expense	47,246	33,153	92,112	63,723
Depreciation and amortization	81,796	78,181	158,125	151,091
Currency losses (gains), net	14	(173)	6,789	(36)
Restructuring costs, lease impairment expense and other related charges (income)	—	(95)	22	168
Transaction costs	—	22	—	35
Integration costs	2,247	5,193	6,120	9,280
Stock compensation expense	9,348	9,128	17,498	15,401
Other	1,396	2,287	1,442	4,676
Adjusted EBITDA from continuing operations	$ 261,341	$ 208,643	$ 508,183	$ 376,416

Adjusted EBITDA Margin

We define Adjusted EBITDA Margin as Adjusted EBITDA divided by revenue. Management believes that the presentation of Adjusted EBITDA Margin provides useful information to investors regarding the performance of our business. The following table provides unaudited reconciliations of Adjusted EBITDA Margin:

(in thousands)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Adjusted EBITDA from continuing operations (A)	$ 261,341	$ 208,643	$ 508,183	$ 376,416
Revenue (B)	$ 582,089	$ 522,890	$ 1,147,557	$ 974,061
Adjusted EBITDA Margin from Continuing Operations (A/B)	44.9 %	39.9 %	44.3 %	38.6 %
Income from continuing operations (C)	$ 87,729	$ 60,099	$ 164,000	$ 99,147
Income from Continuing Operations Margin (C/B)	15.1 %	11.5 %	14.3 %	10.2 %

Adjusted Gross Profit and Adjusted Gross Profit Percentage

We define Adjusted Gross Profit as gross profit plus depreciation on rental equipment. Adjusted Gross Profit Percentage is defined as Adjusted Gross Profit divided by revenue. Adjusted Gross Profit and Adjusted Gross Profit Percentage are not measurements of our financial performance under GAAP and should not be considered as an alternative to gross profit, gross profit percentage, or other performance measures derived in accordance with GAAP. In addition, our measurement of Adjusted Gross Profit and Adjusted Gross Profit Percentage may not be comparable to similarly titled measures of other companies. Management believes that the presentation of Adjusted Gross Profit and Adjusted Gross Profit Percentage provides useful information to investors regarding our results of operations and assists in analyzing the performance of our business.

The following table provides unaudited reconciliations of gross profit to Adjusted Gross Profit and Adjusted Gross Profit Percentage:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2023	2022	2023	2022
Revenue (A)	$ 582,089	$ 522,890	$ 1,147,557	$ 974,061
Gross profit (B)	$ 327,872	$ 275,213	$ 651,000	$ 509,274
Depreciation of rental equipment	64,450	63,230	123,606	120,778
Adjusted Gross Profit (C)	$ 392,322	$ 338,443	$ 774,606	$ 630,052
Gross Profit Percentage (B/A)	56.3 %	52.6 %	56.7 %	52.3 %
Adjusted Gross Profit Percentage (C/A)	67.4 %	64.7 %	67.5 %	64.7 %

Net CAPEX

We define Net CAPEX as purchases of rental equipment and refurbishments and purchases of property, plant and equipment (collectively, "Total Capital Expenditures"), less proceeds from the sale of rental equipment and proceeds from the sale of property, plant and equipment (collectively, "Total Proceeds"), which are all included in cash flows from investing activities. Management believes that the presentation of Net CAPEX provides useful information regarding the net capital invested in our rental fleet and property, plant and equipment each year to assist in analyzing the performance of our business. As presented below, Net CAPEX includes amounts for the former Tank and Pump segment through September 30, 2022 and the former UK Storage Solutions segment through January 31, 2023.

The following tables provide unaudited reconciliations of Net CAPEX:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2023	2022	2023	2022
Total purchases of rental equipment and refurbishments	$ (55,581)	$ (130,153)	$ (102,709)	$ (225,389)
Total proceeds from sale of rental equipment	17,473	20,526	25,254	35,080
Net CAPEX for Rental Equipment	(38,108)	(109,627)	(77,455)	(190,309)
Purchase of property, plant and equipment	(4,453)	(9,772)	(11,189)	(20,253)
Proceeds from sale of property, plant and equipment	7	491	265	751
Net CAPEX	$ (42,554)	$ (118,908)	$ (88,379)	$ (209,811)

Liquidity and Capital Resources

Overview

WillScot Mobile Mini is a holding company that derives its operating cash flow from its operating subsidiaries. Our principal sources of liquidity include cash generated by operating activities from our subsidiaries, borrowings under our ABL Facility, and sales of equity and debt securities. We believe that our liquidity sources and operating cash flows are sufficient to address our operating, debt service and capital requirements over the next twelve months.

We have consistently accessed the debt and equity capital markets both opportunistically and as necessary to support the growth of our business, desired leverage levels, and other capital allocation priorities. We believe we have ample liquidity in the ABL Facility and are generating substantial free cash flow, which together support both organic operations and other capital allocation priorities as they arise.

We continue to review available acquisition opportunities with the awareness that any such acquisition may require us to incur additional debt to finance the acquisition and/or to issue shares of our Common Stock or other equity securities as acquisition consideration or as part of an overall financing plan. In addition, we will continue to evaluate alternatives to optimize our capital structure, which could include the issuance or repurchase of additional unsecured and secured debt, equity securities and/or equity-linked securities. There can be no assurance as to the timing of any such issuance or repurchase. If we obtain additional capital by issuing equity, the interests of our existing stockholders will be diluted. If we incur additional indebtedness, that indebtedness may contain significant financial and other covenants that may significantly restrict our operations. Availability of financing and the associated terms are inherently dependent on the debt and equity capital markets and subject to change. From time to time, we may also seek to streamline our capital structure and improve our financial position through refinancing or restructuring our existing debt or retiring certain of our securities for cash or other consideration.

Our revolving credit facility provides an aggregate principal amount of up to $3.7 billion, consisting of: (i) a senior secured asset-based US dollar revolving credit facility in the aggregate principal amount of $3.3 billion (the “US Facility”) and (ii) a $400.0 million senior secured asset-based multicurrency revolving credit facility (the "Multicurrency Facility," and together with the US Facility, the “ABL Facility”). Borrowing availability under the ABL Facility is equal to the lesser of $3.7 billion and the applicable borrowing bases. The borrowing bases are a function of, among other things, the value of the assets in the relevant collateral pool, of which our rental equipment represents the largest component. At June 30, 2023, we had $1.0 billion of available borrowing capacity under the ABL Facility.

Cash Flow Comparison of the Six Months Ended June 30, 2023 and 2022

Significant factors driving our liquidity include cash flows generated from operating activities and capital expenditures. Our ability to fund our capital needs will be affected by our ongoing ability to generate cash from operations and access to capital markets.

The consolidated statements of cash flows include amounts for the former Tank and Pump segment through September 30, 2022 and the former UK Storage Solutions segment through January 31, 2023. See Note 3 to the financial statements for disclosure of significant operating and investing items related to the former Tank and Pump and former UK Storage Solutions segments.

The following summarizes our change in cash and cash equivalents for the periods presented:

(in thousands)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Net cash provided by operating activities	$ 350,920	$ 333,853
Net cash provided by (used in) investing activities	158,477	(313,738)
Net cash used in financing activities	(520,257)	(20,802)
Effect of exchange rate changes on cash and cash equivalents	746	(306)
Net change in cash and cash equivalents	$ (10,114)	$ (993)

Cash Flows from Operating Activities

Cash provided by operating activities for the six months ended June 30, 2023 was $350.9 million as compared to $333.9 million for the six months ended June 30, 2022, an increase of $17.1 million. The increase was due to an increase of $60.9 million of net income, adjusted for non-cash items, partially offset by a decrease of $43.8 million in the net movements of the operating assets and liabilities.

