

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

FORM 10-K

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

For The Fiscal Year Ended December 31, 2021
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 - 001-37827



Triton International Limited

(Exact name of registrant as specified in the charter)

Bermuda
(State or other jurisdiction of incorporation or organization)

98-1276572
(I.R.S. Employer Identification Number)

Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda
(Address of principal executive office)

(441) 294-8033
(Registrant's telephone number including area code)

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 shares, \$0.01 par value per share	TRTN	New York Stock Exchange
8.50% Series A Cumulative Redeemable Perpetual Preference Shares	TRTN PRA	New York Stock Exchange
8.00% Series B Cumulative Redeemable Perpetual Preference Shares	TRTN PRB	New York Stock Exchange
7.375% Series C Cumulative Redeemable Perpetual Preference Shares	TRTN PRC	New York Stock Exchange
6.875% Series D Cumulative Redeemable Perpetual Preference Shares	TRTN PRD	New York Stock Exchange
5.75% Series E Cumulative Redeemable Perpetual Preference Shares	TRTN PRE	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

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

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirement 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 Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See 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 ☒
Non-accelerated filer ☐

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 has filed a report on attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

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

The aggregate market value of voting common shares held by non-affiliates as of June 30, 2021 was approximately \$2,508.0 million. As of February 11, 2022, there were 65,262,183 common shares, \$0.01 par value, of the Registrant outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part of Form 10-K

Part III, Items 10, 11, 12, 13, and 14

Document Incorporated by Reference

Portion of the Registrant's proxy statement to be filed in connection with the Annual Meeting of Shareholders of the Registrant to be held on April 26, 2022.

Table of Contents

		Page No.
	<u>PART I</u>	
<u>Item 1.</u>	<u>Business</u>	<u>6</u>
<u>Item 1A.</u>	<u>Risk Factors</u>	<u>14</u>
<u>Item 1B.</u>	<u>Unresolved Staff Comments</u>	<u>27</u>
<u>Item 2.</u>	<u>Properties</u>	<u>27</u>
<u>Item 3.</u>	<u>Legal Proceedings</u>	<u>27</u>
<u>Item 4.</u>	<u>Mine Safety Disclosures</u>	<u>27</u>
	<u>PART II</u>	
<u>Item 5.</u>	<u>Market for Registrant's Common Equity, Related Shareholder Matters, and Issuer Purchases of Equity Securities</u>	<u>28</u>
<u>Item 6.</u>	<u>Selected Financial Data</u>	<u>29</u>
<u>Item 7.</u>	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>30</u>
<u>Item 7A.</u>	<u>Quantitative and Qualitative Disclosures About Market Risk</u>	<u>44</u>
<u>Item 8.</u>	<u>Financial Statements and Supplementary Data</u>	<u>44</u>
<u>Item 9.</u>	<u>Changes In and Disagreements With Accountants on Accounting and Financial Disclosure</u>	<u>44</u>
<u>Item 9A.</u>	<u>Controls and Procedures</u>	<u>45</u>
<u>Item 9B.</u>	<u>Other Information</u>	<u>45</u>
	<u>PART III</u>	
<u>Item 10.</u>	<u>Directors, Executive Officers and Corporate Governance</u>	<u>46</u>
<u>Item 11.</u>	<u>Executive Compensation</u>	<u>46</u>
<u>Item 12.</u>	<u>Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters</u>	<u>46</u>
<u>Item 13.</u>	<u>Certain Relationships and Related Transactions, and Director Independence</u>	<u>46</u>
<u>Item 14.</u>	<u>Principal Accountant Fees and Services</u>	<u>46</u>
	<u>PART IV</u>	
<u>Item 15.</u>	<u>Exhibits and Financial Statement Schedules</u>	<u>47</u>
<u>Item 16.</u>	<u>Form 10-K Summary</u>	<u>50</u>
<u>Signatures</u>		<u>51</u>
<u>Index to Financial Statements</u>		<u>F-1</u>
<u>Report of Independent Registered Public Accounting Firm</u>		<u>F-2</u>
<u>Consolidated Balance Sheets</u>		<u>F-4</u>
<u>Consolidated Statements of Operations</u>		<u>F-5</u>
<u>Consolidated Statements of Comprehensive Income</u>		<u>F-6</u>
<u>Consolidated Statements of Shareholders' Equity</u>		<u>F-7</u>
<u>Consolidated Statements of Cash Flows</u>		<u>F-8</u>
<u>Notes to Consolidated Financial Statements</u>		<u>F-9</u>
<u>Schedule I - Condensed Financial Information of Registrant</u>		<u>S-1</u>
<u>Schedule II - Valuation and Qualifying Accounts</u>		<u>S-4</u>

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This annual report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, that involve substantial risks and uncertainties. In addition, we, or our executive officers on our behalf, may from time to time make forward-looking statements in reports and other documents we file with the Securities and Exchange Commission, or SEC, or in connection with oral statements made to the press, potential investors or others. All statements, other than statements of historical facts, including statements regarding our strategy, future operations, future financial position, future revenues, future costs, prospects, plans and objectives of management are forward-looking statements. The words "expect," "estimate," "anticipate," "predict," "believe," "think," "plan," "will," "should," "intend," "seek," "potential" and similar expressions and variations are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

All forward-looking statements address matters that involve risks and uncertainties, many of which are beyond Triton's control. Accordingly, there are or will be important factors that could cause actual results to differ materially from those indicated in such statements and, therefore, you should not place undue reliance on any such statements. These factors include, without limitation, economic, business, competitive, market and regulatory conditions and the following:

- the impact of COVID-19 on our business and financial results;
- decreases in the demand for leased containers;
- decreases in market leasing rates for containers;
- difficulties in re-leasing containers after their initial fixed-term leases;
- our customers' decisions to buy rather than lease containers;
- our dependence on a limited number of customers and suppliers;
- customer defaults;
- decreases in the selling prices of used containers;
- extensive competition in the container leasing industry;
- difficulties stemming from the international nature of our businesses;
- decreases in demand for international trade;
- disruption to our operations resulting from the political and economic policies of the United States and other countries, particularly China, including but not limited to, the impact of trade wars, duties and tariffs;
- disruption to our operations from failures of, or attacks on, our information technology systems;
- disruption to our operations as a result of natural disasters;
- compliance with laws and regulations related to economic and trade sanctions, security, anti-terrorism, environmental protection and corruption;
- the availability and cost of capital;
- restrictions imposed by the terms of our debt agreements;
- changes in tax laws in Bermuda, the United States and other countries; and
- other risks and uncertainties, including those listed under the caption "Risk Factors."

The foregoing list of important factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included herein and elsewhere, including the risk factors included in this annual report on Form 10-K. Any forward-looking statements made in this annual report on Form 10-K are qualified in their entirety by these cautionary statements, and there can be no assurance that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, Triton or its businesses or operations. Except to the extent required by applicable law, we undertake no obligation to update publicly or revise any forward-looking statement, whether as a result of new information, future developments or otherwise.

WEBSITE ACCESS TO COMPANY'S REPORTS AND CODE OF ETHICS


Our Internet website address is <http://www.trtn.com>. Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act are available free of charge through our website as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC.

We have adopted a code of ethics that applies to all of our employees, officers, and directors, including our principal executive officer and principal financial officer. The text of our code of ethics is posted within the Corporate Governance portion of the "Investors" section of our website.

Also, copies of our annual report and Code of Ethics will be made available, free of charge, upon written request to:

Triton International Limited
Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM 10, Bermuda
Attn: General Counsel and Secretary
Telephone: (441) 294-8033

SERVICE MARKS MATTERS

The following items referred to in this annual report are registered or unregistered service marks in the United States and/or foreign jurisdictions pursuant to applicable intellectual property laws and are the property of Triton and its subsidiaries: Triton®, TAL®, and ®.

PART I

ITEM 1. BUSINESS

Our Company

Triton International Limited ("Triton", "we", "our" or the "Company") is the world's largest lessor of intermodal containers. Intermodal containers are large, standardized steel boxes used to transport freight by ship, rail or truck. Because of the handling efficiencies they provide, intermodal containers are the primary means by which many goods and materials are shipped internationally. We also lease chassis, which are used for the transportation of containers.

Our operations include the acquisition, leasing, re-leasing and subsequent sale of multiple types of intermodal containers and chassis. As of December 31, 2021, our total fleet consisted of 4.3 million containers and chassis, representing 7.3 million twenty-foot equivalent units ("TEU") or 8.0 million cost equivalent units ("CEU"). We have an extensive global presence offering leasing services through a worldwide network of local offices and utilize third-party container depots spread across 46 countries to provide customers global access to our container fleet. Our primary customers include the world's largest container shipping lines. Our global field operations include sales, operations, equipment resale, and logistics services. Our registered office is located in Bermuda.

The most important driver of our profitability is the extent to which leasing revenues, which are driven by our owned equipment fleet size, utilization and average rental rates, exceed our ownership and operating costs. Our profitability is also driven by the gains or losses we realize on the sale of used containers and the margins generated from trading new and used containers.

Industry Overview

Intermodal containers provide a secure and cost-effective method of transporting raw materials, component parts and finished goods because they can be used in multiple modes of transport. By making it possible to move cargo from a point of origin to a final destination without repeated unpacking and repacking, containers reduce freight and labor costs. In addition, automated handling of containers permits faster loading and unloading of vessels, more efficient utilization of transportation equipment and reduced transit time. The protection provided by sealed containers also reduces cargo damage and the loss and theft of goods during shipment.

Over the last thirty years, containerized trade has grown at a rate greater than that of general worldwide economic growth. According to Clarkson Research Studies, worldwide containerized cargo volume increased at a compound annual growth rate ("CAGR") of 7.7% from 1991 to 2021. We believe that this high historical growth was due to several factors, including the shift in global manufacturing capacity to lower labor cost areas such as China, the continued integration of developing high growth economies into global trade patterns and the continued conversion of cargo from bulk shipping into containers. However, worldwide containerized cargo volume growth has been more in line with global economic growth over the last 10 years, averaging 4.2% per year from 2011 to 2021. In 2021, worldwide cargo volumes are estimated to have increased 6.6% in-line with worldwide economic growth.

Container leasing companies maintain inventories of new and used containers in a wide range of worldwide locations and supply these containers primarily to shipping line customers under a variety of short and long-term lease structures. Based on container fleet information reported by Drewry Maritime Research, we estimate that container lessors owned approximately 24.7 million TEU, or approximately 52% of the total worldwide container fleet of 48.0 million TEU, as of the end of 2021.

Leasing containers helps shipping lines improve their container fleet efficiency and provides shipping lines with an alternative source of equipment financing. Given the uncertainty and variability of export volumes, and the fact that shipping lines have difficulty in accurately forecasting their container requirements on a day-by-day, port-by-port basis, the availability of containers for lease on short notice reduces shipping lines' need to purchase and maintain larger container inventory buffers. In addition, the drop-off flexibility provided by operating leases also allows the shipping lines to adjust their container fleet sizes and the mix of container types in their fleets both seasonally and over time and helps balance their trade flows.

Spot leasing rates are typically a function of, among other things, new equipment prices (which are heavily influenced by steel prices), interest rates and the equipment supply and demand balance at a particular time and location. Average leasing rates on an entire portfolio of leases respond more gradually to changes in new equipment prices or changes in the balance of container supply and demand because lease agreements are generally only re-priced upon the expiration of the lease. In addition, the value that lessors receive upon resale of equipment is closely related to the cost of new equipment.

Our Equipment

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

Our fleet primarily consists of five types of equipment:

- *Dry Containers.* A dry container is a steel constructed box with a set of doors on one end. Dry containers come in lengths of 20, 40 or 45 feet. They are 8 feet wide, and either 8½ or 9½ feet tall. Dry containers are the least expensive and most widely used type of intermodal container and are used to carry general cargo such as manufactured component parts, consumer staples, electronics and apparel.
- *Refrigerated Containers.* Refrigerated containers include an integrated cooling machine and an insulated container. Refrigerated containers come in lengths of 20 or 40 feet. They are 8 feet wide, and are either 8½ or 9½ feet tall. These containers are typically used to carry perishable cargo such as fresh and frozen produce.
- *Special Containers.* Most of our special containers are open top and flat rack containers. Open top containers come in similar sizes as dry containers, but do not have a fixed roof. Flat rack containers come in varying sizes and are steel platforms with folding ends and no fixed sides. Open top and flat rack containers are generally used to move heavy or bulky cargos, such as marble slabs, steel coils or factory components, that cannot be easily loaded on a fork lift through the doors of a standard container.
- *Tank Containers.* Tank containers are stainless steel cylindrical tanks enclosed in rectangular steel frames with the same outside dimensions as 20 foot dry containers. These containers carry bulk liquids such as chemicals.
- *Chassis.* An intermodal chassis is a rectangular, wheeled steel frame, generally 23½, 40 or 45 feet in length, built specifically for the purpose of transporting intermodal containers over the road. Longer sized chassis, designed to solely accommodate rail containers, can be up to 53 feet in length. When mounted on a chassis, the container may be trucked either to its destination or to a railroad terminal for loading onto a rail car. Our chassis are primarily used in the United States.

Our Leases

Most of our revenues are derived from leasing our equipment to our core shipping line customers. The majority of our leases are structured as operating leases, though we also provide customers with finance leases. Regardless of the lease type, we seek to exceed our targeted return on our investments over the life cycle of the equipment by managing utilization, lease rates, and the used equipment sale process.

Our lease products provide numerous operational and financial benefits to our shipping line customers. These benefits include:

- *Operating Flexibility.* The timing, location and daily volume of cargo movements for a shipping line are often unpredictable. Leasing containers and chassis helps our customers manage this uncertainty and minimizes the requirement for large inventory buffers by allowing them to pick-up leased equipment on short notice.
- *Fleet Size and Mix Flexibility.* The drop-off flexibility included in container and chassis operating leases allows our customers to more quickly adjust the size of their fleets and the mix of container types in their fleets as their trade volumes and patterns change due to seasonality, market changes or changes in company strategies.
- *Alternative Source of Financing.* Container and chassis leases provide an additional source of equipment financing to help our customers manage the high level of investment required to maintain pace with the growth of the asset intensive container shipping industry.

Operating Leases. Operating leases are structured to allow customers flexibility to pick-up equipment on short notice and to drop-off equipment prior to the end of its useful life. Because of this flexibility, most of our containers and chassis will go through several pick-up and drop-off cycles. Our operating lease contracts specify a per diem rate for equipment on-hire, where and when such equipment can be returned, how the customer will be charged for damage and the charge for lost or destroyed equipment, among other things.

We categorize our operating leases as either long-term leases or service leases. Some leases have contractual terms that have features reflective of both long-term and service leases. We classify such leases as either long-term or service leases,

depending upon which features we believe are predominant. Long-term leases typically have initial contractual terms ranging from five to eight or more years. However, in 2021 the exceptionally high new container price environment led to a much higher average lease duration for containers purchased and leased out during the year, reflecting the desire of Triton and our customers to spread the higher container costs over a longer period. Our long-term leases require our customers to maintain specific units on-hire for the duration of the lease term, and they provide us with predictable recurring cash flow.

We also have expired long-term leases whose fixed terms have ended but for which the related units remain on-hire and for which we continue to receive rental payments pursuant to the terms of the initial contract.

Service leases allow our customers to pick-up and drop-off equipment during the term of the lease, subject to contractual limitations. Service leases provide the customer with a higher level of flexibility than long-term leases and, as a result, typically carry a higher per diem rate. The terms of our service leases can range from 12 months to five years, though because equipment can be returned during the term of a service lease and since service leases are generally renewed or modified and extended upon expiration, lease term does not dictate expected on-hire time for our equipment on service leases. As of December 31, 2021, this equipment has been on-hire for an average of 37 months.

Finance Leases. Finance leases provide our customers with an alternative method to finance their equipment acquisitions. Finance leases are generally structured for specific quantities of equipment, generally require the customer to keep the equipment on-hire for its remaining useful life, and typically provide the customer with a purchase option at the end of the lease term.

The following table provides a summary of our equipment lease portfolio by lease type, based on CEU and net book value, as of December 31, 2021:

Lease Portfolio	By CEU	By Net Book Value
	December 31, 2021	December 31, 2021
Long-term leases	72.4 %	73.6 %
Finance leases	8.0	13.8
Subtotal	80.4	87.4
Service leases	5.0	3.5
Expired long-term leases, non-sale age (units on hire)	8.4	6.2
Expired long-term leases, sale-age (units on hire)	6.2	2.9
Total	100.0 %	100.0 %

Due to our aggressive fleet investment in 2021 and the high cost of these new containers, we placed the vast majority of this equipment on long-term operating and finance leases with an average initial duration of 13 years. We have presented the above table by net book value, in addition to CEU, to better reflect the impact of these dynamics on our lease portfolio.

As of December 31, 2021, our long-term and finance leases combined had a weighted average remaining contractual term by CEU and net book value of approximately 61 months and 78 months, respectively, assuming no leases are renewed. However, we believe that many of our customers will renew operating leases for equipment that is less than sale age at the expiration of the lease. In addition, our equipment on operating leases typically remains on-hire at the contractual per diem rate for an additional six to twelve months beyond the end of the contractual lease term due to monthly drop-off volume limitations and the logistical requirements in our leases that require our customers to return the containers and chassis to specific drop-off locations.

Logistics Management, Re-leasing, Depot Management and Equipment Disposals

We believe that managing the period after our equipment's first lease is the most important aspect of our business. Successful management of this period requires disciplined logistics management, extensive re-lease capability, careful cost control and effective sales of used equipment.

Logistics Management. Since the late 1990s, the shipping industry has been characterized by large regional trade imbalances, with loaded containers generally flowing from export-oriented economies in Asia to North America and Western Europe. Because of these trade imbalances, shipping lines have an incentive to return leased containers in North America and Europe to reduce the cost of empty container backhaul. Triton attempts to mitigate the risk of these unbalanced trade flows by maintaining a large portion of our fleet on long-term and finance leases and by contractually restricting the ability of our

customers to return containers outside of Asian demand locations.

In addition, we attempt to minimize the costs of any container imbalances by finding local users in surplus locations and by moving empty containers as inexpensively as possible. While we believe we manage our logistics risks and costs effectively, logistical risk remains an important element of our business due to competitive pressures, changing trade patterns and other market factors and uncertainties.

Re-leasing. Since our operating leases allow customers to return containers and chassis prior to the end of their useful lives, we typically place containers and chassis on several leases during their useful lives. Initial lease transactions for new containers and chassis can usually be generated with a limited sales and customer service infrastructure because initial leases for new containers and chassis typically cover large volumes of units and are fairly standardized transactions. Used equipment, on the other hand, is typically leased out in small transactions that are structured to accommodate pick-ups and returns in a variety of locations. As a result, leasing companies benefit from having an extensive global marketing and operations infrastructure, a large number of customers, and a high level of operating contact with these customers.

Depot Management. As of December 31, 2021, we managed our equipment fleet through approximately 400 third-party owned and operated depot facilities located in 46 countries. Depot facilities are generally responsible for repairing our containers and chassis when they are returned by lessees and for storing the equipment while it is off-hire. We have a global operations group that is responsible for managing our depot contracts and they also regularly visit the depot facilities to conduct inventory and repair audits. We also supplement our internal operations group with the use of independent inspection agents.

Our leases are generally structured so that the lessee is responsible for the customer damage portion of the repair costs, and customers are billed for damages at the time the equipment is returned. We sometimes offer our customers a repair service program whereby we, for an additional payment by the lessee (in the form of a higher per-diem rate or a flat fee at off-hire), assume financial responsibility for all or a portion of the cost of repairs upon return of the equipment.

Equipment Disposals. Our in-house equipment sales group has a worldwide team of specialists that manage the sale process for our used containers and chassis from our lease fleet. We generally sell to portable storage companies, freight forwarders (who often use the containers for one-way trips) and other purchasers of used containers. We believe we are one of the world's largest sellers of used containers.

The sale prices we receive for our used containers are influenced by many factors, including the level of demand for used containers compared to the number of used containers available for disposal in a particular location, the cost of new containers, and the level of damage on the containers. While our total revenue is primarily made up of leasing revenues, gains or losses on the sale of used containers can have a significant positive or negative impact on our profitability.

Equipment Trading. We also buy and sell new and used containers and chassis acquired from third parties. We typically purchase our equipment trading fleet from container manufacturers, our shipping line customers or other sellers of used or new equipment. Trading margins are dependent on the volume of units purchased and resold, selling prices, costs paid for equipment sold and selling and administrative costs.

Locations

We have an extensive global presence, offering leasing services through 20 offices and 3 independent agencies located in 16 countries. Our extensive third-party depot network allows us to offer leasing and/or sales services in approximately 300 locations globally.

Customers

Our customers are mainly international shipping lines, though we also lease containers to freight forwarding companies and manufacturers. We believe that we have strong, long-standing relationships with our largest customers, most of whom we have done business with for more than 30 years. Our twenty largest customers account for 86% of our lease billings. The shipping industry has been consolidating for a number of years, and further consolidation could increase the portion of our revenues that come from our largest customers. Our five largest customers accounted for 60% of our lease billings, and our three largest customers accounted for 21%, 16% and 10% of our lease billings, respectively, in 2021. A default by one of our major customers could have a material adverse impact on our business, financial condition and future prospects.

Marketing and Customer Service

Our global marketing team and our customer service representatives are responsible for developing and maintaining relationships with senior operations staff at our shipping line customers, supporting lease negotiations and maintaining day-to-day coordination with junior level staff at our customers. This close customer communication is critical to our ability to provide customers with a high level of service, helps us to negotiate lease contracts that satisfy both our financial return requirements and our customers' operating needs, ensures that we are aware of our customers' potential equipment shortages, and provides customers knowledge of our available equipment inventories.

Credit Controls

We monitor our customers' performance and our lease exposures on an ongoing basis. Our credit management processes are aided by the long payment experience we have with most of our customers and our broad network of relationships in the shipping industry that provides current information about our customers' market reputations. Credit criteria may include, but are not limited to, customer payment history, customer financial position and performance (e.g., net worth, leverage and profitability), trade routes, country of domicile and the type of, and location of, equipment that is to be supplied.

Competition

We compete with at least five other major intermodal equipment leasing companies in addition to many smaller lessors, manufacturers of intermodal equipment, and companies offering finance leases as distinct from operating leases. It is common for our customers to utilize several leasing companies to meet their equipment needs.

Our competitors compete with us in many ways, including lease pricing, lease flexibility, supply reliability and customer service. In times of weak demand or excess supply, leasing companies often respond by lowering leasing rates and increasing the logistical flexibility offered in their lease agreements. In addition, new entrants into the leasing business are often aggressive on pricing and lease flexibility. Furthermore, customers also have the option to purchase intermodal equipment and utilize owned equipment instead of leasing, relying on their own fleets to satisfy their intermodal equipment needs and even leasing their excess container stock to other shipping companies.

While we are forced to compete aggressively on price, we attempt to emphasize our supply reliability and high level of customer service to our customers. We invest heavily to ensure adequate equipment availability in high demand locations, dedicate large portions of our organization to building customer relationships and maintaining close day-to-day coordination with customers' operating staffs, and have developed self-service systems that allow our customers to transact with us through the Internet.

Suppliers

We have long-standing relationships with all of our major suppliers. We purchase most of our equipment from third-party manufacturers based in China. There are four large manufacturers of dry containers and four large manufacturers of refrigerated containers, though for both dry containers and refrigerated containers, we estimate that the four largest manufacturers account for more than 90% of global production volume. Our procurement and engineering staff reviews the designs for our containers and periodically audits the production facilities of our suppliers. In addition, we use our procurement and engineering group and third-party inspectors to visit factories when our containers are being produced to provide an extra layer of quality control. Nevertheless, defects in our containers sometimes occur. We work with the manufacturers to correct these defects, and our manufacturers have generally honored their warranty obligations in such cases.

Systems and Information Technology

The efficient operation of our business is highly dependent on our information technology systems to track transactions, bill customers and provide the information needed to report our financial results. Our systems allow customers to facilitate sales orders and drop-off requests on the Internet, view current inventories and check contractual terms in effect with respect to any given container lease agreement. Our systems also maintain a database, which accounts for the containers in our fleet and our leasing agreements, processes leasing and sale transactions, and bills our customers for their use of and damage to our containers. We also use the information provided by these systems in our day-to-day business to make business decisions and improve our operations and customer service.

Segments

We operate our business in one industry, intermodal transportation equipment, and have two business segments, which also represent our reporting segments:

- Equipment leasing—Our equipment leasing operations include the acquisition, leasing, re-leasing and ultimate sale of multiple types of intermodal transportation equipment, primarily intermodal containers.
- Equipment trading—We purchase containers from shipping line customers, and other sellers of containers, and resell these containers to container retailers and users of containers for storage or one-way shipment.

Human Capital Management

We seek to attract, retain, and develop the best talent available in order to drive our continued success and achieve our business goals. Our workforce as of December 31, 2021 was comprised of approximately 237 employees located in 20 offices and 13 countries. We are not a party to any collective bargaining agreements. Our workforce was relatively flat in 2021 compared to 2020. Voluntary workforce turnover for the year was 5%.

Our approach to human capital management is underpinned by our corporate culture, which seeks to foster an inclusive and respectful work environment where employees are empowered at all levels to implement new ideas to better serve our global customer base and continuously improve our processes and operations. This culture is supported by a flat organizational structure that enables speed of decision making and execution; compensation programs that emphasize Company-wide common shared objectives; a diverse, international team that mirrors our local communities and customer base; robust training and development opportunities; and resources for employees to seek guidance and raise concerns when needed. We believe the combination of competitive compensation and benefits, career growth and development opportunities and our strong corporate culture promote increased employee tenure and reduced voluntary turnover. As of December 31, 2021, our average employee tenure was 14 years for all employees and 21 years for leadership (defined as vice president level and above). In 2021, 40% of open positions were filled with internal candidates.

As of December 31, 2021, our global workforce was approximately 60% male and 40% female. Approximately 40% of our workforce is located outside the United States, and in the U.S., approximately 30% of our workforce was comprised of racial and ethnic minorities. Triton is committed to diversity and inclusion across our Company, and we have a number of programs and initiatives in place aimed at further promoting diversity and inclusion in our organization.

In 2021, the COVID-19 pandemic had a significant impact on our human capital management. A majority of our workforce continued to work remotely for most of the year, and we instituted reduced office capacity and staggered shifts, upgraded cleaning practices, social distancing requirements and other safety measures and procedures for those employees who worked at our office locations during this time.

For additional information, please see the section titled “Human Capital Management, Talent Development and Succession Planning” in our Proxy Statement.

Environmental and Other Regulation

We face a number of environmental concerns, including potential liability due to accidental discharge from our containers, potential equipment obsolescence or retrofitting expenses due to changes in environmental regulations, and increased risk of container performance problems due to container design changes driven by environmental factors. These risks are particularly significant for our refrigerated container product line, as environmental regulations have targeted the global warming potential of chemical refrigerants and the blowing agent historically used in the insulation for refrigerated containers. Refrigerated container manufacturers have also changed the treatment process for the steel frame of refrigerated containers in a way that may lead to increased corrosion. Additional information on environmental and equipment performance risks is located in the Risk Factors section.

While we maintain environmental liability insurance coverage, and the terms of our leases and other arrangements for use of our containers place the responsibility for environmental liability on the end user, we still may be subject to environmental liability in connection with our current or historical operations. In certain countries like the United States, the owner of a leased container may be liable for the costs of environmental damage from the discharge of the contents of the container even though the owner is not at fault. Our lessees are required to indemnify us from environmental claims and our standard master tank container lease agreement insurance clause requires our tank container lessees to provide pollution liability insurance.

Our operations are also subject to regulations promulgated in various countries, including the United States, seeking to protect the integrity of international commerce and prevent the use of equipment for international terrorism or other illicit activities. As these regulations develop and change, we may incur increased compliance costs due to the acquisition of new, compliant equipment and/or the adaptation of existing equipment to meet new requirements imposed by such regulations. In addition, violations of these rules and regulations can result in substantial fines and penalties, including potential limitations on operations or forfeitures of assets. We may also be affected by legal or regulatory responses to supply chain disruptions that have occurred as a result of the COVID-19 pandemic.

Currency

The U.S. dollar is the operating currency for the large majority of our leases and obligations, and most of our revenues and expenses are denominated in U.S. dollars. However, we pay our subsidiaries' non-U.S. staff in local currencies, and our direct operating expenses and disposal transactions for our older containers are often structured in foreign currencies. We record realized and unrealized foreign currency exchange gains and losses primarily due to fluctuations in exchange rates related to our Euro and Pound Sterling transactions and related assets and liabilities.

Information about our Executive Officers

Name	Age	Current Position	Position Held Since
Brian M. Sondey	54	Chairman, Chief Executive Officer	2016
John Burns	61	Senior Vice President and Chief Financial Officer	2016
Carla Heiss	52	Senior Vice President, General Counsel and Secretary	2019
John F. O'Callaghan	61	Executive Vice President and Global Head of Marketing & Operations	2016
Kevin Valentine	56	Senior Vice President, Triton Container Sales	2016

Brian M. Sondey is our Chairman and Chief Executive Officer. Upon the closing of the merger of Triton Container International Limited ("TCIL") and TAL International Group, Inc. ("TAL") in July 2016, Mr. Sondey, who had served as Chairman, President and Chief Executive Officer of TAL since 2004, became Chairman and Chief Executive Officer of Triton. Mr. Sondey joined TAL's former parent, Transamerica Corporation, in April 1996 as Director of Corporate Development. He then joined TAL International Container Corporation in November 1998 as Senior Vice President of Business Development. In September 1999, Mr. Sondey became President of TAL International Container Corporation. Prior to his work with Transamerica Corporation and TAL International Container Corporation, Mr. Sondey worked as a Management Consultant at the Boston Consulting Group and as a Mergers & Acquisitions Associate at J.P. Morgan. Mr. Sondey holds an MBA from The Stanford Graduate School of Business and a BA degree in Economics from Amherst College.

John Burns is our Senior Vice President and Chief Financial Officer. Upon the closing of the merger of TCIL and TAL in July 2016, Mr. Burns, who had served as the Senior Vice President and Chief Financial Officer of TAL since 2009, became the Senior Vice President and Chief Financial Officer of Triton. Mr. Burns joined TAL's former parent, Transamerica Corporation in 1996 as Director of Internal Audit and progressed over time to positions of increasing responsibility. Prior to his work with Transamerica Corporation and TAL International Container Corporation, Mr. Burns worked as an Audit Senior Manager at Ernst & Young LLP. Mr. Burns holds a BA in Finance from the University of St. Thomas, St. Paul, Minnesota and is a certified public accountant.

Carla Heiss is our Senior Vice President, General Counsel and Secretary and has served in this role since December 2019. Prior to joining Triton, Ms. Heiss was Deputy General Counsel and Secretary at Bunge Limited, where she worked from 2003 to 2019. Prior to that, she worked as an Associate in Capital Markets and International Finance at Shearman & Sterling, LLP from 1994 to 2003. Ms. Heiss holds a J.D. degree from the George Washington University Law School and earned her B.A. degree in Government from Cornell University.

John O'Callaghan is our Executive Vice President and Global Head of Field Marketing and Operations. Upon the closing of the merger of TCIL and TAL in July 2016, Mr. O'Callaghan, who had served as the Senior Vice President for Europe, North America, South America and the Indian Subcontinent of TCIL since 2006, became the Executive Vice President, Global Head of Field Marketing & Operations of Triton. Mr. O'Callaghan joined TCIL in 1994 as Marketing Manager of Refrigerated Containers and progressed over time to positions of increasing responsibility. Prior to his work with TCIL, Mr. O'Callaghan

worked as an Architect at Buro Bolles Wilson, Germany & Young LLP and was also an Architect at Canary Wharf development with Koetter Kim. Mr. O'Callaghan studied engineering at Trinity College Dublin and qualified with RIBA (Royal Institute of British Architects) as an architect with the Architectural Association in London.

Kevin Valentine is our Senior Vice President of Triton Container Sales. Upon the closing of the merger of TCIL and TAL in July 2016, Mr. Valentine, who had served as the Senior Vice President of Trader and Global Operations of TAL since 2011, became the Senior Vice President of Triton Container Sales of Triton. Mr. Valentine joined TAL International Container Corporation in 1994 as Regional Marketing Manager and progressed over time to positions of increasing responsibility. Prior to his work with TAL, Mr. Valentine worked as a Marketing Manager at Tiphook Container Rental. Mr. Valentine received a BA (Hons) degree in Business from Middlesex University, London, England.

ITEM 1A. RISK FACTORS

Risks Related to the COVID-19 Pandemic

Our business, results of operations and financial condition could be materially adversely affected by a resurgence of the COVID-19 pandemic.

The initial outbreak of COVID-19 and the resulting imposition of work, social and travel restrictions, as well as other actions by government authorities to contain the outbreak, led to a significant decrease in global economic activity and global trade in the first half of 2020. During this time, we faced reduced container demand, decreasing utilization, market leasing rates and used container sale prices, and decreasing profitability. We also had increased concerns about customer credit risk. These market pressures eased and our performance recovered in the second half of 2020 as economic and social restrictions were lifted and global trade rebounded. However, many countries are seeing high levels of COVID-19 cases and there continues to be an elevated degree of risk and uncertainty with respect to the trajectory of the pandemic. Market conditions and our financial performance could be negatively impacted in the future by a resurgence of the pandemic.

Unique dynamics related to the COVID-19 pandemic supported very strong market conditions and our financial performance in 2021. We expect these dynamics will eventually fade.

While the outbreak of COVID-19 and imposition of economic and social restrictions had a negative impact on global trade and container demand in the first part of 2020, COVID-19 had a strongly positive impact on our market conditions beginning in the second half of 2020 and continuing through 2021. Once initial lockdown pressures eased, global goods consumption was boosted by a shift in consumer spending from services and experiences to goods, which drove a strong rebound in global trade volumes and container demand. In addition, the cycle time for containers was negatively impacted by a variety of supply chain challenges related to COVID-19, including reduced port productivity, a shortage of trucking capacity and warehouse staffing challenges. The slower velocity for containers created incremental container demand. In 2021, this strong demand for containers led to very high utilization for our container fleet, record prices for new and used containers, and very high market leasing rates. However, we anticipate that trade growth will normalize as consumers shift more spending back to services and experiences and as supply chain bottlenecks are addressed. While the timing is uncertain, we expect normalizing conditions will cause container prices, market lease rates and our key operating metrics to trend down toward historically-normal levels.

Risks Related to Our Business and Industry

The international nature of our business exposes us to numerous risks.

We are subject to numerous risks inherent in conducting business across national boundaries, any one of which could adversely impact our business. Several of these risks are discussed in more detail throughout this Risk Factors section. Additional risks of international operations include, but are not limited to:

- the imposition of tariffs or other trade barriers;
- difficulties with enforcement of lessees' obligations across various jurisdictions;
- changes in governmental policy or regulation affecting our business and industry, including as a result of the political relationship between the U.S. and other countries;
- restrictions on the transfer of funds into or out of countries in which we operate;
- political and social unrest or instability;
- nationalization of foreign assets;
- military conflicts;
- government protectionism;
- health or similar issues, including epidemics and pandemics such as the COVID-19 pandemic; and
- labor or other disruptions at key ports or at manufacturing facilities of our suppliers.

Our ability to enforce lessees' obligations will be subject to applicable law in the jurisdiction in which enforcement is sought. As containers are used in international commerce, it is not possible to predict, with any degree of certainty, the jurisdictions in which enforcement proceedings may be commenced. For example, repossession from defaulting lessees may be difficult and more expensive in jurisdictions in which laws do not confer the same security interests and rights to creditors and lessors as those in the United States and in other jurisdictions where recovery of containers from defaulting lessees is more

cumbersome. As a result, the costs, relative success and expedience of collecting receivables or pursuing enforcement proceedings with respect to containers in various jurisdictions cannot be predicted.

Substantial supply chain bottlenecks and other logistical constraints such as the ones experienced in 2021 could lead to increased government regulation which may negatively impact container flows and container demand, as well as lead to higher costs of conducting business globally. Any one or more of these or other factors could adversely affect our current or future international operations and business.

Container leasing demand can be negatively affected by decreases in global trade due to global and regional economic downturns.

Overall demand for containers depends largely on the rate of world trade and economic growth. A significant downturn in global economic growth or recessionary conditions in major geographic regions can negatively affect container demand and lessors' decisions to lease containers. During economic downturns and periods of reduced trade, shipping lines tend to use and lease fewer containers, or lease containers only at reduced rates, and tend to rely more on their own fleets to satisfy a greater percentage of their requirements. As a result, during periods of weak global economic activity or reduced trade, container lessors typically experience decreased leasing demand, decreased equipment utilization, lower average rental rates, decreased leasing revenue, decreased used container resale prices and significantly decreased profitability. These effects can be and have been severe.

Increased tariffs or other trade actions could adversely affect our business, financial condition and results of operations.

