

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

FORM 8-K  
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): December 27, 2021 (December 23, 2021)

WILLSCOT = MOBILE MINI  
HOLDINGS CORP



**WILLSCOT MOBILE MINI HOLDINGS CORP.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation)

001-37552  
(Commission File Number)

82-3430194  
(I.R.S. Employer Identification No.)

4646 E Van Buren St., Suite 400  
Phoenix, AZ 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)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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
Warrants to purchase common stock(1)	WSCTW	OTC Markets Group Inc.

(1) Issued in connection with the registrant's acquisition of Modular Space Holdings, Inc. in August 2018, which are exercisable for one share of the registrant's common stock at an exercise price of \$15.50 per share.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

**Item 1.01 Entry into a Material Definitive Agreement.***Supplemental Indentures*

In connection with an internal tax-related reorganization (the "Reorganization") involving indirect wholly-owned subsidiaries of WillScot Mobile Mini Holdings Corp., a Delaware corporation (the "Company"), on December 23, 2021, Williams Scotsman International, Inc., a Delaware corporation ("WSII"), merged with and into its direct wholly-owned subsidiary, Williams Scotsman, Inc., a Maryland corporation ("WSI"), with WSI as the surviving entity of such merger (the "Merger"). The Reorganization, including the Merger, was effected to reduce administrative costs and simplify the Company's subsidiary structure.

In connection with the Merger, on December 23, 2021, WSI, the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee and as collateral agent (in such capacities, the "Trustee"), entered into (i) a Supplemental Indenture (the "2025 Notes Supplemental Indenture") in relation to that certain Indenture, dated as of June 15, 2020, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2025 Notes Indenture"), by and among WSII (as successor to Picasso Finance Sub, Inc.), as issuer, the guarantors from time to time party thereto and the Trustee in respect of WSII's 6.125% Senior Secured Notes due 2025 and (ii) a Supplemental Indenture (the "2028 Notes Supplemental Indenture") and together with the 2025 Notes Supplemental Indenture, the "Supplemental Indentures") in relation to that certain Indenture, dated as of August 25, 2020, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2028 Notes Indenture" and together with the 2025 Notes Indenture, the "Indentures"), by and among WSII (as successor to Picasso Finance Sub, Inc.), as issuer, the guarantors from time to time party thereto and the Trustee in respect of WSII's 4.625% Senior Secured Notes due 2028, pursuant to which WSI assumed all of WSII's obligations and rights under each Indenture, and the guarantors party to each Supplemental Indenture confirmed their respective guarantees under each Indenture. Prior to its entry into the Supplemental Indentures, WSI was a guarantor under each Indenture and jointly and severally liable for WSII's obligations under each Indenture. Following the Reorganization and the entry into the Supplemental Indentures and the Third Amendment, dated December 16, 2021, to the ABL Credit Agreement, dated July 1, 2020 (as amended by the First Amendment, dated as of December 2, 2020, by the LIBOR Transition Amendment, dated as of December 6, 2021, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Facility"), there is no change to the consolidated operating cash flows of the obligors under the Indentures and the ABL Facility or the consolidated assets of such obligors pledged as collateral under the Indentures and the ABL Facility.

The foregoing description of the Supplemental Indentures is qualified in its entirety by reference to the full text of the 2025 Notes Supplemental Indenture and the 2028 Notes Supplemental Indenture, copies of which are attached to this Current Report on Form 8-K as Exhibit 4.1 and 4.2, respectively, and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits***(d) Exhibits*

<u>Exhibit No.</u>	<u>Exhibit Description</u>
<a href="#">4.1</a>	<a href="#">Second Supplemental Indenture, dated December 23, 2021, by and among Williams Scotsman, Inc., the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee and collateral agent</a>
<a href="#">4.2</a>	<a href="#">First Supplemental Indenture, dated December 23, 2021, by and among Williams Scotsman, Inc., the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee and collateral agent</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURE**

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

**WillScot Mobile Mini Holdings Corp.**

Dated: December 27, 2021

By: /s/ Christopher J. Miner

Name: Christopher J. Miner

Title: Executive Vice President & Chief Legal Officer

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WILLIAMS SCOTSMAN, INC.

as Issuer

and

THE GUARANTORS PARTY HERETO

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6.125% SENIOR SECURED NOTES DUE 2025

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SUPPLEMENTAL INDENTURE

DATED AS OF DECEMBER 23, 2021

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DEUTSCHE BANK TRUST COMPANY AMERICAS

as Trustee and Collateral Agent

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This SUPPLEMENTAL INDENTURE, dated as of December 23, 2021, is by Williams Scotsman, Inc., a Maryland corporation (the “Company”), each of the parties identified under the caption “Guarantors” on the signature page hereto (the “Guarantors”), Deutsche Bank Trust Company Americas, as trustee (in such capacity and not in its individual capacity, the “Trustee”), and Deutsche Bank Trust Company Americas, as collateral agent (in such capacity and not in its individual capacity, the “Collateral Agent”).