Cash Flows from Investing Activities

Cash provided by investing activities for the six months ended June 30, 2023 was $158.5 million as compared to cash used in investing activities of $313.7 million for the six months ended June 30, 2022, an increase of $472.2 million in cash provided by investing activities. The increase in cash provided by investing activities was driven by proceeds of $404.0 million from the sale of discontinued operations, a $122.7 million decrease in cash used for the purchase of rental equipment and refurbishments, and a $9.1 million decrease in cash used for the purchase of property, plant and equipment. The increase was partially offset by a $45.5 million increase in cash used in acquisitions, net of cash acquired, a cash payment of $7.7 million for the settlement of the contingent foreign currency forward contract, and a $9.8 million decrease in proceeds from the sale of rental equipment.

Cash Flows from Financing Activities

Cash used in financing activities for the six months ended June 30, 2023 was $520.3 million as compared to $20.8 million for the six months ended June 30, 2022, a change of $499.5 million. The change was primarily due to a $547.1 million increase in repayments of borrowings and a $137.1 million increase in the repurchase of common stock partially offset by a $174.2 million increase in receipts from borrowings.

Free Cash Flow

Free Cash Flow is a non-GAAP measure. We define Free Cash Flow as net cash provided by operating activities, less purchases of, and proceeds from, rental equipment and property, plant and equipment, which are all included in cash flows from investing activities. Management believes that the presentation of Free Cash Flow provides useful additional information concerning cash flow available to fund our capital allocation alternatives. The following table provides a reconciliation of net cash provided by operating activities to Free Cash Flow.

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2023	2022	2023	2022
Net cash provided by operating activities	$ 202,155	$ 188,326	$ 350,920	$ 333,853
Purchase of rental equipment and refurbishments	(55,581)	(130,153)	(102,709)	(225,389)
Proceeds from sale of rental equipment	17,473	20,526	25,254	35,080
Purchase of property, plant and equipment	(4,453)	(9,772)	(11,189)	(20,253)
Proceeds from the sale of property, plant and equipment	7	491	265	751
Free Cash Flow	$ 159,601	$ 69,418	$ 262,541	$ 124,042

Free Cash Flow for the six months ended June 30, 2023 was $262.5 million as compared to $124.0 million for the six months ended June 30, 2022, an increase of $138.5 million. Free Cash Flow increased year over year principally as a result of the $17.1 million increase in cash provided by operating activities and the $122.7 million decrease in cash used in the purchase of rental equipment and refurbishments, partially offset by the $9.8 million decrease in proceeds from the sale of rental equipment. The $350.9 million in cash provided by operating activities for the three months ended June 30, 2023 was returned to shareholders through repurchases and cancellations of $456.3 million of stock and reinvested into the business to support the purchase of rental equipment, including VAPS, and refurbishments.

Material cash requirements

The Company's material cash requirements include the following contractual and other obligations:

Debt

The Company has outstanding debt related to its ABL Facility, 2025 Secured Notes, 2028 Secured Notes and finance leases, including interest, totaling $3.0 billion as of June 30, 2023, $14.0 million of which is obligated to be repaid within the next twelve months. Refer to Note 9 for further information regarding outstanding debt.

Operating leases

The Company has commitments for future minimum rental payments relating to operating leases, which are primarily for equipment and office space. As of June 30, 2023, the Company had lease obligations of $276.4 million, with $63.7 million payable within the next twelve months.

In addition to the cash requirements described above, the Company has a share repurchase program authorized by the Board of Directors, which allows the Company to repurchase up to $1.0 billion of outstanding shares of Common Stock and equivalents. This program does not obligate the Company to repurchase any specific amount of shares. As of June 30, 2023, $854.1 million of the approved share repurchase pool remained available.

The Company believes its cash, cash flows generated from ongoing operations, and continued access to its revolving credit facility as well as access to debt markets are sufficient to satisfy its currently anticipated cash requirements over the next twelve months.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition, results of operations, liquidity and capital resources is based on our condensed consolidated financial statements, which have been prepared in accordance with GAAP. GAAP requires that we make estimates and judgments that affect the reported amount of assets, liabilities, revenue, expenses and the related disclosure of contingent assets and liabilities. We base these estimates on historical experience and on various other assumptions that we consider reasonable under the circumstances and reevaluate our estimates and judgments as appropriate. The actual results experienced by us may differ materially and adversely from our estimates. For a complete discussion of our significant critical accounting policies, see the "Critical Accounting Policies and Estimates" section in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2022 (the "2022 Annual Report on Form 10-K").

There were no significant changes to our critical accounting policies during the six months ended June 30, 2023.

Recently Issued Accounting Standards

Refer to Part I, Item 1, Note 1 of the notes to our financial statements included in this Quarterly Report on Form 10-Q for our assessment of recently issued and adopted accounting standards.

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the US Private Securities Litigation Reform Act of 1995 and Section 21E of the Securities Act of 1934, as amended. The words “estimates,” “expects,” “anticipates,” “believes,” “forecasts,” “plans,” “intends,” “may,” “will,” “should,” “shall,” “outlook,” “guidance” and variations of these words and similar expressions identify forward-looking statements, which are generally not historical in nature and relate to expectations for future financial performance or business strategies or objectives. Forward-looking statements are subject to a number of risks, uncertainties, assumptions and other important factors, many of which are outside our control, which could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Although WillScot Mobile Mini believes that these forward-looking statements are based on reasonable assumptions, it can give no assurance that any such forward-looking statement will materialize. Important factors that may affect actual results or outcomes include, among others:

- various laws and regulations and recent pronouncements related to laws and regulations governing antitrust, climate related disclosures, cybersecurity, privacy, government contracts, anti-corruption and the environment;
- our ability to successfully acquire and integrate new operations;
- the effect of global or local economic conditions in the industries and markets in which the Company operates and any changes therein, including financial market conditions and levels of end market demand;
- risks associated with cybersecurity and IT systems disruptions, including our ability to manage the business in the event a disaster shuts down our management information systems;
- trade policies and changes in trade policies, including the imposition of tariffs, their enforcement and downstream consequences;
- our ability to effectively compete in the modular space and portable storage industries;
- our ability to effectively manage our credit risk, collect on our accounts receivable, or recover our rental equipment;
- fluctuations in interest rates and commodity prices;
- risks associated with labor relations, labor costs and labor disruptions;
- changes in the competitive environment of our customer base as a result of the global, national or local economic climate in which they operate and/or economic or financial disruptions to their industry;
- our ability to adequately protect our intellectual property and other proprietary rights that are material to our business;
- natural disasters and other business disruptions such as pandemics, fires, floods, hurricanes, earthquakes and terrorism;
- our ability to establish and maintain the appropriate physical presence in our markets;
- property, casualty or other losses not covered by our insurance;
- our ability to close our unit sales transactions;
- our ability to maintain an effective system of internal controls and accurately report our financial results;
- evolving public disclosure, financial reporting and corporate governance expectations;
- our ability to achieve our environmental, social and governance goals;
- operational, economic, political and regulatory risks;
- effective management of our rental equipment;
- the effect of changes in state building codes on our ability to remarket our buildings;
- foreign currency exchange rate exposure;
- significant increases in the costs and restrictions on the availability of raw materials and labor;
- fluctuations in fuel costs or a reduction in fuel supplies;
- our reliance on third party manufacturers and suppliers;
- impairment of our goodwill, intangible assets and indefinite-life intangible assets;
- our ability to use our net operating loss carryforwards and other tax attributes;
- our ability to recognize deferred tax assets such as those related to our tax loss carryforwards and, as a result, utilize future tax savings;
- unanticipated changes in tax obligations, adoption of a new tax legislation, or exposure to additional income tax liabilities;

- our ability to access the capital and credit markets or the ability of key counterparties to perform their obligations to us;
- our ability to service our debt and operate our business;
- our ability to incur significant additional amounts of debt, which could further exacerbate the risks associated with our substantial indebtedness;
- covenants that limit our operating and financial flexibility;
- our stock price volatility; and
- such other risks and uncertainties described in the periodic reports we file with the SEC from time to time (including our 2022 Annual Report on Form 10-K), which are available through the SEC's EDGAR system at www.sec.gov and on our website.