The international nature of our business and the container shipping industry exposes us to risks relating to the imposition of import and export duties, quotas and tariffs. These risks have increased recently as the United States and other countries have adopted protectionist trade policies and as companies look to on-shoring or near-shoring their production to address material and parts shortages and/or increased costs due to these actions. Trade growth and demand for leased containers decreased significantly from 2018 to 2019 due to a trade dispute between the U.S. and China that led to both countries imposing tariffs on imported goods from the other. While the United States and China agreed in January 2020 to limit further actions, tariffs and other trade barriers remain historically high and key areas of difference remain unresolved and tensions have remained elevated. Given the importance of the United States and China in the global economy, continued tensions between these countries could significantly reduce the volume of goods traded internationally and reduce the rate of global economic growth. Increased trade barriers and the risk of further disruptions is also motivating some manufacturers and retailers to reduce their reliance on overseas production and could reduce the long-term growth rate for international trade, leading to decreased demand for leased containers, lower new container prices, decreased market leasing rates and lower used container disposal prices. These impacts could have a materially adverse effect on our business, profitability and cash flows.

We face extensive competition in the container leasing industry.

The container leasing and sales business is highly competitive. We compete with five other major leasing companies, many smaller container lessors, equipment financing companies, and manufacturers of container equipment, who sometimes lease and finance containers directly with our shipping line customers. Some of these competitors may have greater financial resources and access to capital than us and may have lower investment return expectations. Additionally, some of these competitors may, at times, accumulate a high volume of underutilized inventories of containers, which could lead to significant downward pressure on lease rates and margins. As market conditions evolve, we may see new competition entering the market.

Competition among container leasing companies involves many factors, including, among others, lease rates, lease terms (including lease duration, and drop-off and repair provisions), customer service, and the location, availability, quality and individual characteristics of equipment. In addition, new technologies and the expansion of existing technologies, such as digitalization and expanded online services, may increase competitive pressures in our industry. The highly competitive nature of our industry may reduce our lease rates and margins and undermine our ability to maintain our current level of container utilization or achieve our growth plans.

Our customers may decide to lease fewer containers. Should shipping lines decide to buy a larger percentage of the containers they operate, our utilization rate and level of investment would decrease, resulting in decreased leasing revenues, increased storage costs, increased repositioning costs and lower growth.

We, like other suppliers of leased containers, are dependent upon decisions by shipping lines to lease rather than buy their container equipment. Shipping lines were exceptionally profitable in 2021, which could lead to increased investment in their

container fleets. Should shipping lines decide to buy a larger percentage of the containers they operate, our utilization rate would decrease, resulting in decreased leasing revenues, increased storage costs and increased repositioning costs. A decrease in the portion of leased containers operated by shipping lines would also reduce our investment opportunities and significantly constrain our growth. Most of the factors affecting the lease versus buy decisions of our customers are outside of our control.

Market leasing rates may decrease due to a decrease in new container prices, weak leasing demand, increased competition or other factors.

Market leasing rates have historically varied widely and changed suddenly. Market leasing rates are typically a function of, among other things, new equipment prices (which are heavily influenced by steel prices), interest rates, the type and length of the lease, the equipment supply and demand balance at a particular time and location, and other factors described in this “Risk Factors” section.

A decrease in market leasing rates negatively impacts the leasing rates on both new container investments and the existing containers in our fleet. Most of our existing containers are on operating leases, with lease terms shorter than the expected life of the container, thus the lease rate we receive for the container is subject to change at the expiration of the current lease. The profitability impact of decreasing lease rates on existing containers can be particularly severe since it leads to a reduction in revenue with no corresponding reduction in investment or expenses.

We are exposed to customer credit risk, including the risk of lessee defaults.

Our containers and chassis are leased to numerous customers, who are responsible to pay lease rentals and other charges, including repair fees and costs for damage to or loss of equipment. Some of our customers are privately owned and do not provide detailed financial information regarding their operations. Our customers could incur financial difficulties, or otherwise have difficulty making payments to us when due for any number of factors which we may be unable to anticipate. A delay or diminution in amounts received under the leases, or a default in the performance of our lessees' obligations under the leases could adversely affect our business, financial condition, results of operations and cash flows and our ability to make payments on our debt.

In addition, when lessees default, we may fail to recover all of our equipment, and the equipment we do recover may be returned in damaged condition or to locations where we may not be able to efficiently re-lease or sell the equipment. As a result, we may have to repair our equipment and reposition it to other locations and we may lose lease revenues and incur significant operating expenses. We also often incur extra costs when repossessing containers from a defaulting lessee. These costs typically arise when our lessee has also defaulted on payments owed to container terminals or depot facilities where the repossessed containers are located. In such cases, the terminal or depot facility may delay or bar us from taking possession of our containers or sometimes seek to have us repay a portion of the lessee's unpaid bills as a condition to releasing the containers back to us.

While the container shipping industry experienced improved profitability in 2020 and 2021, the industry has generally been characterized by excess vessel capacity and weak financial performance. A number of our customers generated significant financial losses in the years prior to 2021. In addition, the potential impact of a customer default has increased due to the large volume of high-priced containers purchased and leased out in 2021. If a customer defaults in the future and new equipment prices and market lease rates have returned to historical long-term averages, the impact of such a default would likely be greater than our historical experience. In addition, following the bankruptcy of Hanjin Shipping Co. Ltd. in 2016, it has become more difficult and expensive to obtain credit insurance in our industry and we have chosen not to purchase credit insurance policies. As a result, a major customer default could have a significant adverse impact on our business, financial condition and cash flows.

Our customer base is highly concentrated. A default by or significant reduction in leasing business from any of our large customers could have a material adverse impact on our business and financial performance.

Our five largest customers represented approximately 60% of our lease billings in 2021. Our single largest customer, CMA CGM S.A., represented approximately 21% of lease billings in 2021, our second largest customer Mediterranean Shipping Company S.A., represented approximately 16% of lease billings in 2021, and our third largest customer, Ocean Network Express, represented approximately 10% of lease billings in 2021. Furthermore, the shipping industry has been consolidating for a number of years, and further consolidation could increase the portion of our revenues that come from our largest customers. Given the high concentration of our customer base, a default by or a significant reduction in future lease

transactions with any of our major customers could materially reduce our leasing revenues, profitability, liquidity and growth prospects.

We purchase containers from a small number of container manufacturers primarily based in China, potentially limiting our ability to maintain an adequate supply of containers and increasing our risk of negative outcomes from any manufacturing disputes.

The vast majority of intermodal containers are currently manufactured in China, and we currently purchase substantially all of our dry, refrigerated, special, and tank containers from third-party manufacturers based there. In addition, the container manufacturing industry in China is highly concentrated. In the event that it were to become more difficult or more expensive for us to procure containers in China because of further consolidation among container suppliers, reduced production by our suppliers, increased tariffs imposed by the United States or other governments or for any other reason, we may be unable to fully pass these increased costs through to our customers in the form of higher lease rates and we may not be able to adequately invest in and grow our container fleet.

Additionally, we may face significant challenges in the event of disputes with container manufacturers due to the limited number of potential alternative suppliers and higher uncertainty of outcomes for commercial disputes in China. Such disputes could involve manufacturers' warranties or manufacturers' ability and willingness to comply with key terms of our purchase agreements such as container quantities, container quality, delivery timing and price.

Manufacturers of equipment may be unwilling or unable to honor manufacturer warranties covering defects in our equipment or we may incur significant increased costs or reductions in the useful life of equipment due to changes in manufacturing processes, which could adversely affect our business, financial condition and results of operations.

We obtain warranties from the manufacturers of equipment that we purchase. When defects in the containers occur, we work with the manufacturers to identify and rectify the problems. However, there is no assurance that manufacturers will be willing or able to honor warranty obligations. In addition, manufacturers' warranties typically do not cover the full expected life of our containers. If the manufacturer is unwilling or unable to honor warranties covering failures occurring within the warranty period or if defects are discovered in containers that are no longer covered by manufacturers' warranties, we could be required to expend significant amounts of money to repair the containers, the useful lives of the containers could be shortened and the value of the containers reduced.

Several key container components and manufacturing processes have undergone changes over the last several years, in many cases due to environmental concerns. These changes include, but are not limited to, the following:

- Changes in paint application systems to water-based from solvent-based;
- Changes to the wood floorboard materials to farm-grown woods from tropical hard woods; and
- Changes to insulation foaming processes for the walls of refrigerated containers.

These changes have not yet proven their durability over the typical 12 to 15 year life of a container in a marine environment. In addition, due to increased container demand in 2021, manufacturers significantly accelerated their rate of production in order to keep pace with demand. The impact of these and future changes in manufacturing processes or materials on the quality and durability of our equipment is uncertain and may result in increased costs to maintain or a significant reduction in the useful life of the equipment.

Used container sales prices are volatile and sale prices can fall below our accounting residual values, leading to losses on the disposal of our equipment.

Although our revenues primarily depend upon equipment leasing, our profitability is also affected by the gains or losses we realize on the sale of used containers because, in the ordinary course of our business, we sell certain containers when they are returned by customers upon lease expiration. The volatility of the selling prices and gains or losses from the disposal of such equipment can be significant. Used container selling prices, which can vary substantially, depend upon, among other factors, the cost of new containers, the global supply and demand balance for containers generally, the location of the containers, the supply and demand balance for used containers at a particular location, the physical condition of the container and related refurbishment needs, materials and labor costs and obsolescence of certain equipment or technology. Most of these factors are outside of our control.

Containers are typically sold if it is in our best interest to do so after taking into consideration local and global leasing and sale market conditions and the age, location and physical condition of the container. As these considerations vary, gains or losses on sale of equipment will also fluctuate and may be significant if we sell large quantities of containers.

Used container selling prices and the gains or losses that we have recognized from selling used containers have varied widely. In 2015 and 2016, used container prices dropped to levels below our estimated residual values, resulting in significant losses on sale of leasing equipment. Used container sale prices rebounded significantly in 2017 and 2018, declined in 2019, and again rebounded significantly beginning in the second half of 2020 and continuing throughout 2021. If disposal prices were to fall back below our residual values for an extended period, it would have a significantly negative impact on our profitability and cash flows.

Equipment trading results have been highly volatile and are subject to many factors outside of our control.

The profitability of our equipment trading activities has varied widely. Our ability to sustain a high level of equipment trading profitability will require securing large volumes of additional trading equipment and continuing to achieve high selling margins. Several factors could limit our trading volumes. Shipping lines that have sold containers to us could develop other means for disposing of their equipment or develop their own sales networks. In addition, we may limit our purchases if we have concerns that used container selling prices might decrease. Our equipment trading results would also be negatively impacted by a reduction in our selling margins by increased competition for purchasing trading containers or by decreased sales prices. If sales prices rapidly deteriorate and we hold a large inventory of equipment that was purchased when prices for equipment were higher, we may incur significant losses.

A number of key personnel are critical to the success of our business.

We have senior executives and other management level employees with extensive industry experience. We rely on this knowledge and experience in our strategic planning and in our day-to-day business operations. Our success depends in large part upon our ability to retain our senior management, the loss of one or more of whom could have a material adverse effect on our business. Our success also depends on our ability to retain our experienced sales team and technical personnel, as well as to recruit new skilled sales, marketing and technical and other support personnel. Competition for experienced managers in our industry can be intense. If we fail to retain and recruit the necessary personnel, our business and our ability to retain customers and provide acceptable levels of customer service could suffer.

We may incur future asset impairment charges.

An asset impairment charge may result from the occurrence of an adverse change in market conditions, unexpected adverse events or management decisions that impact our estimates of expected cash flows generated from our long-lived assets. We review our long-lived assets, including our container and chassis equipment, goodwill and other intangible assets, for impairment when events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. We may be required to recognize asset impairment charges in the future as a result of reductions in demand for specific container and chassis types, a weak economic environment, challenging market conditions, events related to particular customers or asset types, or as a result of asset or portfolio sale decisions by management. The likelihood that we could incur asset impairment charges increases during periods of low new container prices, low market lease rates and low used container selling prices.

In addition, while used container selling prices are currently above our estimated residual values, they are extremely volatile and if disposal prices fall below our residual values for an extended period, we would likely need to revise our estimates for residual values. Decreasing estimates for residual values would result in an immediate impairment charge on containers older than the estimated useful life in our depreciation calculations, and would result in increased depreciation expense for all of our other containers in subsequent periods. Asset impairment charges could significantly impact our profitability and could potentially cause us to breach the financial covenants contained in some or all of our debt agreements. The impact of asset impairment charges and a potential covenant default could be severe.

We may incur significant costs associated with relocation of leased equipment.

When lessees return equipment to locations where supply exceeds demand, containers are routinely repositioned to higher demand areas. Positioning expenses vary depending on geographic location, distance, freight rates and other factors. Positioning expenses can be significant if a large portion of our containers are returned to locations with weak demand. We seek to limit the number of containers that can be returned to areas where demand is not expected to be strong. However, future market conditions may not enable us to continue such practices. In addition, we may not be successful in accurately

anticipating which port locations will be characterized by weak or strong demand in the future, and current contracts will not provide much protection against positioning costs if ports that are expected to be strong demand ports turn out to be low demand ports when the equipment is returned. In particular, many of our lease contracts are structured so that most containers will be returned to areas with current strong demand, especially major ports in China. If the economy in China continues to evolve in a way that leads to less focus on manufacturing and exports and more focus on consumer spending, imports and services, we may face large positioning costs in the future to relocate containers dropped off into China.

It may become more expensive for us to store our off-hire containers.

We are dependent on third-party depot operators to repair and store our equipment in port areas throughout the world. In many of these locations, the land occupied by these depots is increasingly being considered as prime real estate. Accordingly, some depots are seeking to increase the rates we pay to store our containers, and some local communities are increasing restrictions on depot operations which increase their costs of operation and, in some cases, force depots to relocate to sites further from the port areas. Additionally, depots in prime locations may become filled to capacity based on market conditions and may refuse additional containers due to space constraints. As a result of these factors, the cost of maintaining and storing our off-hire containers could increase significantly.

Severe weather, climate change, international hostilities, terrorist attacks or other catastrophic events could negatively impact our operations and profitability and may expose us to liability.

Catastrophic natural events such as hurricanes, earthquakes, or fires, or other events, such as chemical explosions or other industrial accidents could lead to extensive damage to our equipment, significant disruptions to trade and reduced demand for containers. In addition, climate change could worsen some of these risks and lead to economic instability and extensive disruptions to world trade. These events could also impact the profitability of our customers and lead to higher credit risk. The incidence, severity and consequences of any of these events are unpredictable.

Military conflicts or other serious international disputes could also significantly impact our business. International conflicts often lead to economic sanctions and decreased trade activity and military conflicts often involve the blockade of ports. A serious conflict involving major global trading partners could have a material impact on global trade, the demand for containers, our profitability and our customers' ability to honor their lease obligations.

It is also possible that our containers could be involved in a terrorist attack. Although our lease agreements typically require our customers to indemnify us against all damages and liabilities arising out of the use of our containers and we carry insurance to potentially offset any costs in the event that our customer indemnifications prove to be insufficient, our insurance does not cover certain types of terrorist attacks. We may also experience reputational harm from a terrorist attack in which one of our containers is involved.

Risks Related to Our Indebtedness and Liquidity

We have a substantial amount of debt outstanding and have significant debt service requirements. Our high level of indebtedness may reduce our financial flexibility, impede our ability to operate and increase our risk of default.

We use substantial amounts of debt to fund our operations, particularly our purchase of equipment. As of December 31, 2021, we had outstanding indebtedness of approximately \$8,562.5 million under our debt facilities. Total interest and debt expense for the year ended December 31, 2021 was \$222.0 million.

Our substantial amount of debt could have important consequences for investors, including:

- making it more difficult for us to satisfy our obligations with respect to our debt facilities, which could result in an event of default under the agreements governing such indebtedness and potentially lead to insolvency;
- requiring us to dedicate a substantial portion of our cash flow from operations to make payments on our debt, thereby reducing funds available for operations, capital expenditures, future business opportunities and other purposes;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- reducing our profit margin and investment returns on new container investments if we are unable to pass along increases in our cost of financing to our customers through higher lease rates,
- making it difficult for us to pay dividends on or repurchase our common and preferred shares;

- increasing our vulnerability to general adverse economic and industry conditions, including changes in interest rates; and
- placing us at a competitive disadvantage compared to our competitors having less debt.

We may also incur substantial additional indebtedness in the future. To the extent that new indebtedness is added to current debt levels, the risks described above would increase.

We may not be able to refinance any of our indebtedness on commercially reasonable terms or at all.

During difficult market environments, lenders to the container leasing industry may become more cautious, decreasing our sources of available debt financing and increasing our borrowing costs. In addition, we are the largest container leasing exposure for many of our lenders, and the amount of incremental loans available from our existing lenders may become constrained due to single-name credit limitations. If we cannot refinance our indebtedness, we may have to take actions such as selling assets, seeking equity capital or reducing or delaying future capital expenditures or other business investments, which could have a material adverse impact on our growth rate, profitability, share price and cash flows. Such actions, if necessary, may not be effected on commercially reasonable terms.

Our credit facilities impose significant operating and financial restrictions, which may prevent us from pursuing certain business opportunities and taking certain actions.

Our credit facilities and other indebtedness impose, and the terms of any future indebtedness may impose, significant operating, financial and other restrictions on us and our subsidiaries. These restrictions may limit or prohibit, among other things, our ability to:

- incur additional indebtedness;
- pay dividends on or redeem or repurchase our shares;
- make loans and investments;
- create liens;
- sell certain assets or merge with or into other companies;
- enter into certain transactions with our shareholders and affiliates;
- cause our subsidiaries to make dividend, distributions and other payments to us; and
- otherwise conduct necessary corporate activities.

These restrictions could adversely affect our ability to finance our future operations or capital needs and pursue available business opportunities. In addition, certain agreements governing our indebtedness contain financial maintenance covenants that require us to satisfy certain ratios such as maximum leverage and minimum interest coverage. A breach of any of the above restrictions or financial covenants could result in an event of default in respect of the related indebtedness. If a default occurs, the relevant lenders could elect to declare the indebtedness to be immediately due and payable and proceed against any collateral securing that indebtedness.

Our ability to obtain debt financing and our cost of debt financing is, in part, dependent upon our credit ratings and outlook. A credit downgrade or being placed on negative watch could adversely impact our liquidity, access to capital markets and our financial results.

Maintaining our credit ratings depends on our financial results and on other factors, including the outlook of the rating agencies on our sector and on the debt capital markets generally. A credit rating downgrade or being placed on negative watch may make it more difficult or costly for us to raise debt financing, resulting in a negative impact on our liquidity and financial results.

A significant increase in our borrowing costs could negatively affect our financial condition, cash flow and results of operations.

Our lease rental stream is generally fixed over the life of our leases whereas our interest costs can vary over time. The interest rates on our debt financings have several components, including credit spreads and underlying benchmark rates. We employ various hedging strategies to mitigate this interest rate risk. Our hedging strategies rely considerably on assumptions and projections regarding our assets and lease portfolio as well as general market factors. If any of these assumptions or projections prove to be incorrect or our hedges do not adequately mitigate the impact of changes in interest rates, we may experience volatility in our earnings that could adversely affect our profitability and financial condition. In addition, we may

not be able to find market participants that are willing to act as our hedging counterparties on acceptable terms or at all, which could have an adverse effect on the success of our hedging strategies.

The expected discontinuation of the LIBOR benchmark interest rate may have an impact on our business.

On July 27, 2017, the U.K. Financial Conduct Authority (the "FCA"), which regulates LIBOR, announced that it will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021. On March 5, 2021, the FCA announced in a public statement the future cessation of LIBOR benchmark settings. Based on this announcement, we expect that the 1-month LIBOR rate that we currently use in our credit facilities and interest rate swap agreements will cease to be published on June 30, 2023.

In the United States, the Secured Overnight Finance Rate ("SOFR") has emerged as the preferred alternative rate for LIBOR following its discontinuation. SOFR is a broad measure of the cost of borrowing cash overnight collateralized by Treasury securities in the repurchase agreement market. At this time, it is not possible to predict how markets will respond to SOFR or other alternative reference rates. In addition, it is uncertain what methods of calculating a replacement rate will be adopted generally or whether different industry bodies, such as the loan market and the derivatives market, will adopt the same methodologies.

As of December 31, 2021, we had \$3,116.0 million of total debt outstanding under facilities with interest rates based on floating-rate indices. In addition, we had \$1,929.7 million notional value of interest rate swaps in place that are indexed to LIBOR. Our credit facilities include fallback language that generally would result in SOFR automatically replacing LIBOR at the time of its discontinuance. We cannot predict what the impact of such replacement rate would be to our interest expense. The Company's swap agreements are governed by the International Swap Dealers Association ("ISDA"), which has developed fallback language for swap agreements and has established guidelines to allow counterparties to modify historical trades to include the new fallback language. Potential changes to the underlying floating-rate indices and reference rates may have an adverse impact on our agreements indexed to LIBOR and could have a negative impact on our profitability and cash flows. Furthermore, we cannot predict or quantify the time, effort and cost required to transition to the use of new benchmark rates, including with respect to negotiating and implementing any necessary changes to existing contractual arrangements, and implementing changes to our systems and processes. We continue to evaluate the operational and other effects of such changes.

Risks Related to Information Technology and Data Security

We rely on our information technology systems to conduct our business. If there are disruptions and these systems fail to adequately perform their functions, or if we experience an interruption in our operations, our business and financial results could be adversely affected.

The efficient operation of our business is highly dependent on our information technology systems, including our transaction tracking and billing systems and our customer interface systems. These systems allow customers to facilitate sales orders and drop-off requests, view current inventory and check contractual terms in effect with respect to any given container lease agreement. These systems also process and track transactions, such as container pick-ups, drop-offs and repairs, and bill customers for the use of and damage to our equipment. If our information technology systems are damaged or an interruption is caused by a computer systems failure, viruses, security breach, hacker attack, ransom attack, fire, natural disasters or power loss, we may not be able to accurately bill our customers for the containers they have on lease and the disruption to our normal business operations and impact on our costs, competitiveness and financial results could be significant.

Security breaches and other disruptions could compromise our information technology systems and expose us to liability, which could cause our business and reputation to suffer.

In the ordinary course of our business, we collect and store sensitive data on our systems and networks, including our proprietary business information and that of our customers and suppliers, and personally identifiable information of our customers and employees. The secure storage, processing, maintenance and transmission of this information is critical to our operations. Despite the security measures we employ, our information technology systems and networks may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise such systems and networks and the information stored therein could be accessed, publicly disclosed and/or lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, disruption to our operations, damage to our reputation and/or loss of competitive position.

Risks Related to Legal, Tax, and Other Regulatory and Compliance Matters

We may incur increased costs or be required to comply with increased restrictions due to the implementation of government regulations.

Trade and transportation activity is regulated in most major economies. International containers and container leasing companies have historically not been heavily impacted by regulations since containers have typically been viewed as international assets. However, many governments, including the United States, are considering increased regulation of containerized trade in response to supply chain disruptions and increased transportation costs in 2021. We could incur increased costs and face operational complexity under new regulations. For example, draft legislation in the United States would subject shipping lines to liability for failure to provide containers to exporters in consideration of reasonably foreseeable export demand, which might eventually lead to increased oversight of container suppliers, including container leasing companies.

We also may become subject to regulations seeking to protect the integrity of international commerce and prevent the use of containers for international terrorism or other illicit activities. For example, the Container Safety Initiative, the Customs-Trade Partnership Against Terrorism and Operation Safe Commerce are among the programs administered by the U.S. Department of Homeland Security that are designed to enhance security for containerized cargo entering and leaving the United States. Moreover, the International Convention for Safe Containers (“CSC”) applies to containers and seeks to maintain a high level of safety of human life in the transport and handling of containers by providing uniform international safety regulations. As these regulations develop and change, we may incur increased costs for the acquisition of new, compliant containers and/or the adaptation of existing containers to meet any new requirements imposed by such regulations. Additionally, certain companies are currently developing or may in the future develop products designed to enhance the security of containers transported in international commerce. We may incur increased costs associated with the adoption of these products, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

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

There is no internationally recognized system for recording or filing to evidence our title to containers nor is there an internationally recognized system for filing security interests in containers. Although this has not occurred to date, the lack of an international title recordation system for containers could result in disputes with lessees, end-users, or third parties who may improperly claim ownership of the containers.

If we fail to comply with applicable regulations that impact our international operations, our business, results of operations or financial condition could be adversely affected.

Due to the international scope of our operations, we are subject to a numerous laws and regulations, including economic sanctions, anti-corruption, anti-money laundering, import and export and similar laws. Recent years have seen a substantial increase in the enforcement of many of these laws in the United States and other countries. Any failure or perceived failure to comply with existing or new laws and regulations may subject us to significant fines, penalties, criminal and civil lawsuits, forfeiture of significant assets, and other enforcement actions in one or more jurisdictions, result in significant additional compliance requirements and costs, increase regulatory scrutiny of our business, result in the loss of customers, restrict our operations and limit our ability to grow our business, adversely affect our results of operations, and harm our reputation.

Environmental regulations and liability may adversely affect our business and financial condition.

We are subject to U.S. federal, state, local and foreign laws and regulations relating to the protection of the environment, including those governing the discharge of pollutants to air and water, the management and disposal of hazardous substances and wastes and the cleanup of contaminated sites. We could incur substantial costs, including cleanup costs, fines and third-party claims for property damage and personal injury, as a result of violations of or liabilities under environmental laws and regulations in connection with our or our lessees’ current or historical operations. Under some environmental laws in the United States and certain other countries, the owner of a leased container may be liable for environmental damage, cleanup or other costs in the event of a spill or discharge of material from a container without regard to the owner’s fault. Our insurance coverage and any indemnities provided by our lessees may be insufficient to compensate us for losses arising from environmental damage.

Changes in laws and regulations, or actions by authorities under existing laws or regulations, to address greenhouse gas emissions and climate change could negatively impact our and our customers’ business. For example, restrictions on emissions

could significantly increase costs for our customers whose operations require significant amounts of energy. Customers' increased costs could reduce their demand to lease our assets. Additionally, many countries, including the United States, restrict, prohibit or otherwise regulate the use of chemical refrigerants due to their ozone depleting and global warming effects. Our refrigerated containers currently use various refrigerants. Manufacturers of cooling machines for refrigerated containers have begun selling units that utilize alternative refrigerants, as well as natural refrigerants such as carbon dioxide, that may have less global warming potential than current refrigerants. If future regulations prohibit the use or servicing of containers using current refrigerants, we could be forced to incur large retrofitting expenses. In addition, refrigerated containers that are not retrofitted may become difficult to lease, command lower rental rates and disposal prices, or may have to be scrapped.

Also, historically, the foam insulation in the walls of refrigerated intermodal containers required the use of a blowing agent that contained CFCs. The manufacturers producing our refrigerated containers have eliminated the use of this blowing agent in the manufacturing process, but a large number of our refrigerated containers manufactured prior to 2014 contain these CFCs. The EU prohibits the import and the placing on the market in the EU of intermodal containers with insulation made with such process. However, we believe international conventions governing free movement of intermodal containers allow the use of such intermodal refrigerated containers in the EU if they have been admitted into EU countries on temporary customs admission. We have procedures in place that we believe comply with the relevant EU and country regulations. If such intermodal refrigerated containers exceed their temporary customs admission period and/or their customs admission status changes and such intermodal refrigerated containers are deemed placed on the market in the EU, or if our procedures are deemed not to comply with EU or a country's regulation, we could be subject to fines and penalties. Also, if future international regulations change, we could be forced to incur large retrofitting expenses and those containers that are not retrofitted may become more difficult to lease and command lower rental rates and disposal prices. Potential consequences of changes in laws and regulations addressing climate change and other environmental impacts could have a material adverse effect on our financial condition and results of operations and cash flows.

Future U.S. tax rule changes that result in tax rate increases or a reduction in our level of continuing investment in U.S. subsidiaries may subject us to unanticipated tax liabilities that may have a material adverse effect on our results of operations and cash flows.

We are a Bermuda company, however, a significant portion of our operations is subject to taxation in the U.S. Our U.S. subsidiaries record tax provisions in their financial statements based on current tax rates. If there was an increase in the tax rate due to changes in enacted tax laws, our tax provision and effective tax rate would increase and our results of operations would be negatively impacted.

Furthermore, certain of these subsidiaries currently do not pay any meaningful U.S. income taxes primarily due to the benefit they currently receive from accelerated tax depreciation of their container investments. However, the long duration of recent leases has limited the accelerated tax depreciation benefits of container investments, and as a result, we have limited the container investments made by the U.S. subsidiaries.

We expect this reduced investment in containers by the U.S. subsidiaries to result in an increase in cash tax payments in the future. A change in rules governing the tax depreciation for these U.S. subsidiaries' containers could further reduce or eliminate this tax benefit and further increase the U.S. subsidiaries' cash tax payments.

Beginning in 2022, a company's U.S. net interest expense deduction will be limited to 30% of its current year taxable income before net interest expense. Additionally, proposed legislation would, if enacted, potentially further limit a company's U.S. net interest expense deduction. In future years, the benefit our U.S. subsidiaries receive from accelerated tax depreciation of their container investments is expected to result in annual interest expense limitations, which may significantly increase these U.S. subsidiaries' cash tax payments and our overall effective tax rate.

We may be subject to unanticipated tax liabilities due to future foreign tax rule changes that may have a material adverse effect on our results of operations.

We are a Bermuda company, and we believe that the income derived from our operations will not be subject to tax in Bermuda, which currently has no corporate income tax. We further believe that a significant portion of the income derived from our operations will not be subject to tax in many other countries in which our customers or containers are located. However, this belief is also based on our understanding of the tax laws of the countries in which our customers use containers. The tax positions we take in various jurisdictions are subject to review and possible challenge by taxing authorities and to possible changes in law or rates that may have retroactive effect.

The Organization for Economic Co-operation and Development ("OECD") is coordinating a global effort to reform certain aspects of the international tax system. This effort included the December 2021 release of model rules for a 15% global minimum tax regime. If these model rules are partially or fully implemented globally, we expect an increase to our annual global income tax expense and potentially an increase in our annual global income tax payments.

Related to these efforts, Bermuda implemented the Economic Substance Act 2018 which requires affected Bermuda registered companies to maintain a substantial economic presence in Bermuda. This legislation and/or other OECD efforts could require us to incur substantial additional costs to maintain compliance, result in the imposition of significant penalties, create additional tax liabilities globally, and possibly require us to re-domicile our company or any Bermuda subsidiary to a jurisdiction with higher tax rates. Our results of operations could be materially and adversely affected if we become subject to these or other unanticipated tax liabilities.

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

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

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

Based on the composition of our income and valuation of our assets, we do not expect that we should be treated as a PFIC for the current taxable year or for the foreseeable future. However, because the PFIC determination in our case is made by taking into account all of the relevant facts and circumstances regarding our business without the benefit of clearly defined bright line rules, it is possible that we may be a PFIC for any taxable year or that the U.S. Internal Revenue Service (the "IRS") may challenge our determination concerning our PFIC status. U.S. investors should consult their own tax advisors regarding the application of the PFIC rules, including the availability of any elections that may mitigate adverse U.S. tax consequences in the event that we are or become a PFIC.

Risks Related to Owning Our Common or Preferred Shares

The price of our common and preferred shares has been highly volatile and may decline regardless of our operating performance.

The trading price of our common and preferred shares has been and may remain highly volatile. Factors affecting the trading price of our common and preferred shares may include:

- broad market and industry factors, including global and political instability, trade actions and interest rate and currency changes;
- variations in our financial results;
- changes in financial estimates or investment recommendations by securities analysts following our business;
- the public's response to our press releases, other public announcements and filings with the SEC;
- changes in accounting standards, policies, guidance or interpretations or principles;
- future sales of common shares by our directors, officers and significant shareholders;
- announcements of technological innovations or enhanced or new products by us or our competitors;
- the failure to achieve operating results consistent with securities analysts' projections;
- the operating and stock price performance of other companies that investors may deem comparable to us;
- changes in our dividend policy and share repurchase programs;
- fluctuations in the worldwide equity markets;
- recruitment or departure of key personnel;
- failure to timely address changing customer preferences; and

- other events or factors, including those resulting from the perceived or actual threat of impending natural disasters, coups, terrorism, war, or other armed conflict, as well as the actual occurrence of such events or responses to such events.

In addition, if the market for intermodal equipment leasing company stocks or the stock market in general experiences a loss of investor confidence, the trading price of our common and preferred shares could decline for reasons unrelated to our business or financial results. The trading price of our common and preferred shares might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us.

If securities analysts do not publish research or reports about our business or if they downgrade our shares, the price of our common shares could decline.

The trading market for our common shares relies in part on research and reports that industry or financial analysts publish about us, our business or our industry. We have no influence or control over the decisions or opinions of these analysts. In addition, regulatory changes such as Markets in Financial Instruments Regulation (MiFIR) have led to a reduction in the number of sell side research analysts covering companies of our size and our industry. If more of these analysts cease coverage of us, we could lose visibility in the market, which in turn could cause our share price to decline. Furthermore, if one or more analysts covering our Company downgrades our shares, the price of our shares could decline.

Future sales of our common or preferred shares, or the perception in the public markets that such sales may occur, may depress our share price.

The issuance of additional common and preferred shares or other equity securities or securities convertible into equity by us for financing or in connection with our incentive plans, acquisitions or otherwise may dilute the economic and voting rights of our existing shareholders or reduce the market price of our common and preferred shares or both. Sales or other issuances of substantial amounts of our common or preferred shares, or the perception that such sales could occur, could adversely affect the price of our common and preferred shares and could impair our ability to raise capital through the sale of additional shares.

We are incorporated in Bermuda and a significant portion of our assets are located outside the United States. As a result, it may not be possible for shareholders to enforce civil liability provisions of the federal or state securities laws of the United States against the Company. Additionally, Bermuda law differs from the laws of the United States and may afford less protections to shareholders.

We are incorporated under the laws of Bermuda and a significant portion of our assets are located outside the United States. It may not be possible to enforce court judgments obtained in the United States against us in Bermuda or in countries, other than the United States, where we will have assets, based on the civil liability provisions of the federal or state securities laws of the United States. In addition, there is some doubt as to whether the courts of Bermuda and other countries would recognize or enforce judgments of United States courts obtained against us or our officers or directors based on the civil liability provisions of the federal or state securities laws of the United States or would hear actions against us or those persons based on those laws. We have been advised by our legal advisors in Bermuda that the United States and Bermuda do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not based solely on United States federal or state securities laws, would not automatically be enforceable in Bermuda. Similarly, those judgments may not be enforceable in countries, other than the United States, where we have assets.

Additionally, our shareholders might have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction of the United States. As a Bermuda company, we are governed by the Bermuda Companies Act. The Bermuda Companies Act differs in some material respects from laws generally applicable to United States corporations and shareholders, including the provisions relating to interested directors, mergers, amalgamations and acquisitions, takeovers, shareholder lawsuits and indemnification of directors.

Certain provisions of our bye-laws and Bermuda law could hinder, delay or prevent a change in control that you might consider favorable, which could also adversely affect the price of our common shares.

Certain provisions of our bye-laws and Bermuda law could discourage, delay or prevent a transaction involving a change in control, even if doing so would benefit our shareholders. These provisions may include customary anti-takeover provisions. Anti-takeover provisions could substantially impede the ability of our public shareholders to benefit from a change in control or change of our management and Board of Directors and, as a result, may materially adversely affect the market price of our

common shares and your ability to realize any potential change of control premium. These provisions could also discourage proxy contests and make it more difficult for you and other shareholders to elect directors of your choosing and to cause us to take other corporate actions you desire.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Office Locations. As of December 31, 2021, our employees are located in 20 offices in 13 countries.

ITEM 3. LEGAL PROCEEDINGS

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

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common shares are listed on the NYSE under the symbol "TRTN".

On February 4, 2022, there were 111 holders of record of our common shares and 62,532 beneficial holders, based on information obtained from our transfer agent.

The following table provides certain information with respect to our purchases of the Company's common shares during the fourth quarter for the year ended December 31, 2021.

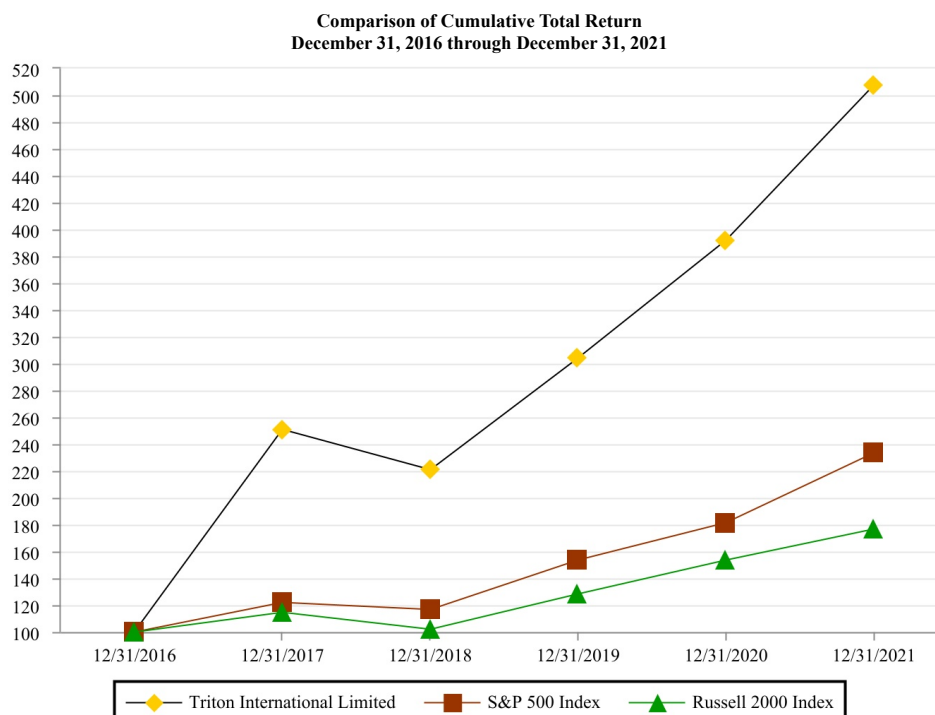
Period	Issuer Purchases of Common Shares ⁽¹⁾			Approximate dollar value of shares that may yet be purchased under the plan (in thousands)
	Total number of shares purchased ⁽²⁾	Average price paid per share		
October 1, 2021 through October 31, 2021	244,408	\$ 53.51	\$	200,000
November 1, 2021 through November 30, 2021	280,000	\$ 60.00	\$	183,193
December 1, 2021 through December 31, 2021	625,000	\$ 57.98	\$	146,942
Total	1,149,408	\$ 57.52	\$	146,942

(1) On October 20, 2021, the Company's Board of Directors increased the share repurchase authorization to \$200.0 million. The revised authorization may be used by the Company to repurchase common or preferred shares.