#### RECITALS

WHEREAS, Picasso Finance Sub, Inc., a Delaware corporation (the “Escrow Issuer”), the Trustee and the Collateral Agent entered into an Indenture, dated as of June 15, 2020 (as supplemented by the Supplemental Indenture, dated as of July 1, 2020, and as further amended or supplemented from time to time, the “Indenture”), pursuant to which the Escrow Issuer initially issued \$650,000,000 in principal amount of 6.125% Senior Secured Notes due 2025 (the “Notes”);

WHEREAS, as contemplated by Section 4.22 of the Indenture, on July 1, 2020, the Escrow Issuer merged with and into Williams Scotsman International, Inc., a Delaware corporation (“WSII”), with WSII surviving, and WSII and the guarantors party thereto executed a supplemental indenture to assume all of the Escrow Issuer’s obligations and rights under the Indenture and such guarantors become guarantors under the Indenture;

WHEREAS, on the date hereof, WSII is merging with and into the Company, the Company being the surviving Person of such merger and WSII ceasing to exist (the “Merger”);

WHEREAS, Section 5.1 of the Indenture permits, among other things, a consolidation or amalgamation of WSII with, or a merger of WSII with or into, any other Person; *provided* that such Surviving Entity shall expressly assume by supplemental indenture all of the Obligations of WSII under the Indenture and each guarantor, unless it is the Surviving Entity, shall by supplemental indenture confirm that its Note Guarantee shall apply to the Successor Entity’s obligations under the Indenture and the Notes;

WHEREAS, Section 9.1(2) of the Indenture provides that WSII, the Guarantors, the Trustee and the Collateral Agent, as applicable, may supplement the Indenture in order to evidence the succession of another Person and the assumption by any such successor of the covenants and other obligations under the Indenture, without the consent of the Holders; and

WHEREAS, all acts and procedures prescribed by the Indenture to make this Supplemental Indenture a legally valid and binding instrument on the Company, the Guarantors, the Trustee and the Collateral Agent, in accordance with its terms, have been duly done and performed.

NOW, THEREFORE, in compliance with the provisions of the Indenture and in consideration of the above premises, the Company, the Guarantors, the Trustee and the Collateral Agent covenant and agree for the equal and proportionate benefit of the respective Holders of the Notes as follows:

- (1) Effective upon consummation of the Merger, the Company, pursuant to Article 5 of the Indenture, hereby expressly assumes and agrees to pay, perform and/or discharge when due each and every debt, obligation, covenant and agreement incurred, made or to be paid, performed or discharged by WSII under the Indenture and the Notes. The Company hereby agrees to be bound by all the terms, provisions and conditions of the Indenture and the Notes to which WSII was theretofore bound, and, as the surviving entity, shall succeed to, and be substituted for, and may exercise every right and power of, WSII under the Indenture and the Notes, and WSII is relieved of all of its obligations and duties under the Indenture and the Notes.
- (2) This Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

- (3) This Supplemental Indenture shall become effective immediately upon its execution and delivery by each of the Company, the Guarantors, the Trustee and the Collateral Agent.
- (4) From this date, by executing this Supplemental Indenture, the Company is subject to the provisions of the Indenture to the extent applicable.
- (5) Each Guarantor, by executing this Supplemental Indenture, hereby confirms that its respective Note Guarantee shall apply to the Company's obligations under the Indenture and the Notes.
- (6) Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms with all capitalized terms used herein without definition having the same respective meanings ascribed to them as in the Indenture.
- (7) Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee or the Collateral Agent by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee and the Collateral Agent subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee and the Collateral Agent with respect hereto.
- (8) No past, present or future director, officer, employee, incorporator, stockholder, partner, member or joint venturer of the Company or any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.
- (9) NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.
- (10) The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by telecopier, facsimile or other electronic transmission (i.e. "pdf", "docuSign" or "tif") shall be effective as delivery of a manually executed counterpart thereof.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the date first written above.

WILLIAMS SCOTSMAN, INC.,  
as the Company

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

WILLIAMS SCOTSMAN HOLDINGS CORP.,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

WILLSCOT EQUIPMENT II, LLC,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

NEW ACTON MOBILE INDUSTRIES LLC,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

ONSITE SPACE LLC,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

ACTON MOBILE HOLDINGS LLC,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

[Signature Page to Supplemental Indenture]

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MODULAR SPACE, LLC,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

RESUN MODSPACE, LLC,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

RESUN CHIPPEWA, LLC,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

MODSPACE GOVERNMENT FINANCIAL  
SERVICES, LLC,  
as Guarantor

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Title: President & Chief Financial Officer

MOBILE MINI, INC.,  
as Guarantor

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Title: President & Chief Financial Officer

MOBILE MINI I, INC.,  
as Guarantor

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Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

[Signature Page to Supplemental Indenture]