Any forward-looking statement speaks only at the date which it is made, and WillScot Mobile Mini undertakes no obligation, and disclaims any obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

ITEM 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to certain market risks from changes in foreign currency exchange rates and interest rates. Changes in these factors cause fluctuations in our earnings and cash flows. We evaluate and manage exposure to these market risks as follows:

Interest Rate Risk

We are primarily exposed to interest rate risk through our ABL Facility, which bears interest at variable rates. We had $2.0 billion in outstanding principal under the ABL Facility at June 30, 2023.

To manage interest rate risk, in January 2023, we executed interest rate swap agreements relating to an aggregate of $750.0 million in notional amount of variable-rate debt under our ABL Facility. The swap agreements provide for us to pay a weighted average effective fixed interest rate of 3.44% per annum and receive a variable interest rate equal to one-month term SOFR, with maturity dates of June 30, 2027. The swap agreements were designated and qualified as hedges of the Company's exposure to changes in interest payment cash flows created by fluctuations in variable interest rates on our ABL Facility.

An increase in interest rates by 100 basis points on our ABL Facility, inclusive of the impact of our interest rate swaps, would increase our quarter to date interest expense by approximately $12.2 million based on current outstanding borrowings.

Foreign Currency Risk

We currently generate approximately 94% of our consolidated net revenues in the US, and the reporting currency for our consolidated financial statements is the US dollar. However, we are exposed to currency risk through our operations in Canada and Mexico. For the operations outside the US, we bill customers primarily in their local currency, which is subject to foreign currency rate changes. As our net revenues and expenses generated outside of the US increase, our results of operations could be adversely impacted by changes in foreign currency exchange rates. Since we recognize foreign revenues in local foreign currencies, if the US dollar strengthens, it could have a negative impact on our foreign revenues upon translation of those results into the US dollar for consolidation into our financial statements.

In addition, we are exposed to gains and losses resulting from fluctuations in foreign currency exchange rates on transactions generated by our foreign subsidiaries in currencies other than their local currencies. These gains and losses are primarily driven by intercompany transactions and rental equipment purchases denominated in currencies other than the functional currency of the purchasing entity. These exposures are included in currency (gains) losses, net, on the consolidated statements of operations. To date, we have not entered into any hedging arrangements with respect to foreign currency risk.

ITEM 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 as amended (the "Exchange Act"), as of June 30, 2023. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2023.

Changes in Internal Controls

There were no changes in our internal control over financial reporting that occurred during our quarter ended June 30, 2023 that materially affected or are reasonably likely to materially affect, our internal control over financial reporting.

PART II

ITEM 1. Legal Proceedings

The Company is involved in various lawsuits, claims and legal proceedings that arise in the ordinary course of business. The Company assesses these matters on a case-by-case basis as they arise and establishes reserves as required. As of June 30, 2023, with respect to these outstanding matters, the Company believes that the amount or range of reasonably possible loss will not, either individually or in the aggregate, have a material adverse effect on the consolidated financial position, results of operations, or cash flows of the Company. However, the outcome of such matters is inherently unpredictable and subject to significant uncertainties.

ITEM 1A. Risk Factors

The Company's financial position, results of operations and cash flows are subject to various risks, many of which are not exclusively within the Company's control, which may cause actual performance to differ materially from historical or projected future performance. In addition to the other information set forth in this report, you should carefully consider the risk factors discussed in Item 1A. of our 2022 Annual Report on Form 10-K, which have not materially changed.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table summarizes our purchase of Common Stock during the second quarter of 2023. No stock equivalents were purchased by the Company during the second quarter of 2023.

Period	Total Number of Shares and Equivalents Purchased (in thousands)	Average Price Paid per Share	Total Number of Shares and Equivalents Purchased as part of Publicly Announced Plan (in thousands)	Maximum Dollar Value of Shares and Equivalents that May Yet Be Purchased Under the Plans (in millions)
April 1, 2023 to April 30, 2023	2,187.4	$ 42.60	2,187.4	$ 321.9
May 1, 2023 to May 31, 2023	1,863.8	$ 44.48	1,863.8	$ 917.1
June 30, 2023 to June 30, 2023	1,354.8	$ 46.47	1,354.8	$ 854.1
Total	5,406.0	$ 44.22	5,406.0	

A share repurchase program authorizes the Company to repurchase its outstanding shares of Common Stock and equivalents. In May 2023, the Board of Directors approved an increase to the share repurchase program authorizing the Company to repurchase up to $1.0 billion of its outstanding shares of Common Stock and equivalents. As of June 30, 2023, $854.1 million of the $1.0 billion share repurchase authorization remained available for use.

ITEM 3. Defaults Upon Senior Securities

None.

ITEM 4. Mine Safety Disclosures

Not applicable.

ITEM 5. Other Information

During the three months ended June 30, 2023, no director or Section 16 officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

ITEM 6. Exhibits

Exhibit No.	Exhibit Description
10.1*	Employment Agreement with Felicia Gorcyca dated June 26, 2023
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104*	Inline XBRL for the cover page of this Quarterly Report on Form 10-Q, included in the Exhibit 101 Inline XBRL Document Set.

* Filed herewith

** Furnished (and not filed) herewith pursuant to Item 601(b)(32)(ii) of Regulation S-K under the Exchange Act

Signature

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

WillScot Mobile Mini Holdings Corp.

		By:	/s/ TIMOTHY D. BOSWELL
Dated:	August 3, 2023		Timothy D. Boswell
			President & Chief Financial Officer *(Principal Financial Officer and Duly Authorized Signing Officer)*

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between WillScot Mobile Mini Holdings Corp., a Delaware corporation (the "Employer"), and Felicia Gorcyca, an individual (the "Executive").

WHEREAS, the Employer desires to employ the Executive on the terms and conditions set forth in this Agreement; and

WHEREAS, the Executive desires to be employed by the Employer on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Employment Agreement. On the terms and conditions set forth in this Agreement, the Employer agrees to employ the Executive and the Executive agrees to be employed by the Employer for the Employment Period set forth in Section 2 and in the positions and with the duties set forth in Section 3. Terms used herein with initial capitalization not otherwise defined are defined in Section 25. This Agreement shall become effective June 26, 2023 (the "Effective Date").

2. Term. The initial term of employment under this Agreement shall commence on the Effective Date and extend until five (5) years from the Effective Date (the "Initial Term"). The term of employment shall be automatically extended for an additional consecutive 12-month period (the "Extended Term") on the last day of the Initial Term and each subsequent anniversary thereof, unless and until the Employer or Executive provides written notice to the other party in accordance with Section 10 hereof not less than 90 days before such anniversary date that such party is electing not to extend the term of employment under this Agreement ("Non-Renewal"), in which case the term of employment hereunder shall end as of the end of such Initial Term or Extended Term, as the case may be, unless sooner terminated as hereinafter set forth. Such Initial Term and all such Extended Terms are collectively referred to herein as the "Employment Period." Anything herein to the contrary notwithstanding, if on the date of a Change in Control the remaining term of the Employment Period is less than 12 months, the Employment Period shall be automatically extended to the end of the 12-month period following such Change in Control, and the extension and renewal provisions in this Section 2 shall apply with regard to the last day of the Employment Period as extended by this sentence and on each subsequent anniversary thereof.