(2) This column represents the total number of shares purchased and the total number of shares purchased as part of publicly announced plans.

Performance Graph

The graph below compares our cumulative shareholder returns with the S&P 500 Stock Index and the Russell 2000 Stock Index for the period from December 31, 2016 through December 31, 2021. The graph assumes that the value of the investment in our common shares, the S&P 500 Stock Index and the Russell 2000 Stock Index was \$100 on December 31, 2016 and that all dividends were reinvested.



Company / Index	INDEXED RETURNS FOR THE YEARS ENDED DECEMBER 31,					
	2016	2017	2018	2019	2020	2021
Triton International Limited	\$100.00	\$250.87	\$220.64	\$304.05	\$391.91	\$507.51
S&P 500 Index	\$100.00	\$121.83	\$116.49	\$153.17	\$181.35	\$233.41
Russell 2000 Index	\$100.00	\$114.65	\$102.02	\$128.06	\$153.62	\$176.39

ITEM 6. SELECTED FINANCIAL DATA

Reserved

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The statements in this discussion regarding industry outlook, our expectations regarding our future performance, liquidity and capital resources and other non-historical statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described under "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" as discussed elsewhere in this Form 10-K. Our actual results may differ materially from those contained in or implied by any forward-looking statements.

Our Company

Triton International Limited ("Triton", "we", "our" or the "Company") is the world's largest lessor of intermodal containers. Intermodal containers are large, standardized steel boxes used to transport freight by ship, rail or truck. Because of the handling efficiencies they provide, intermodal containers are the primary means by which many goods and materials are shipped internationally. We also lease chassis, which are used for the transportation of containers.

We operate our business in one industry, intermodal transportation equipment, and have two business segments, which also represent our reporting segments:

- Equipment leasing - we own, lease and ultimately dispose of containers and chassis from our lease fleet.
- Equipment trading - we purchase containers from shipping line customers, and other sellers of containers, and resell these containers to container retailers and users of containers for storage or one-way shipment.

Operations

Our consolidated operations include the acquisition, leasing, re-leasing and subsequent sale of multiple types of intermodal containers and chassis. As of December 31, 2021, our total fleet consisted of 4.3 million containers and chassis, representing 7.3 million TEU or 8.0 million CEU. Our primary customers include the world's largest container shipping lines. For the year ended December 31, 2021, our twenty largest customers accounted for 86% of our lease billings, our five largest customers accounted for 60% of our lease billings, and our three largest customers accounted for 21%, 16%, and 10% of our lease billings.

The most important driver of profitability in our business is the extent to which leasing revenues, which are driven by our owned equipment fleet size, utilization and average lease rates, exceed our ownership and operating costs. Our profitability is also driven by the gains or losses we realize on the sale of used containers and the margins generated from trading new and used containers.

We lease five types of equipment: (1) dry containers, which are used for general cargo such as manufactured component parts, consumer staples, electronics and apparel, (2) refrigerated containers, which are used for perishable items such as fresh and frozen foods, (3) special containers, which are used for heavy and over-sized cargo such as marble slabs, building products and machinery, (4) tank containers, which are used to transport bulk liquid products such as chemicals, and (5) chassis, which are used for the transportation of containers on the road. Our in-house equipment sales group manages the sale process for our used containers and chassis from our equipment leasing fleet and sells used and new containers and chassis acquired from third parties.

The following tables summarize our equipment fleet as of December 31, 2021, 2020 and 2019, indicated in units, TEU and CEU. CEU and TEU are standard industry measures of fleet size and are used to measure the quantity of containers that make up our revenue earning assets:

	Equipment Fleet in Units			Equipment Fleet in TEU		
	December 31, 2021	December 31, 2020	December 31, 2019	December 31, 2021	December 31, 2020	December 31, 2019
Dry	3,843,719	3,295,908	3,267,624	6,531,816	5,466,421	5,369,377
Refrigerated	235,338	227,519	225,520	457,172	439,956	435,148
Special	92,411	93,885	94,453	169,004	170,792	171,437
Tank	11,692	11,312	12,485	11,692	11,312	12,485
Chassis	24,139	24,781	24,515	44,554	45,188	45,154
Equipment leasing fleet	4,207,299	3,653,405	3,624,597	7,214,238	6,133,669	6,033,601
Equipment trading fleet	53,204	64,243	17,906	83,692	98,991	27,121
Total	4,260,503	3,717,648	3,642,503	7,297,930	6,232,660	6,060,722

Equipment Fleet in CEU ⁽¹⁾			
	December 31, 2021	December 31, 2020	December 31, 2019
Operating leases	7,291,769	6,649,350	6,434,434
Finance leases	623,136	295,784	423,638
Equipment trading fleet	81,136	98,420	37,232
Total	7,996,041	7,043,554	6,895,304

(1) In the equipment fleet tables above, we have included total fleet count information based on CEU. CEU is a ratio used to convert the actual number of containers in our fleet to a figure based on an estimate for the historical average relative purchase prices of our various equipment types to that of a 20-foot dry container. For example, the CEU ratio for a 40-foot high cube dry container is 1.70, and a 40-foot high cube refrigerated container is 7.50. These factors may differ slightly from CEU ratios used by others in the industry.

The following table summarizes the percentage of our equipment fleet in terms of units and CEU as of December 31, 2021:

Equipment Type	Percentage of total fleet in units	Percentage of total fleet in CEU
Dry	90.1 %	71.4 %
Refrigerated	5.5	21.8
Special	2.2	3.0
Tank	0.3	1.2
Chassis	0.6	1.6
Equipment leasing fleet	98.7	99.0
Equipment trading fleet	1.3	1.0
Total	100.0 %	100.0 %

We generally lease our equipment on a per diem basis to our customers under three types of leases:

- Long-term leases typically have initial contractual terms ranging from five to eight or more years and provide us with stable cash flow and low transaction costs by requiring customers to maintain specific units on-hire for the duration of the lease term. Some of our containers, primarily used containers, are placed on lifecycle leases which keep the containers on-hire until the end of their useful life.
- Finance leases are typically structured as full payout leases and provide for a predictable recurring revenue stream with the lowest cost to the customer as customers are generally required to retain the equipment for the duration of its useful life.
- Service leases command a premium per diem rate in exchange for providing customers with greater operational flexibility by allowing non-scheduled pick-up and drop-off of units during the lease term.

We also have expired long-term leases whose fixed terms have ended but for which the related units remain on-hire and for which we continue to receive rental payments pursuant to the terms of the initial contract. Some leases have contractual terms that have features reflective of both long-term and service leases and we classify such leases as either long-term or service leases, depending upon which features we believe are predominant.

The following table summarizes our lease portfolio by lease type, based on CEU on-hire as of December 31, 2021, 2020 and 2019:

<u>Lease Portfolio by CEU</u>	December 31, 2021	December 31, 2020	December 31, 2019
Long-term leases	72.4 %	73.8 %	69.5 %
Finance leases	8.0	4.4	6.8
Subtotal	80.4	78.2	76.3
Service leases	5.0	7.2	7.8
Expired long-term leases, non-sale age (units on hire)	8.4	9.8	10.5
Expired long-term leases, sale-age (units on hire)	6.2	4.8	5.4
Total	100.0 %	100.0 %	100.0 %
Weighted average remaining contractual term in months for long-term and finance leases	61	49	48

Due to our aggressive fleet investment in 2021 and the high cost of these new containers, we placed the vast majority of this equipment on long-term operating and finance leases with an average initial duration of 13 years. To better reflect the impact of these dynamics on our lease portfolio, we have included the following equipment lease portfolio table based on net book value of units on-hire, as of December 31, 2021, 2020, and 2019:

<u>Lease Portfolio by Net Book Value</u>	December 31, 2021	December 31, 2020	December 31, 2019
Long-term leases	73.6 %	79.2 %	75.6 %
Finance leases	13.8	3.3	5.1
Subtotal	87.4	82.5	80.7
Service leases	3.5	5.9	6.5
Expired long-term leases, non-sale age (units on hire)	6.2	9.0	9.9
Expired long-term leases, sale-age (units on hire)	2.9	2.6	2.9
Total	100.0 %	100.0 %	100.0 %
Weighted average remaining contractual term in months for long-term and finance leases	78	54	54

Market Overview and COVID-19

The COVID-19 pandemic has meaningfully impacted global trade and our business. The initial outbreak of COVID-19 and resulting social and economic lockdowns led to a sharp decrease in global trade in the first half of 2020, and we faced weak demand for containers and pressure on our utilization and profitability. However, our lease portfolio provided strong protections and our utilization and profitability decreased gradually.

Trade volumes rebounded rapidly in the third quarter of 2020 as lockdowns eased and consumers shifted spending from services and experiences to goods, and trade volumes remained strong throughout 2021. Demand for containers was further boosted by extensive logistical disruptions such as reduced port productivity and a shortage of trucking capacity that slowed turn times for containers. In 2021, the strong and sustained demand for containers led to a shortage of containers, high prices for new and used containers, and high market leasing rates. In addition, we were able to drive our utilization close to maximum levels and invested aggressively in new containers to support our customers. Our profitability increased rapidly from the second half of 2020 through the end of 2021.

New container production accelerated to record levels in 2021, which has helped ease the shortage of containers. As a result, we may see more balance between container supply and demand over the course of the year. However, the timing for a return to more normal market conditions is uncertain.

Operating Performance

Our operating and financial performance throughout 2021 was strong as we benefited from very favorable market conditions driven by strong global trade volumes, logistical disruptions that slowed container turn times, and limited availability of containers.

Fleet size. As of December 31, 2021, our revenue earning assets had a net book value of \$11.8 billion, an increase of over 30% compared to December 31, 2020. We purchased \$3.6 billion of new containers in 2021 to support our customers. Our aggressive fleet investment in 2021 reflects our customers' sizable demand for containers due to strong trade growth and operational disruptions, a high reliance on leased containers and Triton's leading share of new leasing transactions. The dollar value of our investments was also driven by very high new container prices.

Utilization. Our average utilization was 99.4% during 2021, an increase of 3.2% compared to 2020. Our utilization increased rapidly in the second half of 2020 due to the strong rebound in global trade volumes as pandemic restrictions were eased, and container demand and our utilization remained high throughout 2021. During 2021, we benefited from a very high volume of container pick-ups driven by our aggressive investment in new containers, while container drop-off activity was limited due to the overall shortage of container capacity that existed for most of the year. Our ending utilization was 99.6% as of December 31, 2021 and currently remains at this level.

The following tables summarize our equipment fleet utilization for the periods indicated below. Utilization is computed by dividing our total units on lease (in CEU) by the total units in our fleet (in CEU) excluding new units not yet leased and off-hire units designated for sale:

Average Utilization	Year Ended December 31,	Quarter Ended			
		December 31,	September 30,	June 30,	March 31,
2021	99.4 %	99.6 %	99.6 %	99.4 %	99.1 %
2020	96.2 %	98.1 %	96.1 %	95.0 %	95.4 %
2019	96.9 %	95.8 %	96.7 %	97.2 %	97.7 %

Ending Utilization	Quarter Ended			
	December 31,	September 30,	June 30,	March 31,
2021	99.6%	99.6%	99.5%	99.3%
2020	98.9%	97.4%	94.8%	95.3%
2019	95.4%	96.4%	97.1%	97.4%

Average lease rates. Average lease rates for our dry container product line increased by 6.1% in 2021 compared to 2020. The increase in our average dry container lease rates was primarily driven by the addition of new containers with lease rates well above the average rates in our lease portfolio. New container prices and market lease rates increased sharply in 2021 due to the surge in container demand and limited availability of containers, and the price for a new 20' dry container reached nearly \$3,900 during the year. New container prices have recently decreased into the range of \$3,400, although they remain high historically and market leasing rates remain above our portfolio average.

Average lease rates for our refrigerated container product line decreased by 4.2% in 2021 compared to 2020. In 2021, we completed a large lease extension transaction for refrigerated containers that lowered the lease rates on expired leases in return for a lease extension covering the remaining useful life of the equipment. We have also been experiencing larger differences in lease rates for older refrigerated containers compared to rates on new equipment, and we expect our average lease rates for refrigerated containers will continue to gradually trend down.

The average lease rates for special containers decreased by 0.8% in 2021 compared to 2020 primarily due to a lease extension transaction for a large number of special containers completed in 2021.

Interest and Debt Expense. Our average debt balance increased by \$1,066.9 million during 2021 to support the growth in revenue earning assets of over 30%. Despite the increase in our debt balance, our interest and debt expense decreased by \$31.0 million to \$222.0 million in 2021. This decrease was largely driven by the refinancing of over \$6.7 billion of debt over the last two years as we took advantage of the low interest rate environment and the recent upgrade of our corporate credit rating to investment grade.

Equipment disposals. Disposal gains were strong throughout 2021, reflecting very high used container selling prices. The strong worldwide demand for containers, the large increase in new container prices in 2021 and limited availability of used containers for sale pushed used container sale prices to record levels, and our average used dry container sale price in 2021

increased 117.6% from 2020. The benefit of this large increase in used dry container sale prices was partially offset by a substantial decrease in disposal volumes due to limited drop-off volumes and low inventories of containers for sale. Our used dry container sales volumes decreased by 61.7% in 2021 compared to 2020.

Liquidity and Capital Resources

Our principal sources of liquidity are cash flows provided by operating activities, proceeds from the sale of our leasing equipment, borrowings under our credit facilities and proceeds from other financing activities. Our principal uses of cash include capital expenditures, debt service, dividends, and share repurchases.

For the year ended December 31, 2021, cash provided by operating activities, together with the proceeds from the sale of our leasing equipment, was \$1,622.2 million. In addition, as of December 31, 2021 we had \$106.2 million of cash and cash equivalents and \$1,788.0 million of borrowing capacity remaining under our existing credit facilities.

As of December 31, 2021, our cash commitments in the next twelve months include \$477.6 million of scheduled principal payments on our existing debt facilities, and \$586.1 million of committed but unpaid capital expenditures, primarily for the purchase of equipment.

We believe that cash provided by operating activities, existing cash, proceeds from the sale of our leasing equipment, and availability under our credit facilities will be sufficient to meet our obligations over the next twelve months.

Capital Activity

During the year ended December 31, 2021, the Company paid dividends on preferred shares of \$45.3 million and paid dividends on common shares of \$157.3 million.

During the year ended December 31, 2021, the Company repurchased a total of 1.5 million common shares at an average price per share of \$55.95 for a total cost of \$85.5 million under its share repurchase program. Since October 2018, the Company has purchased over 15.4 million shares, or 19.1% of our common shares.

In August 2021, the Company completed a public offering of 7,000,000 shares of 5.75% Series E preference shares, which generated \$175.0 million of gross proceeds. The costs associated with the offering, inclusive of underwriting discount and other offering expenses, were \$6.2 million.

For additional information on the share repurchase program, preferred share offering, and dividends, please refer to Note 10 - "Other Equity Matters" in Part IV, Item 15 of this Annual Report on Form 10-K.

Debt Activity

In February and March 2021, the Company issued a combined \$1.2 billion in asset-backed securitization notes at a weighted average interest rate of 1.8%. Proceeds from these issuances were primarily used to fund additional capital expenditures and prepay existing debt.

We successfully transitioned our capital structure toward unsecured investment grade financing in 2021. As part of this transition, the Company issued a total of \$2.3 billion of corporate notes with a range of maturities of 2 - 10 years at a weighted average interest rate of 1.8%. The Company also prepaid \$1.5 billion in aggregate principal of its remaining outstanding institutional notes with a weighted average interest rate of 4.5% and paid a related make-whole premium of \$127.9 million.

The Company also amended various debt agreements that converted certain facilities from secured to unsecured borrowings. In addition, these amendments increased the Company's borrowing capacity to \$2.0 billion on the revolving credit facility and to \$1.2 billion on the term loan facility.

Credit Ratings

Our investment-grade corporate and long-term debt credit ratings help us to lower our cost of funds and broaden our access to attractively priced capital. While a ratings downgrade would not result in a default under any of our debt agreements, it could adversely affect our ability to issue debt and obtain new financings, or renew existing financings, and it would increase the cost of our financings.

The following table summarizes our current credit ratings:

Rating Agency	Long-term Debt	Corporate Rating	Outlook	Date of Last Ratings Action
S&P Global Ratings	BBB-	BBB-	Stable	10/14/2021
Fitch Ratings	BBB-	BBB-	Stable	10/14/2021

Debt Agreements

As of December 31, 2021, our outstanding indebtedness was comprised of the following (amounts in millions):

	December 31, 2021	Maximum Borrowing Level
Asset-backed securitization term notes	\$ 3,801.8	\$ 3,801.8
Corporate notes	2,300.0	2,300.0
Term loan facilities	1,176.0	1,176.0
Asset-backed securitization warehouse	225.0	1,125.0
Revolving credit facilities	1,112.0	2,000.0
Finance lease obligations	15.0	15.0
Total debt outstanding	\$ 8,629.8	\$ 10,417.8
Unamortized debt costs	(63.8)	—
Unamortized debt premiums & discounts	(3.5)	—
Debt, net of unamortized costs	\$ 8,562.5	\$ 10,417.8

The maximum borrowing levels depicted in the table above may not reflect the actual availability under all of the credit facilities. Certain of these facilities are governed by either borrowing bases or an unencumbered asset test that limits borrowing capacity. As of December 31, 2021, the availability under these credit facilities without adding additional assets was \$1,034.2 million.

As of December 31, 2021, we had a combined \$7,443.6 million of total debt on facilities with fixed interest rates or floating interest rates that have been synthetically fixed through interest rate swap contracts. This accounts for 86% of total debt.

Pursuant to the terms of certain debt agreements, we are required to maintain certain amounts in restricted cash accounts. As of December 31, 2021, we had restricted cash of \$124.4 million.

For additional information on our debt, please see Note 6 - "Debt" in Part IV, Item 15 of this Annual Report on Form 10-K.

Debt Covenants

We are subject to certain financial covenants related to leverage and interest coverage as defined in our debt agreements. Failure to comply with these covenants could result in a default under the related credit agreements and the acceleration of our outstanding debt if we were unable to obtain a waiver from the creditors. As of December 31, 2021, we were in compliance with all such covenants.

Cash Flow

The following table sets forth certain cash flow information for the years ended December 31, 2021 and 2020 (in thousands):

	Year Ended December 31,	
	2021	2020
Net cash provided by (used in) operating activities	\$ 1,405,164	\$ 943,752
Net cash provided by (used in) investing activities	\$ (3,217,386)	\$ (489,017)
Net cash provided by (used in) financing activities	\$ 1,890,764	\$ (471,711)

Operating Activities

Net cash provided by operating activities increased by \$461.4 million to \$1,405.2 million in 2021, compared to \$943.8 million in 2020. The significant increase was primarily due to an increase in profitability due to strong market conditions. This was further increased due to deferred revenue collections related to leases with uneven payment terms in 2021 and the reduction of cash collateral that was required for certain interest rate swaps in liability positions in the prior year.

Investing Activities

Net cash used in investing activities increased by \$2,728.4 million to \$3,217.4 million in 2021 compared to \$489.0 million in 2020. The change was primarily due to a \$2,690.3 million increase in leasing equipment purchases to support the strong container demand.

Financing Activities

Net cash provided by financing activities increased by \$2,362.5 million to \$1,890.8 million in 2021 compared to net cash used in financing activities of \$471.7 million in 2020. The increase was primarily due to a \$2,295.7 million increase in net borrowings to finance the substantial purchase of leasing equipment.

Results of Operations

The following table summarizes our comparative results of operations for the years ended December 31, 2021 and 2020 (in thousands):

	Year Ended December 31,		
	2021	2020	Variance
Leasing revenues:			
Operating leases	\$ 1,480,495	\$ 1,276,697	\$ 203,798
Finance leases	53,385	31,210	22,175
Total leasing revenues	1,533,880	1,307,907	225,973
Equipment trading revenues	142,969	85,780	57,189
Equipment trading expenses	(108,870)	(70,981)	(37,889)
Trading margin	34,099	14,799	19,300
Net gain (loss) on sale of leasing equipment	107,060	37,773	69,287
Operating expenses:			
Depreciation and amortization	626,240	542,128	84,112
Direct operating expenses	26,860	93,690	(66,830)
Administrative expenses	89,319	80,532	8,787
Provision (reversal) for doubtful accounts	(2,475)	2,768	(5,243)
Total operating expenses	739,944	719,118	20,826
Operating income (loss)	935,095	641,361	293,734
Other expenses:			
Interest and debt expense	222,024	252,979	(30,955)
Debt termination expense	133,853	24,734	109,119
Other (income) expense, net	(1,379)	(4,371)	2,992
Total other expenses	354,498	273,342	81,156
Income (loss) before income taxes	580,597	368,019	212,578
Income tax expense (benefit)	50,357	38,240	12,117
Net income (loss)	\$ 530,240	\$ 329,779	\$ 200,461
Less: dividend on preferred shares	45,740	41,362	4,378
Net income (loss) attributable to common shareholders	\$ 484,500	\$ 288,417	\$ 196,083

For the discussion on the Results of Operations for the Year Ended December 31, 2020 compared to the Year Ended December 31, 2019, see the Results of Operations section in Part II, Item 7 of our 2020 Annual Report on Form 10-K, filed with the SEC on February 16, 2021.

Comparison of the Year Ended December 31, 2021 to the Year Ended December 31, 2020

Leasing revenues. Per diem revenue represents revenue earned under operating lease contracts. Fee and ancillary lease revenue represents fees billed for the pick-up and drop-off of containers in certain geographic locations and billings of certain reimbursable operating costs such as repair and handling expenses. Finance lease revenue represents interest income earned under finance lease contracts. The following table summarizes our leasing revenue for the periods indicated below (in thousands):

	Year Ended December 31,		Variance
	2021	2020	
Leasing revenues			
Operating leases:			
Per diem revenues	\$ 1,445,292	\$ 1,217,423	\$ 227,869
Fee and ancillary revenues	35,203	59,274	(24,071)
Total operating lease revenues	1,480,495	1,276,697	203,798
Finance leases	53,385	31,210	22,175
Total leasing revenues	<u>\$ 1,533,880</u>	<u>\$ 1,307,907</u>	<u>\$ 225,973</u>

Total leasing revenues were \$1,533.9 million in 2021 compared to \$1,307.9 million in 2020, an increase of \$226.0 million.

Per diem revenues were \$1,445.3 million in 2021 compared to \$1,217.4 million in 2020, an increase of \$227.9 million. The primary reasons for this increase are as follows:

- \$181.7 million increase due to an increase in the average number of containers on-hire of approximately 0.9 million CEU; and
- \$40.2 million increase primarily due to an increase in average per diem rates for our dry containers partially offset by a decrease in average per diem rates for our refrigerated and special containers.

Fee and ancillary lease revenues were \$35.2 million in 2021 compared to \$59.3 million in 2020, a decrease of \$24.1 million, primarily due to lower drop-off activity, partially offset by fee revenues related to the repositioning of containers.

Finance lease revenues were \$53.4 million in 2021 compared to \$31.2 million in 2020, an increase of \$22.2 million. This increase is primarily due to the addition of \$1,349.5 million of net finance lease receivable in 2021 offset by the runoff of the existing portfolio.

Trading margin. Trading margin was \$34.1 million in 2021 compared to \$14.8 million in 2020, an increase of \$19.3 million. The increase was due to higher per container selling margins due to a significant increase in container selling prices, partially offset by a decrease in container sales volume.

Net gain (loss) on sale of leasing equipment. Gain on sale of equipment was \$107.1 million in 2021 compared to \$37.8 million in 2020, an increase of \$69.3 million. The primary reasons for the increase are as follows:

- \$92.8 million increase due to a 117.6% increase in average used dry container selling prices, partially offset by
- \$23.5 million decrease due to a 61.7% decrease in selling volumes.

Depreciation and amortization. Depreciation and amortization was \$626.2 million in 2021 compared to \$542.1 million in 2020, an increase of \$84.1 million. The primary reasons for the increase are as follows:

- \$111.9 million increase due to the increased size of our container fleet; partially offset by
- \$28.3 million decrease due to an increase in the number of containers that have become fully depreciated.

Direct operating expenses. Direct operating expenses primarily consist of our costs to repair equipment returned off lease, store equipment when it is not on lease and reposition equipment from locations with weak leasing demand. Direct operating expenses were \$26.9 million in 2021 compared to \$93.7 million in 2020, a decrease of \$66.8 million. The primary reasons for the decrease are as follows:

- \$36.8 million decrease in storage expense resulting from a decrease in the number of idle units; and
- \$29.7 million decrease in repair, handling and repositioning expense primarily due to lower drop-off activity.

Administrative expenses. Administrative expenses were \$89.3 million in 2021 compared to \$80.5 million in 2020, an increase of \$8.8 million. The primary reasons for this increase are as follows:

- \$5.5 million increase due to higher compensation costs;
- \$2.4 million increase in professional fees; and
- \$1.3 million increase in foreign exchange loss.

Provision (reversal) for doubtful accounts. There was a reversal for doubtful accounts of \$2.5 million in 2021 compared to a provision of \$2.8 million in 2020, a change of \$5.3 million. We reversed reserves in 2021 which were recorded in 2020 against a mid-sized customer's receivable.

Interest and debt expense. Interest and debt expense was \$222.0 million in 2021 compared to \$253.0 million in 2020, a decrease of \$31.0 million. The primary reasons for the decrease are as follows:

- \$59.7 million decrease due to a decrease in the average effective interest rate to 2.91% from 3.81%; partially offset by
- \$31.6 million increase due to an increase in the average debt balance of \$1,066.9 million.

Debt termination expense. Debt termination expense was \$133.9 million in 2021 compared to \$24.7 million in 2020, an increase of \$109.2 million. In 2021, the Company incurred make-whole premium and other debt termination costs primarily related to the prepayment of senior secured institutional notes in connection with the transition of our capital structure toward unsecured investment grade bonds. In 2020, the Company incurred write-offs for unamortized debt and other costs related to the prepayment of ABS notes.

Income taxes. Income tax expense was \$50.4 million in 2021 compared to \$38.2 million in 2020, an increase of \$12.2 million. The increase in income tax expense was primarily the result of an increase in pre-tax income, partially offset by an \$8.6 million tax expense related to a U.S. entity to foreign entity intra-company asset sale recorded in 2020 that did not reoccur in 2021.

Segments

Our leasing segment is discussed in our results of operations comparisons and the trading segment is discussed in the trading margin comparison within the results of operations comparisons.

For additional information on our segments, please see Note 11 - "Segment and Geographic Information" in Part IV, Item 15 of this Annual Report on Form 10-K.

Contractual Obligations

We are party to various operating and finance leases and are obligated to make payments related to our borrowings. We are also obligated under various commercial commitments, including obligations to our equipment manufacturers. Our equipment manufacturer obligations are in the form of conventional accounts payable and are satisfied by cash flows from operations and financing activities.

The following table summarizes our contractual commitments and obligations as of December 31, 2021 and the effect such obligations are expected to have on our liquidity and cash flows in future periods:

	Contractual Obligations by Period						2027 and thereafter
	Total	2022	2023	2024	2025	2026	
Contractual Obligations:							
	(dollars in millions)						
Principal debt obligations	\$ 8,614.8	\$ 462.6	\$ 1,230.5	\$ 1,254.0	\$ 430.5	\$ 2,838.6	\$ 2,398.6
Interest on debt obligations ⁽¹⁾	970.0	193.7	181.0	154.4	134.6	106.6	199.7
Finance lease obligations ⁽²⁾	15.2	15.2	—	—	—	—	—
Operating leases (mainly facilities)	6.1	3.5	2.1	0.4	0.1	—	—
Purchase obligations:							
Equipment purchases payable	429.6	429.6	—	—	—	—	—
Equipment purchase commitments	156.5	156.5	—	—	—	—	—
Total contractual obligations	<u>\$ 10,192.2</u>	<u>\$ 1,261.1</u>	<u>\$ 1,413.6</u>	<u>\$ 1,408.8</u>	<u>\$ 565.2</u>	<u>\$ 2,945.2</u>	<u>\$ 2,598.3</u>

(1) Amounts include actual interest for fixed debt, estimated interest for floating-rate debt and interest rate swaps which are in a payable position based on December 31, 2021 rates.

(2) Amounts include interest.

Critical Accounting Estimates

Our consolidated financial statements have been prepared in conformity with U.S. GAAP, which requires us to make estimates and assumptions that affect the amounts and disclosures reported in the consolidated financial statements and accompanying notes. We base our estimates and judgments on historical experience and on various other assumptions that we believe are reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

Leasing Equipment

We purchase new equipment from equipment manufacturers for the purpose of leasing such equipment to customers. We also purchase used equipment with the intention of selling such equipment in one or more years from the date of purchase.

Leasing equipment is recorded at cost and depreciated to an estimated residual value on a straight-line basis over the estimated useful lives. Capitalized costs for new container rental equipment include the manufactured cost of the container, inspection, delivery, and associated costs incurred in moving the container from the manufacturer to the initial on-hire location of such container. Repair and maintenance costs that do not extend the lives of the container rental equipment are charged to direct operating expenses at the time the costs are incurred.

The estimated useful lives and residual values of our leasing equipment are based on our expectations for future used container sale prices. We evaluate estimates used in our depreciation policies on a regular basis to determine whether changes have taken place that would suggest that a change in our depreciation estimates for useful lives or the assigned residual values of our equipment is warranted. For 2021, the Company completed its annual depreciation policy assessment during the fourth quarter and concluded no change was necessary.

The estimated useful lives and residual values for each major equipment type for the periods indicated below were as follows:

Equipment Type	As of December 31, 2021 and 2020	
	Depreciable Life	Residual Value
Dry containers		
20-foot dry container	13 years	\$ 1,000
40-foot dry container	13 years	\$ 1,200
40-foot high cube dry container	13 years	\$ 1,400
Refrigerated containers		
20-foot refrigerated container	12 years	\$ 2,350
40-foot high cube refrigerated container	12 years	\$ 3,350
Special containers		
40-foot flat rack container	16 years	\$ 1,700
40-foot open top container	16 years	\$ 2,300
Tank containers	20 years	\$ 3,000
Chassis	20 years	\$ 1,200

Depreciation on leasing equipment commences on the date of initial on-hire.

For leasing equipment purchased for resale that may be leased for a period of time, we adjust our estimates for remaining useful life and residual values based on our expectations for how long the equipment will remain on-hire to the current lessee and the expected sales market for older containers when these units are redelivered.

The net book value of our leasing equipment by equipment type is as follows (in thousands):

	December 31, 2021	December 31, 2020
Dry container	\$ 8,087,346	\$ 6,589,960
Refrigerated container	1,556,673	1,483,820
Special container	297,925	307,765
Tank container	102,220	97,982
Chassis	156,949	151,169
Total	<u>\$ 10,201,113</u>	<u>\$ 8,630,696</u>

Included in the amounts above are units not on lease at December 31, 2021 and 2020 with a total net book value of \$391.3 million and \$173.2 million, respectively. A large majority of the units not on lease at December 31, 2021 are for recently purchased equipment. Depreciation on equipment purchased under finance lease obligations is included in depreciation and amortization expense on the consolidated statements of operations.

Valuation of Leasing Equipment

Leasing equipment is evaluated for impairment whenever events or changes in circumstances indicate that its carrying value may not be recoverable. Recoverability of an asset to be held and used is measured by a comparison of the carrying value to its estimated undiscounted future cash flows expected to be generated by the asset. If the carrying value of an asset exceeds our estimated undiscounted future cash flows, an impairment charge is recognized in the amount by which the carrying value of the asset exceeds the fair value of the asset. Key indicators of impairment on leasing equipment include, among other factors, a sustained decrease in operating profitability, a sustained decrease in utilization, or indications of technological obsolescence.

When testing for impairment, leasing equipment is generally grouped by equipment type, and is tested separately from other groups of assets and liabilities. Some of the significant estimates and assumptions used to determine future undiscounted cash flows and the measurement for impairment are the remaining useful life, expected utilization, expected future lease rates and expected disposal prices of the equipment. We consider the assumptions on expected utilization and the remaining useful life to have the greatest impact on its estimate of future undiscounted cash flows. These estimates are principally based on our historical experience and management's judgment of market conditions.

There were no key indicators of impairment and we did not record any impairment charges related to leasing equipment for the years ended December 31, 2021 and 2020.

Equipment Held for Sale

When leasing equipment is returned from lease, we make a determination of whether to repair and re-lease the equipment or sell the equipment. At the time we determine that equipment will be sold, we reclassify the carrying value of leasing equipment to equipment held for sale. Equipment held for sale is recorded at the lower of its estimated fair value, less costs to sell, or carrying value at the time identified for sale. Depreciation expense on equipment held for sale is halted and disposals generally occur within 90 days. Initial write downs of equipment held for sale to fair value are recorded as an impairment charge and are included in net gain or loss on sale of leasing equipment. Subsequent increases or decreases to the fair value of those assets are recorded as adjustments to the carrying value of the equipment held for sale, however, any such adjustments may not exceed the respective equipment's carrying value at the time it was initially classified as held for sale. Realized gains and losses resulting from the sale of equipment held for sale are recorded as net gain or loss on sale of leasing equipment, and cash flows associated with the disposal of equipment held for sale are classified as cash flows from investing activities.

Equipment recorded within our equipment trading segment is also included in Equipment held for sale. Gains and losses resulting from the sale of this equipment is recorded in Trading margin, and cash flows associated with the sale of this equipment are classified as cash flows from operating activities.

During the years ended December 31, 2021 and 2020, we recorded the following net gains or losses on equipment held for sale on the consolidated statements of operations (in thousands):

	Year Ended December 31,	
	2021	2020
Impairment (loss) reversal on equipment held for sale	\$ 16	\$ (3,532)
Gain (loss) on sale of equipment, net of selling costs	107,044	41,305
Net gain on sale of leasing equipment	\$ 107,060	\$ 37,773

Goodwill

Goodwill is tested for impairment at least annually on October 31 of each fiscal year or more frequently if events occur or circumstances exist that indicate that the fair value of a reporting unit may be below its carrying value. Goodwill has been allocated to our reporting units which are the same as our reporting segments.

In evaluating goodwill for impairment, we have the option to first assess qualitative factors to determine whether further impairment testing is necessary. Among other relevant events and circumstances that affect the fair value of reporting units, we consider individual factors such as macroeconomic conditions, changes in our industry and the markets in which we operate, as well as our reporting units' historical and expected future financial performance. If, after assessing the totality of events or circumstances, we determine it is more-likely-than-not that the fair value of a reporting unit is greater than our carrying amount, then the quantitative goodwill impairment test is unnecessary. The quantitative goodwill impairment test compares the fair value of a reporting unit with our carrying amount, including goodwill. If the carrying amount of the reporting unit is less than its fair value, no impairment exists. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit.

We elected to perform the qualitative assessment for our evaluation of goodwill impairment during the year ended December 31, 2021 and concluded there was no impairment. Since inception through December 31, 2021, we have not had any goodwill impairment.

For additional information on our accounting policies, please see Note 2 - "Summary of Significant Accounting Policies" in Part IV, Item 15 of this Annual Report on Form 10-K.

Recent Accounting Pronouncements

See Note 2 - "Summary of Significant Accounting Policies" in Part IV, Item 15 of this Annual Report on Form 10-K for a full description of recent accounting pronouncements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the risk of loss to future earnings, values or cash flows that may result from changes in the price of a financial instrument. The fair value of a financial instrument, derivative or non-derivative, might change as a result of changes in interest rates, exchange rates, commodity prices, equity prices and other market changes. We have operations internationally and we are exposed to market risks in the ordinary course of our business. These risks include interest rate and foreign currency exchange rate risks.

Interest Rate Risk

We enter into derivative agreements to fix the interest rates on a portion of our floating-rate debt. We assess and manage the external and internal risk associated with these derivative instruments in accordance with our overall operating goals. External risk is defined as those risks outside of our direct control, including counterparty credit risk, liquidity risk, systemic risk and legal risk. Internal risk relates to those operational risks within the management oversight structure and include actions taken in contravention of our policies.