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MOBILE MINI, LLC  
(CALIFORNIA),  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

MOBILE MINI, LLC  
(DELAWARE),  
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as Guarantor

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Title: President & Chief Financial Officer

MOBILE MINI TANK AND PUMP SOLUTIONS, INC.,  
as Guarantor

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WATER MOVERS CONTRACTING, LLC,  
as Guarantor

By: /s/ Timothy D. Boswell  
Name: Timothy D. Boswell  
Title: President & Chief Financial Officer

[Signature Page to Supplemental Indenture]

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DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Trustee

By: /s/ Irina Golovashchuk  
Name: Irina Golovashchuk  
Title: Vice President

By: /s/ Jeffrey Schoenfeld  
Name: Jeffrey Schoenfeld  
Title: Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

By: /s/ Irina Golovashchuk  
Name: Irina Golovashchuk  
Title: Vice President

By: /s/ Jeffrey Schoenfeld  
Name: Jeffrey Schoenfeld  
Title: Vice President

[Signature Page to Supplemental Indenture]

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WILLIAMS SCOTSMAN, INC.

as Issuer

and

THE GUARANTORS PARTY HERETO

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4.625% SENIOR SECURED NOTES DUE 2028

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SUPPLEMENTAL INDENTURE

DATED AS OF DECEMBER 23, 2021

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#### RECITALS

WHEREAS, Williams Scotsman International, Inc., a Delaware corporation (the “WSII”), the guarantors party thereto, the Trustee and the Collateral Agent entered into an Indenture, dated as of August 25, 2020 (as amended or supplemented from time to time, the “Indenture”), pursuant to which WSII initially issued \$500,000,000 in principal amount of 4.625% Senior Secured Notes due 2028 (the “Notes”);

WHEREAS, on the date hereof, WSII is merging with and into the Company, the Company being the surviving Person of such merger and WSII ceasing to exist (the “Merger”);

WHEREAS, Section 5.1 of the Indenture permits, among other things, a consolidation or amalgamation of WSII with, or a merger of WSII with or into, any other Person; *provided* that such Surviving Entity shall expressly assume by supplemental indenture all of the Obligations of WSII under the Indenture and each guarantor, unless it is the Surviving Entity, shall by supplemental indenture confirm that its Note Guarantee shall apply to the Successor Entity’s obligations under the Indenture and the Notes;

WHEREAS, Section 9.1(2) of the Indenture provides that WSII, the Guarantors, the Trustee and the Collateral Agent, as applicable, may supplement the Indenture in order to evidence the succession of another Person and the assumption by any such successor of the covenants and other obligations under the Indenture, without the consent of the Holders; and

WHEREAS, all acts and procedures prescribed by the Indenture to make this Supplemental Indenture a legally valid and binding instrument on the Company, the Guarantors, the Trustee and the Collateral Agent, in accordance with its terms, have been duly done and performed.

NOW, THEREFORE, in compliance with the provisions of the Indenture and in consideration of the above premises, the Company, the Guarantors, the Trustee and the Collateral Agent covenant and agree for the equal and proportionate benefit of the respective Holders of the Notes as follows:

- (1) Effective upon consummation of the Merger, the Company, pursuant to Article 5 of the Indenture, hereby expressly assumes and agrees to pay, perform and/or discharge when due each and every debt, obligation, covenant and agreement incurred, made or to be paid, performed or discharged by WSII under the Indenture and the Notes. The Company hereby agrees to be bound by all the terms, provisions and conditions of the Indenture and the Notes to which WSII was theretofore bound, and, as the surviving entity, shall succeed to, and be substituted for, and may exercise every right and power of, WSII under the Indenture and the Notes, and WSII is relieved of all of its obligations and duties under the Indenture and the Notes.

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- (3) This Supplemental Indenture shall become effective immediately upon its execution and delivery by each of the Company, the Guarantors, the Trustee and the Collateral Agent.
- (4) From this date, by executing this Supplemental Indenture, the Company is subject to the provisions of the Indenture to the extent applicable.
- (5) Each Guarantor, by executing this Supplemental Indenture, hereby confirms that its respective Note Guarantee shall apply to the Company's obligations under the Indenture and the Notes.
- (6) Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms with all capitalized terms used herein without definition having the same respective meanings ascribed to them as in the Indenture.
- (7) Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee or the Collateral Agent by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee and the Collateral Agent subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee and the Collateral Agent with respect hereto.
- (8) No past, present or future director, officer, employee, incorporator, stockholder, partner, member or joint venturer of the Company or any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.
- (9) NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.
- (10) The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by telecopier, facsimile or other electronic transmission (i.e. "pdf", "docuSign" or "tif") shall be effective as delivery of a manually executed counterpart thereof.

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Title: Vice President

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as Collateral Agent

By: /s/ Irina Golovashchuk  
Name: Irina Golovashchuk  
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Name: Jeffrey Schoenfeld  
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