3. Position and Duties. During the Employment Period the Executive shall serve as Executive Vice President and Chief Human Resources Officer. In such capacities, the Executive shall report to the Chief Executive Officer and shall have the duties, responsibilities and authorities customarily associated with such position(s) in a company the size and nature of the Employer. The Executive shall devote the Executive's reasonable best efforts and full business time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Employer; provided that, the Executive may serve on civic, charitable, educational, religious, public interest or public service boards, and manage the Executive's personal and family investments, in each case, to the extent such activities do not materially interfere with the performance of the Executive's duties and responsibilities hereunder.

4. Place of Performance. The Executive shall be based primarily at the Employer's executive headquarters, in Phoenix, Arizona.

5. Compensation and Benefits.

(a) Base Salary. During the Employment Period, the Employer shall pay to the Executive a base salary (the "Base Salary") at the rate of no less than $450,000 per calendar year, less applicable deductions, and prorated for any partial year. The Base Salary shall be reviewed for increase by the Employer no less frequently than annually, and shall be increased in the discretion of the Employer and any such adjusted Base Salary shall constitute the "Base Salary" for purposes of this Agreement. The Base Salary shall be paid in substantially equal installments in accordance with the Employer's regular payroll procedures. The Executive's Base Salary may not be decreased during the Employment Period.

(b) Annual Bonus. For each fiscal year of the Employer ending during the Employment Period, the Executive shall be eligible to earn an annual cash performance bonus (an "Annual Bonus") based on performance against performance criteria determined by the Compensation Committee of the Board (the "Committee"). The Executive's annual target bonus opportunity for each fiscal year shall equal 75% of the Executive's Base Salary (the "Target Bonus"). The Executive's Annual Bonus for a fiscal year shall be determined by the Committee after the end of the applicable bonus period and shall be paid to the Executive when annual bonuses for that year are paid to other senior executives of the Employer generally.

(c) Long Term Incentive Equity.

(i) Annual Award. With respect to each fiscal year of the Employer ending during the Employment Period, the Executive shall be eligible to receive annual equity awards under the WillScot Mobile Mini Holdings Corp. 2020 Incentive Award Plan or other long-term equity incentive plan of the Employer then in effect (the "Plan"), 70% of which shall be in the form of performance-based restricted stock units ("PSUs") vesting over three years and 30% in the form of restricted stock units ("RSUs") vesting ratably over four years. The level of the Executive's participation in the Plan, if any, shall be determined in the discretion of the Committee from time to time. The target grant value of this annual award is $750,000, but the actual value of any grant may be higher or lower based on Committee discretion. Terms and conditions of such awards shall be governed by the terms and conditions of the Plan and the applicable award agreements. For the avoidance of doubt, the first grant to the Executive under this Section 5(c)(i), with respect to the fiscal year ended December 31, 2023, shall be granted as soon as practicable following the filing of the Employer's Form 10-K for the 2023 and in any event, is anticipated to occur during 2024.

(ii) Executive New Hire Bonus. The Employer shall recommend to the Committee that the Executive receive an executive new hire bonus in the form of PSUs (the "New Hire Bonus"), granted in two equal tranches (each, a "Bonus Tranche") coincidental with the Company's 2024 and 2025 annual grant cycles, expected to occur following the filing of, for the 2024 annual grant cycle, 4Q2023 and FY2023 results and, for the 2025 annual grant cycle, 4Q2024 and FY2024 results. The aggregate target grant value of the New Hire Bonus shall be $750,000, and each Bonus Tranche shall consist of a number of PSUs equal to the greater of (a) $375,000 divided by the closing stock price on the date of grant or (b) $375,000 divided by $45.90, in either case, rounded to the nearest 5 shares.

(d) Vacation. During the Employment Period, the Executive shall be entitled to four (4) weeks' vacation annually to be used in accordance with the Employer's applicable vacation policy.

(e) Benefits. During the Employment Period, the Employer shall provide to the Executive employee benefits and perquisites on a basis that is comparable in all material respects to that provided to other similarly situated executives of the Employer. The Employer shall have the right to change insurance carriers and to adopt, amend, terminate or modify employee benefit plans and arrangements at any time and without the consent of the Executive.

6. Expenses. The Executive is expected and is authorized to incur reasonable expenses in the performance of the Executive's duties hereunder. The Employer shall reimburse the Executive for all such expenses reasonably and actually incurred in accordance with policies which may be adopted from time to time by the Employer promptly upon periodic presentation by the Executive of an itemized account, including reasonable substantiation, of such expenses.

7. Confidentiality, Non-Disclosure and Non-Competition Agreement. The Employer and the Executive acknowledge and agree that during the Executive's employment with the Employer, the Executive will have access to and may assist in developing Employer Confidential Information and will occupy a position of trust and confidence with respect to the Employer's affairs and business and the affairs and business of the Employer Affiliates. The Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Employer Confidential Information and to protect the Employer and the Employer Affiliates against harmful solicitation of employees and customers, harmful competition and other actions by the Executive that may result in serious adverse consequences for the Employer and the Employer Affiliates:

(a) Non-Disclosure. During and after the Executive's employment with the Employer, the Executive will not knowingly use, disclose or transfer any Employer Confidential Information other than as authorized in writing by the Employer or within the scope of the Executive's duties with the Employer as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the provisions of this Section 7(a) shall not apply when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order the Executive to disclose or make accessible any information or as to information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 7(a).

(b) Materials. The Executive will not remove any Employer Confidential Information or any other property of the Employer or any Employer Affiliate from the Employer's premises or make copies of such materials except for normal and customary use in the Employer's business as determined reasonably and in good faith by the Executive. The Executive will return to the Employer all Employer Confidential Information and copies thereof and all other property of the Employer or any Employer Affiliate at any time upon the request of the Employer and in any event promptly after termination of Executive's employment. The Executive agrees to attempt in good faith to identify and return to the Employer any copies of any Employer Confidential Information after the Executive ceases to be employed by the Employer. Anything to the contrary notwithstanding, nothing in this Section 7 shall prevent the Executive from retaining a home computer, papers and other materials of a personal nature that do not contain Employer Confidential Information.

(c) No Solicitation or Hiring of Employees. During the Non-Compete Period, the Executive shall not solicit, entice, persuade or induce any individual who is employed by the Employer or any Employer Affiliate (or who was so employed within 180 days prior to the Executive's action) to terminate or refrain from continuing such employment or to become employed by or enter into contractual relations with any other individual or entity, and the Executive shall not hire, directly or indirectly, as an employee, consultant or otherwise, any such person.

(d) Non-Competition.

(i) During the Non-Compete Period, the Executive shall not, directly or indirectly, (A) solicit or encourage any client or customer of the Employer or any direct or indirect subsidiary of the Employer, or any person or entity who was such a client or customer within 180 days prior to Executive's action to terminate, reduce or alter in a manner adverse to the Employer or any direct or indirect subsidiary of the Employer, any existing business arrangements with the Employer or any direct or indirect subsidiary of the Employer or to transfer existing business from the Employer or any direct or indirect subsidiary of the Employer to any other person or entity, (B) provide services in any capacity to any entity in any geographic area in which the Employer or any direct or indirect subsidiary of the Employer conducts that business, or is actively planning to conduct that business, as of the date of such termination (the "Non-Competition Area") if (i) the entity competes with the Employer or any direct or indirect subsidiary of the Employer by engaging in the Business, or (ii) the services to be provided by the Executive are competitive with the Business and substantially similar to those previously provided by the Executive to the Employer, or (C) own an interest in any entity, including those described in Section 7(d)(i)(B)(i) immediately above. The Executive agrees that, before providing services, whether as an employee or consultant, to any entity during the Non-Compete Period, the Executive will provide a copy of this Section 7 of this Agreement to such entity. The Executive acknowledges that this covenant has a unique, very substantial and immeasurable value to the Employer, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages may be an insufficient remedy for the Employer and equitable enforcement of the covenant may be proper.