The primary external risk of our derivative agreements is counterparty credit exposure, which is defined as the ability of a counterparty to perform its financial obligations under the agreement. All of our derivative agreements are with highly-rated financial institutions. Credit exposures are measured based on the market value of outstanding derivative instruments. In order to monitor counterparty credit exposure, both current and potential exposures are calculated.

As of December 31, 2021, we had derivative agreements in place to fix interest rates on a portion of our borrowings under debt facilities with floating interest rates as summarized below:

Derivatives	Notional Amount	Weighted Average Fixed Leg (Pay) Interest Rate	Cap Rate	Weighted Average Remaining Term
Interest Rate Swap ⁽¹⁾	\$1,929.7 million	1.9%	n/a	5.1 years
Interest Rate Cap	\$400.0 million	n/a	5.5%	1.9 years

(1) The impact of forward starting swaps with total notional amount of \$350.0 million will increase the weighted average remaining term to 6.0 years.

Our derivative agreements are designated as cash flow hedges for accounting purposes. Any unrealized gains or losses related to the changes in fair value are recognized in accumulated other comprehensive income and reclassified to interest and debt expense as they are realized. As of December 31, 2021, we do not have any material non-designated derivatives. Previously, a portion of our swap portfolio was not designated and unrealized and realized changes in the fair value of these agreements were recognized in the consolidated statements of operations as other (income) expense, net.

Approximately 86% of our debt is either fixed or hedged using derivative instruments which helps mitigate the impact of changes in short-term interest rates. A 100 basis point increase in the interest rates on our unhedged debt (primarily LIBOR) would result in an increase of approximately \$11.7 million in interest expense over the next 12 months.

Foreign currency exchange rate risk

Although we have significant foreign-based operations, the majority of our revenues and our operating expenses are denominated in U.S. dollars. However, we pay our non-U.S. employees in local currencies and certain operating expenses are denominated in foreign currencies. Net foreign currency exchange gains and losses were a loss of \$1.0 million and a gain of \$0.4 million for the years ended December 31, 2021 and, 2020, respectively.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The Consolidated Financial Statements and financial statement schedules listed under Item 15—Exhibits and Financial Statement Schedules are filed as a part of this Item 8.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Management's Report Regarding the Effectiveness of Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Senior Vice President and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Annual Report on Form 10-K. Based upon management's evaluation of these disclosure controls and procedures, our Chief Executive Officer and our Senior Vice President and Chief Financial Officer concluded, as of the end of the period covered by this Annual Report on Form 10-K, that our disclosure controls and procedures were effective.

Management's Report on Internal Control Over Financial Reporting

We are responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

We assessed our internal control over financial reporting as of December 31, 2021 and based our assessment on criteria established in *Internal Control-Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our assessment, we have concluded that our internal control over financial reporting was effective as of December 31, 2021.

KPMG LLP, an independent registered public accounting firm, has audited the consolidated financial statements included in this Annual Report on Form 10-K and, as part of the audit, has issued a report on the effectiveness of our internal control over financial reporting as of December 31, 2021. Please refer to "Report of Independent Registered Public Accounting Firm" in Part IV, Item 15 of this Annual Report on Form 10-K.

Changes in Internal Controls

There were no changes in our internal control over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the three months ended December 31, 2021 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item regarding our Code of Ethics, Code of Ethics for Senior Company Officers, Audit Committee and Audit Committee Financial Experts, compliance with Section 16(a) of the Exchange Act, and corporate governance is contained in the sections captioned "Codes of Ethics", "Board Committees", "Proposal 1: Election of Directors", "Delinquent Section 16(a) Reports" and possibly elsewhere in our proxy statement to be issued in connection with the Annual General Meeting of Shareholders to be held on April 26, 2022, which will be filed with the SEC within 120 days after the end of our fiscal year ended December 31, 2021 (the "2022 Proxy Statement") and that information is incorporated herein by reference.

Information regarding our executive officers is included after Item 1 in Part I of this Form 10-K and is incorporated herein by reference.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is incorporated herein by reference from the sections captioned "Director Compensation Table", "Compensation Discussion and Analysis", "Executive Compensation Tables", "Compensation Risk Management", "Compensation and Talent Management Committee Interlocks and Insider Participation", "Report of the Compensation and Talent Management Committee" and possibly elsewhere in the 2022 Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

The information required by this Item is incorporated herein by reference from the sections captioned "Equity Compensation Plan Information", "Information Regarding Beneficial Ownership of Management and Principal Shareholders" and possibly elsewhere in the 2022 Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item is incorporated herein by reference from the sections captioned "Certain Relationships and Related Person Transactions", "Board Independence" and possibly elsewhere in the 2022 Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Our independent registered public accounting firm is KPMG LLP, New York, NY, Auditor Firm ID: 185.

The information required by this Item is incorporated herein by reference from the section captioned "Audit Fees" in the 2022 Proxy Statement.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) *Financial Statements*

The following financial statements are included in Item 8 of this report:

	Page
<u>Report of Independent Registered Public Accounting Firm</u>	<u>F-2</u>
<u>Consolidated Balance Sheets as of December 31, 2021 and December 31, 2020</u>	<u>F-4</u>
<u>Consolidated Statements of Operations for the years ended December 31, 2021, 2020 and 2019</u>	<u>F-5</u>
<u>Consolidated Statements of Comprehensive Income for the years ended December 31, 2021, 2020 and 2019</u>	<u>F-6</u>
<u>Consolidated Statements of Shareholders' Equity for the years ended December 31, 2021, 2020 and 2019</u>	<u>F-7</u>
<u>Consolidated Statements of Cash Flows for the years ended December 31, 2021, 2020 and 2019</u>	<u>F-8</u>
<u>Notes to Consolidated Financial Statements</u>	<u>F-9</u>

(a)(2) *Financial Statement Schedules*

The following financial statement schedules for the Company are filed as part of this report:

<u>Schedule I - Condensed Financial Information of Registrant</u>	<u>S-1</u>
<u>Schedule II - Valuation and Qualifying Accounts</u>	<u>S-4</u>

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the accompanying Consolidated Financial Statements or notes thereto.

(a)(3) *List of Exhibits*

The following exhibits are filed as part of and incorporated by reference into this Annual Report on Form 10-K:

Exhibit No.	Description
<u>3.1</u>	Amended and Restated By-Laws of Triton International Limited, dated April 27, 2021 (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, filed July 27, 2021)
<u>4.1</u>	Memorandum of Association of Triton International Limited, dated September 29, 2015 (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, filed June 23, 2016)
<u>4.2</u>	Certificate of Designations of 8.50% Series A Cumulative Redeemable Perpetual Preference Shares (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed March 14, 2019)
<u>4.3</u>	Certificate of Designations of 8.00% Series B Cumulative Redeemable Perpetual Preference Shares (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed June 20, 2019)
<u>4.4</u>	Certificate of Designations of 7.375% Series C Cumulative Redeemable Perpetual Preference Shares (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed November 6, 2019)
<u>4.5</u>	Certificate of Designations of 6.875% Series D Cumulative Redeemable Perpetual Preference Shares (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed January 21, 2020)
<u>4.6</u>	Certificate of Designations of 5.75% Series E Cumulative Redeemable Perpetual Preference Shares (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed August 17, 2021)

Exhibit No.	Description
<u>4.7</u>	Indenture, dated September 21, 2020, between Triton Container Finance VIII LLC and Wilmington Trust, National Association, as indenture trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed September 21, 2020)
<u>4.8*</u>	Amendment Number 1, dated as of December 20, 2021, to the Indenture, dated as of September 21, 2020, between Triton Container Finance VIII LLC and Wilmington Trust, National Association, as indenture trustee
<u>4.9</u>	Series 2020-1 Supplement, dated September 21, 2020, between Triton Container Finance VIII LLC and Wilmington Trust, National Association, as indenture trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed September 21, 2020)
<u>4.10*†</u>	Amendment Number 1, dated as of December 20, 2021, to Series 2020-1 Supplement to Indenture, dated as of September 21, 2020, between Triton Container Finance VIII LLC and Wilmington Trust, National Association, as indenture trustee
<u>4.11*</u>	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934
4.12	As permitted by Item 601(b)(4)(iii)(A) of Regulation S-K, the Company has not filed with this Annual Report on Form 10-K certain instruments defining the rights of holders of long-term debt of the Company and its subsidiaries because such long-term debt is not being registered and the total amount of securities authorized under any of such instruments does not exceed 10% of the total assets of the Company and its subsidiaries on a consolidated basis. The Company agrees to furnish a copy of any such agreements to the Securities and Exchange Commission upon request.
<u>10.1</u>	Eleventh Restated and Amended Credit Agreement, dated as of October 14, 2021, by and among Triton Container International Limited and TAL International Container Corporation, as borrowers, Triton International Limited, as guarantor, various lenders from time to time party thereto, and Bank of America, N.A., as administrative agent and letter of credit issuer (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, filed on October 26, 2021)
<u>10.2</u>	Amended and Restated Term Loan Agreement dated as of October 14, 2021 by and among Triton Container International Limited and TAL International Container Corporation, as borrowers, Triton International Limited, as guarantor, various lenders from time to time party thereto, and PNC Bank, National Association, as a lender and administrative agent (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, filed October 26, 2021)
<u>10.3</u>	Loan and Security Agreement (Conformed), dated as of December 13, 2018, among TIF Funding LLC, as borrower, certain other wholly-owned subsidiaries of Triton International Limited, Wells Fargo Bank, National Association, as administrative agent, certain lenders party thereto and Wilmington Trust, National Association, as collateral agent and securities intermediary, as amended by Amendment Number 1 to Loan and Security Agreement, dated as of February 8, 2019, Amendment Number 2 to Loan and Security Agreement, dated as of November 4, 2019, and the Omnibus Amendment No. 1, dated as of November 13, 2020 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed November 16, 2020)
<u>10.4*†</u>	Amendment Number 4, dated as of December 20, 2021, to Loan and Security Agreement, dated as of December 13, 2018, among TIF Funding LLC, Borrower, Wells Fargo Bank Association, as Administrative Agent, certain lenders party thereto and Wilmington Trust, National Association, as Collateral Agent
<u>10.5+</u>	Employment Offer Letter between Carla Heiss and Triton Container International, Incorporated of North America (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed April 24, 2020)

Exhibit No.	Description
<u>10.6+</u>	Employment Agreement, dated as of November 3, 2004, by and between TAL International Group, Inc. and Brian M. Sondey (incorporated by reference from exhibit number 10.13 to TAL International Group, Inc.'s Form S-1 filed on June 30, 2005, file number 333-126317)
<u>10.7+</u>	Triton International Limited Amended and Restated 2016 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, filed April 29, 2021)
<u>10.8+</u>	Form of Restricted Share Award Agreement under the Triton International Limited 2016 Equity Incentive Plan (incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K filed on February 16, 2020)
<u>10.9+</u>	Form of Restricted Share Award Agreement under the Triton International Limited Amended and Restated 2016 Equity Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, filed April 29, 2021)
<u>10.10+</u>	Form of Restricted Share Unit Award Agreement under the Triton International Limited Amended and Restated 2016 Equity Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, filed April 29, 2021)
<u>10.11</u>	Form of Indemnification Agreement for Directors and Certain Officers (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 14, 2016)
<u>21.1*</u>	List of Subsidiaries
<u>22.1</u>	List of Subsidiary Guarantors and Issuers of Guaranteed Securities (incorporated by reference to Exhibit 22.1 to the Company's Current Report on Form 8-K filed January 19, 2022)
<u>23.1*</u>	Consent of Independent Registered Public Accounting Firm
<u>24.1*</u>	Powers of Attorney (included on the signature page to this Annual Report on Form 10-K)
<u>31.1*</u>	Certification of the Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended
<u>31.2*</u>	Certification of the Chief Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended
<u>32.1**</u>	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350
<u>32.2**</u>	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350
101.INS	Inline XBRL Instance Document - the instance document does not appear on the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Instance Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Inline XBRL Data (formatted as Inline XBRL and contained in Exhibit 101)

+ Indicates a management contract or compensatory plan or arrangement.

* Filed herewith.

** Furnished herewith.

† Schedules (or similar attachments) to these exhibits have not been filed since they do not contain information material to an investment or voting decision and that information is not otherwise disclosed in these exhibits or the Form 10-K.

(b) Exhibits.

The Company hereby files as part of this Annual Report on Form 10-K the exhibits listed in Item 15(a)(3) set forth above.

(c) Financial Statement Schedules

The Company hereby files as part of this Annual Report on Form 10-K the financial statement schedule listed in Item 15(a)(2) set forth above.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

Date: February 15, 2022

By: TRITON INTERNATIONAL LIMITED
/s/ BRIAN M. SONDEY
Brian M. Sondey
Chairman of the Board, Director and Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Triton International Limited hereby severally constitute and appoint Brian M. Sondey and John Burns and each of them singly, our true and lawful attorneys, with the power to them and each of them singly, to sign for us and in our names in the capacities indicated below, any amendments to this Annual Report on Form 10-K, and generally to do all things in our names and on our behalf in such capacities to enable Triton International Limited to comply with the provisions of the Securities Exchange Act of 1934, as amended, and all the requirements of the Securities and Exchange Commission.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant, in the capacities indicated, on the 15th day of February, 2022.

<u>Signature</u>	<u>Title(s)</u>
/s/ BRIAN M. SONDEY _____ Brian M. Sondey	Chairman of the Board, Director and Chief Executive Officer
/s/ JOHN BURNS _____ John Burns	Senior Vice President and Chief Financial Officer
/s/ MICHELLE GALLAGHER _____ Michelle Gallagher	Vice President and Controller (Principal Accounting Officer)
/s/ ROBERT L. ROSNER _____ Robert L. Rosner	Lead Director
/s/ ROBERT W. ALSPAUGH _____ Robert W. Alspaugh	Director
/s/ MALCOLM P. BAKER _____ Malcolm P. Baker	Director
/s/ ANNABELLE BEXIGA _____ Annabelle Bexiga	Director
/s/ CLAUDE GERMAIN _____ Claude Germain	Director
/s/ KENNETH HANAU _____ Kenneth Hanau	Director
/s/ JOHN S. HEXTALL _____ John S. Hextall	Director
/s/ NIHARIKA RAMDEV _____ Niharika Ramdev	Director
/s/ SIMON R. VERNON _____ Simon R. Vernon	Director

INDEX TO FINANCIAL STATEMENTS

	<u>Page</u>
CONSOLIDATED FINANCIAL STATEMENTS	
<u>Report of Independent Registered Public Accounting Firm</u>	F-2
<u>Consolidated Balance Sheets as of December 31, 2021 and 2020</u>	F-4
<u>Consolidated Statements of Operations for the years ended December 31, 2021, 2020 and 2019</u>	F-5
<u>Consolidated Statements of Comprehensive Income for the years ended December 31, 2021, 2020 and 2019</u>	F-6
<u>Consolidated Statements of Shareholders' Equity for the years ended December 31, 2021, 2020 and 2019</u>	F-7
<u>Consolidated Statements of Cash Flows for the years ended December 31, 2021, 2020 and 2019</u>	F-8
<u>Notes to Consolidated Financial Statements</u>	F-9
<u>Schedule I - Condensed Financial Information of Registrant</u>	S-1
<u>Schedule II—Valuation and Qualifying Accounts</u>	S-4

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Triton International Limited:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of Triton International Limited and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes and financial statement schedules I to II (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021 based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Assessment of residual values of leasing equipment

As discussed in Note 2 to the consolidated financial statements, the net book value of leasing equipment as of December 31, 2021 was \$10.2 billion. Leasing equipment is recorded at cost and depreciated to an estimated residual value on a straight-line basis over the estimated useful lives. To determine the residual values of leasing equipment, the Company evaluates historical disposal experience and expectations of future used container sales prices.

We identified the assessment of residual values of leasing equipment as a critical audit matter. Subjective auditor judgment was required given the measurement uncertainty of the residual values of leasing equipment. Specifically, auditor judgment was required to evaluate the identification and support for trends affecting future used container sales prices.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's residual value estimation process, including controls over the key assumption used to estimate residual values of leasing equipment. We tested historical used container sales of the Company by examining historical sales invoices and considered their relevance and reliability to the residual values of leasing equipment. We assessed the mathematical accuracy of the historical average selling prices. We compared the historical average selling prices to current residual values. We compared identified trends in certain used container sales prices from published industry reports to trends identified by the Company within its historical data and evaluated the Company's determination of the effect of those trends on current residual value estimates. We compared the estimated residual values of certain containers to publicly available peer data.

/s/ KPMG LLP

We have served as the Company's auditor since 2014.

New York, New York
February 15, 2022

TRITON INTERNATIONAL LIMITED
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	December 31, 2021	December 31, 2020
ASSETS:		
Leasing equipment, net of accumulated depreciation of \$3,919,181 and \$3,370,652	\$ 10,201,113	\$ 8,630,696
Net investment in finance leases	1,558,290	282,131
Equipment held for sale	48,746	67,311
Revenue earning assets	11,808,149	8,980,138
Cash and cash equivalents	106,168	61,512
Restricted cash	124,370	90,484
Accounts receivable, net of allowances of \$1,178 and \$2,192	294,792	226,090
Goodwill	236,665	236,665
Lease intangibles, net of accumulated amortization of \$281,340 and \$264,791	17,117	33,666
Other assets	50,346	83,969
Fair value of derivative instruments	6,231	9
Total assets	<u>\$ 12,643,838</u>	<u>\$ 9,712,533</u>
LIABILITIES AND SHAREHOLDERS' EQUITY:		
Equipment purchases payable	\$ 429,568	\$ 191,777
Fair value of derivative instruments	48,277	128,872
Deferred revenue	92,198	26,786
Accounts payable and other accrued expenses	70,557	68,449
Net deferred income tax liability	376,009	327,431
Debt, net of unamortized costs of \$63,794 and \$42,747	8,562,517	6,403,270
Total liabilities	9,579,126	7,146,585
Shareholders' equity:		
Preferred shares, \$0.01 par value, at liquidation preference	730,000	555,000
Common shares, \$0.01 par value, 270,000,000 shares authorized, 81,295,366 and 81,151,723 shares issued, respectively	813	812
Undesignated shares, \$0.01 par value, 800,000 and 7,800,000 shares authorized, respectively, no shares issued and outstanding	—	—
Treasury shares, at cost, 15,429,499 and 13,901,326 shares, respectively	(522,360)	(436,822)
Additional paid-in capital	904,224	905,323
Accumulated earnings	2,000,854	1,674,670
Accumulated other comprehensive income (loss)	(48,819)	(133,035)
Total shareholders' equity	3,064,712	2,565,948
Total liabilities and shareholders' equity	<u>\$ 12,643,838</u>	<u>\$ 9,712,533</u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

TRITON INTERNATIONAL LIMITED
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

	Year Ended December 31, 2021	Year Ended December 31, 2020	Year Ended December 31, 2019
Leasing revenues:			
Operating leases	\$ 1,480,495	\$ 1,276,697	\$ 1,307,218
Finance leases	53,385	31,210	40,051
Total leasing revenues	1,533,880	1,307,907	1,347,269
Equipment trading revenues	142,969	85,780	83,993
Equipment trading expenses	(108,870)	(70,981)	(69,485)
Trading margin	34,099	14,799	14,508
Net gain on sale of leasing equipment	107,060	37,773	27,041
Operating expenses:			
Depreciation and amortization	626,240	542,128	536,131
Direct operating expenses	26,860	93,690	79,074
Administrative expenses	89,319	80,532	75,867
Provision (reversal) for doubtful accounts	(2,475)	2,768	590
Total operating expenses	739,944	719,118	691,662
Operating income (loss)	935,095	641,361	697,156
Other expenses:			
Interest and debt expense	222,024	252,979	316,170
Debt termination expense	133,853	24,734	2,543
Other (income) expense, net	(1,379)	(4,371)	(2,387)
Total other expenses	354,498	273,342	316,326
Income (loss) before income taxes	580,597	368,019	380,830
Income tax expense (benefit)	50,357	38,240	27,551
Net income (loss)	\$ 530,240	\$ 329,779	\$ 353,279
Less: income (loss) attributable to noncontrolling interest	—	—	592
Less: dividend on preferred shares	45,740	41,362	13,646
Net income (loss) attributable to common shareholders	\$ 484,500	\$ 288,417	\$ 339,041
Net income per common share—Basic	\$ 7.26	\$ 4.18	\$ 4.57
Net income per common share—Diluted	\$ 7.22	\$ 4.16	\$ 4.54
Cash dividends paid per common share	\$ 2.36	\$ 2.13	\$ 2.08
Weighted average number of common shares outstanding—Basic	66,728	69,051	74,190
Dilutive restricted shares	340	294	510
Weighted average number of common shares outstanding—Diluted	67,068	69,345	74,700

The accompanying notes to the consolidated financial statements are an integral part of these statements.

TRITON INTERNATIONAL LIMITED
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	Year Ended December 31, 2021	Year Ended December 31, 2020	Year Ended December 31, 2019
Net income (loss)	\$ 530,240	\$ 329,779	\$ 353,279
Other comprehensive income (loss), net of tax:			
Change in derivative instruments designated as cash flow hedges	55,599	(123,357)	(42,532)
Reclassification of (gain) loss on derivative instruments designated as cash flow hedges	28,722	21,927	(4,039)
Cumulative effect for the adoption of ASU 2017-12, net of income tax effect	—	—	432
Foreign currency translation adjustment	(105)	28	(57)
Other comprehensive income (loss), net of tax	84,216	(101,402)	(46,196)
Comprehensive income	614,456	228,377	307,083
Less:			
Other comprehensive income attributable to noncontrolling interest	\$ —	\$ —	\$ 592
Dividend on preferred shares	45,740	41,362	13,646
Comprehensive income attributable to common shareholders	\$ 568,716	\$ 187,015	\$ 292,845
Tax (benefit) provision on change in derivative instruments designated as cash flow hedges	\$ 3,586	\$ (10,694)	\$ (6,121)
Tax (benefit) provision on reclassification of (gain) loss on derivative instruments designated as cash flow hedges	\$ 1,916	\$ 1,144	\$ (2,009)
Tax (benefit) provision on cumulative effect for the adoption of ASU 2017-12	\$ —	\$ —	\$ 277

The accompanying notes to the consolidated financial statements are an integral part of these statements.

TRITON INTERNATIONAL LIMITED
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands, except share amounts)

	Preferred Shares		Common Shares		Treasury Shares		Add'l Paid in Capital	Accumulated Earnings	Accumulated Other Comprehensive Income	Non controlling Interest	Total Equity
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance as of December 31, 2018	—	\$ —	80,843,472	\$ 809	1,853,148	\$ (58,114)	\$ 896,811	\$ 1,349,627	\$ 14,563	\$ 121,513	\$ 2,325,209
Issuance of preferred shares, net of offering expenses	16,200,000	405,000	—	—	—	—	(14,232)	—	—	—	390,768
Share-based compensation	—	—	311,257	3	—	—	8,960	—	—	—	8,963
Treasury shares acquired	—	—	—	—	6,918,197	(220,396)	—	—	—	—	(220,396)
Share repurchase to settle shareholder tax obligations	—	—	(174,896)	(2)	—	—	(5,664)	—	—	—	(5,666)
Net income (loss)	—	—	—	—	—	—	—	352,687	—	592	353,279
Other comprehensive income (loss)	—	—	—	—	—	—	—	(432)	(46,196)	—	(46,628)
Purchase of noncontrolling interests	—	—	—	—	—	—	16,850	—	—	(120,027)	(103,177)
Distributions to noncontrolling interests	—	—	—	—	—	—	—	—	—	(2,078)	(2,078)
Common shares dividend declared	—	—	—	—	—	—	—	(155,714)	—	—	(155,714)
Preferred shares dividend declared	—	—	—	—	—	—	—	(12,323)	—	—	(12,323)
Balance as of December 31, 2019	16,200,000	\$ 405,000	80,979,833	\$ 810	8,771,345	\$ (278,510)	\$ 902,725	\$ 1,533,845	\$ (31,633)	\$ —	\$ 2,532,237
Issuance of preferred shares, net of offering expenses	6,000,000	150,000	—	—	—	—	(5,140)	—	—	—	144,860
Share-based compensation	—	—	225,499	3	—	—	9,893	—	—	—	9,896
Treasury shares acquired	—	—	—	—	5,129,981	(158,312)	—	—	—	—	(158,312)
Share repurchase to settle shareholder tax obligations	—	—	(53,609)	(1)	—	—	(2,155)	—	—	—	(2,156)
Net income (loss)	—	—	—	—	—	—	—	329,779	—	—	329,779
Other comprehensive income (loss)	—	—	—	—	—	—	—	—	(101,402)	—	(101,402)
Common shares dividend declared	—	—	—	—	—	—	—	(148,021)	—	—	(148,021)
Preferred shares dividend declared	—	—	—	—	—	—	—	(40,933)	—	—	(40,933)
Balance as of December 31, 2020	22,200,000	\$ 555,000	81,151,723	\$ 812	13,901,326	\$ (436,822)	\$ 905,323	\$ 1,674,670	\$ (133,035)	\$ —	\$ 2,565,948
Issuance of preferred shares, net of offering expenses	7,000,000	175,000	—	—	—	—	(6,177)	—	—	—	168,823
Share-based compensation	—	—	231,383	2	—	—	9,363	—	—	—	9,365
Treasury shares acquired	—	—	—	—	1,528,173	(85,538)	—	—	—	—	(85,538)
Share repurchase to settle shareholder tax obligations	—	—	(87,740)	(1)	—	—	(4,285)	—	—	—	(4,286)
Net income (loss)	—	—	—	—	—	—	—	530,240	—	—	530,240
Other comprehensive income (loss)	—	—	—	—	—	—	—	—	84,216	—	84,216
Common shares dividend declared	—	—	—	—	—	—	—	(158,735)	—	—	(158,735)
Preferred shares dividend declared	—	—	—	—	—	—	—	(45,321)	—	—	(45,321)
Balance as of December 31, 2021	29,200,000	\$ 730,000	81,295,366	\$ 813	15,429,499	\$ (522,360)	\$ 904,224	\$ 2,000,854	\$ (48,819)	\$ —	\$ 3,064,712

The accompanying notes to the consolidated financial statements are an integral part of these statements.

TRITON INTERNATIONAL LIMITED
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31, 2021	Year Ended December 31, 2020	Year Ended December 31, 2019
Cash flows from operating activities:			
Net income (loss)	\$ 530,240	\$ 329,779	\$ 353,279
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	626,240	542,128	536,131
Amortization of deferred debt cost and other debt related amortization	11,603	12,973	12,806
Lease related amortization	17,654	23,878	41,926
Share-based compensation expense	9,365	9,896	8,963
Net (gain) loss on sale of leasing equipment	(107,060)	(37,773)	(27,041)
Unrealized (gain) loss on derivative instruments	—	286	3,107
Debt termination expense	133,853	24,734	2,543
Deferred income taxes	43,077	35,662	27,181
Changes in operating assets and liabilities:			
Accounts receivable	(50,336)	(9,955)	51,242
Deferred revenue	83,600	90	3,637
Accounts payable and accrued expenses	(6,860)	(28,360)	3,963
Net equipment sold (purchased) for resale activity	7,606	14,503	(3,837)
Cash received (paid) for settlement of interest rate swaps	5,497	(5,074)	(22,330)
Cash collections on finance lease receivables, net of income earned	74,117	78,333	72,721
Other assets	26,568	(47,348)	(2,385)
Net cash provided by (used in) operating activities	1,405,164	943,752	1,061,906
Cash flows from investing activities:			
Purchases of leasing equipment and investments in finance leases	(3,434,394)	(744,129)	(240,170)
Proceeds from sale of equipment, net of selling costs	217,078	255,104	217,296
Other	(70)	8	(846)
Net cash provided by (used in) investing activities	(3,217,386)	(489,017)	(23,720)
Cash flows from financing activities:			
Issuance of preferred shares, net of underwriting discount	169,488	145,275	392,242
Purchases of treasury shares	(82,528)	(158,312)	(222,236)
Debt issuance costs	(42,631)	(26,814)	(8,751)
Borrowings under debt facilities	8,690,006	3,495,445	1,697,200
Payments under debt facilities and finance lease obligations	(6,635,987)	(3,737,150)	(2,608,960)
Dividends paid on preferred shares	(45,321)	(40,933)	(12,323)
Dividends paid on common shares	(157,312)	(146,476)	(153,861)
Distributions to noncontrolling interests	—	—	(2,078)
Purchase of noncontrolling interests	—	—	(103,039)
Other	(4,951)	(2,746)	(6,947)
Net cash provided by (used in) financing activities	1,890,764	(471,711)	(1,028,753)
Net increase (decrease) in cash, cash equivalents and restricted cash	\$ 78,542	\$ (16,976)	\$ 9,433
Cash, cash equivalents and restricted cash, beginning of period	151,996	168,972	159,539
Cash, cash equivalents and restricted cash, end of period	\$ 230,538	\$ 151,996	\$ 168,972
Supplemental disclosures:			
Interest paid	\$ 211,412	\$ 244,280	\$ 306,827
Income taxes paid (refunded)	\$ 7,933	\$ 2,191	\$ (895)
Right-of-use asset for leased property	\$ 2,517	\$ 543	\$ 7,616
Supplemental non-cash investing activities:			
Equipment purchases payable	\$ 429,568	\$ 191,777	\$ 24,685

The accompanying notes to the consolidated financial statements are an integral part of these statements.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Description of the Business and Basis of Presentation

Description of the Business and Basis of Presentation

Triton International Limited ("Triton" or the "Company"), through its subsidiaries, leases intermodal transportation equipment, primarily maritime containers, and provides maritime container management services through a worldwide network of service subsidiaries, third-party depots and other facilities. The majority of the Company's business is derived from leasing its containers to shipping line customers through a variety of long-term and short-term contractual lease arrangements. The Company also sells containers from its equipment leasing fleet as well as containers specifically acquired for resale from third parties. The Company's registered office is located in Bermuda.

The consolidated financial statements and accompanying notes include the accounts of the Company and its subsidiaries and are prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). Certain reclassifications have been made to the accompanying prior period financial statements and notes to conform to the current year's presentation.

Note 2—Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and subsidiaries in which it has a controlling interest, and variable interest entities of which the Company is the primary beneficiary. The equity method of accounting is applied when the Company does not have a controlling interest in an entity but exerts significant influence over the entity. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and disclosure of contingent assets and liabilities in the financial statements. Such estimates include, but are not limited to, the Company's estimates in connection with leasing equipment, including residual values and depreciable lives, values of assets held for sale and other long lived assets, provision for income tax, allowance for doubtful accounts, share-based compensation, goodwill and intangible assets. Actual results could differ from those estimates.

Segment Reporting

The Company conducts its business activities in one industry, intermodal transportation equipment, and has two reporting segments, Equipment leasing and Equipment trading. The Company also segregates total equipment leasing revenues and total equipment trading revenues by geographic location based upon the primary domicile of the Company's customers.

Concentration of Credit Risk

The Company's equipment leases and trade receivables subject it to potential credit risk. The Company extends credit to its customers based upon an evaluation of each customer's financial condition and credit history. Evaluations of the financial condition and associated credit risk of customers are performed on an ongoing basis. The Company's largest customer accounted for 21%, 22%, and 21% of its lease billings during 2021, 2020, and 2019, respectively, and accounted for 26% and 23% of its accounts receivable as of December 31, 2021 and 2020, respectively. The Company's second largest customer accounted for 16% of its lease billings during 2021 and 14% during both 2020 and 2019, and accounted for 11% of its accounts receivable as of December 31, 2021 and 6% as of December 31, 2020. The Company's third largest customer accounted for 10%, 9.0%, and 5.0% of its lease billings during 2021, 2020, and 2019, respectively, and accounted for 5% of its accounts receivable as of both December 31, 2021 and 2020.

Other financial instruments that are exposed to concentration of credit risk are cash and cash equivalents, and restricted cash balances. Cash and cash equivalents, and restricted cash are held with financial institutions of high quality. Balances may exceed the amount of insurance provided on such deposits.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Fair Value Measurements

Fair value represents the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The determination of fair value may require an entity to make significant judgments or develop assumptions about market participants to reflect risks specific to the asset being valued. The Company uses the following fair value hierarchy when selecting inputs for its valuation techniques, with the highest priority given to Level 1:

- Level 1—quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2—inputs other than quoted prices included within Level 1 that are either directly or indirectly observable; and
- Level 3—unobservable inputs in which little or no market activity exists, therefore requiring an entity to develop its own assumptions about the assumptions that market participants would use in pricing.

Cash and cash equivalents, restricted cash, accounts receivable, equipment purchases payable and accounts payable carrying amounts approximate fair values because of the short-term nature of these instruments. The Company's other financial and non-financial assets, which include leasing equipment, net investment in finance leases, intangible assets and goodwill, are not required to be measured at fair value on a recurring basis. However, if certain triggering events occur, or if an annual impairment test is required, and the Company determines that these other financial and non-financial assets are impaired after completing an evaluation, these assets would be written down to their fair value.

For information on the fair value of equipment held for sale, debt, and the fair value of derivative instruments, please refer to Note 3 - "Equipment Held for Sale", Note 6 - "Debt" and Note 7 - "Derivative Instruments", respectively.

Cash and Cash Equivalents

Cash and cash equivalents consist of all cash balances and highly liquid investments having original maturities of three months or less at the time of purchase.

Restricted Cash

The Company's restricted cash relates to amounts held at financial institutions pursuant to certain debt arrangements. The restricted cash balances represent cash proceeds collected and required to be used to pay debt service and other related expenses.

Allowance for Doubtful Accounts

The Company's allowance for doubtful accounts is estimated based upon a review of the collectability of its receivables. This review is based on the risk profile of the receivables, credit quality indicators such as the level of past-due amounts and economic conditions. Generally, the Company does not require collateral on accounts receivable balances. An account is considered past due when a payment has not been received in accordance with the contractual terms. Changes in economic conditions or other events may necessitate additions or deductions to the allowance for doubtful accounts. The allowance for doubtful accounts is intended to provide for losses in the receivables, and requires the application of estimates and judgments as to the outcome of collection efforts, among other things. The Company believes its allowance for doubtful accounts is adequate to provide for credit losses inherent in its existing receivables.

For our net investment in finance leases and accounts receivable for sales of equipment, the Company measures expected credit loss by evaluating the overall credit quality of its customers. Expected credit losses for these financial assets are estimated using historical experience which includes multiple economic cycles, customer payment history, management's assessment of the customer's financial condition, and consideration of current conditions and reasonable forecasts.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Net Investment in Finance Leases

The Company has entered into various lease agreements that qualify as finance leases. These leases are long-term in nature, ranging for a period of three to fourteen years, and typically include an option to purchase the equipment at the end of the lease term for a nominal price that the Company deems reasonably certain to be exercised. At the inception of a finance lease, a net investment is recorded based on the gross investment (representing the total future minimum lease payments plus the estimated residual value), net of unearned income. Unearned income represents the excess of the gross investment over the fair value of the leased equipment at lease commencement. Any gain or loss is recognized at commencement and recorded in Net gain on sale of leasing equipment.

Leasing Equipment

The Company purchases new equipment from equipment manufacturers for the purpose of leasing such equipment to customers. The Company also purchases used equipment with the intention of selling such equipment in one or more years from the date of purchase.

Leasing equipment is recorded at cost and depreciated to an estimated residual value on a straight-line basis over the estimated useful lives. Capitalized costs for new container rental equipment include the manufactured cost of the container, inspection, delivery, and associated costs incurred in moving the container from the manufacturer to the initial on-hire location of such container. Repair and maintenance costs that do not extend the lives of the container rental equipment are charged to direct operating expenses at the time the costs are incurred.

The estimated useful lives and residual values of the Company's leasing equipment are based on the Company's expectations for future used container sale prices. The Company evaluates estimates used in its depreciation policies on a regular basis to determine whether changes have taken place that would suggest that a change in its depreciation estimates for useful lives or the assigned residual values of its equipment is warranted. For 2021, the Company completed its annual depreciation policy assessment during the fourth quarter and concluded no change was necessary.

The estimated useful lives and residual values for each major equipment type for the periods indicated below were as follows:

Equipment Type	As of December 31, 2021 and 2020	
	Depreciable Life	Residual Value
Dry containers		
20-foot dry container	13 years	\$ 1,000
40-foot dry container	13 years	\$ 1,200
40-foot high cube dry container	13 years	\$ 1,400
Refrigerated containers		
20-foot refrigerated container	12 years	\$ 2,350
40-foot high cube refrigerated container	12 years	\$ 3,350
Special containers		
40-foot flat rack container	16 years	\$ 1,700
40-foot open top container	16 years	\$ 2,300
Tank containers	20 years	\$ 3,000
Chassis	20 years	\$ 1,200

Depreciation on leasing equipment commences on the date of initial on-hire.

For leasing equipment purchased for resale that may be leased for a period of time, the Company adjusts its estimates for remaining useful life and residual values based on our expectations for how long the equipment will remain on-hire to the current lessee and the expected sales market for older containers when these units are redelivered.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The net book value of the Company's leasing equipment by equipment type as of the dates indicated was (in thousands):

	December 31, 2021	December 31, 2020
Dry container	\$ 8,087,346	\$ 6,589,960
Refrigerated container	1,556,673	1,483,820
Special container	297,925	307,765
Tank container	102,220	97,982
Chassis	156,949	151,169
Total	<u>\$ 10,201,113</u>	<u>\$ 8,630,696</u>

Included in the amounts above are units not on lease at December 31, 2021 and 2020 with a total net book value of \$391.3 million and \$173.2 million, respectively. A large majority of the units not on lease at December 31, 2021 are recently purchased equipment.

Valuation of Leasing Equipment

Leasing equipment is evaluated for impairment whenever events or changes in circumstances indicate that its carrying value may not be recoverable. Recoverability of an asset to be held and used is measured by a comparison of the carrying value to its estimated undiscounted future cash flows expected to be generated by the asset. If the carrying value of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized in the amount by which the carrying value of the asset exceeds the fair value of the asset. Key indicators of impairment on leasing equipment include, among other factors, a sustained decrease in operating profitability, a sustained decrease in utilization, or indications of technological obsolescence.

When testing for impairment, leasing equipment is generally grouped by equipment type, and is tested separately from other groups of assets and liabilities. Some of the significant estimates and assumptions used to determine future undiscounted cash flows and the measurement for impairment are the remaining useful life, expected utilization, expected future lease rates and expected disposal prices of the equipment. The Company considers the assumptions on expected utilization and the remaining useful life to have the greatest impact on its estimate of future undiscounted cash flows. These estimates are principally based on the Company's historical experience and management's judgment of market conditions.

The Company did not record any impairment charges related to leasing equipment for the years ended December 31, 2021, 2020, and 2019.

Equipment Held for Sale

When leasing equipment is returned off lease, the Company makes a determination of whether to repair and re-lease the equipment or sell the equipment. At the time the Company determines that equipment will be sold, it reclassifies the carrying value of leasing equipment to equipment held for sale. Equipment held for sale is recorded at the lower of its estimated fair value less costs to sell or carrying value at the time identified for sale. Depreciation expense on equipment held for sale is halted and disposals generally occur within 90 days. Initial write downs of equipment held for sale to fair value are recorded as an impairment charge and are included in Net gain on sale of leasing equipment. Subsequent increases or decreases to the fair value of those assets are recorded as adjustments to the carrying value of the equipment held for sale, however, any such adjustments may not exceed the respective equipment's carrying value at the time it was initially classified as held for sale. Realized gains and losses resulting from the sale of equipment held for sale are recorded in Net gain on sale of leasing equipment, and cash flows associated with the disposal of equipment held for sale are classified as cash flows from investing activities.

Equipment recorded within our equipment trading segment is also included in Equipment held for sale. Gains and losses resulting from the sale of this equipment is recorded in Trading margin, and cash flows associated with the sale of this equipment are classified as cash flows from operating activities.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Operating Leases

The Company leases office space and office equipment and evaluates whether these leases are classified as operating or financing at the inception of the lease. The classification is based on certain assumptions that require judgment, such as the asset's fair value, the asset's estimated residual value, the interest rate implicit in the lease, and the asset's economic useful life.

For operating leases, the Company records a lease liability based on the present value of the remaining minimum payments and a corresponding right-of-use ("ROU") asset. The Company uses its estimated incremental borrowing rate at the commencement date to determine the present value of lease payments. The benefits of lease incentives, including rent-free or reduced rent periods, and the cost of future rent escalations are recognized on a straight-line basis over the term of the lease. A lease liability and a corresponding ROU asset are not recognized when, at the commencement date of the lease, the term is 12 months or less.

Property, Furniture and Equipment

Costs of major additions of property, furniture, equipment and improvements are capitalized and are included in Other assets on the consolidated balance sheets. The original cost is depreciated on a straight-line basis over the estimated useful lives of such property, furniture and equipment. Leasehold improvements are amortized on a straight-line basis over the shorter of the lease term or the estimated useful lives of the leased assets. Other fixed assets, which consist primarily of computer software and hardware, are recorded at cost and amortized on a straight-line basis over their respective estimated useful lives, which range from three to seven years. Expenditures for maintenance and repairs are expensed as they are incurred.

Goodwill

Goodwill is tested for impairment at least annually on October 31 of each fiscal year or more frequently if events occur or circumstances exist that indicate that the fair value of a reporting unit may be below its carrying value. Goodwill has been allocated to the Company's reporting units, which are the same as its reporting segments.

In evaluating goodwill for impairment, the Company has the option to first assess qualitative factors to determine whether further impairment testing is necessary. Among the relevant events and circumstances that affect the fair value of reporting units, the Company considers individual factors such as macroeconomic conditions, changes in its industry and the markets in which the Company operates, as well as its reporting units' historical and expected future financial performance. If, after assessing the totality of events or circumstances, the Company determines it is more-likely-than-not that the fair value of a reporting unit is greater than its carrying amount, then the quantitative goodwill impairment test is unnecessary. The quantitative goodwill impairment test compares the fair value of a reporting unit with its carrying amount, including goodwill. If the carrying amount of the reporting unit is less than its fair value, no impairment exists. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit.

The Company elected to perform the qualitative assessment for its evaluation of goodwill impairment during the year ended December 31, 2021 and concluded there was no impairment. For the years ended December 31, 2021, 2020, and 2019, the Company did not record any goodwill impairments.

Intangible Assets

Intangible assets with finite useful lives such as acquired lease intangibles are initially recorded at fair value and are amortized over their respective estimated useful lives and subsequently reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The Company has not recorded any impairment charges related to intangible assets for the years ended December 31, 2021, 2020, and 2019.

Revenue Recognition

Operating Leases with Customers

The Company enters into long-term leases and service leases with ocean carriers, principally as lessor in operating leases, for marine cargo equipment. Long-term leases provide customers with specified equipment for a specified term. The Company's leasing revenues are based upon the number of equipment units leased, the applicable per diem rate and the length

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

of the lease. Long-term leases typically have initial contractual terms ranging from five to eight or more years. Revenues are recognized on a straight-line basis over the life of the respective lease. Revenue from advance billings are deferred and recognized in the period earned. Service leases do not specify the exact number of equipment units to be leased or the term that each unit will remain on-hire, but allow the lessee to pick-up and drop-off units at various locations specified in the lease agreement. Under a service lease, rental revenue is based on the number of equipment units on-hire for a given period. Revenue from customers considered to be non-performing is deferred and recognized when the amounts are received.

The Company recognizes billings to customers for damages and certain other operating costs as leasing revenue when earned based on the terms of the contractual agreements with the customer.

Finance Leases with Customers

The Company enters into finance leases as lessor for some of the equipment in its fleet. At the inception of the lease, the Company records the total future minimum lease payments plus the estimated residual value, net of executory costs, if any. Cash deposits reduce the net finance lease receivable and are recorded on the statement of cash flows as deferred revenue within operating activities. The net investment in finance leases represents the receivables due from lessees, net of unearned income and amounts previously billed, which are included in accounts receivable. Unearned income, which also includes any initial direct costs, is recognized on a constant yield basis over the lease term and is recorded as leasing revenue. The Company's finance leases are usually long-term in nature and typically include an option to purchase the equipment at the end of the lease term for a nominal price that the Company deems reasonably certain to be exercised.

Equipment Trading Revenues and Expenses

Equipment trading revenues represent the proceeds from the sale of equipment purchased for resale and are recognized as units are sold. The related expenses represent the cost of equipment sold as well as other selling costs that are recognized as incurred and are reflected as equipment trading expenses on the consolidated statements of operations.

Direct Operating Expenses

Direct operating expenses are directly related to the Company's equipment under and available for lease. These expenses primarily consist of the Company's costs to repair and maintain the equipment, to reposition the equipment and to store the equipment when it is not on lease. These costs are recognized when incurred. Certain positioning costs may be capitalized when incurred to place new equipment on an initial lease.

Debt Costs

Debt costs represent the fees incurred in connection with debt obligation arrangements. These costs are capitalized and amortized using the effective interest method or on a straight-line basis over the term of the related obligation, depending on the type of debt obligation to which they relate. Unamortized debt costs may be written off when the related debt obligations are refinanced or extinguished prior to maturity.

Derivative Instruments

The Company primarily uses derivatives in the management of its interest rate exposure on its long-term borrowings. The Company records derivative instruments on its balance sheet at fair value and establishes criteria for both the designation and effectiveness of hedging activities.

The Company has entered into interest rate swap agreements with certain financial institutions. The interest rate swap agreements require the Company to make payments to counterparties at fixed rates in return for receipts based upon variable rates indexed to the London Interbank Offered Rate ("LIBOR") or its replacement rate.

Derivative instruments are designated or non-designated for hedge accounting purposes. The fair value of the derivative instruments is measured at each balance sheet date and is reflected on a gross basis on the consolidated balance sheets. The change in fair value of the derivative instruments designated as a cash flow hedge are recorded on the consolidated balance sheets in accumulated other comprehensive income (loss) and are re-classified to interest and debt expense when the hedged interest payments are recognized. The change in fair value of non-designated derivative instruments is recorded in the consolidated statements of operations as other (income) expense, net.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Income Taxes

The Company uses the liability method of accounting for income taxes, which requires recognition of deferred tax assets and liabilities based on the expected future tax consequences of temporary differences that currently exist between the tax basis and financial reporting basis of assets and liabilities. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Any change in the tax rate which has an effect on deferred tax assets and liabilities is recognized as an increase or decrease to income in the period that includes the enactment date of the law that resulted in the change in tax rate.

The Company recognizes the effect of income tax positions which are more-likely-than-not of being sustained. If a position does not meet the more-likely-than-not criteria, the Company records a reserve against the tax position such that a tax benefit is recognized only in the amount that has a greater than 50% likelihood of being recognized. The full impact of any change in recognition or measurement of an uncertain tax position is reflected in the period in which such change occurs. Potential interest and penalties associated with such uncertain tax positions are recorded as a component of income tax expense.

Non-controlling Interests

During 2019, the Company acquired all of the remaining third-party partnership interests in Triton Container Investments LLC ("TCI"), a fully consolidated entity, for an aggregate of \$103.0 million in cash and recognized a benefit of \$16.9 million in the consolidated statements of shareholders' equity.

Foreign Currency Translation and Re-measurement

The Company uses the U.S. dollar as its reporting currency. The net assets and operations that are denominated in foreign currency and are subject to foreign currency translation included in the consolidated financial statements are attributable primarily to the Company's U.K. subsidiary. The accounts of this subsidiary have been converted at rates of exchange in effect at year end as to balance sheet accounts and at the annual weighted average exchange rates for the statements of operations accounts. The effects of changes in exchange rates in translating foreign subsidiaries' financial statements are included in shareholders' equity as accumulated other comprehensive (loss) income.

The Company also has certain cash accounts, certain finance lease receivables and certain obligations that are denominated in currencies other than the Company's functional currency. These assets and liabilities are generally denominated in euros or British pounds, and are re-measured at each balance sheet date at the exchange rates in effect as of those dates. The impact of changes in exchange rates on the re-measurement of assets and liabilities are included in administrative expenses on the consolidated statements of operations. Net foreign currency exchange gains or losses was a loss of \$1.0 million for the year ended December 31, 2021, a gain of \$0.4 million for the year ended December 31, 2020 and a loss of \$0.8 million for the year ended December 31, 2019.

Share-based Compensation

The Company measures and recognizes share-based awards granted to employees based on the grant date fair value. Share-based awards may be subject to forfeiture if certain employment conditions are not met. The Company has elected to account for forfeitures as they occur. Time based awards are measured at the grant date and are recognized as compensation expense over the employee's requisite service period, generally the vesting period of the equity award, on a straight-line basis. Performance-based awards are recognized as compensation expense when satisfaction of the performance condition is considered probable. The Company also grants share-based awards to non-employee directors that vest immediately and are recognized as compensation expense based on the grant date fair value.

Earnings Per Share

Basic earnings per share is computed by dividing net income attributable to common shareholders by the weighted average number of common shares outstanding for the period. Any potential issuance of common shares, including those that are contingent and do not participate in dividends, are excluded from the weighted average number of common shares outstanding. Diluted earnings per share reflect the potential dilution that would occur if securities exercisable or convertible into common shares were exercised or converted into common shares, utilizing the treasury share method.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The Company excluded a de minimus amount of anti-dilutive restricted common shares from its calculation of diluted earnings per share for the years ended December 31, 2021, 2020, and 2019.

Recently Issued Accounting Standards Update

Lessors - Certain Leases with Variable Lease Payments

In July 2021, the Financial Accounting Standards Board issued Accounting Standards Update ("ASU") 2021-05, Lease (Topic 842): Lessors - Certain Leases with Variable Lease Payments. This guidance amends the lease classification accounting for lessors for certain leases with variable lease payments that do not depend on a reference index or a rate and would have resulted in the recognition of a loss at lease commencement if classified as a sales-type or direct financing lease. Under the new guidance, these leases will be classified as an operating lease. The amendments are effective for fiscal years beginning after December 15, 2021, with early adoption permitted. The Company will adopt this standard on January 1, 2022. Based on the nature of our finance leases, the Company does not expect the adoption of this ASU to have an impact on the consolidated financial statements.

Note 3—Equipment Held for Sale

The Company's equipment held for sale is recorded at the lower of fair value less cost to sell, or carrying value at the time identified for sale. Fair value is measured using Level 2 inputs and is based predominantly on recent sales prices. The following table summarizes the portion of equipment held for sale in the consolidated balance sheet that have been impaired and written down to fair value less cost to sell (in thousands):

	December 31, 2021	December 31, 2020
Equipment held for sale	\$ 239	\$ 4,001

An impairment charge is recorded when the carrying value of the asset exceeds its fair value less cost to sell. The following table summarizes the Company's net impairment charges recorded in Net gain on sale of leasing equipment on the consolidated statements of operations (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Impairment (loss) reversal on equipment held for sale	\$ 16	\$ (3,532)	\$ (5,299)
Gain (loss) on sale of equipment, net of selling costs	107,044	41,305	32,340
Net gain on sale of leasing equipment	<u>\$ 107,060</u>	<u>\$ 37,773</u>	<u>\$ 27,041</u>

Note 4—Intangible Assets

Intangible assets consist of lease intangibles for leases acquired with lease rates above market in a business combination. The following table summarizes the amortization of intangible assets as of December 31, 2021 (in thousands):

<u>Years ending December 31,</u>	<u>Total Intangible Assets</u>
2022	\$ 10,497
2023	4,657
2024	1,963
Total	<u>\$ 17,117</u>

Amortization expense related to intangible assets was \$16.5 million, \$22.5 million, and \$37.5 million for the years ended December 31, 2021, 2020, and 2019, respectively.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Note 5—Restricted Cash

The components of restricted cash as of December 31, 2021 and December 31, 2020 were as follows (in thousands):

	December 31, 2021	December 31, 2020
Collection accounts	\$ 37,372	\$ 27,673
Trust accounts	31,628	19,001
Other restricted cash accounts	55,370	43,810
Total restricted cash	<u>\$ 124,370</u>	<u>\$ 90,484</u>

Collection accounts

Pursuant to certain debt agreements, the Company maintains bank accounts for collections related to certain containers that are financed ("the Collection Accounts"). Cash proceeds collected from leasing and disposition are deposited into the Collection Accounts. Similarly, all expenses related to the operation of the containers are paid from the Collection Accounts.

Trust accounts

Pursuant to certain debt agreements, cash is transferred from the Collection Accounts to separate accounts (the "Trust Accounts"). The Trust Accounts are maintained by the Company on behalf of certain Asset Backed Securitization ("ABS") noteholders. The cash in the Trust Accounts is used to pay related ABS debt service and related expenses. After such payments, any remaining cash in these accounts is transferred to certain unrestricted bank accounts of the Company and is included in cash and cash equivalents on the consolidated balance sheets.

Other restricted cash accounts

Pursuant to certain asset-backed debt agreements, cash is held at separate accounts in order to maintain an amount equal to projected interest expense for a specified number of months.

Note 6—Debt

The table below summarizes the Company's key terms and carrying value of debt (in thousands):

	Contractual Weighted Avg Interest Rate ⁽¹⁾	Maturity Range ⁽¹⁾		December 31, 2021	December 31, 2020
		From	To		
Asset-backed securitization term notes	1.98%	Aug 2023	Feb 2031	\$ 3,801,777	\$ 2,920,807
Institutional notes	—%	—	—	—	1,642,314
Corporate notes	1.82%	Aug 2023	Jun 2031	2,300,000	—
Term loan facilities	1.49%	May 2026	May 2026	1,176,000	840,000
Asset-backed securitization warehouse	1.95%	Nov 2027	Nov 2027	225,000	264,000
Revolving credit facilities	1.48%	Oct 2026	Oct 2026	1,112,000	760,500
Finance lease obligations	4.93%	Feb 2022	Feb 2022	15,042	17,304
Total debt outstanding				<u>8,629,819</u>	<u>6,444,925</u>
Unamortized debt costs				(63,794)	(42,747)
Unamortized debt premiums & discounts				(3,508)	(599)
Unamortized fair value debt adjustment				—	1,691
Debt, net of unamortized costs				<u>\$ 8,562,517</u>	<u>\$ 6,403,270</u>

(1) Data as of December 31, 2021.

The fair value of total debt outstanding was \$8,572.9 million and \$6,536.5 million as of December 31, 2021 and December 31, 2020, respectively, and was measured using Level 2 inputs.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

As of December 31, 2021, the maximum borrowing levels for the ABS warehouse and the revolving credit facilities are \$1,125.0 million and \$2,000.0 million, respectively. These facilities are governed by either borrowing bases or an unencumbered asset test that limits borrowing capacity. As of December 31, 2021, the availability under these credit facilities without adding additional assets to the borrowing base was approximately \$1,034.2 million.

The Company is subject to certain financial covenants under its debt agreements. As of December 31, 2021 and December 31, 2020, the Company was in compliance with all financial covenants in accordance with the terms of its debt agreements.

The Company hedges the risks associated with fluctuations in interest rates on a portion of its floating-rate debt by entering into interest rate swap agreements that convert a portion of its floating-rate debt to a fixed rate basis, thus reducing the impact of interest rate changes on future interest expense. The following table summarizes the Company's outstanding fixed-rate and floating-rate debt as of December 31, 2021 (in thousands):

	Balance Outstanding	Contractual Weighted Avg Interest Rate	Maturity Range		Weighted Avg Remaining Term
			From	To	
Excluding impact of derivative instruments:					
Fixed-rate debt	\$5,513,840	1.95%	Feb 2022	Jun 2031	4.7 years
Floating-rate debt	\$3,115,979	1.56%	Aug 2023	Nov 2027	3.9 years
Including impact of derivative instruments:					
Fixed-rate debt	\$5,513,840	1.95%			
Hedged floating-rate debt	1,929,729	3.34%			
Total fixed and hedged debt	7,443,569	2.31%			
Unhedged floating-rate debt	1,186,250	1.56%			
Total	\$8,629,819	2.21%			

The Company issued the following corporate notes during the year ended December 31, 2021:

Date	Total Offering	Contractual Interest Rate	Maturity
April 15, 2021	\$600.0 Million	2.05%	Apr 2026
June 7, 2021	\$500.0 Million	1.15%	Jun 2024
June 7, 2021	\$600.0 Million	3.15%	Jun 2031
August 6, 2021	\$600.0 Million	0.80%	Aug 2023

The Company issued the following ABS fixed rate series during the year ended December 31, 2021:

Date	Total Offering	Contractual Weighted Avg Interest Rate	Expected Maturity
February 3, 2021	\$502.9 Million	1.69%	Feb 2031
March 17, 2021	\$725.0 Million	1.89%	Dec 2030

On May 27, 2021, the Company extinguished a term loan and paid the outstanding balance of \$820.0 million. As a result, the Company wrote off \$1.8 million of debt related costs. Concurrently, the Company entered into a delayed draw term loan facility with a maximum capacity of \$1,200.0 million at an interest rate of 1-month LIBOR plus 1.375% and a maturity date of May 27, 2026.

On June 28, 2021, the Company redeemed approximately \$821.0 million of its outstanding institutional notes. As a result, the Company paid a make-whole premium of \$84.8 million and wrote off \$2.5 million of debt related costs. The cash paid for the make-whole premium is classified under financing cash flows as payments under debt facilities and finance lease obligations.

On August 30, 2021, the Company redeemed the remaining \$648.9 million of its outstanding institutional notes. As a result, the Company paid a make-whole premium of \$43.1 million and recognized a gain of \$0.6 million from the write-off of

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

unamortized debt costs and fair value adjustments. The cash paid for the make-whole premium is classified under financing cash flows as payments under debt facilities and finance lease obligations.

On October 14, 2021, the Company amended its revolving facility which increased its borrowing capacity to \$2,000.0 million. As a result, the company wrote off \$0.7 million of debt related costs. Additionally on this date, the Company prepaid a term loan and a revolving facility, which resulted in an additional write off of \$0.6 million of debt related costs.

Asset-Backed Securitization Term Notes

Under the Company's ABS facilities, indirect wholly-owned subsidiaries of the Company issue ABS notes. These subsidiaries are intended to be bankruptcy remote so that such assets are not available to creditors of the Company or its affiliates until and unless the related secured borrowings have been fully discharged. These transactions do not meet accounting requirements for sales treatment and are recorded as secured borrowings.

The Company's borrowings under the ABS facilities amortize in monthly installments, typically in level payments over five or more years. These facilities provide for an advance rate against the net book values of designated eligible equipment. The net book values for purposes of calculating eligible equipment is determined according to the related debt agreement and may be different than those calculated per U.S. GAAP. The Company is required to maintain restricted cash balances on deposit in designated bank accounts equal to three to nine months of interest expense depending on the terms of each facility.

Institutional Notes

The Company's institutional notes were fully redeemed during the year ended December 31, 2021.

Corporate Notes

The Company's corporate notes are unsecured and have maturities ranging from 2 -10 years and interest payments due semi-annually. The corporate notes are pre-payable (in whole or in part) at the Company's option at any time prior to the maturity date, subject to certain provisions in the corporate note agreements, including the payment of a make-whole premium in respect to such prepayment.

Term Loan Facility

The Company's term loan facility has a maturity date of May 27, 2026, which amortizes in quarterly installments. This facility is subject to covenants customary for unsecured financings of this type, primarily financial covenants that require us to maintain a maximum ratio of unencumbered assets to certain financial indebtedness.

Asset-Backed Securitization Warehouse

Under the Company's ABS warehouse facility, an indirect wholly-owned subsidiary of the Company issues ABS notes. This subsidiary is intended to be bankruptcy remote so that such assets are not available to creditors of the Company or its affiliates until and unless the related secured borrowings have been fully discharged. These transactions do not meet accounting requirements for sales treatment and are recorded as secured borrowings.

The Company's ABS warehouse facility has a borrowing capacity of \$1,125.0 million that is available on a revolving basis until November 13, 2023, paying interest at LIBOR plus 1.85%, after which any borrowings will convert to term notes with a maturity date of November 15, 2027, paying interest at LIBOR plus 2.85%.

During the revolving period, the borrowing capacity under this facility is determined by applying an advance rate against the net book values of designated eligible equipment. The net book values for purposes of calculating eligible equipment are determined according to the related debt agreement and may be different than those calculated per U.S. GAAP. The Company is required to maintain restricted cash balances on deposit in designated bank accounts equal to three months of interest expense.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Revolving Credit Facility

The revolving credit facility has a maturity date of October 14, 2026, and has a maximum borrowing capacity of \$2,000.0 million. This facility is subject to covenants customary for unsecured financings of this type, primarily financial covenants that require us to maintain a maximum ratio of unencumbered assets to certain financial indebtedness.

Finance Lease Obligations

Certain containers are leased with a financial institution. The lease is accounted for as a finance lease, with interest expense recognized on a level yield basis over the period preceding early purchase options, which is five to seven years from the transaction date. The Company has provided notice to early terminate these finance lease obligations in the first quarter of 2022.

Debt Maturities

At December 31, 2021, the Company's scheduled principal repayments and maturities, including finance lease obligations, were as follows (in thousands):

Years ending December 31.

2022	\$	477,618
2023		1,230,460
2024		1,254,012
2025		430,497
2026		2,838,602
2027 and thereafter		2,398,630
Total	\$	<u>8,629,819</u>

Note 7—Derivative Instruments

Interest Rate Swaps / Caps

The Company enters into derivative agreements to manage interest rate risk exposure. Interest rate swap agreements are utilized to limit the Company's exposure to interest rate risk by converting a portion of its floating-rate debt to a fixed rate basis, thus reducing the impact of interest rate changes on future interest expense. Interest rate swaps involve the receipt of floating-rate amounts in exchange for fixed rate interest payments over the lives of the agreements without an exchange of the underlying principal amounts. The Company also utilizes interest rate cap agreements to manage the Company's exposure to rising interest rates by placing a ceiling on the rate that will be paid under certain floating-rate debt agreements.

The counterparties to these agreements are highly rated financial institutions. In the unlikely event that the counterparties fail to meet the terms of these agreements, the Company's exposure is limited to the interest rate differential on the notional amount at each monthly settlement period over the life of the agreements. The Company does not anticipate any non-performance by the counterparties.

Certain assets of the Company's subsidiaries are pledged as collateral for various ABS facilities and the amounts payable under certain derivative agreements. Additionally, the Company may be required to post cash collateral on these agreements. Any amounts of cash collateral posted are included in Other assets on the consolidated balance sheet and are presented in operating activities of the consolidated statements of cash flows. As of December 31, 2021, the Company has cash collateral of \$17.0 million related to interest rate swap contracts.

During the year ended December 31, 2021, the Company entered into the following hedging instruments:

Derivative Instrument	Date Effective	Notional Amount	Fixed Leg (Pay) Interest Rate	Indexed To	Scheduled Maturity
Interest rate cap	May 24, 2021	\$200.0 million	n/a	1 month LIBOR	November 13, 2023
Interest rate swap	October 29, 2021	\$300.0 million	1.21%	1 month LIBOR	October 29, 2031 ⁽¹⁾

(1) Mandatory termination date of July 29, 2022.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

In conjunction with the issuance of ABS notes, the Company canceled the following interest rate swaps that were in place to hedge the impact of interest rate changes on fixed-rate debt issuances:

Derivative Instrument	Date Canceled	Notional Amount	Funds Received
Interest rate swap	January 25, 2021	\$150.0 million	\$0.3 million
Interest rate swap	January 27, 2021	\$150.0 million	\$0.3 million
Interest rate swap	February 19, 2021	\$150.0 million	\$2.4 million
Interest rate swap	February 19, 2021	\$150.0 million	\$2.4 million

On April 15, 2021, the Company canceled and simultaneously entered into an interest rate swap with a notional amount of \$93.8 million. The Company paid \$0.1 million for the cancellation of the existing contract. The new contract has a scheduled maturity date of April 20, 2024 and is indexed to 1 month LIBOR with a fixed leg interest rate of 0.25%.

In conjunction with the redemption of the institutional notes, the Company entered into and subsequently canceled the following interest rate swaps that were in place to hedge the impact of interest rate changes related to the make-whole premium payment during the notification period. The settlement of these swaps of \$0.9 million is presented in debt termination expense on the consolidated statement of operations and in payments under debt facilities and finance lease obligations within the financing section of the consolidated statement of cash flows.

Derivative Instrument	Date Canceled	Notional Amount	Funds Received (Paid)
Interest rate swap	June 25, 2021	\$72.5 million	\$— million
Interest rate swap	June 25, 2021	\$195.9 million	\$(0.9) million

As of December 31, 2021, the Company had interest rate swap and cap agreements in place to fix or limit the floating interest rates on a portion of the borrowings under its debt facilities summarized below:

Derivatives	Notional Amount	Weighted Average Fixed Leg (Pay) Interest Rate	Cap Rate	Weighted Average Remaining Term
Interest Rate Swap ⁽¹⁾	\$1,929.7 million	1.9%	n/a	5.1 years
Interest Rate Cap	\$400.0 million	n/a	5.5%	1.9 years

(1) The impact of forward starting swaps will increase total notional amount by \$350.0 million and increase the weighted average remaining term to 6.0 years.

Unrealized losses of \$24.7 million related to interest rate swap and cap agreements included in accumulated other comprehensive income (loss) are expected to be recognized in Interest and debt expense over the next twelve months.

The following table summarizes the impact of derivative instruments on the consolidated statements of operations and the consolidated statements of comprehensive income on a pretax basis (in thousands):

Financial statement caption		Year Ended December 31,		
		2021	2020	2019
Non-Designated Derivative Instruments				
Realized (gains) losses	Other (income) expense, net	\$ —	\$ (224)	\$ (2,237)
Realized (gains) losses	Debt termination expense	\$ 883	\$ —	\$ —
Unrealized (gains) losses	Other (income) expense, net	\$ —	\$ 286	\$ 3,107
Designated Derivative Instruments				
Realized (gains) losses	Interest and debt (income) expense	\$ 30,638	\$ 23,071	\$ (6,048)
Unrealized (gains) losses	Comprehensive (income) loss	\$ (59,185)	\$ 134,051	\$ 48,653

Fair Value of Derivative Instruments

The Company has elected to use the income approach to value its interest rate swap and cap agreements, using Level 2 market expectations at the measurement date and standard valuation techniques to convert future values to a single discounted present value. The Level 2 inputs for the interest rate swap and cap valuations are inputs other than quoted prices that are observable for the asset or liability (specifically LIBOR and swap rates and credit risk at commonly quoted intervals). In

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

response to the expected phase out of LIBOR, the Company continues to work with its counterparties to identify an alternative reference rate. Substantially all of the Company's debt agreements already include transition language, and the Company also adopted various practical expedients which will facilitate the transition.

The Company presents the fair value of derivative financial instruments on a gross basis as a separate line item on the consolidated balance sheet. As of December 31, 2021 and 2020, the Company has no material non-designated instruments.

Note 8—Leases

Lessee

The Company's leases are primarily for multiple office facilities which are contracted under various cancelable and non-cancelable operating leases, most of which provide extension or early termination options. The Company's lease agreements do not contain any residual value guarantees or material restrictive covenants.

The weighted average implicit rate was 3.50% and 4.04% for the years ended December 31, 2021 and 2020, respectively and the weighted average remaining lease term was 2.1 years and 2.6 years for the years ended December 31, 2021 and 2020, respectively.

The following table summarizes the impact of the Company's leases in its financial statements (in thousands):

Balance Sheet	Financial statement caption	December 31, 2021		December 31, 2020	
Right-of-use asset - operating	Other assets	\$	5,099	\$	5,062
Lease liability - operating	Accounts payable and other accrued expenses	\$	5,790	\$	6,088

Income Statement	Financial statement caption	Year Ended December 31, 2021		Year Ended December 31, 2020		Year Ended December 31, 2019	
Operating lease cost ⁽¹⁾	Administrative expenses	\$	3,183	\$	3,005	\$	3,012

(1) Includes short-term leases that are immaterial.

Cash paid for amounts of lease liabilities included in operating cash flows was \$3.3 million, \$3.1 million, and \$3.2 million for the years ended December 31, 2021, 2020, and 2019, respectively.

The following represents our future undiscounted cash flows related to lease liabilities for each of the next five years and thereafter as of December 31, 2021 (in thousands):

Years ending December 31,					
2022		\$			3,257
2023					2,132
2024					450
2025					134
2026					—
2027 and thereafter					—
Total undiscounted future cash flows related to lease payments		\$			5,973
Less: imputed interest					(183)
Total present value of lease liability		\$			5,790

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Lessor

Operating Leases

The following is the minimum future rental income as of December 31, 2021 under non-cancelable operating leases, assuming the minimum contractual lease term (in thousands):

Years ending December 31,

2022	\$	1,133,267
2023		948,074
2024		796,752
2025		663,274
2026		504,396
2027 and thereafter		1,581,217
Total	\$	5,626,980

As of December 31, 2021, the Company has deferred revenue balances related to leases with uneven payment terms. We expect to amortize these amounts into revenue as follows (in thousands):

Years ending December 31,

2022	\$	6,677
2023		9,432
2024		11,938
2025		11,611
2026		11,013
2027 and thereafter		41,527
Total	\$	92,198

Finance Leases

The following table summarizes the components of the net investment in finance leases (in thousands):

	December 31, 2021	December 31, 2020
Future minimum lease payment receivable ⁽¹⁾	\$ 2,122,165	\$ 355,755
Estimated residual receivable ⁽²⁾	205,994	53,892
Gross finance lease receivables ⁽³⁾	2,328,159	409,647
Unearned income ⁽⁴⁾	(769,869)	(127,516)
Net investment in finance leases ⁽⁵⁾	\$ 1,558,290	\$ 282,131

(1) There were no executory costs included in gross finance lease receivables as of December 31, 2021 and December 31, 2020.

(2) The Company's finance leases generally include a purchase option at nominal amounts that is reasonably certain to be exercised, and therefore, the Company has immaterial residual value risk for assets.

(3) The gross finance lease receivable is reduced as billed to customers and reclassified to accounts receivable until paid by customers.

(4) There were no unamortized initial direct costs as of December 31, 2021 and December 31, 2020.

(5) One major customer represented 91% and 75% of the Company's finance lease portfolio as of December 31, 2021 and 2020, respectively. No other customer represented more than 10% of the Company's finance lease portfolio in each of those years.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Maturities of the Company's gross finance lease receivables subsequent to December 31, 2021 are as follows (in thousands):

Years ending December 31,

2022	\$	202,217
2023		188,577
2024		185,251
2025		184,123
2026		181,847
2027 and thereafter		1,386,144
Total	\$	<u>2,328,159</u>

The Company's finance lease portfolio lessees are primarily comprised of the largest international shipping lines. In its estimate of expected credit losses, the Company evaluates the overall credit quality of its finance lease portfolio. The Company considers an account past due when a payment has not been received in accordance with the terms of the related lease agreement and maintains allowances, if necessary, for doubtful accounts. These allowances are based on, but not limited to, historical experience which includes stronger and weaker economic cycles, each lessee's payment history, management's current assessment of each lessee's financial condition, consideration of current economic conditions and reasonable market forecasts. As of December 31, 2021 and December 31, 2020 the Company does not have an allowance on its gross finance lease receivables and does not have any material past due balances.

Note 9—Share-Based Compensation

The Company's 2016 Equity Incentive Plan ("2016 Equity Plan") provides for the granting of service-based and performance-based restricted shares and units to executives, employees and directors. The maximum aggregate number of shares and units that may be issued under the 2016 Equity Plan is 5,000,000 common shares and units. Any awards issued under the 2016 Equity Plan that are forfeited by the participant, will become available for future grant under the 2016 Equity Plan.

The following table summarizes the Company's restricted share activity for the year ended December 31, 2021:

	<u>Number of Shares</u>	<u>Weighted Average Fair Value</u>
Non-vested balance at December 31, 2020	637,803	\$ 35.78
Shares/units granted ⁽¹⁾	206,792	51.70
Shares/units vested ⁽²⁾	(245,768)	49.32
Shares/units forfeited	(398)	51.27
Non-vested balance at December 31, 2021	<u>598,429</u>	<u>\$ 40.15</u>

(1) Additional shares and units may be granted based upon the satisfaction of certain performance criteria.

(2) Plan participants tendered 87,740 common shares to satisfy income tax withholding obligations. These shares were subsequently retired by the Company.

The share-based compensation expense for the years ended December 31, 2021, 2020 and 2019 included in administrative expenses on the consolidated statements of operations was \$9.4 million, \$9.9 million, and \$9.0 million, respectively. Share based compensation expense includes charges for performance-based shares and units that are deemed probable to vest.

As of December 31, 2021, the total unrecognized compensation expense related to non-vested restricted share awards and units was approximately \$9.2 million, which is expected to be recognized over the remaining weighted average vesting period of approximately 1.7 years.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Note 10—Other Equity Matters

Share Repurchase Program

The Company's Board of Directors authorized repurchases of shares up to a specified dollar amount as part of its repurchase program. Purchases under the repurchase program may be made in the open market or privately negotiated transactions, and may include transactions pursuant to a repurchase plan administered in accordance with Rules 10b5-1 and 10b-18 under the Securities Exchange Act of 1934, as amended. Purchases may be made from time to time at the Company's discretion and the timing and amount of any share repurchases will be determined based on share price, market conditions, legal requirements, and other factors. The repurchase program does not obligate the Company to acquire any particular amount of common shares, and the Company may suspend or discontinue the repurchase program at any time.

During the year ended December 31, 2021, the Company repurchased a total of 1,528,173 common shares at an average price per-share of \$55.95 for a total of \$85.5 million. As of December 31, 2021, \$146.9 million remains available under the share repurchase program.