(ii) If the restrictions contained in Section 7(d)(i) shall be determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too great a period of time or over too great a geographical area or by reason of their being too extensive in any other respect, Section 7(d)(i) shall be modified to be effective for the maximum period of time for which it may be enforceable and over the maximum geographical area as to which it may be enforceable and to the maximum extent in all other respects as to which it may be enforceable.

(e) Enforcement. The Executive acknowledges that in the event of any breach of this Section 7, the business interests of the Employer and the Employer Affiliates could be irreparably injured, the full extent of the damages to the Employer and the Employer Affiliates may be impossible to ascertain, monetary damages may not be an adequate remedy for the Employer and the Employer Affiliates, and the Employer will be entitled to seek to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief, without the necessity of posting bond or security, which the Executive expressly waives. The Executive understands that the Employer may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Employer's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement. In signing this Agreement, the Executive gives the Employer assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Employer and the Employer Affiliates and their Confidential Information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. It is also agreed that each of the Employer Affiliates will have the right to enforce all of the Executive's obligations to that affiliate under this Agreement.

8. Termination of Employment.

(a) Permitted Terminations. The Executive's employment hereunder may be terminated during the Employment Period under the following circumstances:

(i) Death. The Executive's employment hereunder shall terminate automatically upon the Executive's death;

(ii) By the Employer. The Employer may terminate the Executive's employment:

(A) Disability. If the Executive shall have been substantially unable to perform the Executive's material duties hereunder by reason of illness, physical or mental disability or other similar incapacity, which inability shall continue for 180 consecutive days or 270 days in any 24-month period (a "Disability") (provided, that until such termination, the Executive shall continue to receive the Executive's compensation and benefits hereunder, reduced by any benefits payable to the Executive under any applicable disability insurance policy or plan); or

(B) Cause. For Cause or without Cause;

(iii) By the Executive. The Executive may terminate the Executive's employment for any reason (including Good Reason) or for no reason.

(b) Termination. Any termination of the Executive's employment by the Employer or the Executive (other than because of the Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 10 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon, if any, and set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. Termination of the Executive's employment shall take effect on the Date of Termination.

The Executive agrees, in the event of any dispute under Section 8(a)(ii)(A) as to whether a Disability exists, and if requested by the Employer, to submit to a physical examination by a licensed physician selected by mutual consent of the Employer and the Executive, the cost of such examination to be paid by the Employer. The written medical opinion of such physician shall be conclusive and binding upon each of the parties hereto as to whether a Disability exists and the date when such Disability arose. This Section shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws. For the purposes of this Agreement, a voluntary termination by the Executive upon the expiration of the Employment Period due to delivery of a non-renewal notice by the Employer pursuant to Section 2 shall be treated as a termination by the Employer without Cause.

9. Compensation Upon Termination.

(a) Disability. If the Employer terminates the Executive's employment during the Employment Period because of the Executive's Disability pursuant to Section 8(a)(ii)(A), the Employer shall pay to the Executive (i) the Accrued Benefits; (ii) a pro rata portion (based on the number of days during the applicable fiscal period prior to the Date of Termination) of the Annual Bonus the Executive would have earned absent such termination, with such payment to be made based on actual performance and at the time bonus payments are made to executives of the Employer generally; (iii) any outstanding equity awards granted pursuant to Sections 5(c)(i)-(ii) that are subject solely to time-based vesting conditions shall immediately vest in full and any outstanding equity awards that are subject to performance-based vesting conditions shall vest based on target performance for the applicable performance period in which termination occurs; and (iv) the Executive shall be entitled to additional payments payable in equal installments in accordance with the Employer's normal payroll practices, equal to the total costs that would be incurred by the Executive to obtain and pay for continued coverage under the Employer's health insurance plans pursuant to COBRA for 12 months following the Date of Termination (the "Continued Coverage Payment"). Except as set forth herein, the Employer shall have no further obligation to the Executive under this Agreement.

(b) Death. If the Executive's employment is terminated during the Employment Period as a result of the Executive's death, the Employer shall pay to the Executive's legal representative or estate, and the Executive's legal representative or estate shall be entitled to, as applicable, (i) the amounts and the acceleration of outstanding equity awards set forth in Section 9(a)(i)-(iii) (but excluding, for the avoidance of doubt, the Continued Coverage Payment under clause (iv)); and (ii) one times the Executive's Base Salary at the time of termination, payable in a lump sum. Except as set forth herein, the Employer shall have no further obligation to the Executive under this Agreement.

(c) Termination by the Employer for Cause or by the Executive without Good Reason. If, during the Employment Period, the Employer terminates the Executive's employment for Cause pursuant to Section 8(a)(ii)(B) or the Executive terminates the Executive's employment without Good Reason, the Employer shall pay to the Executive the Accrued Benefits. Except as set forth herein, the Employer shall have no further obligations to the Executive under this Agreement.

(d) Termination by the Employer without Cause or by the Executive with Good Reason. Subject to Section 9(e), if the Employer terminates the Executive's employment during the Employment Period for a reason other than for Cause or if the Executive terminates the Executive's employment hereunder with Good Reason, (i) the Employer shall pay the Executive (A) the Accrued Benefits, (B) a pro rata portion (based on the number of days during the applicable fiscal period prior to the Date of Termination) of the Annual Bonus the Executive would have earned absent such termination, with such payment to be made based on actual performance and at the time bonus payments are made to executives of the Employer generally, (C) a lump sum equal to 1x the Executive's Target Annual Bonus for the year of termination, and (D) continued Base Salary for (i) 12 months following the Date of Termination in the case of Good Reason or (ii) 18 months following the Date of Termination in the case of termination without cause (in each applicable case, the "Severance Period") payable in equal installments in accordance with the Employer's normal payroll practices (the "Cash Severance Payment"); (ii) any outstanding equity awards granted pursuant to Sections 5(c)(i)-(ii) of this Agreement shall continue to vest during the Severance Period; and (iii) the Executive shall be entitled to the Continued Coverage Payment (collectively, the "Severance Benefits").

(e) Change in Control.

(i) Section 9(e)(ii) shall apply if there is (A) a termination of the Executive's employment by the Employer for a reason other than for Cause or due to the Executive's Disability or by the Executive for Good Reason during the 12-month period after a Change in Control; or (B) a termination of the Executive's employment by the Employer for a reason other than for Cause or due to the Executive's Disability prior to a Change in Control, if the termination was at the request of a third party or otherwise arose in anticipation of a Change in Control (a termination described in either clause (A) or clause (B), a "CIC Termination").

(ii) If any such CIC Termination occurs, the Executive shall receive the benefits set forth in Section 9(d)(i), including for the avoidance of doubt, the accelerated vesting of the Executive's outstanding equity awards, except that (A) if such Change in Control is a "change in control event" under Section 409A of the Code (a "Qualifying CIC"), shall be paid in a lump sum; (B) the Continued Coverage Payment shall be equal to the total costs that would be incurred by the Executive to obtain and pay for continued coverage under the Employer's health insurance plans for 18 months following the CIC Termination and shall be paid in a lump sum; and (C) any outstanding equity awards granted pursuant to Sections 5(c)(i)-(ii) shall immediately vest in full upon a CIC Termination (without regard to any time-based or performance-based vesting conditions). To the extent the Executive's CIC Termination is described in Section 9(e)(i)(B) and the Change in Control is a Qualifying CIC, the incremental Cash Severance Payment and any unpaid Cash Severance Payment shall be paid in a lump sum.