Preferred Shares

The following table summarizes the Company's preferred share issuances (the "Series"):

Preferred Share Offering	Issuance	Liquidation Preference (in thousands)	# of Shares ⁽¹⁾	Underwriting Discounts (in thousands)
Series A 8.50% Cumulative Redeemable Perpetual Preference Shares ("Series A")	March 2019	\$ 86,250	3,450,000	\$ 2,717
Series B 8.00% Cumulative Redeemable Perpetual Preference Shares ("Series B")	June 2019	143,750	5,750,000	\$ 4,528
Series C 7.375% Cumulative Redeemable Perpetual Preference Shares ("Series C")	November 2019	175,000	7,000,000	\$ 5,513
Series D 6.875% Cumulative Redeemable Perpetual Preference Shares ("Series D")	January 2020	150,000	6,000,000	\$ 4,725
Series E 5.75% Cumulative Redeemable Perpetual Preference Shares ("Series E")	August 2021	175,000	7,000,000	\$ 5,513
		\$ 730,000	29,200,000	\$ 22,996

(1) Represents number of shares authorized, issued, and outstanding.

As a result of these offerings, the Company received \$707.0 million in aggregate net proceeds which were used for general corporate purposes, including the purchase of containers, the repurchase of outstanding common shares, the payment of dividends, and the repayment or repurchase of outstanding indebtedness.

Each Series of preferred shares may be redeemed at the Company's option, at any time after approximately five years from original issuance, in whole or in part at a redemption price, plus an amount equal to all accumulated and unpaid dividends, whether or not declared. The Company may also redeem each Series of preferred shares prior to the lapse of the five year period upon the occurrence of certain events as described in each agreement, such as transactions that either transfer ownership of substantially all assets to a single entity or establish a majority voting interest by a single entity, and cause a downgrade or withdrawal of rating by the rating agency within 60 days of the event. If the Company does not elect to redeem each Series upon the occurrence of the preceding events, holders of preferred shares may have the right to convert their preferred shares into common shares. Specifically for Series E only, the Company may redeem the Series E Preference Shares if an applicable rating agency changes the methodology or criteria that were employed in assigning equity credit to securities similar to the Series E Preference Shares when originally issued, which either (a) shortens the period of time during which equity credit pertaining to the Series E Preference Shares would have been in effect had the methodology not been changed or (b) reduces the amount of equity credit as compared with the amount of equity credit that the rating agency had assigned to the Series E Preference Shares when originally issued.

Holders of preferred shares generally have no voting rights. If the Company fails to pay dividends for six or more quarterly periods (whether or not consecutive), holders will be entitled to elect two additional directors to the Board of

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Directors and the size of the Board of Directors will be increased to accommodate such election. Such right to elect two directors will continue until such time as there are no accumulated and unpaid dividends in arrears.

Dividends

Dividends on shares of each Series are cumulative from the date of original issue and will be payable quarterly in arrears on the 15th day of March, June, September and December of each year, when, as and if declared by the Company's Board of Directors. Dividends will be payable equal to the stated rate per annum of the \$25.00 liquidation preference per share. The Series rank senior to the Company's common shares with respect to dividend rights and rights upon the Company's liquidation, dissolution or winding up, whether voluntary or involuntary.

The Company paid the following dividends during the years ended December 31, 2021, 2020, and 2019 on its issued and outstanding Series (in millions except for the per-share amounts):

Series	Year ended December 31,					
	2021		2020		2019	
	Per Share Payment	Aggregate Payment	Per Share Payment	Aggregate Payment	Per Share Payment	Aggregate Payment
A ⁽¹⁾	\$2.12	\$ 7.2	\$2.12	\$ 7.2	\$1.59	\$ 5.5
B	\$2.00	\$ 11.6	\$2.00	\$ 11.6	\$0.95	\$ 5.5
C ⁽¹⁾	\$1.84	\$ 12.8	\$1.84	\$ 12.8	\$0.19	\$ 1.3
D ⁽¹⁾	\$1.72	\$ 10.4	\$1.53	\$ 9.3	\$—	\$ —
E ⁽¹⁾	\$0.47	\$ 3.3	\$—	\$ —	\$—	\$ —
Total		\$ 45.3		\$ 40.9		\$ 12.3

(1) Per share payments rounded to the nearest whole cent.

As of December 31, 2021, the Company had cumulative unpaid preferred dividends of \$2.2 million.

Common Share Dividends

The Company paid the following dividends during the years ended December 31, 2021, 2020, 2019 on its issued common shares (in millions except for the per-share amounts):

Year Ended December 31,					
2021		2020		2019	
Per Share Payment	Aggregate Payment	Per Share Payment	Aggregate Payment	Per Share Payment	Aggregate Payment
\$2.36	\$ 157.3	\$2.13	\$ 146.5	\$2.08	\$ 153.9

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Accumulated Other Comprehensive Income

The following table summarizes the components of accumulated other comprehensive income (loss), net of tax, for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	Cash Flow Hedges	Foreign Currency Translation	Accumulated Other Comprehensive (Loss) Income
Balance at January 1, 2019	\$ 19,043	\$ (4,480)	\$ 14,563
Change in derivative instruments designated as cash flow hedges ⁽¹⁾	(42,532)	—	(42,532)
Reclassification of (gain) loss on derivative instruments designated as cash flow hedges ⁽¹⁾	(4,039)	—	(4,039)
Cumulative effect for the adoption of ASU 2017-12, net of income tax effect	432	—	432
Foreign currency translation adjustment	—	(57)	(57)
Balance at December 31, 2019	<u>\$ (27,096)</u>	<u>\$ (4,537)</u>	<u>\$ (31,633)</u>
Change in derivative instruments designated as cash flow hedges ⁽¹⁾	(123,357)	—	(123,357)
Reclassification of (gain) loss on derivative instruments designated as cash flow hedges ⁽¹⁾	21,927	—	21,927
Foreign currency translation adjustment	—	28	28
Balance at December 31, 2020	<u>\$ (128,526)</u>	<u>\$ (4,509)</u>	<u>\$ (133,035)</u>
Change in derivative instruments designated as cash flow hedges ⁽¹⁾	55,599	—	55,599
Reclassification of (gain) loss on derivative instruments designated as cash flow hedges ⁽¹⁾	28,722	—	28,722
Foreign currency translation adjustment	—	(105)	(105)
Balance at December 31, 2021	<u>\$ (44,205)</u>	<u>\$ (4,614)</u>	<u>\$ (48,819)</u>

(1) Refer to Note 7 - "Derivative Instruments" for reclassification impact on the Consolidated Statements of Operations.

Note 11—Segment and Geographic Information

Segment Information

The Company operates its business in one industry, intermodal transportation equipment, and has two operating segments which also represent its reporting segments:

- Equipment leasing - the Company owns, leases and ultimately disposes of containers and chassis from its lease fleet.
- Equipment trading - the Company purchases containers from shipping line customers, and other sellers of containers, and resells these containers to container retailers and users of containers for storage or one-way shipment. Included in the equipment trading segment revenues are leasing revenues from equipment purchased for resale that is currently on lease until the containers are dropped off.

These operating segments were determined based on the chief operating decision maker's review and resource allocation of the products and services offered.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following tables summarizes our segment information and the consolidated totals reported (in thousands):

<u>As of and for the Year Ended December 31, 2021</u>	Equipment Leasing	Equipment Trading	Totals
Total leasing revenues	\$ 1,519,434	\$ 14,446	\$ 1,533,880
Trading margin	—	34,099	34,099
Net gain on sale of leasing equipment	107,060	—	107,060
Depreciation and amortization expense	625,519	721	626,240
Interest and debt expense	220,292	1,732	222,024
Segment income (loss) before income taxes⁽¹⁾	673,477	40,973	714,450
Equipment held for sale	16,936	31,810	48,746
Goodwill	220,864	15,801	236,665
Total assets	12,543,270	100,568	12,643,838
Purchases of leasing equipment and investments in finance leases ⁽²⁾	\$ 3,434,394	\$ —	\$ 3,434,394
<u>As of and for the Year Ended December 31, 2020</u>	Equipment Leasing	Equipment Trading	Totals
Total leasing revenues	\$ 1,300,346	\$ 7,561	\$ 1,307,907
Trading margin	—	14,799	14,799
Net gain on sale of leasing equipment	37,773	—	37,773
Depreciation and amortization expense	541,406	722	542,128
Interest and debt expense	251,145	1,834	252,979
Segment income (loss) before income taxes⁽¹⁾⁽³⁾	375,957	17,082	393,039
Equipment held for sale	43,275	24,036	67,311
Goodwill	220,864	15,801	236,665
Total assets	9,612,251	100,282	9,712,533
Purchases of leasing equipment and investments in finance leases ⁽²⁾	\$ 744,129	\$ —	\$ 744,129
<u>As of and for the Year Ended December 31, 2019</u>	Equipment Leasing	Equipment Trading	Totals
Total leasing revenues	\$ 1,344,733	\$ 2,536	\$ 1,347,269
Trading margin	—	14,508	14,508
Net gain on sale of leasing equipment	27,041	—	27,041
Depreciation and amortization expense	535,427	704	536,131
Interest and debt expense	314,805	1,365	316,170
Segment income (loss) before income taxes⁽¹⁾	374,418	12,062	386,480
Equipment held for sale	89,755	24,749	114,504
Goodwill	220,864	15,801	236,665
Total assets	9,596,263	46,370	9,642,633
Purchases of leasing equipment and investments in finance leases ⁽²⁾	\$ 240,170	\$ —	\$ 240,170

(1) Segment income before income taxes excludes unrealized gains or losses on derivative instruments and debt termination expense. The Company recorded debt termination expense of \$133.9 million, \$24.7 million, and \$2.5 million for the years ended December 31, 2021, 2020, and 2019, respectively and unrealized losses of nil, \$0.3 million, and \$3.1 million for the years ended December 31, 2021, 2020, and 2019, respectively.

(2) Represents cash disbursements for purchases of leasing equipment and investments in finance lease as reflected in the consolidated statements of cash flows for the periods indicated, but excludes cash flows associated with the purchase of equipment held for resale.

There are no intercompany revenues or expenses between segments. Certain administrative expenses have been allocated between segments based on an estimate of services provided to each segment. A portion of the Company's equipment purchased for resale in the equipment trading segment may be leased for a period of time and is reflected as leasing equipment as opposed to equipment held for sale and the cash flows associated with these transactions are reflected as purchases of leasing equipment and proceeds from the sale of equipment in investing activities in the Company's consolidated statements of cash flows.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Geographic Segment Information

The Company generates the majority of its leasing revenues from international containers which are deployed by its customers in a wide variety of global trade routes. The majority of the Company's leasing related revenue is denominated in U.S. dollars.

The following table summarizes the geographic allocation of equipment leasing revenues for the years ended December 31, 2021, 2020, and 2019 based on customers' primary domicile (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Total equipment leasing revenues:			
Asia	\$ 556,837	\$ 471,820	\$ 534,529
Europe	807,735	685,906	654,683
Americas	118,430	105,643	118,259
Bermuda	2,424	1,820	2,182
Other International	48,454	42,718	37,616
Total	<u>\$ 1,533,880</u>	<u>\$ 1,307,907</u>	<u>\$ 1,347,269</u>

Since the majority of the Company's containers are used internationally, where no one container is domiciled in one particular place for a prolonged period of time, all of the Company's long-lived assets are considered to be international.

The following table summarizes the geographic allocation of equipment trading revenues for the years ended December 31, 2021, 2020 and 2019 based on the location of the sale (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Total equipment trading revenues:			
Asia	\$ 64,588	\$ 22,748	\$ 13,752
Europe	22,167	22,031	27,637
Americas	47,644	30,681	31,943
Bermuda	—	—	—
Other International	8,570	10,320	10,661
Total	<u>\$ 142,969</u>	<u>\$ 85,780</u>	<u>\$ 83,993</u>

Note 12—Income Taxes

The Company is a Bermuda exempted company. Bermuda does not impose a corporate income tax. The Company is subject to taxation in certain foreign jurisdictions on a portion of its income attributable to such jurisdictions. The two main subsidiaries of Triton are TCIL and TAL. TCIL is a Bermuda exempted company and therefore no income tax is imposed. However, a portion of TCIL's income is subject to taxation in the U.S. TAL is a U.S. company and therefore is subject to taxation in the U.S.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table sets forth the total income taxes for the periods indicated (in thousands):

	December 31, 2021	December 31, 2020	December 31, 2019
Current taxes:			
Bermuda	\$ —	\$ —	\$ —
U.S.	6,528	2,518	(637)
Foreign	230	60	1,166
	\$ 6,758	\$ 2,578	\$ 529
Deferred taxes:			
Bermuda	\$ —	\$ —	\$ —
U.S.	43,604	35,628	26,843
Foreign	(5)	34	179
	43,599	35,662	27,022
Total income taxes	\$ 50,357	\$ 38,240	\$ 27,551

The following table sets forth the components of income (loss) before income taxes (in thousands):

	December 31, 2021	December 31, 2020	December 31, 2019
Bermuda sources	\$ 346,023	\$ 200,453	\$ 241,985
U.S. sources	233,518	166,031	135,758
Foreign sources	1,056	1,535	3,087
Income (loss) before income taxes	\$ 580,597	\$ 368,019	\$ 380,830

The following table sets forth the difference between the Bermuda statutory income tax rate and the effective tax rate on the consolidated statements of operations for the periods indicated below:

	December 31, 2021	December 31, 2020	December 31, 2019
Bermuda tax rate	— %	— %	— %
Change in enacted tax act	— %	0.65 %	— %
U.S. income taxed at other than the statutory rate	8.75 %	9.80 %	7.85 %
Effect of uncertain tax positions	(0.09)%	(0.12)%	0.17 %
Foreign income taxed at other than the statutory rate	0.11 %	0.14 %	0.14 %
Effect of permanent differences	0.21 %	0.19 %	0.12 %
Other discrete items	(0.31)%	(0.27)%	(1.05)%
Effective income tax rate	8.67 %	10.39 %	7.23 %

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table sets forth the components of deferred income tax assets and liabilities (in thousands):

	December 31, 2021	December 31, 2020
Deferred income tax assets:		
Net operating loss carryforwards	\$ 1,237	\$ 22,924
Allowance for losses	13	257
Derivative instruments	4,810	11,268
Deferred income	366	382
Accrued liabilities and other payables	5,138	5,713
Total gross deferred tax assets	11,564	40,544
Less: Valuation allowance	(200)	—
Net deferred tax assets	\$ 11,364	\$ 40,544
Deferred income tax liabilities:		
Accelerated depreciation	\$ 333,610	\$ 331,954
Goodwill and other intangible amortization	3,879	3,841
Derivative instruments	121	—
Deferred income	2,613	6,244
Deferred partnership income (loss)	47,150	25,856
Other	—	80
Total gross deferred tax liability	387,373	367,975
Net deferred income tax liability	\$ 376,009	\$ 327,431

The Company has no net operating loss carryforwards for U.S. federal income tax purposes at year end December 31, 2021. At December 31, 2021, the Company had deferred tax assets from U.S. state net operating loss carryforwards of \$1.2 million that expire at various times beginning in 2022. The Company recorded a valuation allowance of \$0.2 million at December 31, 2021 related to U.S. state net operating losses, as it is more likely than not that Triton will be unable to utilize these losses. The Company did not record a valuation allowance at December 31, 2020.

In assessing the potential future realization of deferred tax assets, management considers whether it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. The Company considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods during which the deferred tax assets are deductible, the Company believes it is more-likely-than-not that the Company will realize the benefits of these deductible differences at December 31, 2021.

Certain income taxes on unremitted earnings have not been reflected on the consolidated financial statements because such earnings are intended to be permanently reinvested in those jurisdictions. Such earnings and related income taxes are estimated to be approximately \$79.9 million and \$23.6 million, respectively, at December 31, 2021.

The Tax Cuts and Jobs Act includes a tax on "global intangible low-taxed income" ("GILTI"), which taxes U.S. shareholders on certain income earned by foreign subsidiaries. The Company has made an accounting policy election to account for the tax effects of the GILTI tax in the income tax provision in future periods as the tax arises.

The Company files income tax returns in several jurisdictions including the U.S. and certain U.S. states.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table sets forth the unrecognized tax benefit amounts (in thousands):

	December 31, 2021	December 31, 2020
Beginning balance at January 1	\$ 650	\$ 958
Increase (decrease) related to tax positions	—	—
Lapse of statute of limitations	(337)	(318)
Foreign exchange adjustment	14	10
Ending balance at December 31	<u>\$ 327</u>	<u>\$ 650</u>

It is reasonably possible that the total amount of unrecognized tax benefits as of December 31, 2021 will decrease by \$0.2 million within the next twelve months due to statute of limitations lapses. This reduction will impact income tax expense when recognized. The tax years 2018 through 2021 remain subject to examination by major tax jurisdictions.

The Company accrues interest and penalties related to income taxes in the provision for income taxes.

The following table summarizes interest and penalty expense (in thousands):

	December 31, 2021	December 31, 2020	December 31, 2019
Interest expense (benefit)	\$ (78)	\$ (51)	\$ 193
Penalty expense (benefit)	\$ (97)	\$ (93)	\$ (115)

The following table summarizes the components of income taxes payable included in Accounts payable and other accrued expenses on the consolidated balance sheets (in thousands):

	December 31, 2021	December 31, 2020
Corporate income taxes payable	\$ 108	\$ 323
Unrecognized tax benefits	327	650
Interest accrued	86	164
Penalties	98	194
Income taxes payable	<u>\$ 619</u>	<u>\$ 1,331</u>

Note 13—Other Postemployment Benefits

The Company's U.S. employees participate in a defined contribution plan. Under the provisions of the plan, an employee is fully vested with respect to Company contributions after four years of service. The Company matches employee contributions of 100% up to a maximum of \$6,000 of qualified compensation and may, at its discretion, make voluntary contributions. The Company's contributions were \$0.7 million for each of the years ended December 31, 2021, 2020, and 2019, respectively.

Note 14—Commitments and Contingencies

Container Equipment Purchase Commitments

As of December 31, 2021, the Company had commitments to purchase equipment in the amount of \$156.5 million payable in 2022.

Contingencies

The Company is party to various pending or threatened legal or regulatory proceedings arising in the ordinary course of its business. Based upon information presently available, the Company does not expect any liabilities arising from these matters to have a material effect on the consolidated financial position, results of operations or cash flows of the Company.

TRITON INTERNATIONAL LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Note 15—Related Party Transactions

The Company holds a 50% interest in TriStar Container Services (Asia) Private Limited ("TriStar"), which is primarily engaged in the selling and leasing of container equipment in the domestic and short sea markets in India. The Company's equity investment in TriStar is included in Other assets on the consolidated balance sheet. The Company received payments on finance leases with TriStar of \$2.0 million for both years ended December 31, 2021 and 2020. The Company has a direct finance lease balance with TriStar of \$8.9 million and \$10.3 million for the years ended December 31, 2021 and December 31, 2020.

Note 16—Subsequent Events

On January 19, 2022, the Company completed a \$600.0 million corporate note offering. The corporate notes have a contractual interest rate of 3.25% with an expected maturity date of March 15, 2032. In conjunction with this, we terminated \$300.0 million notional value of interest rate swaps and received a cash settlement of \$12.1 million.

On February 9, 2022, the Company's Board of Directors approved and declared a \$0.65 per share quarterly cash dividend on its issued and outstanding common shares, payable on March 25, 2022 to shareholders of record at the close of business on March 11, 2022.

On February 9, 2022, the Company's Board of Directors also approved and declared a cash dividend on its issued and outstanding preferred shares, payable on March 15, 2022 to holders of record as the close of business on March 8, 2022 as follows:

Preferred Share Offering	Dividend Rate	Dividend Per Share
Series A	8.500%	\$0.5312500
Series B	8.000%	\$0.5000000
Series C	7.375%	\$0.4609375
Series D	6.875%	\$0.4296875
Series E	5.750%	\$0.3593750

SCHEDULE I - CONDENSED FINANCIAL INFORMATION OF REGISTRANT

TRITON INTERNATIONAL LIMITED

**Parent Company Condensed Balance Sheets
(In thousands, except share data)**

	December 31, 2021	December 31, 2020
ASSETS:		
Cash and cash equivalents	\$ 13	\$ 1
Investment in subsidiaries	3,071,654	2,569,703
Other assets	35	46
Total assets	\$ 3,071,702	\$ 2,569,750
LIABILITIES AND SHAREHOLDERS' EQUITY:		
Accounts payable and other accrued expenses	\$ 5,936	\$ 2,822
Payables with affiliates, net	1,054	980
Total liabilities	6,990	3,802
Shareholders' equity		
Preferred shares, \$0.01 par value, at liquidation preference	730,000	555,000
Common shares, \$0.01 par value, 270,000,000 shares authorized, 81,295,366 and 81,151,723 shares issued, respectively	813	812
Undesignated shares, \$0.01 par value, 800,000 and 7,800,000 shares authorized, respectively, no shares issued and outstanding	—	—
Treasury shares, at cost, 15,429,499 and 13,901,326 shares, respectively	(522,360)	(436,822)
Additional paid-in capital	904,224	905,323
Accumulated earnings	2,000,854	1,674,670
Accumulated other comprehensive income	(48,819)	(133,035)
Total shareholders' equity	3,064,712	2,565,948
Total liabilities and shareholders' equity	\$ 3,071,702	\$ 2,569,750

TRITON INTERNATIONAL LIMITED

Parent Company Condensed Statements of Operations
(In thousands)

	Year Ended December 31,		
	2021	2020	2019
Revenues:			
Revenues	\$ —	\$ —	\$ —
Total revenues	<u>—</u>	<u>—</u>	<u>—</u>
Operating expenses:			
Administrative expenses	8,061	7,298	5,865
Operating income (loss)	<u>(8,061)</u>	<u>(7,298)</u>	<u>(5,865)</u>
Other income (expenses):			
Interest and debt expense	—	—	(956)
Net income from subsidiaries	<u>538,301</u>	<u>337,077</u>	<u>359,508</u>
Total other income (expenses)	<u>538,301</u>	<u>337,077</u>	<u>358,552</u>
Income (loss) before income taxes	<u>530,240</u>	<u>329,779</u>	<u>352,687</u>
Income tax expense (benefit)	<u>—</u>	<u>—</u>	<u>—</u>
Net income (loss)	<u>\$ 530,240</u>	<u>\$ 329,779</u>	<u>\$ 352,687</u>

TRITON INTERNATIONAL LIMITED

Parent Company Condensed Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	2021	2020	2019
Cash flows from operating activities:			
Net income (loss)	\$ 530,240	\$ 329,779	\$ 352,687
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Net (income) loss from subsidiaries	(538,301)	(337,077)	(359,508)
Dividends received from subsidiaries	293,866	352,903	338,569
Share-based compensation expense	1,268	1,177	1,403
Changes in operating assets and liabilities:			
Other	(1,236)	(589)	(3,696)
Net cash provided by (used in) operating activities	285,837	346,193	329,455
Cash flows from investing activities:			
Investment in subsidiary	(169,488)	(145,157)	(291,997)
Net cash provided by (used in) investing activities	(169,488)	(145,157)	(291,997)
Cash flows from financing activities:			
Issuance of preferred shares, net of underwriting discount	169,488	145,275	392,242
Purchases of treasury shares	(82,528)	(158,312)	(222,236)
Loan with affiliate	—	—	(40,000)
Dividends paid on preferred shares	(45,321)	(40,933)	(12,323)
Dividends paid on common shares	(157,312)	(146,476)	(153,861)
Other	(664)	(590)	(1,281)
Net cash provided by (used in) financing activities	(116,337)	(201,036)	(37,459)
Net increase (decrease) in cash and cash equivalents	\$ 12	\$ —	\$ (1)
Cash, cash equivalents and restricted cash, beginning of period	1	1	2
Cash, cash equivalents and restricted cash, end of period	\$ 13	\$ 1	\$ 1

SCHEDULE II

TRITON INTERNATIONAL LIMITED
Valuation and Qualifying Accounts
(In thousands)

	For the year ended December 31,		
	2021	2020	2019
Accounts Receivable-Allowance for doubtful accounts:			
Beginning Balance	\$ 2,192	\$ 1,276	\$ 1,240
Additions / (Reversals)	(910)	1,082	114
Write-offs	(104)	(166)	(78)
Ending Balance	<u>\$ 1,178</u>	<u>\$ 2,192</u>	<u>\$ 1,276</u>

Execution Version

AMENDMENT NO. 1 TO INDENTURE

THIS AMENDMENT NO. 1, dated as of December 20, 2021 (the “Amendment”), is made to amend the Indenture, dated as of September 21, 2020 (as previously amended, the “Indenture”), between TRITON CONTAINER FINANCE VIII LLC, a limited liability company organized under the laws of the State of Delaware, as issuer (the “Issuer”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Indenture Trustee (the “Indenture Trustee”).

WITNESSETH:

WHEREAS, the Issuer and the Indenture Trustee have previously entered into the Indenture; and

WHEREAS, pursuant to Section 1001(a) of the Indenture, the parties desire to amend certain provisions of the Indenture, as further set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2. Amendment to the Indenture. Pursuant to the terms of the Indenture, the Indenture is hereby amended, effective as of the Effective Date (as defined in Section 4 hereof), in accordance with the copy of the Indenture attached hereto as Exhibit A, wherein all deletions from the Indenture are indicated in ~~striketrough format~~ and all additions to the Indenture are indicated in double underlined format.

Section 3. Representations and Warranties. (a) Each of the parties hereto hereby confirms that each of the representations and warranties set forth in the Indenture made by such party are true and correct as of the date first written above with the same effect as though each had been made by such party as of such date, except to the extent that any of such representations and warranties expressly relate to earlier dates.

(b) The Issuer hereby confirms that each of the conditions precedent to the amendment to the Indenture have been, or contemporaneously with the execution of this Amendment will be, satisfied.

Section 4. Effectiveness of Amendment.

(a) The Amendment shall become effective on the date (such date, the “Effective Date”) on which all of the following events or conditions shall have occurred or been satisfied:

(i) this Amendment has been executed and delivered by the Issuer and the Indenture Trustee;

(ii) the Rating Agencies shall have been notified in writing of this Amendment; and

(iii) the Indenture Trustee shall have received an Officer's Certificate and Opinion of Counsel, each in form and substance reasonably satisfactory to the Indenture Trustee, as to the permissibility of this Amendment under the Indenture.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) On and after the execution and delivery hereof, (i) this Amendment shall become a part of the Indenture and (ii) each reference in the Indenture to "this Indenture", or "hereof", "hereunder" or words of like import, and each reference in any other document to the Indenture shall mean and be a reference to such Indenture, as amended or modified hereby.

(d) Except as expressly amended or modified hereby, the Indenture shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

Section 5. Execution in Counterparts, Effectiveness. This Amendment may be executed by the parties hereto in separate counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Each party agrees that this Amendment may be electronically signed, and that any electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Section 6. Governing Law THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW BUT WITHOUT REFERENCE TO NEW YORK'S CONFLICTS OF LAW PRINCIPLES), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

TRITON CONTAINER FINANCE VIII LLC

By: Triton Container International Limited, its
manager

By: /s/ Michael S. Pearl
Name: Michael S. Pearl
Title: Vice President and Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Indenture Trustee

By: /s/ Robert J. Perkins
Name: Robert J. Perkins
Title: Vice President

Exhibit A

Amendments to Indenture

[Attached]

TRITON CONTAINER FINANCE VIII LLC
as Issuer

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
Indenture Trustee

INDENTURE

Dated as of September 21,
2020

Person strictly in accordance with the applicable payment priorities set forth in this Indenture or the applicable Supplement.

(b) Notwithstanding anything contained in this Indenture to the contrary, the Issuer expressly agrees that it shall remain liable under each of its Contracts and Leases to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or Lease, as the case may be.

(c) The Indenture Trustee hereby acknowledges the appointment by the Issuer of the Manager to service and administer the Managed Containers and related Leases in accordance with the provisions of the Management Agreement and the Intercreditor Collateral Agreement. So long as the Management Agreement shall not have been terminated in accordance with its terms, the Indenture Trustee hereby agrees to provide the Manager with such documentation, and to take all such actions with respect to the Managed Containers and related Leases as the Manager may reasonably request in accordance with the express provisions of the Management Agreement and the Intercreditor Collateral Agreement; provided, however, that the Indenture Trustee shall be entitled to receive from the Manager reasonable compensation and cost reimbursement for any such action. Until such time as the Management Agreement has been terminated in accordance with its terms, the Manager, on behalf of the Issuer, shall continue to collect all Accounts and payments on the Leases of the Managed Containers in accordance with the provisions of the Management Agreement and the Intercreditor Collateral Agreement and deposit such amounts into each applicable Series Account in accordance with the provisions of the Management Agreement and the Intercreditor Collateral Agreement. Any Proceeds received directly by the Issuer in payment of any Account or Leases with respect to, or in payment for or in respect of, any of the Managed Containers or on account of any of the Contracts to which the Issuer is a party shall be deposited by the Issuer in the applicable Series Account in accordance with the provisions of the Management Agreement and the Intercreditor Collateral Agreement, and until so deposited shall continue to be collateral security for all of the obligations secured by this Indenture and shall not constitute payment thereof until applied as hereinafter provided. If (i) a Series-Specific Event of Default has occurred or (ii) any Sale of Collateral pursuant to Section 816 hereof shall have occurred, the Issuer shall at the request of the Indenture Trustee, acting with the consent of or at the direction of the Control Party for the applicable Series, to the extent practicable, deliver to the Indenture Trustee (or such other Person as the Indenture Trustee may direct) originals (or, to the extent originals cannot be delivered, copies) of all Leases and other documents evidencing, and relating to, the sale, lease and delivery of the Managed Containers in the applicable Series-Specific Container Pool and the Issuer shall, to the extent practicable, deliver originals (or, to the extent originals cannot be delivered, copies) of all other documents evidencing and relating to, the performance of any labor, maintenance, remarketing or other service which created any Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(d) The Indenture Trustee is hereby authorized ~~to enter into the Supplemental Collateral Agreement and~~ to become a party to any control agreement with respect to any Collection Account.

with respect to any matter relating to the receipt, custody or distribution of funds or securities actually received by the Indenture Trustee in accordance with the Transaction Documents (collectively, “Fund Control Matters”), negligence .

(d) ~~Subject to the restrictions set forth in Section 3.4(e) of the Intercreditor Collateral Agreement, the~~ The Issuer also authorizes (but does not obligate) the Indenture Trustee to (i) so long as a Manager Termination Notice has been delivered in accordance with the terms of the Management Agreement, communicate in its own name, or to direct any other Person, including the Manager or a replacement Manager, to communicate with any party to any Contract or Lease relating to a Managed Container and (ii) so long as a Series-Specific Event of Default is continuing and a Manager Termination Notice has been delivered in accordance with the terms of the Management Agreement, execute in connection with the sale of Collateral provided for in Article VIII hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral. ~~Notwithstanding anything to the contrary in this Indenture, the parties hereto agree that: (i) for the purposes of Section 3.3(a) of the Intercreditor Collateral Agreement, an “Event of Default” under this Indenture shall mean a Series Specific Manager Default; and (ii) Section 3.3(b) of the Intercreditor Collateral Agreement shall not apply to the Manager with respect to this Indenture or the Management Agreement.~~

(e) If the Issuer fails to perform or comply with any of its agreements contained herein and a Responsible Officer of the Indenture Trustee shall receive notice of such failure, the Indenture Trustee, with the consent of an applicable Control Party or the Requisite Global Majority, as applicable, shall cause performance or compliance, or acting at the direction of an applicable Control Party or the Requisite Global Majority shall perform or comply, with such agreement; *provided, however*, that the Indenture Trustee shall have no obligation to so perform or comply if it has reasonable grounds to believe that payment of its expenses and interest thereon (as set forth in the following sentence) is not reasonably assured. The reasonable and documented expenses, including reasonable and documented attorneys’ fees and expenses, of the Indenture Trustee incurred in connection with such performance or compliance, shall be payable by the Issuer to the Indenture Trustee on demand and shall constitute additional Outstanding Obligations secured hereby and shall be paid in accordance with the provisions of the Supplements or Section 806 hereof.

Section 404 Administration of Collateral. (a) The Indenture Trustee shall as promptly as practicable notify the Noteholders of the applicable Series and the Transition Agent of any Manager Default of which a Responsible Officer has actual knowledge. The Indenture Trustee, at the written direction of the Control Party for such Series , shall deliver to the Manager (with a copy to the Transition Agent and each Rating Agency) a Manager Termination Notice terminating the Manager of its responsibilities with respect to such Series in accordance with the terms of the Management ~~Agreement, subject to the provisions in Section 3.4(e) of the Intercreditor Collateral~~ Agreement. In addition, upon the occurrence of a Back-up Manager Event, the Transition Agent (acting at the written direction of the Requisite Global Majority) shall solicit bids for a Back-up Manager pursuant to Section 3.11 of the Management Agreement. If a Back-up Manager shall not have assumed the duties of the Manager as a replacement Manager pursuant to a Back-up Management Agreement, or the Control Party for the applicable Series is unable to locate and qualify a replacement Manager acceptable to such Control Party, in either case within sixty (60) days after the date of delivery of the Manager Termination Notice,

Section 613 Use of Proceeds. The Issuer shall not permit any proceeds of the Notes to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of “purchasing or carrying any margin stock” within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time.

Section 614 UNIDROIT Convention. The Issuer shall comply with the terms and provisions of the UNIDROIT Convention or any other internationally recognized system for recording interests in or liens against shipping containers at the time that such convention or other system is adopted.

Section 615 Other Information. For so long as any of the Notes are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act and the Issuer is not subject to Section 13 or 15(d) of the Exchange Act, the Issuer will, provide or cause to be provided to any Noteholder and any prospective purchaser thereof designated by such a Noteholder, upon the request of such Noteholder or prospective purchaser, the information required to be provided to such Noteholder or prospective purchaser by Rule 144A(d)(4) under the Securities Act.

Section 616 Amendment of Intercreditor Collateral Agreement. The Issuer shall not consent to any amendment, modification or revision to the Intercreditor Collateral Agreement except for any amendment or supplement thereto or amendment and restatement thereof needed to ~~(i) designate an additional “Managed Equipment Owner” or “Managed Equipment LenderTriton Entity” and/or “Triton Secured Creditor”, as each such term is defined in the Intercreditor Collateral Agreement, or (ii) modify or eliminate the pooling methodology contained in the Intercreditor Collateral Agreement~~ unless (x) the Issuer delivers an opinion of counsel or an Officer’s Certificate to the Indenture Trustee to the effect that such amendment, modification or waiver will not materially and adversely affect the interest of any Noteholder or (y) the Rating Agency Condition shall have been satisfied with respect to such amendment.

Section 617 Sanctions. The Issuer shall not (i) in a manner which would violate any Sanction, lease, or consent to any sublease of, any of the Managed Containers to any Person that is a Sanctioned Person or (ii) derive any of its assets or operating income from investments in or transactions with any such Sanctioned Person. If the Issuer obtains knowledge that a Container is subleased to a Sanctioned Person or located or used in a Sanctioned Country in a manner which would violate any Sanction, then the Issuer shall, as soon as reasonably practicable after obtaining knowledge thereof, remove such Managed Container from the Asset Base for so long as such condition continues.

Section 618 Tax Election of the Issuer. The Issuer will not elect or agree to elect to be treated as an association taxable as a corporation for United States federal income tax or any State income or franchise tax purposes.

Section 619 Noteholder Tax Identification Information. Each holder of a Note or an interest therein, by acceptance of such Note or such interest in such Note, will be deemed to have agreed to provide the Issuer and the Indenture Trustee with such Noteholder Tax Identification Information as requested from time to time by the Issuer or the Indenture Trustee. Each holder of a Note or an interest therein will be deemed to understand that each of the Issuer and the

(C) all unpaid Indenture Trustee Fees, indemnified amounts and sums paid or advanced by the Indenture Trustee hereunder or by the Manager and the reasonable and documented compensation, out-of-pocket expenses, indemnities, disbursements and advances of the Indenture Trustee, its agents and counsel incurred in connection with the enforcement of this Indenture, in each case allocable to such Series; and

(ii) all Events of Default for such Series, other than the nonpayment of the principal of or interest on Notes which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 813 hereof.

No such rescission with respect to any Series-Specific Event of Default shall affect any subsequent Series-Specific Event of Default or impair any right consequent thereon.

Section 803 Collection of Indebtedness. The Issuer covenants that, if an Event of Default occurs and is continuing and a declaration of acceleration has been made under Section 802 and not rescinded, the Issuer will, upon demand of the Indenture Trustee (acting at the written direction of the applicable Noteholders), pay to the Indenture Trustee, for the benefit of the Noteholders of the affected Series, an amount equal to the whole amount then due and payable on such Notes of such Series that have been accelerated for principal and interest, with interest upon the overdue principal and, to the extent that payment of such interest shall be legally enforceable, upon overdue installments of interest, at the applicable interest rate payable with respect to each such Note and, in addition thereto, such further amount as shall be sufficient to cover all other outstanding obligations owing to such accelerated Series of Notes, the costs and out-of-pocket expenses of collection, including the reasonable and documented compensation, expenses, indemnities, disbursements and advances of the Indenture Trustee, the applicable Control Party, their respective agents and counsel incurred in connection with the enforcement of this Indenture.