(f) Release of Claims. As a condition to receiving the Severance Benefits, the Executive and the Company must execute a release of claims substantially in the form attached hereto as Exhibit A (the "Release"). To be eligible for Severance Benefits, the Executive must execute and deliver the Release, and such Release must become irrevocable, within 60 days of the Date of Termination. The Cash Severance Payment shall be made, and the continuing health insurance coverage shall commence, promptly after the Release becomes irrevocable; provided that to the extent the 60-day period spans two calendar years and to the extent required to comply with Code Section 409A, such payments shall be made or commence, as applicable, on the 60th day following the Date of Termination.

(g) No Offset. In the event of termination of the Executive's employment, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to the Executive on account of any remuneration or benefits provided by any subsequent employment the Executive may obtain. The Employer's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Employer or any Employer Affiliate may have against the Executive for any reason.

10. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission addressed as follows:

(i) If to the Employer:

WillScot Mobile Mini Holdings Corp.
4646 E Van Buren St #400
Phoenix, AZ 85008
Attn: General Counsel & Secretary

(ii) If to the Executive:

Felicia Gorcyca
To the address on file for Felicia Gorcyca with the Employer

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

11. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

12. Effect on Other Agreements. The provisions of this Agreement shall supersede the terms of any plan, policy, agreement, award or other arrangement of the Employer (whether entered into before or after the date hereof) to the extent application of the terms of this Agreement is more favorable to the Executive.

13. Survival. It is the express intention and agreement of the parties hereto that the provisions of Sections 7, 9, 10, 14, 15, 17, 18, 20, 21, 23 and 24 hereof and this Section 13 shall survive the termination of employment of the Executive. In addition, all obligations of the Employer to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

14. Assignment. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (i) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder and (ii) the rights and obligations of the Employer hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Employer or similar transaction involving the Employer or a successor corporation. The Employer shall require any successor to the Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform it if no such succession had taken place.

15. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

16. Amendment; Waiver. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the party against whom enforcement is sought. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

17. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

18. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply). In the event of a dispute concerning or arising out of this Agreement the prevailing party (meaning the party who received substantially all of the relief sought) in such action will be reimbursed by the other party for all costs (including, without limitation, reasonable attorneys' fees) incurred in connection with any such action.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter hereof.

20. Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument. This Agreement may be executed using a secure electronic signature program (such as Docusign), which shall be deemed to constitute original signatures.

21. Withholding. The Employer may withhold from any benefit payment under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling; provided that any withholding obligation arising in connection with the exercise of a stock option or the transfer of stock or other property shall be satisfied through withholding an appropriate number of shares of stock or appropriate amount of such other property.

22. Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Employer (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A and the Employer concurs with such belief or the Employer (without any obligation whatsoever to do so) independently makes such determination, the Employer shall, after consulting with the Executive, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Employer of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Employer be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A or damages for failing to comply with Code Section 409A. With respect to any payment or benefit considered to be nonqualified deferred compensation under Code Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered nonqualified deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (B) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 22 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Code Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in

which such expenses were incurred by the Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. For purposes of Code Section 409A, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Employer. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

23. Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Employer or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 23 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes. The calculation shall take into consideration all available exemptions, including to what extent (if any) to what extent (if any) such payment or benefits or portions thereof may properly be treated as "reasonable compensation for personal services rendered" by the Executive before, or after, the Change of Control, within the meaning of Code Section 280G(b)(4) and the regulations issued thereunder, including, without limitation, the valuation of the Executive's obligations under Section 7 hereof and any other covenants to refrain from performing services.

(b) The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code, and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

(c) Any determination required under this Section 23 shall be made in writing in good faith by an independent accounting firm selected by the Employer that is reasonably acceptable to the Executive (the "Accountants") which shall provide detailed supporting calculations to the Employer and the Executive as requested by the Employer or the Executive. The Employer and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 23. For purposes of making the calculations and determinations required by this Section 23, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Employer and the Executive. The Employer shall be responsible for all reasonable and customary fees and expenses incurred by the Accountants in connection with the calculations required by this Section 23.

24. Indemnification. Employer hereby agrees to indemnify the Executive and provide Directors & Officers Liability Insurance ("D&O Insurance") coverage to the Executive, in each case, on terms and conditions no less favorable than those provided to other similarly situated executive officers.

25. Contingent Offer. The Executive agrees and understands that employment with the Employer, and the effectiveness of this Agreement, is contingent upon the occurrence of the following, to the satisfaction of the Employer in its sole discretion:

(a) The Executive's satisfactory completion of drug screening test on or prior to the Effective Date;

(b) Verification of the Executive's right to work in the United States, as demonstrated by the Executive's completion of an I-9 form and submission of acceptable documentation (as noted on the I-9 form) verifying the Executive's identity and work authorization within three days of the Effective Date; and

(c) The Executive's satisfactory completion of a background screening process.

26. Definitions.

"Accrued Benefits" means (i) Base Salary through the Date of Termination; (ii) accrued and unused vacation pay; (iii) any earned but unpaid Annual Bonus; (iv) any amounts owing to the Executive for reimbursement of expenses properly incurred by the Executive prior to the Date of Termination and which are reimbursable in accordance with Section 6; and (v) any other benefits or amounts due and owing to the Executive under the terms of any plan, program or arrangement of the Employer. Amounts payable pursuant to the clauses (i) – (iii) shall be paid promptly after the Date of Termination and all other amounts will be paid in accordance with the terms of the applicable plan, program or arrangement (as modified by this Agreement).

"Board" means the Board of Directors of the Employer.

"Business" means the provision of (i) specialty rental services providing innovative modular space and portable storage solutions across North America and the UK, and (ii) modular space for the construction, education, health care, government, retail, commercial, transportation, security, retail and energy sectors.

"Cause" shall be limited to the following events (i) the Executive's conviction of, or plea of nolo contendere to, a felony (other than in connection with a traffic violation) under any state or federal law; (ii) the Executive's failure to substantially perform the Executive's essential job functions hereunder after receipt of written notice from the Employer requesting such performance; (iii) a material act of fraud or material misconduct with respect, in each case, to the Employer, by the Executive; (iv) any material misconduct by the Executive that could be reasonably expected to damage the reputation or business of the Employer or any Employer Affiliate; or (v) the Executive's material violation of a material written policy of the Employer. Anything herein to the contrary notwithstanding, the Executive shall not be terminated for Cause hereunder unless (A) written notice stating the basis for the termination is provided to the Executive, (B) as to clauses (ii), (iii), (iv) or (v) of this paragraph, the Executive is given 30 days to cure the neglect or conduct that is the basis of such claim (it being understood that any errors in expense reimbursement may be cured by repayment), and (C) if the Executive fails to cure such neglect or conduct, there is a vote of a majority of the members of the Board to terminate the Executive for Cause.

"Change in Control" For the purposes of this Agreement, "Change in Control" means the occurrence of any one of the following events:

(i) During any twenty-four (24) month period, individuals who, as of the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Employer in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Employer as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director;

(ii) Any "person" (as such term is defined in the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Employer representing 35% or more of the combined voting power of the Employer's then outstanding securities eligible to vote for the election of the Board (the "Employer Voting Securities"); provided, however, that the event described in this paragraph (ii) shall not be deemed to be a Change in Control by virtue of any of the following acquisitions: (A) by the Employer or any Subsidiary; (B) by any employee benefit plan (or related trust) sponsored or maintained by the Employer or any subsidiary; (C) by any underwriter temporarily holding securities pursuant to an offering of such securities; (D) pursuant to a Non-Qualifying Transaction, as defined in paragraph (iii), or (E) by any person of Employer Voting Securities from the Employer, if a majority of the Incumbent Board approves in advance the acquisition of beneficial ownership of 35% or more of Employer Voting Securities by such person;

(iii) The consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Employer or any of its subsidiaries that requires the approval of the Employer's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), unless immediately following such Business Combination: (A) more than 50% of the total voting power of (1) the corporation resulting from such Business Combination (the "Surviving Corporation"), or (2) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of 100% of the voting securities eligible to elect directors of the Surviving Corporation (the "Parent Corporation"), is represented by Employer Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Employer Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Employer Voting Securities among the holders thereof immediately prior to the Business Combination; (B) no person (other than any employee benefit plan (or related trust) sponsored or maintained by the Surviving Corporation or the Parent Corporation), is or becomes the beneficial owner, directly or indirectly, of 35% or more of the total voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) and (C) at least a majority of the members of the board of directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) following the consummation of the Business Combination were Incumbent Directors at the time of the

Board's approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) above shall be deemed to be a "Non-Qualifying Transaction"); or

(iv) The consummation of a sale of all or substantially all of the Employer's assets or the stockholders of the Employer approve a plan of complete liquidation or dissolution of the Employer.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any person acquires beneficial ownership of more than 35% of the Employer Voting Securities as a result of the acquisition of Employer Voting Securities by the Employer which reduces the number of Employer Voting Securities outstanding; provided, that if after such acquisition by the Employer such person becomes the beneficial owner of additional Employer Voting Securities that increases the percentage of outstanding Employer Voting Securities beneficially owned by such person, a Change in Control of the Employer shall then occur.

Solely with respect to any award that constitutes "deferred compensation" subject to Section 409A of the Code and that is payable on account of a Change in Control (including any installments or stream of payments that are accelerated on account of a Change in Control), a Change in Control shall occur only if such event also constitutes a "change in the ownership", "change in effective control", and/or a "change in the ownership of a substantial portion of assets" of the Employer as those terms are defined under Treasury Regulation §1.409A-3(i)(5), but only to the extent necessary to establish a time or form of payment that complies with Section 409A of the Code, without altering the definition of Change in Control for purposes of determining whether rights to such award have become vested or otherwise unconditional upon the Change in Control.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

"Date of Termination" means (i) if the Executive's employment is terminated by the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated because of the Executive's Disability, 30 days after Notice of Termination, provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such 30-day period; or (iii) if the Executive's employment is terminated by the Employer pursuant to Section 8(a)(ii)(B) or by the Executive pursuant to Section 8(a)(iii), the date specified in the Notice of Termination, which may not be less than 60 days after the Notice of Termination in the event the Employer is terminating the Executive without Cause or the Executive is terminating employment without Good Reason.

"Employer Affiliate" means any entity controlled by, in control of, or under common control with, the Employer.

"Employer Confidential Information" means information known to the Executive to constitute trade secrets or proprietary information belonging to the Employer or other confidential financial information, operating budgets, strategic plans research methods, personnel data, projects or plans, or non-public information regarding the terms of any existing or pending lending transaction between Employer and an existing or pending client or customer (as the phrase "client or customer" is defined in Section 7(d)(i) hereof), in each case, received by the Executive in the course of the Executive's employment by the Employer or in connection with the Executive's duties with the Employer. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Employer, information publicly available or generally known within the industry or trade in which the Employer competes and information or knowledge possessed by the Executive prior to the Executive's employment by the Employer, shall not be considered Employer Confidential Information.

"Good Reason" means, unless otherwise agreed to in writing by the Executive, (i) any material diminution or adverse change in the Executive's title(s) or reporting to other than the Chief Executive Officer; (ii) a reduction in the Executive's Base Salary or Target Bonus; (iii) a failure to grant the Executive, in any consecutive 12 month period, long term incentive equity awards having a grant date fair value (as determined by the Committee in good faith) of at least $750,000; (iv) a material diminution in the Executive's authority, responsibilities or duties or material interference with the Executive's carrying out the Executive's duties; (v) the assignment of duties inconsistent with the Executive's position or status with the Employer as of the date hereof; (vi) a relocation of the Executive's primary place of employment to a location more than 75 miles from the Employer's executive headquarters; or (vii) any action or inaction by the Employer that constitutes a material breach of the terms of this Agreement. In order to invoke a termination for Good Reason, (A) the Executive must give written notice of the occurrence of an event of Good Reason within 60 days of its occurrence, (B) the Employer must fail to cure such event within 30 days of such notice, and (C) the Executive must terminate employment within 10 days of the expiration of such cure period.

"Non-Compete Period" means the period commencing on the date hereof and ending twenty-four months after the earlier of the expiration of the Employment Period or the Executive's Date of Termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

WILLSCOT MOBILE MINI HOLDINGS CORP.

By:	/s/ Brad Soultz
Date:	June 16, 2023
Name:	Brad Soultz
Title:	Chief Executive Officer

EXECUTIVE

By:	/s/ Felicia Gorcyca
Date:	June 16, 2023
Name:	Felicia Gorcyca

Signature page to Felicia Gorcyca Employment Agreement

EXHIBIT A

FORM OF RELEASE

This Confidential Separation and Release Agreement ("***Agreement***") is between Felicia Gorcyca ("***Employee***") and WillScot Mobile Mini Holdings Corp. (the "***Company***") (hereinafter the "***parties***"), and is entered into as of __. This Agreement will not become effective until the expiration of seven (7) days from Employee's execution of this Agreement (the "***Effective Date***").

WHEREAS, Employee has been employed by Company and is a party to that certain Employment Agreement dated ___, 20__ (the "***Employment Agreement***").

WHEREAS, the Employee's employment with Company was terminated effective as of __, 20__(the "***Termination Date***");

WHEREAS, Company and Employee desire to avoid disputes and/or litigation regarding Employee's termination from employment or any events or circumstances preceding or coincident with the termination from employment; and

WHEREAS, Company and Employee have agreed upon the terms on which Employee is willing, for sufficient and lawful consideration, to compromise any claims known and unknown which Employee may have against Company.