Section 804 Remedies. (a) If a Series-Specific Event of Default occurs and is continuing, the Indenture Trustee, by such officer or agent as it may appoint, shall notify each applicable Noteholder, the Transition Agent and the applicable Rating Agencies, if any, of such Series-Specific Event of Default. So long as an Event of Default is continuing or at any time after a declaration of acceleration has been made, the Indenture Trustee shall if instructed by the applicable Control Party:

(i) institute any Proceedings, in its own name and as trustee of an express trust, for the collection of all amounts then due and payable on the Notes of the applicable Series under this Indenture or the related Supplement with respect thereto, whether by declaration or otherwise, enforce any judgment obtained, and collect from the related Series-Specific Collateral and any other assets of the Issuer related thereto any monies adjudged due;

(ii) subject to the quiet enjoyment rights of any lessee of a Managed Container in the related Series-Specific Container Pool ~~and the restrictions set forth in Section 3 of the Intercreditor Collateral Agreement~~, sell (including any sale made in accordance with Section 816 hereof), hold or lease the related Series-Specific Collateral

or any portion thereof or rights or interest therein, at one or more public or private transactions conducted in any manner permitted by law;

(iii) institute any Proceedings from time to time for the foreclosure of the Lien created by this Indenture with respect to Shared Collateral allocable to the related Series or by a Supplement with respect to the related Series-Specific Collateral;

(iv) institute such other appropriate Proceedings to protect and enforce any other rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy;

(v) exercise any remedies of a secured party under the Uniform Commercial Code or any applicable law and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee or the Noteholders hereunder; and

(vi) appoint a receiver or a manager over the Issuer or its assets.

(c) For the avoidance of doubt, the Issuer or the Indenture Trustee may only sell all of the Containers and related leases in a Series-Specific Container Pool if the Control Party for such Series shall consent to such sale. ~~Any such sale of Managed Containers must comply with the terms of, and be subject to terms of, the Intercreditor Collateral Agreement that limit the sale of on-lease Managed Containers that are then included in the Short Term Fleet or the Long Term Pooled Fleet.~~

Section 805 Indenture Trustee May Enforce Claims Without Possession of Notes.

(a) In all Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all of the applicable Noteholders, and it shall not be necessary to make any Noteholder a party to any such Proceedings.

(b) All rights of action and claims under this Indenture, the related Supplement or any of the Notes may be prosecuted and enforced by the Indenture Trustee without the possession of such Notes or the production thereof in any Proceeding relating thereto, and any such Proceeding instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery whether by judgment, settlement or otherwise shall, after provision for the payment of the reasonable compensation, expenses, and disbursements incurred and advances made, by the Indenture Trustee, its agents and counsel, be for the ratable benefit of the Noteholders, subject to the subordination of payments among Classes of a particular Series as set forth in the related Supplement for such Series.

Section 806 Allocation of Money Collected. If the Notes of any Series have been declared due and payable following an Event of Default and such declaration and its consequences have not been rescinded or annulled, any money collected by the Indenture Trustee pursuant to this Article or otherwise and any other monies that may be held or thereafter received

Collateral: This term shall have the meaning set forth in the Granting Clause of the Indenture.

Collection Account. This term shall have the meaning set forth in the Intercreditor Collateral Agreement.

Collection Period: For each Payment Date, the period from and including the first day of the calendar month immediately preceding the calendar month in which such Payment Date occurs through and including the last day of such calendar month.

Collections: With respect to any Collection Period, all payments (including any cash proceeds) actually received by the Issuer, or by the Manager on behalf of the Issuer, with respect to the Containers and the other items of Collateral, ~~including, without limitation, the excess of (i) the Combined Fleet Interest of the Issuer for such Collection Period, over (ii) the Issuer's share of the Combined Fleet Expense for such Collection Period, as each such amount is determined and paid to the Issuer in accordance with the terms of the Intercreditor Collateral Agreement.~~

~~**Combined Fleet:** This term shall mean collectively the Short Term Fleet and the Long Term Fleet.~~

~~**Combined Fleet Expense:** This term shall mean the total of all expenses related to the operation of the Combined Fleet, other than those relating to Capital Improvements or those which are paid for by lessees under Leases, including, without limitation, expenses of licensing, maintenance (including preventive maintenance and repairs), insurance, inspection, interchange, handling, storage, drayage, agents' fees, collection of rentals, and uninsured claims for personal injury, property damage or damage to Revenue Generating Equipment.~~

~~**Combined Fleet Interest:** This term shall mean, with respect to the Issuer and each other Combined Fleet Participant, the sum of the Short Term Fleet Interest and the Long Term Fleet Interest of the Issuer or such Combined Fleet Participant, as the case may be. **Combined Fleet Participant:** This term is defined in the Intercreditor Collateral Agreement, and will include the Issuer after it becomes a party to the Intercreditor Collateral Agreement.~~

Commercial Tort Claim: Any commercial tort claim, as such term is defined in the UCC.

Competitor: Any Person engaged and competing with any of the Issuer or the Manager in the container or chassis leasing business; provided, however, that in no event shall any insurance company, bank, bank holding company, savings institution or trust company, fraternal benefit society, pension, retirement or profit sharing trust or fund, or any collateralized bond obligation fund or similar fund (or any trustee of any such fund) or any holder of any obligations of any such fund (solely as a result of being such a holder) be deemed to be a Competitor unless such Person or any of its Affiliates are directly and actively engaged in the operation of a container or chassis leasing business.

Container: Any marine and maritime container (including dry cargo containers, refrigerated containers (including the associated refrigeration machine), generator sets, gps devices and Specialized Containers).

Container Fleet: All of the Containers owned by TCIL and/or managed by TCIL on behalf of third parties and its Affiliates, including the Managed Containers.

Container Identification Number. The unique alpha-numeric reference assigned to a Managed Container which is painted on or affixed to such Managed Container.

Container Related Agreement: Any agreement relating to the Managed Containers or agreements relating to the use or management of such Managed Containers whether in existence on the Closing Date or thereafter acquired, including, but not limited to, all Leases, the Management Agreement, the Contribution and Sale Agreement and the Chattel Paper to the extent it arises out of or in any way relates to the Managed Containers now owned or hereafter acquired by the Issuer.

Container Representations and Warranties: With respect to each Container, the representations and warranties of the Seller as set forth in paragraphs j(iii) and (m) through (s) inclusive of Section 3.01 of the Contribution and Sale Agreement.

Container Revenues: For any Collection Period, all amounts paid to and received by the Manager which are attributable to the Managed Containers, including but not limited to (i) per diem rental charges (excluding any prepayments thereof), Ancillary Fees and all charges paid in respect of the Managed Containers pursuant to Lease Agreements (including, without duplication, payments on Finance Leases in respect of Managed Containers) but excluding Excluded Amounts, (ii) amounts received from the manufacturers or sellers of the Managed Containers for breach of sale warranties relating thereto or in settlement of any claims, losses, disputes or proceedings relating to the Managed Containers, and (iii) any insurance premiums relating to the Managed Containers which have been refunded by the insurer. Notwithstanding the foregoing, Container Revenues shall not include Sales Proceeds ~~or Casualty Proceeds~~.

Container Transfer Certificate: A Container Transfer Certificate, substantially in the form of Exhibit B to the Contribution and Sale Agreement, executed and delivered by the Seller and the Issuer in accordance with the terms of the Contribution and Sale Agreement.

Contracts: All contracts, undertakings, franchise agreements or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which the Issuer may now or hereafter have any right, title or interest, including, without limitation, the Management Agreement, the Contribution and Sale Agreement, and any related agreements, security interests or UCC or other financing statements and, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

Contribution and Sale Agreement: The Contribution and Sale Agreement, dated as of September 21, 2020, between the Seller and the Issuer, as such agreement shall be amended, modified or supplemented from time to time in accordance with its terms.

Control Agreement: This term shall have the meaning set forth in Section 302(b) of the Indenture.

Control Party: This term shall have the meaning set forth in the Supplement for the related Series.

Corporate Trust Office: The principal office of the Indenture Trustee at which at any particular time its corporate trust business shall be administered, which office shall initially be located at 1100 North Market Street, Wilmington, Delaware 19890-1605, Attention: Corporate Trust Administration/Robert Perkins.

Customary Practices: The customary practices used by the Manager, as the same may change from time to time.

Definitive Note: A Note issued in definitive form pursuant to the terms and conditions of the Indenture.

Deposit Accounts: Any deposit accounts, as such term is defined in the UCC.

Depository or DTC: The Depository Trust Company until a successor depository shall have become such pursuant to the applicable provisions of the Indenture and thereafter “Depository” shall mean or include each Person who is then a Depository thereunder. For purposes of the Indenture, unless otherwise specified pursuant to the Indenture, any successor Depository shall, at the time of its designation and at all times while it serves as Depository, be a clearing agency registered under the Exchange Act.

Depository Participant: A broker, dealer, bank, other financial institution or other Person for whom from time to time the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

Determination Date: The third (3rd) Business Day prior to any Payment Date.

Direct Operating Expenses: All direct expenses and costs, calculated on an accrual basis in accordance with GAAP, incurred in connection with the ownership, use and/or operation of a Managed Container, including but not limited to: (i) agency costs and expenses; (ii) depot fees, handling and storage costs and expenses; (iii) survey, maintenance and repair expenses (including the actual or estimated cost of repairs to be made pursuant to a damage protection plan); (iv) repositioning expense; (v) the cost of inspecting, marking and remarking such Managed Container; (vi) third-party fees for bankruptcy recovery; (vii) legal fees incurred in connection with enforcing rights under the leases of Managed Container or repossessing such Managed Container; (viii) insurance expense; (ix) federal, state, local and foreign taxes, levies duties, charges, assessments, fees, penalties, deductions or withholdings assessed, charged or imposed upon or against such Managed Container, including but not limited to ad valorem, gross receipts and/or other property taxes imposed against such Managed Container or against the revenues generated by such Managed Container (but not including income taxes imposed on

the Manager or any of its Affiliates); (x) expenses, liabilities, claims and costs (including without limitation reasonable attorneys' fees) incurred by the Issuer or the Manager (on behalf of the Issuer) by any third party arising directly or indirectly (whether wholly or in part) out of the state, condition, operation, use, storage, possession, repair, maintenance or transportation of such Managed Container; (xi) expenses and costs (including legal fees) of pursuing claims against manufacturers or sellers of such Managed Container; and (xii) non-receivable sales and value-added taxes on such expenses and costs; provided, however, that in no event shall either of the following be considered a Direct Operating Expense: (a) any selling, general and administrative expenses of TCIL, the Issuer or any of their Subsidiaries, or (b) the Management Fee.

Director Services Agreement: The letter agreement between TCIL and the Director Services Provider, and all amendments thereto.

Director Services Provider: TMF Group New York, LLC and its permitted successors and assigns.

~~**Disposition Proceeds:** This term shall mean, without duplication, all proceeds due or collected under or in respect of any sale, exchange, condemnation, requisition, confiscation, seizure, forfeiture, casualty loss, title loss or other disposition (whether voluntary or involuntary) of Revenue Generating Equipment, including, without limitation, insurance proceeds and proceeds due or collected as a result of damage to Revenue Generating Equipment which is not repaired, but excluding Finance Lease Proceeds.~~

Documents: Any documents, as such term is defined in the UCC.

Dollars: The lawful money of the United States of America. This definition will be equally applicable to the sign \$.

Early Amortization Event: For any Series of Notes then Outstanding, an event or condition specified in the related Supplement that would constitute an early amortization event for such Series.

Eligible Account: Either (a) a segregated account with an Eligible Institution or (b) a segregated non-interest bearing trust account with the corporate trust department of a depository institution organized under the laws of the United States or any of the states thereof, including the District of Columbia (or any domestic branch of a foreign bank), and acting as a trustee for funds deposited in such account, so long as the senior securities of such depository institution shall have an issuer credit rating from S&P of at least "AA" or if S&P is not a Rating Agency, from each Rating Agency in one of its generic rating categories which signifies investment grade, or (c) any account held with the Indenture Trustee.

Eligible Container: Any Managed Container that, at the applicable Transfer Date, is subject to the Lien of the Indenture and which, individually or when considered with all Managed Containers then owned by the Issuer that are included in an applicable Asset Base, as the case may be, shall comply at the applicable Transfer Date with each of the following requirements:

(i) **Original Equipment Cost.** The Original Equipment Cost of such Container shall be no greater than the cost of such Container recorded on the Seller's books at the time of sale to the Issuer; and

(ii) **Specifications.** Such Container conforms in all material respects to the Seller's standard specifications for that category of container and to any applicable standards promulgated by applicable international standards organizations; and

(iii) **Container Representations and Warranties.** Such Container complies in all material respects with the Container Representations and Warranties; and

(iv) **Bankrupt Lessees.** Such Container is not then under lease to a lessee which, according to the records of the Manager, is the subject of a Bankruptcy Event; and

(v) **Casualty Losses.** According to the records of the Manager, such Container shall not have suffered a Casualty Loss; and

(vi) **No Sanctioned Person or Sanctioned Country.** Such Container is not then on lease to a Sanctioned Person or, according to the records of the Issuer or the Manager, is not subleased to a Sanctioned Person or located, operated or used in a Sanctioned Country unless it is used pursuant to a license granted by OFAC; ~~and (vii) — "Long Term Unit" or "Short Term Unit": The Container is a "Long Term Unit" or "Short Term Unit" under, and as defined in, the Intercreditor Collateral Agreement.~~

Eligible Institution: Any one or more of the following institutions: (i) the corporate trust department of the Indenture Trustee; provided the Indenture Trustee maintains an issuer credit rating of at least "BBB" or better from S&P or if S&P is not a Rating Agency, from each Rating Agency in one of its generic rating categories which signifies investment grade, or (ii) a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), (a) which has both (x) an issuer credit rating of not less than "A-" by S&P and "Aa2" by Moody's, and (y) a short-term issuer credit rating in the highest rating category by each Rating Agency and (b) whose deposits are insured by the Federal Deposit Insurance Corporation. To the extent an institution acting in any capacity under the Transaction Documents is required to be an Eligible Institution and ceases to be an Eligible Institution, it shall be replaced in such capacity within 90 days of ceasing to be an Eligible Institution.

Eligible Investments: One or more of the following:

(i) direct obligations of, and obligations fully guaranteed as to the full and timely payment by the United States or any agency or instrumentality of the United States of America the obligations of which are expressly backed by the full faith and credit of the United States of America; provided that notwithstanding the foregoing, the following securities shall not be Eligible Investments: (i) General Services Administration participation certificates; (ii) U.S. Maritime Administration guaranteed Title XI financing; (iii) Financing Corp. debt obligations; (iv) Farmers Home Administration

Each of the Eligible Investments may be purchased by the Indenture Trustee or through an Affiliate of the Indenture Trustee.

Equipment: This term shall have the meaning set forth in the UCC.

~~**Equipment Loan Agreement:** This term shall have the meaning set forth in the Intercreditor Agreement.~~

~~**Equipment Report:** A report setting forth (i) the number and type of Managed Containers, (ii) the aggregate Net Book Value of the Managed Containers, (iii) the aggregate Original Equipment Cost of the Managed Containers and (iv) the Issuer's aggregate purchase price for the Managed Containers. In addition, so long as a Manager Default is continuing, the Equipment Report shall include a detailed report as of the end of each fiscal quarter, setting forth with respect to each Managed Container its (v) Container Identification Number, (w) Net Book Value (including totals thereof), (x) Original Equipment Cost (including totals thereof) (y) the Issuer's purchase price (including totals thereof) and (z) if on lease, the related lessee and if off lease, the Container's location.~~

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

Estimated Net Operating Income Proceeds: This term shall have the meaning set forth in Section 5.1.1 of the Management Agreement.

Event of Default: For each Series of Notes then Outstanding, the existence of a Series-Specific Event of Default with respect to such Series.

Excess Concentration Percentage: As of any date of determination for each Series of Notes then Outstanding, the percentage specified as such in the Supplement pursuant to which such Series of Notes was issued.

Excess Deposit: This term has the meaning set forth in Section 5.1.2 of the Management Agreement.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Excluded Amounts: Any payments received from the lessee under a Lease in connection with any taxes, fees or other charges imposed by any Governmental Authority or indemnity payments for the benefit of the originator of such Lease in its individual capacity made pursuant to such Lease.

Excluded Property: Any Collateral or other assets of the Issuer included in any Series-Specific Collateral.

Existing Commitment: With respect to any Series, the then unpaid principal balance of the Notes of such Series.

Existing Containers: Containers that, on the Termination Date under the Management Agreement, were on lease to lessees.

Expected Final Maturity Date: If applicable to any Series, the date on which the principal balance of the Outstanding Notes of such Series is expected to be paid in full assuming that the Scheduled Principal Payment Amounts for such Series are paid on each Payment Date. The Expected Final Maturity Date for a Series shall be set forth in the related Supplement.

Fair Market Value: With respect to any asset (including a Container), shall mean the price at which a willing buyer, not an Affiliate of the seller, and a willing seller who does not have to sell, would agree to purchase and sell such asset, which amount shall be determined in good faith by the board of directors or other governing body or, pursuant to a specific delegation of authority by such board of directors or governing body, a designated senior executive officer of the Issuer, the Manager or the Seller.

FATCA: Sections 1471 through 1474 of the Code, as amended, any regulations thereunder or other official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements (including any foreign legislation, rules, regulations, guidance notes or other, similar guidance adopted pursuant to or implementing such agreements) entered into in connection with such Sections.

FATCA Withholding Tax: Means any withholding or deduction required pursuant to FATCA.

Federal Reserve Bank: One of the twelve regional banks operated by the Federal Reserve System established by the Federal Reserve Act of 1913 to regulate the U. S. monetary and banking system.

Federal Reserve Board: The Board of Governors of the Federal Reserve System or any successor thereto.

Finance Lease: ~~Means (i) for purposes other than definitions relating to the Intercreditor Collateral Agreement, any Lease (but in no event a sublease) of container equipment which provides revenue to the Manager and with respect to which the related container equipment is not included as an asset on the books of the Manager in accordance with GAAP; and (ii) for purposes of definitions relating to the Intercreditor Collateral Agreement, any lease (but in no event a sublease) providing revenue to the applicable Person, the Revenue Generating Equipment under which is not included as an asset on the books of such Person in accordance with generally accepted accounting principles.~~ Any lease classified as a "finance lease" under GAAP, but excluding, for the avoidance of doubt, any Operating Lease.

~~**Finance Lease Proceeds:** This term shall mean all rents, fees, lease payments and all other amounts due or collected under or in respect of Finance Leases.~~

Financial Assets: This term shall have the meaning set forth in the UCC.

Fund Control Matters: This term shall have the meaning set forth Section 403(c) hereof.

GAAP or Generally Accepted Accounting Principles: Generally accepted accounting principles in the United States, applied on a materially consistent basis.

Independent Accountants: Ernst & Young LLP or other independent certified public accountants of internationally recognized standing selected by the Issuer and acceptable to the Requisite Global Majority.

Independent Director: A director or manager of the Issuer who is Independent.

Initial Commitment: With respect to any Series of Notes, this term shall have the meaning given to such term, if applicable, in the related Supplement.

~~**Initial Lease Period:** With respect to each Long Term Unit which has not been subject to a Finance Lease, the period commencing on the date such Long Term Unit is first placed in service in the Long Term Fleet and ending on the earlier of the date such unit is initially leased out on a Short Term Lease or the date such unit is no longer available for lease; and with respect to each Long Term Unit which has been subject to a Finance Lease, the period commencing on the date such Long Term Unit is first placed in service in the Long Term Fleet and ending on the date such unit is no longer managed by Triton as part of the Combined Fleet. A Long Term Unit shall be considered to be in an Initial Lease Period notwithstanding that it may be off lease at any time during such period.~~

Insolvency Law: The Bankruptcy Code or similar Applicable Law in any other applicable jurisdiction.

Insolvency Proceeding: Any Proceeding under any applicable Insolvency Law.

Instruments: Any instrument, as such term is defined in the UCC, including, without limitation, all notes, certificated securities, and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

Intercreditor Collateral Agreement: The Second Amended and Restated Intercreditor Collateral Agreement, dated as of November 1, 2006, among TCIL, various lenders to TCIL, various lessors to TCIL, various owners of equipment, and various lenders to the managed equipment owners named therein December 20, 2021 among TCIL and (in each case as defined therein) the various Triton Entities and Triton Secured Parties from time to time party thereto, as such agreement has been and may be amended, modified or supplemented from time to time in accordance with its terms.

Inventory: Any inventory, as such term is defined in the UCC.

Investment Letter: A letter substantially in the form of Exhibit A to the Indenture.

Investment Property: This term shall have the meaning set forth in the UCC.

~~**Invoice Price:** All reasonable and customary costs, capitalized in accordance with United States generally accepted accounting principles, incurred in connection with the acquisition and initial placement in service of any Revenue Generating Equipment, which costs include, but are not limited to, (i) the manufacturer's or vendor's invoice costs and any rebates thereon and (ii) inspection, certification and initial positioning costs.~~

IRS: Internal Revenue Service.

Issuance Date: With respect to any Series, the date on which the Notes of such Series are originally issued in accordance with the Indenture and the related Supplement.

Issuer: Triton Container Finance VIII LLC, a limited liability company organized under the laws of the State of Delaware, and its permitted successors and assigns.

Issuer Expenses: For any Collection Period, direct out-of-pocket expenses that are necessary or advisable, in the opinion of the managers of the Issuer, to maintain the corporate existence of the Issuer, including: administration expenses; accounting and audit expenses of the Issuer; premiums for liability, casualty, fidelity, directors' and officers' and other insurance; legal fees and expenses; other professional fees; franchise taxes and other similar taxes (but excluding income taxes); and surveillance and other fees assessed by the Rating Agencies.

Last Lessee Damage Payment: The last payments received from a lessee in respect of damages to or repair of a Managed Container that is designated for sale.

Lease or Lease Agreement: Each and every item of Chattel Paper, installment sales agreement, equipment lease or rental agreement (including progress payment authorizations) to which a Container is subject from time to time and including any lease entered into from time to time by TCIL, as owner or manager, pursuant to which TCIL leases one or more Containers from its Container Fleet. The term Lease includes, without limitation, (a) all payments to be made by the lessee thereunder, (b) all rights of the lessor thereunder, (c) any and all amendments, renewals or extensions thereof, and (d) guaranties or other credit support or Supporting Obligation provided by, or on behalf of, the lessee with respect thereof. ~~For purposes of definitions relating to the Intercreditor Collateral Agreement, "Lease" shall mean collectively the Short Term Leases and the Long Term Leases, and "Lease" shall mean any one of the foregoing.~~

~~**Lease Proceeds:** All rents, fees, charges, payments and all other amounts due or collected under or in respect of Leases, to the extent derived from or allocable to Revenue Generating Equipment, but excluding Finance Lease Proceeds and Disposition Proceeds.~~

Legal Final Maturity Date: With respect to any Series, this term shall have the meaning set forth in the related Supplement.

Letter-of-Credit Rights: This term shall have the meaning set forth in the UCC.

Lien: Any mortgage, pledge, hypothecation, judgment lien or similar legal process, title retention lien, or other lien or security interest, including the interest of a vendor under any conditional sale or other title retention agreement and the interest of a lessor under any capitalized lease.

List of Containers: A printed list of the Containers transferred by the Seller to the Issuer and hereby certified by an Authorized Signatory, which includes a true and complete list of all Containers to be conveyed on any Transfer Date. The List of Containers will include the following information for each such Container: (i) its Container Identification Numbers and (ii) the type of Container. Supplements to the List of Containers will be attached to the Container

Transfer Certificate and will contain only unit Container Identification Numbers for each Container.

Long Term Fleet: ~~All Revenue Generating Equipment, the initial lease of which is a Long Term Lease, and which is owned by TCIL, leased by TCIL from a Triton Lessor, or managed or operated by TCIL as agent or manager for or on behalf of others. With effect from the date of delivery to the lessee thereunder, Revenue Generating Equipment in the Short Term Fleet which becomes subject to a Finance Lease shall be included in the Long Term Fleet.~~

Long Term Fleet Interest: ~~This term shall mean, with respect to the Issuer and each other Combined Fleet Participant, the interest in the gross Lease Proceeds, Finance Lease Proceeds and Disposition Proceeds of the Long Term Fleet allocable to such Combined Fleet Participant, with reference to its Long Term Units.~~

Long Term Initial Fleet: ~~This term shall mean, collectively, the Long Term Units in an Initial Lease Period.~~

Long Term Lease: ~~This term shall mean (i) any lease or agreement to lease, use or hire, now, hereafter, or formerly in effect, the initial contractual lease term to an end user of which is or was for a period of five years or more, and which relates or related in any way to any of the Revenue Generating Equipment; or (ii) any Finance Lease now, hereafter, or formerly in effect, which relates or related in any way to any of the Revenue Generating Equipment.~~

Long Term Pooled Fleet: ~~This term shall mean, collectively, the Long Term Units in a Pooled Lease Period.~~

Long Term Unit: ~~Generally, any item of Revenue Generating Equipment in the Long Term Fleet.~~

Majority of Holders: With respect to a Series means, unless otherwise provided in the Supplement related to such Series, Holders of such Class evidencing more than fifty percent (50%) of the then outstanding principal balance of such Series of Notes; or (ii) if such Series includes multiple Classes, the Persons specified in such Supplement.

Managed Containers: All Containers owned by the Issuer at any time.

Management Agreement: The Management Agreement, dated as of September 21, 2020, entered into between TCIL, as Manager and the Issuer, as amended, modified or supplemented from time to time

Management Fee: For any Series of Notes then Outstanding, this term shall have the meaning set forth in the related Supplement.

Management Fee Arrearage: For any Payment Date, an amount equal to any unpaid Management Fee from all prior Collection Periods.

Manager: The Person performing the duties of the Manager under the Management Agreement; initially, TCIL.

Manager Advance: This term shall have the meaning set forth in Section 4.2 of the Management Agreement.

Manager Default: The occurrence of any of the events or conditions identified as a “Manager Default” in a Supplement.

Manager Report: A written informational statement provided by TCIL in accordance with the Management Agreement.

Manager Termination Notice: A written notice to be provided to TCIL in accordance with the Management Agreement.

Material Adverse Change: Any set of circumstances or events which (a) pertains to the Issuer, the Seller or the Manager and has any material adverse effect upon the validity or enforceability of any Transaction Document or the security for any of the related Notes or the ability of the Indenture Trustee to enforce any of its legal rights or remedies pursuant to the Transaction Documents or (b) materially impairs the ability of either the Issuer, the Seller or the Manager to fulfill its respective obligations under the Transaction Documents.

Moody’s: Moody’s Investors Service, Inc., and any successor thereto.

Net Book Value: As of any date of determination, with respect to any Managed Container that is not subject to a Finance Lease, the Net Book Value shall be the Original Equipment Cost less accumulated depreciation; provided, that (A) each Managed Container subject to a long-term or service lease is depreciated on a straight-line basis (i) over 13 years to an amount equal to 40% of Original Book Value for dry Containers and special Containers, (ii) over 20 years to an amount equal to 15% of Original Book Value for tank Containers and (iii) over 12 years to an amount equal to 25% of Original Book Value for refrigerated Containers, and (B) the “Original Book Value” is assumed to be the starting value for the Managed Container that would result in the current Net Book Value if depreciated for the current age of the Managed Container. As of any date of determination, with respect to any Managed Container that is subject to a Finance Lease, the Net Book Value shall be one hundred percent (100%) of the net investment value of such Finance Lease, as determined in accordance with GAAP.

Net Operating Income: For any Collection Period, an amount equal to the excess (if any) of (i) the Container Revenues actually received by or on behalf of the Issuer during such Collection Period, over (ii) the Direct Operating Expenses paid during such Collection Period.

Note Owners: With respect to a Global Note, the Person who is the owner of such Global Note, as reflected on the books of (i) the Depositary (a direct participant) or (ii) a Person maintaining an account with the Depositary (an indirect participant).

Note Register: Books for the registration and transfer of the Notes kept in accordance with the Indenture.

Note Registrar: This term shall have the meaning set forth in the Indenture; initially the Indenture Trustee.

Noteholder: The Person in whose name a Note is registered in the Note Register.

Noteholder Tax Identification Information: Properly completed and signed tax certifications (generally, in the case of U.S. federal income tax, IRS Form W-9 (or applicable successor form) in the case of a person that is a “United States Person” within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a person that is not a “United States Person” within the meaning of Section 7701(a)(30) of the Code) and other information requested from time to time by the Issuer or the Indenture Trustee sufficient (i) to determine the applicability of, or to determine the amount of, U.S. withholding tax under the Code (including back-up withholding and withholding imposed pursuant to FATCA) or other Applicable Law and (ii) for the Issuer and the Indenture Trustee to satisfy their information reporting obligations under the Code (including under FATCA) or other Applicable Law.

Notes: Any one of the promissory notes or other securities executed by the Issuer and authenticated by or on behalf of the Indenture Trustee, substantially in the form attached to the related Supplement.

OFAC: The Office of Foreign Assets Control of the United States Department of the Treasury.

Officer’s Certificate: A certificate signed by a duly authorized officer or manager of the Person who is required to sign such certificate.

OID: Original issue discount, as defined in Section 1273(a) of the Code.

Operating Lease: Any lease classified as an “operating lease” under GAAP.

Opinion of Counsel: A written opinion of counsel, who, unless otherwise specified, may be, but need not be, counsel employed by the Issuer, the Seller or the Manager, in each case reasonably acceptable to the Person or Persons to whom such Opinion of Counsel is to be delivered. The counsel rendering such opinion may rely (i) as to factual matters on a certificate of a Person whose duties relate to the matters being certified, and (ii) insofar as the opinion relates to local law matters, upon opinions of local counsel.

Original Equipment Cost: With respect to any Container as of any date, an amount equal to the average, for all Managed Containers of the same equipment type and year of manufacturer, of the sum of (i) the vendor’s or manufacturer’s invoice price of such Container or, with respect to a used Container, the purchase price allocated to such Container by TIF, in the acquisition of such Container, plus (ii) reasonable and customary inspection, transport and initial positioning costs necessary to put such Container in service which expenditures are capitalized in accordance with GAAP, plus (iii) the cost of any Capital Improvements made to such Container, by, or on behalf of, the Issuer which expenditures are capitalized in accordance with GAAP, plus (iv) reasonable acquisition fees and other fees allocated by the Seller which expenditures are capitalized in accordance with GAAP.

warehousemen's, mechanics', landlord's, suppliers', repairmen's or other like Liens, and relating to amounts not yet due or which shall not have been overdue for a period of more than thirty (30) days or which are being contested in good faith by appropriate proceedings for which adequate cash reserves have been established in accordance with GAAP;

(iii) Liens created pursuant to the terms of the Indenture and the other Transaction Documents;

(iv) Liens arising from judgments, decrees or attachments in respect of which the Issuer shall in good faith be prosecuting an appeal or proceedings for review and in respect of which there shall have been secured a subsisting stay of execution pending such appeal or proceedings (including in connection with the deposit of cash or other property in connection with the issuance of stay and appeal bonds);

(v) licenses, sublicenses, leases or subleases (including Leases) granted by, or on behalf of, the Issuer to third Persons in the ordinary course of business;

(vi) Liens arising from or related to precautionary UCC or like personal property security financing statements regarding operating leases (if any) entered into by the Issuer as lessor in the ordinary course of business;

(vii) Liens in favor of customs or revenue authorities arising as a matter of law to secure payment of customs duties not past due in connection with the importation of goods;

(viii) Liens arising solely by virtue of any statutory or common law provision relating to bankers' liens, rights of set off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution;

(ix) Liens of any lessee under any Finance Lease; and

(x) Liens that would not result in a Material Adverse Change;

provided, however, that any proceedings of the type described in clauses (i), (iv) or (vii) above would not reasonably be expected to subject the Indenture Trustee or the Noteholders to any civil or criminal penalty or liability or involve any loss, sale or forfeiture of any material portion of the Collateral that would result in an Asset Base Deficiency.

Person: An individual, partnership, corporation, limited liability company, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof or other entity.

Plan: An "employee pension benefit plan", as such term is defined in Section 3(2) of ERISA which is subject to Title IV of ERISA.

~~**Pooled Lease Period:** With respect to each Long Term Unit, the period commencing on the date of the initial lease-out of such Long Term Unit on a Short Term Lease and ending on the~~

~~date such unit is no longer available for lease. A Long Term Unit shall be considered to be in a Pooled Lease Period notwithstanding that it may be off lease at any time during such period.~~

Predecessor Container: This term shall have the meaning set forth in Section 3.03 of the Contribution and Sale Agreement.

Prepayment: Any mandatory or optional prepayment of principal of a Series of Notes prior to the Expected Final Maturity Date of such Series of Notes, or as otherwise specified in the related Supplement, made in accordance with the terms of the Indenture and such Supplement.

Principal Terms: With respect to any Series, (i) the name or designation of such Series; (ii) the initial principal amount of the Notes to be issued for such Series (or method for calculating such amount); (iii) the interest rate to be paid with respect to each Class of Notes for such Series (or method for the determination thereof); (iv) the Payment Date and the date or dates from which interest shall accrue and on which principal is scheduled to be paid; (v) the designation of all Series Accounts and the terms governing the operation of all such Series Accounts; (vi) the Expected Final Maturity Date (if any) and the Legal Final Maturity Date for the Series; (vii) the number of Classes of Notes of the Series and, if the Series consists of more than one Class, the rights and priorities of each such Class; (viii) the priority of such Series with respect to any other Series; (ix) the designated Control Party with respect to such Series and the Rating Agencies, if any, for such Series; (x) those items constituting Priority Payments for such Series; (xi) the calculation of the related Asset Base, the related Asset Allocation Percentage (if any), the Advance Rate, the Required Overcollateralization Percentage (if any) and the Excess Concentration Percentage for such Series; and (xii) any other terms of such Series.

Priority Payments: For each Series of Notes then Outstanding on any Payment Date, all amounts to be paid from the related Series Account on such Payment Date which represent payments of (i) interest (but not any interest or fees expressly excluded pursuant to the terms of the Supplement for such Series) on such Series of Notes and (ii) commitment fees payable to the Holders of such Series of Notes, shall be a Priority Payment for such Series.

Proceeding: Any suit in equity, action at law, or other judicial or administrative proceeding.

Proceeds: “Proceeds”, as such term is defined in the UCC.

Prospective Owner: This term shall have the meaning set forth in Section 205(j) of the Indenture.

Qualified Institutional Buyers: This term has the meaning provided in Rule 144A.

Rating Agency or Rating Agencies: With respect to any outstanding Series or Class, each statistical rating agency (if any) selected by the Issuer for such Series to rate such Series or Class and that has an outstanding rating with respect to such Series or Class. Each such Rating Agency shall be identified in the related Supplement.

Rating Agency Condition: With respect to each Rating Agency and any event, circumstance or matter (including without limitation any matter arising under the Transaction

Documents), either (a) written confirmation (which may be in the form of a letter, a press release or other publication or a change in such Rating Agency's published ratings criteria to this effect) by such Rating Agency that the occurrence of such event or circumstance will not cause such Rating Agency to downgrade, qualify or withdraw its rating assigned to any of the Notes of any Series then Outstanding or (b) that such Rating Agency shall have been given notice by the Issuer of such event or circumstance at least ten (10) days prior to the occurrence of such event or circumstance (or, if ten (10) days' advance notice is impracticable, as much advance notice as is practicable) and such Rating Agency shall not have issued any written notice that the occurrence of such event or circumstance will cause it to downgrade, qualify or withdraw its rating assigned to the Notes of any Series then Outstanding.

Record Date: With respect to any Payment Date, unless otherwise specified in a Supplement, the last Business Day of the calendar month immediately preceding such Payment Date.

Regulation S: Regulation S under the Securities Act, as such regulation may be amended from time to time.

Regulation S Global Notes: Collectively, the Permanent Regulation S Global Notes and the Temporary Regulation S Global Notes.

Related Assets: with respect to any Transferred Container, all of the following: (i) all-~~Casualty Proceeds~~, Sales Proceeds and Container Revenues accrued after (and, if specified in the transfer documentation, on or before) the related Transfer Date, or such other date specified in the Contribution and Sale Agreement or Container Transfer Certificate, as the case may be, (ii) all right, title and interest in and to, but none of the obligations under, any agreement with the manufacturer of such Transferred Container or any third party with respect to such Container, and all amendments, additions and supplements made with respect to such Container, (iii) all right, title and interest in and to any Lease Agreement to which such Transferred Container is subject (to the extent, but only to the extent that such Lease Agreement relates to such container), including, without limitation, TCIL's interest under all amendments, additions and supplements thereto, (iv) all other security interests or Liens and property subject thereto from time to time purporting to secure payment of the Lease Agreements to the extent but only to the extent attributable to such Transferred Container, (v) all letters of credit, guarantees, Supporting Obligations (within the meaning of the UCC) and other agreements or arrangements of whatever character from time to time supporting or securing payment of any Lease Agreement, to the extent but only to the extent attributable to such Container, (vi) any insurance proceeds received with respect to such Container, (vii) all books and records relating to such Container, (viii) all payments, proceeds and income of the foregoing or related thereto, (ix) any agreement with the manufacturer of such Container, and all amendments, additions and supplements made with respect to such Container (to the extent, but only to the extent, relating to such Container), and (x) all rights under the UCC financing statements or documents of similar import evidencing a security interest in favor of TCIL with respect to such Container (including any such financing statement filed pursuant to the terms of the Contribution and Sale Agreement).

Series-Specific Manager Default: For any Series of Notes then Outstanding, an event or condition specified in the related Supplement that would constitute a Manager Default solely with respect to such Series.