WHEREAS, the parties desire to settle fully and finally, in the manner set forth herein, all differences between them which have arisen, or which may arise, prior to, or at the time of, the execution of this Agreement, including, but in no way limited to, any and all claims and controversies arising out of the employment relationship between Employee and Company, and the termination thereof;

NOW, THEREFORE, in consideration of these recitals and the promises and agreements set forth in this Agreement, Employee's employment with Company will terminate upon the following terms:

1. (a) General Release of Employee: Employee for himself or herself and on behalf of Employee's attorneys, heirs, assigns, successors, executors, and administrators, each in their capacity as such, IRREVOCABLY AND UNCONDITIONALLY RELEASES, ACQUITS AND FOREVER DISCHARGES Company and any current or former stockholders, directors, parent, subsidiary, affiliated, and related corporations, firms, associations, partnerships, and entities, and their successors and assigns, each in their capacity as such, from any and all claims and causes of action whatsoever, whether known or unknown or whether connected with Employee's employment by Company or not, which may have arisen, or which may arise, prior to, or at the time of, the execution of this Agreement, including, but not limited to, any claim or cause of action arising out of any contract, express or implied, any covenant of good faith and fair dealing, express or implied, any tort (whether intentional or released in this agreement), or under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification (WARN) Act, the Older Workers Benefit Protection Act, or any other municipal, local, state, or federal law, common or statutory, but excluding any claims the Employee may have with respect to the Company's obligations under the Employment Agreement, any claims relating to vested benefits under any Company employee benefit plan (including without limitation any such plan subject to the Employee Retirement Income Security Act of 1974, as amended) and any claims which Employee cannot release as a matter of applicable law. Furthermore, neither this Agreement nor the Employment Agreement shall apply to, modify or in any way supersede obligations arising from any of (i) the terms of directors and officers insurance or (ii) any indemnification agreement for the benefit of the Employee as a result of the Employee's position as a director or officer of the Company or one of its affiliates. Notwithstanding anything to the contrary in this Agreement, this Agreement does not waive any claims or rights: (a) that may arise after the date on which you sign this Agreement, including the right to enforce this Agreement; (b) that cannot be released as a matter of law, including your rights to COBRA, workers compensation, and unemployment insurance (the application for which shall not be contested by the Company); and/or (c) to accrued, vested benefits under any employee benefit, stock, savings, insurance, or pension plan of the Company.

(b) General Release by the Company: Except for the obligations and restrictive covenants of the Executive under this Agreement or otherwise under other agreements entered into between the Company and Executive, the Company, for itself and (with respect to claims that relate to the Company's business) its employees, executives, directors, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever release and discharge Employee, her heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns, and any other person or entity associated with Employee, present, future, or former, known or unknown, from any and all claims, demands, causes of action, charges and grievances, which the Company now owns or holds or has at any time before this date owned or held against Employee related to her employment with the Company or her separation from employment with the Company.

2. Covenant Not to Sue: Employee also COVENANTS NOT TO SUE, OR OTHERWISE PARTICIPATE IN ANY ACTION OR CLASS ACTION against Company or any of the released parties based upon any of the claims released in this Agreement.

3. Severance Terms: Upon the expiration of seven (7) days from Employee's execution of this Agreement and provided that this Agreement has become effective in accordance with its terms, in consideration for the promises, covenants, agreements, and releases set forth herein and in the Employment Agreement, Company agrees to pay Employee the Severance Benefits as defined in and pursuant to the Employment Agreement (the "***Severance Benefits***").

4. Right to Revoke: Employee may revoke this Agreement by notice to Company, in writing, received within seven (7) days of the date of its execution by Employee (the "***Revocation Period***"). Employee agrees that Employee will not receive the benefits provided by this Agreement if Employee revokes this Agreement. Employee also acknowledges and agrees that if Company has not received from Employee notice of Employee's revocation of this Agreement prior to the expiration of the Revocation Period, Employee will have forever waived Employee's right to revoke this Agreement, and this Agreement shall thereafter be enforceable and have full force and effect.

5. Acknowledgement: Employee acknowledges and agrees that: (A) except as to any Severance Benefits which remain unpaid as of the date of this Agreement, no additional consideration, including salary, wages, bonuses or Equity Awards as described in the Employment Agreement, is to be paid to him by Company in connection with this Agreement; (B) except as provided by this Agreement, Employee has no contractual right or claim to the Severance Benefits; and (C) payments pursuant to this Agreement shall terminate immediately if Employee materially breaches any of the material provisions of this Agreement.

6. Non-Admissions: Employee acknowledges that by entering into this Agreement, Company does not admit, and does specifically deny, any violation of any local, state, or federal law.

7. Confidentiality: Employee agrees that Employee shall not directly or indirectly disclose the terms, amount or fact of this Agreement to anyone other than Employee's immediate family or counsel, bankers or financial advisors, except as such disclosure may be required for accounting or tax reporting purposes or as otherwise may be required by law.

8. Nondisparagement: Each party agrees that it will not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices or conduct of the other including, in the case of Company, its employees, directors and stockholders.

9. Acknowledgement of Restrictions; Confidential Information: Employee acknowledges and agrees that Employee has continuing non-competition, non-solicitation and non-disclosure obligations under the Employment Agreement. Employee acknowledges and reaffirms Employee's obligation to continue abide fully and completely with all post-employment provisions of the Employment Agreement and agrees that nothing in this Agreement shall operate to excuse or otherwise relieve Employee of such obligations.

10. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and/or construed in remaining part to the full extent allowed by law, with the remaining provisions of this Agreement continuing in full force and effect.

11. Entire Agreement: This Agreement, along with the Employment Agreement, constitute the entire agreement between the Employee and Company, and supersede all prior and contemporaneous negotiations and agreements, oral or written. This Agreement cannot be changed or terminated except pursuant to a written agreement executed by the parties.

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where preempted by federal law.

13. Statement of Understanding: By executing this Agreement, Employee acknowledges that (a) Employee has had at least twenty-one (21) or forty-five (45) days, as applicable in accordance with the Age Discrimination in Employment Act, as amended, (the "***ADEA***") to consider the terms of this Agreement **(and any attachment necessary or desirable in accordance with the ADEA)** and has considered its terms for such a period of time or has knowingly and voluntarily waived Employee's right to do so by executing this Agreement and returning it to Company; (b) Employee has been advised by Company to consult with an attorney regarding the terms of this Agreement; (c) Employee has consulted with, or has had sufficient opportunity to consult with, an attorney of Employee's own choosing regarding the terms of this Agreement; (d) any and all questions regarding the terms of this Agreement have been asked and answered to Employee's complete satisfaction; (e) Employee has read this Agreement and fully understands its terms and their import; (f) except as provided by this Agreement, Employee has no contractual right or claim to the benefits and payments described herein; (g) the consideration provided for herein is good and valuable; and (h) Employee is entering into this Agreement voluntarily, of Employee's own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, CONSULTED COUNSEL OR VOLUNTARILY ELECTED NOT TO CONSULT COUNSEL, AND HAVING HAD SUFFICIENT TIME TO CONSIDER WHETHER TO ENTER INTO THIS AGREEMENT, THE UNDERSIGNED HEREBY EXECUTE THIS AGREEMENT ON THE DATES SET FORTH BELOW.

EMPLOYEE

____
Felicia Gorcyca

Date:______________________________________

WILLSCOT MOBILE MINI HOLDINGS CORP.

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Exhibit 31.1

Certification of Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Bradley L. Soultz, certify that:

1. I have reviewed this quarterly report on Form 10-Q of WillScot Mobile Mini Corp.;

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 registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: August 3, 2023

/s/ BRADLEY L. SOULTZ
Bradley L. Soultz
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

Certification of Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Timothy D. Boswell, certify that:

1. I have reviewed this quarterly report on Form 10-Q of WillScot Mobile Mini Corp.;

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 registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: August 3, 2023

/s/ TIMOTHY D. BOSWELL
Timothy D. Boswell
President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

Certification of Chief Executive Officer

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of WillScot Mobile Mini Corp. (the "Company") hereby certifies, to such officer's knowledge, that:

(i) the quarterly report on Form 10-Q of the Company for the period ended June 30, 2023 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2023

/s/ BRADLEY L. SOULTZ

Bradley L. Soultz

Chief Executive Officer and Director (Principal Executive Officer)

Exhibit 32.2

Certification of Chief Financial Officer

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of WillScot Mobile Mini Corp. (the “Company”) hereby certifies, to such officer's knowledge, that:

(i) the quarterly report on Form 10-Q of the Company for the period ended June 30, 2023 (the “Report”) fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2023

/s/ TIMOTHY D. BOSWELL

Timothy D. Boswell

President and Chief Financial Officer (Principal Financial Officer)