Series Unpaid Note Principal Balance: As of any date of determination for each Series of Notes then Outstanding, an amount equal to the then unpaid principal balance of all Notes of such Series that are then Outstanding.

Servicing Standard: This term shall have the meaning set forth in Section 3.1 of the Management Agreement.

Shared Available Funds: For any Series, this term shall have the meaning set forth in the Supplement for such Series.

Shared Collateral: This term shall have the meaning set forth in the Granting Clause of the Indenture.

~~**Short Term Fleet:** This term shall mean all Revenue Generating Equipment, the initial lease of which is a Short Term Lease, and which is owned by TCIL, leased by TCIL from a Triton Lessor, or managed or operated by TCIL as agent or manager for or on behalf of others. With effect from the date of delivery to the lessee thereunder, Revenue Generating Equipment which becomes subject to a Finance Lease shall cease to be included in the Short Term Fleet.~~

~~**Short Term Fleet Interest:** This term shall mean, with respect to the Issuer and each other Combined Fleet Participant, the interest in the gross Lease Proceeds and Disposition Proceeds of the Short Term Fleet allocable to such Combined Fleet Participant, with reference to its Short Term Units, as set forth in the Intercreditor Collateral Agreement.~~

~~**Short Term Lease:** This term shall mean any lease or agreement to lease, use or hire, now, hereafter, or formerly in effect, the initial contractual lease term to an end-user of which is or was for a period of less than five years, which relates or related in any way to any of the Revenue Generating Equipment, and which is not a Finance Lease.~~

~~**Short Term Unit:** Generally, any item of Revenue Generating Equipment in the Short Term Fleet.~~

Similar Law: A law that is similar to Title I of ERISA or Section 4975 of the Code,

Specialized Containers: All refrigerated containers, tank containers, special purposes containers, open top containers, flat rack containers, bulk containers, high cube containers (other than 40' high cube dry containers), cellular palletwide containers and all other types of containers other than standard dry cargo containers.

State: Any state of the United States of America and, in addition, the District of Columbia.

Subject Note: This term shall have the meaning set forth in Section 205(l) of the Indenture.

Subordinated Notes: With respect to any Series of Notes issued with multiple Classes, the Class of Notes of such Series that is not a Senior Note.

Subservicer: This term shall have the meaning set forth in Section 2.2 of the Management Agreement.

Subservicer Lease: This term shall have the meaning set forth in Section 3.3.6 of the Management Agreement.

Substitute Container: The Managed Containers and Related Assets transferred by a Seller to the Issuer in exchange for one or more Managed Containers and Related Assets, subject to the terms and conditions of the Contribution and Sale Agreement.

Supplement: Any supplement to the Indenture executed in accordance with Article X of the Indenture.

~~**Supplemental Collateral Agreement:** The Supplemental Agreement, dated as of August-September 21, 2020, pursuant to which the Issuer and the Indenture Trustee are confirmed as a “Managed Equipment Owner” and a “Managed Equipment Lender”, respectively, under the Intercreditor Collateral Agreement, as such agreement may be amended, modified or supplemented from time to time in accordance with its terms.~~

Supporting Obligation: This term shall have the meaning set forth in the UCC.

Systems/Organizational Establishment Expenses: The aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Issuer in establishing, implementing, integrating or replacing financial, information technology and other similar systems of the Issuer.

Tax Opinion: shall mean, with respect to any action, an Opinion of Counsel to the effect that, for U.S. federal income tax purposes, (a) such action will not adversely affect the tax characterization as debt of any Outstanding Note with respect to which an Opinion of Counsel was delivered at the time of its original issuance as to the characterization of such Note as debt for U.S. federal income tax purposes, (b) such action will not cause or constitute an event in which gain or loss would be recognized by any Noteholder other than the Issuer or any Affiliate thereof, and (c) such action will not cause the Issuer to be classified as an association (or publicly traded partnership) taxable as a corporation.

TCIL: Triton Container International Limited, a company limited by shares, incorporated, organized and existing under the laws of Bermuda.

TCNA: Triton Container International, Incorporated of North America, a corporation organized and existing under the laws of the State of California.

Temporary Regulation S Global Notes: The temporary book-entry notes in fully registered form without coupons that represent the Notes sold in offshore transactions within the meaning of and in compliance with Regulation S under the Securities Act and which will be registered with the Depositary.

Term: This timeframe set forth in Section 6 of the Management Agreement.

Termination Date: The date on which the Manager was terminated pursuant to the Management Agreement.

Transaction Documents: Any and all of the Indenture, each Supplement, the Notes, the Management Agreement, any Back-up Management Agreement, the Contribution and Sale Agreement, the Director Services Agreement, the Transition Agent Agreement, ~~the Supplemental Collateral Agreement~~, all other transaction documents and any and all other agreements, documents and instruments executed and delivered by or on behalf of support of Issuer with respect to the issuance and sale of the Notes, as any of the foregoing may from time to time be amended or modified.

Transfer Date: The date on which a Container is contributed or sold by the Seller to the Issuer pursuant to the terms of the Contribution and Sale Agreement.

Transferee: This term shall have the meaning set forth in Section 205 of the Indenture.

Transferred Assets: Transferred Containers and Related Assets collectively.

Transferred Container: A Container transferred by the Seller to the Issuer.

Transferred Note: This term shall have the meaning set forth in Section 205 of the Indenture.

Transition Agent: Wilmington Trust, National Association a national banking association, and its permitted successors and assigns.

Transition Agent Agreement: The Transition Agent Agreement, dated as of September 21, 2020, as amended or modified from time to time in accordance with its terms, entered into by and among the Issuer, the Manager and the Transition Agent.

Transition Agent Fee: This term shall have the meaning given thereto in the Transition Agent Agreement.

Triton or Triton Holdco: Triton International Limited, an exempted company limited by shares incorporated under the laws of Bermuda.

~~**Triton Lessor:** This term is defined in the Intercreditor Collateral Agreement.~~

UCC: The Uniform Commercial Code as in effect in the State of New York. In the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Indenture Trustee's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term UCC shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

[CERTAIN INFORMATION AND ATTACHMENTS TO THIS EXHIBIT, MARKED BY [***], HAVE BEEN OMITTED IN ACCORDANCE WITH ITEM 601(A)(5) OF REGULATION S-K AS THEY DO NOT CONTAIN INFORMATION MATERIAL TO AN INVESTMENT OR VOTING DECISION.]

Execution Version

AMENDMENT NO. 1 TO
SERIES 2020-1 SUPPLEMENT TO INDENTURE

THIS AMENDMENT NO. 1 TO SERIES 2020-1 SUPPLEMENT TO INDENTURE, dated as of December 20, 2021 (the “Amendment”), is made to amend the Series 2020-1 Supplement to Indenture, dated as of September 21, 2020 (as previously amended, the “Indenture Supplement”), between TRITON CONTAINER FINANCE VIII LLC, a limited liability company organized under the laws of the State of Delaware, as issuer (the “Issuer”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Indenture Trustee (the “Indenture Trustee”).

WITNESSETH:

WHEREAS, the Issuer and the Indenture Trustee have previously entered into the Indenture Supplement; and

WHEREAS, pursuant to Section 705(a) of the Indenture Supplement, the parties desire to amend certain provisions of the Indenture Supplement, as further set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture Supplement.

Section 2. Amendment to the Indenture Supplement. Pursuant to the terms of the Indenture Supplement, the Indenture Supplement is hereby amended, effective as of the Effective Date (as defined in Section 4 hereof), in accordance with the copy of the Indenture Supplement attached hereto as Exhibit A, wherein all deletions from the Indenture Supplement are indicated in ~~striketrough-format~~ and all additions to the Indenture Supplement are indicated in double underlined format.

Section 3. Representations and Warranties. (a) Each of the parties hereto hereby confirms that each of the representations and warranties set forth in the Indenture Supplement made by such party are true and correct as of the date first written above with the same effect as though each had been made by such party as of such date, except to the extent that any of such representations and warranties expressly relate to earlier dates.

(b) The Issuer hereby confirms that each of the conditions precedent to the amendment to the Indenture Supplement have been, or contemporaneously with the execution of this Amendment will be, satisfied.

Section 4. Effectiveness of Amendment.

(a) The Amendment shall become effective on the date (such date, the “Effective Date”) on which all of the following events or conditions shall have occurred or been satisfied:

(i) this Amendment has been executed and delivered by the Issuer and the Indenture Trustee;

(ii) the Rating Agencies shall have been notified in writing of this Amendment; and

(iii) the Indenture Trustee shall have received an Officer's Certificate and Opinion of Counsel, each in form and substance reasonably satisfactory to the Indenture Trustee, as to the permissibility of this Amendment under the Indenture Supplement.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) On and after the execution and delivery hereof, (i) this Amendment shall become a part of the Indenture Supplement and (ii) each reference in the Indenture Supplement to "this Indenture Supplement", or "hereof", "hereunder" or words of like import, and each reference in any other document to the Indenture Supplement shall mean and be a reference to such Indenture Supplement, as amended or modified hereby.

(d) Except as expressly amended or modified hereby, the Indenture Supplement shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

Section 5. Execution in Counterparts, Effectiveness. This Amendment may be executed by the parties hereto in separate counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Each party agrees that this Amendment may be electronically signed, and that any electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Section 6. Governing Law THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW BUT WITHOUT REFERENCE TO NEW YORK'S CONFLICTS OF LAW PRINCIPLES), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

TRITON CONTAINER FINANCE VIII LLC

By: Triton Container International Limited, its
manager

By: /s/ Michael S. Pearl
Name: Michael S. Pearl
Title: Vice President and Treasurer

Acknowledged by:

TRITON CONTAINER INTERNATIONAL LIMITED,
as Manager

By: /s/ Michael S. Pearl

Name: Michael S. Pearl

Title: Vice President and Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Indenture Trustee

By: /s/ Robert J. Perkins
Name: Robert J. Perkins
Title: Vice President

Exhibit A

Amendments to Indenture Supplement

[Attached]

TRITON CONTAINER FINANCE VIII LLC
Issuer

and

WILMINGTON TRUST, NATIONAL ASSOCIATION
Indenture Trustee

SERIES 2020-1 SUPPLEMENT
Dated as of September 21, 2020

to

INDENTURE
Dated as of September 21, 2020

\$1,300,000,000 FIXED RATE ASSET-BACKED NOTES, SERIES 2020-1, CLASS A
\$65,800,000 FIXED RATE ASSET-BACKED NOTES, SERIES 2020-1, CLASS B

“Class B Supplemental Principal Payment Amount” means on each Payment Date an amount equal to the excess, if any, of (i) the Aggregate Series 2020-1 Note Principal Balance on such Payment Date (calculated after giving effect to all Class A Scheduled Principal Payment Amounts, Class A Supplemental Principal Payment Amounts and Class B Scheduled Principal Payment Amounts actually paid on such date) over (ii) the Series 2020-1 Asset Base (determined as of the last day of the month immediately preceding such Payment Date).

“Control Party” means, with respect to Series 2020-1, the Majority of Holders of the Series 2020-1 Notes.

“Disposition Fees” means, with respect to any Managed Container that (i) has been sold to a third party, or (ii) is the subject of a Casualty Loss, an amount equal to the product of (x) five percent (5%) and (y) the ~~Disposition~~Sales Proceeds realized thereon.

“DTC” shall have the meaning set forth in Section 206.

“Eligible Bank” means a banking, financial or similar institution capable of issuing an Eligible Letter of Credit which institution has a long-term unsecured debt rating of “A-” or better from the Rating Agency.

“Eligible Letter of Credit” a Letter of Credit (a) with respect to which the Rating Agency Condition has been satisfied, (b) that is issued by an Eligible Bank and for which the Indenture Trustee is the beneficiary, (c) that has a stated expiration date of not earlier than one year after its issuance date and that permits drawing thereon (x) prior to non-renewal of such Letter of Credit or (y) prior to the related Letter of Credit Bank ceasing to be an Eligible Bank, in each case if not replaced by cash or a replacement Eligible Letter of Credit, (d) that may be drawn upon at a branch of such institution in the Borough of Manhattan, New York or the City of Wilmington, Delaware as the same shall be designated from time to time by notice to the Indenture Trustee pursuant to the terms of such letter of credit, (e) which is payable in Dollars in immediately available funds in an amount of not less than the available drawing amount specified therein, and (f) that may be transferred by the Indenture Trustee, without a fee payable by the Indenture Trustee and without the consent of the related Letter of Credit Bank, to any replacement indenture trustee appointed in accordance with the terms of the Indenture.

“Interest Accrual Period” means, with respect to the calculation of Class A Note Interest Payment and Class B Note Interest Payment payable on each Payment Date, the period beginning with, and including, the immediately preceding Payment Date and ending on and including the day before such Payment Date; except that the first Interest Accrual Period will be the period beginning with and including the Series 2020-1 Closing Date and ending on and including the day before the initial Payment Date. Each Interest Accrual Period (other than the initial Interest Accrual Period) shall be deemed to have a duration of thirty (30) days. The initial Interest Accrual Period for Series 2020-1 shall have a duration of 29 days.

“Issuance Date Restricted Cash Amount” means the Series 2020-1 Restricted Cash Amount on the Issuance Date of the Series 2020-1 Notes; this amount shall be equal to \$10,968,578.

(3) income or loss attributable to discontinued operations (including, without limitation, operations disposed of during such period whether or not such operations were classified as discontinued);

(4) the cumulative effect of a change in accounting principles, as determined in accordance with GAAP;

(5) any adjustments, restructuring costs, non-recurring expenses, nonrecurring fees, non-operating expenses, charges or other expenses (including bonus and retention payments and non-cash compensation charges) incurred in connection with acquisitions of Containers as well as acquisitions of a company or a business; and

(6) Systems/Organizational Establishment Expenses;

in each case, for such period.

“Letter of Credit” means any irrevocable, transferable, unconditional standby letter of credit issued for the benefit of the Indenture Trustee, for the benefit of the Series 2020-1 Noteholders, in accordance with the terms of this Supplement.

“Letter of Credit Bank” means the issuing bank of a Letter of Credit.

“Letter of Credit Drawing” has the meaning set forth in Section 305(b) hereof.

“Letter of Credit Fee” means the periodic interest and/or fees payable by the Issuer to a Letter of Credit Bank for issuing a Letter of Credit; provided, however, that in no event shall the Letter of Credit Fee include reimbursement for any unreimbursed draws made on the related Letter of Credit.

“Majority of Holders” means, with respect to the Series 2020-1 Notes as of any date of determination, (A) so long as the Class A Notes are Outstanding, Class A Noteholders holding Class A Notes constituting more than fifty percent (50%) of the then Aggregate Class A Note Principal Balance; and (B) at all times not covered by clause (A), Class B Noteholders holding Class B Notes constituting more than fifty percent (50%) of the Aggregate Class B Note Principal Balance.

“Management Fee” means, for any Payment Date with respect to the Series 2020-1 Notes, an amount equal to the sum of (A) the product of (x) seven percent (7%) and (y) the ~~Long-Term Fleet Interest related to the Series 2020-1 Series-Specific Container Pool allocated to the Issuer for the preceding Collection Period (other than Container Revenues on Finance Leases),~~ ~~(B) the product of (x) seven percent (7%) and (y) the Short-Term Fleet Interest related to~~ Net Operating Income, other than with respect to Containers with Finance Leases, received for the Series 2020-1 Series-Specific Container Pool allocated to the Issuer for the preceding Collection Period, ~~(C) the product of (x) five percent (5%) and (y) the Finance Lease Proceeds related to~~ Net Operating Income with respect to Containers with Finance Leases in the Series 2020-1 Series-Specific Container Pool received for the preceding Collection Period; and ~~(D) the sum of all Disposition Fees related to the Series 2020-1 Series-Specific Container Pool for the preceding Collection Period.~~

Supplement, the Series 2020-1 Revenue Reserve Account is the “Revenue Reserve Account” for Series 2020-1.

“Series 2020-1 Revenue Reserve Deposit Amount” means \$21,065,617.40.

“Series 2020-1 Revenue Reserve Release Amount” means, on the Determination Date occurring in October 2020, \$7,021,872.47, on the Determination Date occurring in November 2020, \$7,021,872.47, and on the Determination Date occurring in December 2020, \$7,021,872.46.

“Series 2020-1 Series Account” means the account of that name established in accordance with Section 301 hereof.

“Series 2020-1 Series-Specific Container Pool” means the Series-Specific Container Pool for Series 2020-1.

“Series 2020-1 Transaction Documents” means any and all of the Indenture, this Supplement, the Series 2020-1 Notes, the Note Purchase Agreement for the Series 2020-1 Notes, the Management Agreement, the Contribution and Sale Agreement, the Transition Agent Agreement, ~~the Supplemental Collateral Agreement~~ and all other Transaction Documents and any and all other agreements, documents and instruments executed and delivered by or on behalf or in support of the Issuer with respect to the issuance and sale of the Series 2020-1 Notes, as any of the foregoing may from time to time be amended, modified, supplemented or renewed.

“Shared Available Funds” means, for the Series 2020-1 Notes on any date of determination, the portion of the Series 2020-1 Available Funds remaining after giving effect to all distributions required pursuant to the following provisions of Section 303: (i) Part I clauses (1) through (15), inclusive, (ii) Part II clauses (1) through (14) inclusive, and (iii) Part III, clauses (1) through (14) inclusive.

~~**“Short Term Fleet”** shall mean all Revenue Generating Equipment, the initial lease of which is a Short Term Lease, and which is owned by TCIL or the Issuer, leased by TCIL from a Triton Lessor, or managed or operated by TCIL as agent or manager for or on behalf of others. With effect from the date of delivery to the lessee thereunder, Revenue Generating Equipment which becomes subject to a Finance Lease shall cease to be included in the Short Term Fleet.~~

~~**“Supplemental Collateral Agreement”** means the Supplemental Agreement, dated as of September 21, 2020, pursuant to which the Issuer and the Indenture Trustee are confirmed as a “Managed Equipment Owner” and a “Managed Equipment Lender”, respectively, under the Intercreditor Collateral Agreement, as such agreement may be amended, modified or supplemented from time to time.~~

“Supplemental Principal Payment Amount” means, either or both, as the context may require of the Class A Supplemental Principal Payment Amount and the Class B Supplemental Principal Payment Amount.

“Transaction Parties” means the Issuer, the Seller, the Manager, the Initial Purchasers or any of their respective affiliates, the Indenture Trustee or the Transition Agent.

“Transferor” shall have the meaning set forth in Section 206 hereof.

“Weighted Average Age” means, for any date of determination, an amount equal to (i) the sum of the products, for each Managed Container in the Series 2020-1 Series Specific Container Pool, of (A) the age in years of such Managed Container and (B) the Net Book Value of such Managed Container, divided by (ii) the Aggregate Net Book Value of the Series 2020-1 Series Specific Container Pool.

(b) The following words and phrases used in the calculation of the financial covenants and related terms set forth in the definitions of Series 2020-1 Manager Default and Series 2020-1 Back-up Manager Event in this Supplement shall have the meanings assigned to them on Exhibit G to this Supplement: ~~“Capitalized Lease”, “Capitalized Rentals”, “Consolidated Subsidiaries”, “Consolidated Tangible Net Worth”, “Container Equipment”, “Current Debt”, “Funded Debt”, “Funded Debt Ratio”, “Funded Indebtedness”, “GAAP”, “Guarantee Liability Finance Lease”, “Finance Lease Obligations”, “GAAP”, “Indebtedness”, “Intangible Assets”, “Investment”, “Lien”, “Long Term Lease”, “Permitted Investments”, “Person”, “Rentals”, “Restricted Investments”, “Restricted Subsidiary”, “Senior Funded Debt”, “Subordinated Funded Debt”, “Subsidiary”, “TAL Group”, “TCIL Credit Agreement”, “Total Debt”, “Total Senior Debt”~~ Subsidiary”, “Total Debt”, “Total Debt Ratio”, and “Unrestricted Subsidiary”. ~~The term “Finance Lease” used in the calculation of the financial covenants and related terms set forth in the definitions of Series 2020-1 Manager Default and Series 2020-1 Back-up Manager Event in this Supplement shall have the meaning assigned to it on Exhibit G to this Supplement; for all other purposes of this Supplement, the term “Finance Lease” shall mean any lease (but in no event a sublease) providing revenue to the applicable Person, the Revenue Generating Equipment under which is not included as an asset on the books of such Person in accordance with generally accepted accounting principles.~~ Notwithstanding the foregoing, to the extent that any term defined in Exhibit G has a corresponding definition in the TCIL Credit Agreement that is modified pursuant to an amendment of the TCIL Credit Agreement, its definition for purposes of Exhibit G shall be so modified unless such modification results in a Series 2020-1 Manager Default or Series 2020-1 Back-up Manager Event becoming more restrictive.

(c) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in Appendix A to the Indenture or, if not defined therein, as defined in the Series 2020-1 Note Purchase Agreement. The rules of usage set forth in such Appendix A shall apply to this Supplement.

(d) Unless otherwise specified herein, any calculation of the Series 2020-1 Asset Allocation Percentage for the purpose of making any distributions pursuant to Section 303 in this Supplement shall be made on the Determination Date immediately preceding the related Payment Date.

(e) In the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Indenture, the terms and provisions of this Supplement shall control.

Section 301 Series 2020-1 Series Account. The Issuer shall establish on the Series 2020-1 Closing Date and maintain, so long as any Series 2020-1 Note is Outstanding, an Eligible Account in the name of the Issuer with the Indenture Trustee which shall be a non-interest bearing trust account and designated as the Series 2020-1 Series Account, which account shall be pledged to the Indenture Trustee for the benefit of the Series 2020-1 Noteholders pursuant to the Indenture and this Supplement. All deposits of funds by, or for the benefit, of the Series 2020-1 Noteholders shall be accumulated in, and withdrawn from, the Series 2020-1 Series Account in accordance with the provisions of the Indenture and this Supplement. ~~“The Series 2020-1 Series Account shall be a “Collateral Account” for purposes of the Intercreditor Collateral Agreement with respect to the Issuer.~~

(a) So long as no Manager Default has occurred and is continuing, the Manager shall be permitted to require the Indenture Trustee to withdraw from amounts on deposit in the Series Account on each Payment Date, or otherwise net out from amounts otherwise required to be deposited by the Manager in the Series Account in accordance with the provisions of Section 5.1 and 5.2 of the Management Agreement, the amount of any Management Fees or Management Fee Arrearage that would otherwise be due and payable with respect to Series 2020-1 on the immediately succeeding Payment Date.

(b) The Sales Proceeds resulting from a sale of any Managed Container or other property constituting the Series 2020-1 Collateral made in accordance with the provisions of Section 207 of this Supplement shall be deposited directly into the Series Account and shall be distributed in accordance with the provisions of this Supplement.

Section 302 Investment of Funds. Any funds on deposit in the Series 2020-1 Series Account, the Series 2020-1 Revenue Reserve Account, the Series 2020-1 L/C Cash Account and the Series 2020-1 Restricted Cash Account shall be invested in accordance with the provisions of Section 302 of the Indenture.

Section 303 Distributions from Series 2020-1 Series Account. On each Determination Date, the Issuer shall cause the Manager to prepare and deliver the Manager Report. The Indenture Trustee shall be entitled to conclusively and exclusively rely upon the Manager Report in making any distributions hereunder. On each Payment Date and on each other date on which any payment is to be made with respect to the Offered Notes, the Indenture Trustee, based on the Manager Report, shall distribute Series 2020-1 Available Funds as set forth below.

(I) If neither an Early Amortization Event for Series 2020-1 nor an Event of Default for Series 2020-1 shall have occurred and shall then be continuing:

(1) To the Indenture Trustee, an amount equal to the sum, without duplication, of (A) the Indenture Trustee Fees then due and payable for the Series 2020-1 Notes and (B) an amount equal to the product of (i) the Series 2020-1 Asset Allocation Percentage and (ii) any amounts payable to the Indenture Trustee on such Payment Date in accordance with a specified provision of the Indenture regarding enforcement of the obligations of the Issuer under the Indenture, so long as the aggregate amount paid pursuant to this clause (1) in any calendar year would not exceed an amount equal to \$40,000;

(a) As of any date of determination, the existence of any one of the following events or conditions shall constitute a Manager Default for the Series 2020-1 Notes (each, a “Series 2020-1 Manager Default”):

(1) any failure by the Manager to deliver or cause to be delivered any required payment to the Indenture Trustee for distribution to the Series 2020-1 Noteholders, which failure continues unremedied for ten Business Days after discovery thereof by a Responsible Officer of the Manager or receipt by the Manager of written notice thereof from the Indenture Trustee or the Control Party;

(2) any failure by the Manager to duly observe or perform in any material respect any other of its covenants or agreements in the Management Agreement, which failure materially and adversely affects the rights of the Series 2020-1 Noteholders, and which failure continues unremedied for 60 days or, in the case of a failure by the Manager to deliver a Manager Report or Asset Base Certificate when due under the Management Agreement, 30 days, after discovery thereof by a Responsible Officer of the Manager or receipt by the Manager of written notice thereof from the Indenture Trustee or the Control Party;

(3) any representation or warranty of the Manager made in the Management Agreement proves to have been incorrect in any material respect when made, which failure materially and adversely affects the rights of the Series 2020-1 Noteholders, and which failure continues unremedied for 60 days after discovery thereof by a Responsible Officer of the Manager or receipt by the Manager of written notice thereof from the Indenture Trustee or the Control Party (it being understood that any repurchase of a Managed Container in the Series 2020-1 Series-Specific Container Pool by Seller pursuant to the Contribution and Sale Agreement or by the Manager pursuant to the Management Agreement shall be deemed to remedy any incorrect representation or warranty with respect to such Managed Container);

(4) the ~~Funded~~Total Debt Ratio as of the end of any fiscal quarter shall exceed the greater of (x) 4.25 to 1.00 and (y) the corresponding such ratio set forth in the TCIL Credit Agreement following an amendment thereof after the date of this Supplement;

(5) ~~the sum of (a) Consolidated Tangible Net Worth plus (b) the Manager’s Investments in Unrestricted Subsidiaries (excluding Manager’s direct or indirect Investments in the TAL Group) (calculated as set forth in the definition of “Restricted Investments”)~~ shall be less than the lesser of (x) \$855,000,000 and (y) the corresponding such amount set forth in the TCIL Credit Agreement following an amendment thereof after the date of this Supplement; ~~or~~ [Reserved]; or

(6) the Manager suffers a Bankruptcy Event;

provided, however, that (x) the grace periods referred to under clauses (1), (2) or (3) above shall be extended for a period of 120 days if such breach or failure was caused by a force majeure or other similar occurrence and (y) if ~~at the~~ Series 2020-1 Manager Default described in ~~either of clauses (4) or (5)~~ clause (4) occurs, such condition shall be deemed cured if a subsequently delivered Manager Report indicates that such condition does not exist on any subsequent Payment Date. Except as set forth in the immediately preceding sentence, if a Series 2020-1 Manager Default exists on any Payment Date, then such Series 2020-1 Manager Default shall be deemed to continue until the Business Day on which the Control Party waives, in writing, such Series 2020-1 Manager Default. The Indenture Trustee shall promptly provide notice of any such waiver received by it of a Series 2020-1 Manager Default to each Rating Agency for the Series 2020-1 Notes.

The occurrence of a Series 2020-1 Manager Default will not in and of itself result in the occurrence of a Series Specific Manager Default for any other Series. The rights of the Series 2020-1 Noteholders and other parties following the occurrence of a Manager Default are set forth in Section 10 of the Management Agreement.

(b) As of any date of determination, a Back-up Manager Event with respect to the Series 2020-1 Notes (a “Series 2020-1 Back-up Manager Event”) shall be deemed to have occurred if the ~~Funded~~Total Debt Ratio as of the end of any fiscal quarter shall exceed the greater of (x) 4.00 to 1.00. and (y) the difference between the ~~Funded~~Total Debt Ratio, which, if exceeded, would cause a Manager Default as of such date, and ~~0.50%~~0.50.

Section 404 Series 2020-1 Cash Sweep Events.

(a) As of any date of determination, the existence of any one of the following events or conditions shall constitute a “Series 2020-1 Cash Sweep Event”:

(1) as of any Payment Date, the Weighted Average Age of the Managed Containers in the Series 2020-1 Series-Specific Container Pool, as indicated on the Manager Report relating to such Payment Date, shall be greater than ten (10) years; and

(2) the principal balance of the Series 2020-1 Notes is not paid in full on or before the Series 2020-1 Cash Sweep Trigger Date.

If a Series 2020-1 Cash Sweep Event described in clause (1) occurs, such condition shall be deemed cured if it does not exist on any subsequent Payment Date. Except as set forth in the immediately preceding sentence, if a Series 2020-1 Cash Sweep Event exists on any Payment Date, then such Series 2020-1 Cash Sweep Event shall be deemed to continue until the Business Day on which the Control Party for the Series 2020-1 Notes waives, in writing, such Series 2020-1 Cash Sweep Event. The Indenture Trustee shall promptly provide notice of any such waiver received by it to the Rating Agency for the Series 2020-1 Notes.

The existence of a Series 2020-1 Cash Sweep Event will affect the method in which cash flows will be distributed from the Series 2020-1 Series Account to the Holders of the Class A Notes and the Class B Notes in respect of principal.

EXHIBIT G

ADDITIONAL DEFINITIONS USED IN CALCULATION OF SERIES 2020-1 MANAGER
DEFAULTS AND SERIES 2020-1 BACK-UP MANAGER EVENTS

~~“Capitalized Lease” means any lease obligation for Rentals which~~

~~“Consolidated Subsidiaries” means, with respect to any Person, each Restricted Subsidiary of such Person that is required to be capitalized on the balance sheet of the lessee consolidated with such Person in accordance with GAAP.~~

~~“Capitalized Rentals” means, as of the date of any determination thereof, the amount at which the aggregate Rentals due and to become due under all Capitalized Leases under which the Manager or any Restricted Subsidiary is a lessee would be reflected as a liability on a consolidated balance sheet of the Manager and its Restricted Subsidiaries.~~

~~“Consolidated Tangible Net Worth” means, as of the date of any determination thereof, the consolidated stockholders in each case based on the most recent Triton Holdco financial statements, (a) the sum of (x) total shareholders’ equity of the Manager Triton Holdco and its Restricted Consolidated Subsidiaries, as determined in accordance with GAAP (excluding any non-cash gain or loss on any interest rate protection agreement or similar hedging agreement resulting from the requirements of Financial Accounting Standard FASB ASC No. 133815 or any similar accounting standard), plus all outstanding preferred stock of the Manager and accrued but unpaid dividends thereon, less the sum, without duplication, of (a)(y) all net deferred income tax liabilities on the balance sheet of Triton Holdco plus (z) the amount set forth on Schedule I to this Exhibit G in respect of the relevant quarter, less (b) all Intangible Assets of the Manager Triton Holdco and its Restricted Consolidated Subsidiaries and (b) Restricted Investments.~~

~~“Container Equipment” shall have the meaning set forth in the TCIL Credit Agreement.~~

~~“Current Debt” means, with respect to any Person as of the date of any determination, (a) all Indebtedness of such Person for money borrowed or that has been incurred in connection with the acquisition of assets, in each case other than Funded Debt, and (b) all Guarantee Liabilities of such Person with respect to Indebtedness of other Persons of the types described in clause (a).~~

~~“Finance Lease” means any Lease (but in no event a sublease) of container equipment which provides revenue to the Manager and with respect to which the related container equipment is not included as an asset on the books of the Manager in accordance with GAAP, lease classified as a “finance lease” under GAAP, but excluding, for the avoidance of doubt, any Operating Lease.~~

~~“Funded Debt” of any Person means, without duplication, (a) all Funded Indebtedness, (b) all Capitalized Rentals, (c) all Guarantee Liabilities relating to Funded Debt of others, (d) all Guarantee Liabilities relating to the obligations of Unrestricted Subsidiaries and (e) the present value of all Long Term Lease obligations (such present value to be calculated using a discount~~

~~rate equal to the sum of (i) the "Alternate Base Rate" then in effect under the TCIL Credit Agreement plus (ii) 1.00%.~~

~~"Funded Debt Ratio" means the ratio of Total Debt to an amount equal to the sum of (x) Consolidated Tangible Net Worth plus (y) the Manager's deferred income related to sales of Container Equipment to Subsidiaries as recorded on the Manager's balance sheet (determined in accordance with GAAP consistently applied).~~

~~"Funded Indebtedness" means, as of any date, Indebtedness that matures more than one year after such date or which is renewable, extendible or refundable at the option of the obligor for a period or periods of more than one year after such date, but shall not include any portion of the principal of any such Indebtedness that is payable within one year after such date.~~ Finance Lease Obligations" means, as of the date of any determination thereof, the amount at which the aggregate Rentals due and to become due under all Finance Leases under which the Manager or any of its Restricted Subsidiaries is a lessee would be reflected as a liability on a consolidated balance sheet of the Manager or any of its Restricted Subsidiaries.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

~~"Guarantee Liability" of any Person means any agreement, undertaking or arrangement by which such Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment by, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, obligation or any other liability of any other Person (other than by endorsements of instruments in the course of collection), or guarantees the payment of dividends or other distributions upon the shares of any other Person. The amount of any Person's obligation in respect of any Guarantee Liability shall (subject to any limitation set forth therein) be deemed to be the outstanding principal amount (or maximum principal amount, if larger) of the debt, obligation or other liability guaranteed thereby.~~

~~"Indebtedness" with respect to~~ of any Person means, without duplication, ~~means~~ all obligations of such Person which in accordance with GAAP shall be classified upon the balance sheet of such Person as liabilities of such Person, and in any event shall include all (a) obligations of such Person for borrowed money or which have been incurred in connection with the acquisition of property or assets, (b) obligations secured by any Lien upon property or assets owned by such Person, even though such Person has not assumed or become liable for the payment of such obligations, (c) obligations created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, notwithstanding the fact that the rights and remedies of the seller, lender or lessor under such agreement in the event of default are limited to repossession or sale of property, (d) ~~Capitalized Rentals~~ Finance Lease Obligations, (e) obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (f) obligations of such Person upon which interest charges are customarily paid, (g)

obligations of such Person issued or assumed as the deferred purchase price of property or services ~~and~~, (h) obligations of such Person, actual or contingent, as an account party in respect of letters of credit and bankers' acceptances (other than any such obligations in respect of undrawn amounts under letters of credit in respect of trade payables) and (i) obligations in respect of guarantees of Indebtedness set forth in clauses (a) through (h); provided that trade payables, deferred rental income, repair service provision, deferred taxes, taxes payable, payroll expenses and other accrued expenses incurred in the ordinary course of business shall not constitute Indebtedness.

"Intangible Assets" means, with respect to any Person, all intangible assets of such Person and shall include unamortized debt discount and expense, unamortized deferred charges and goodwill.

"Investment" means any investment, made in cash or by delivery of any kind of property or asset, in any Person, whether by acquisition of shares of stock or similar interest, Indebtedness or other obligation or security, or by loan, advance or capital contribution, or otherwise; provided that notwithstanding the foregoing, for purposes of calculating the financial covenants under the Management Agreement and this Supplement this Exhibit and the definition of each of "Series 2020-1 Manager Default" and "Series 2020-1 Backup Manager Event", Finance Leases are not considered "Investments".

"Lien" means any mortgage, pledge, hypothecation, judgment lien or similar legal process, title retention lien, or other lien or security interest, including the interest of a vendor under any conditional sale or other title retention agreement and the interest of a lessor under any ~~Capitalized~~ Finance Lease.

~~"Long Term Lease" means any lease of real or personal property (other than a Capitalized Lease) having an original term, including any period for which the lease may be renewed or extended at the option of the lessor, of five years or more~~ Operating Lease" means any lease classified as an "operating lease" under GAAP.

~~"Permitted Investments" means (a) Investments in direct United States government or United States agency obligations, (b) Investments in corporate obligations of "AA" quality or better maturing within one year, (c) Investments in certificates of deposit issued by any United States commercial bank, the United States branch of any foreign bank, any United Kingdom commercial bank, HSBC Bank of Bermuda Limited or Bank of N.T. Butterfield & Son Limited, in each case so long as such bank has capital and surplus of not less than the equivalent of \$50,000,000, (d) preferred stock Investments rated "AA" or better, (e) Investments in any state, local or municipal obligations rated "AA" or better or (f) Investments in money market funds that are listed on the National Association of Insurance Commissioners Class I list.~~

"Person" means an individual, partnership, corporation, limited liability company, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof or other entity.

"Rentals" means all fixed rents (including as such all payments which the lessee is obligated to make to the lessor on termination of the lease or surrender of the property) payable

by the Manager or a Restricted Subsidiary, as lessee or sublessee under a lease of real or personal property, but shall be exclusive of any amounts required to be paid by the Manager or a Restricted Subsidiary (whether or not designated as rents or additional rents) on account of maintenance, utilities, repairs, insurance, taxes and similar charges. Fixed rents under any so-called "percentage lease" shall be computed solely on the basis of the minimum rents, if any, required to be paid by the lessee, regardless of sales volume or gross revenues.

~~"Restricted Investments" means the total of (a) the amount of the Manager's Investments in any Unrestricted Subsidiary as shown on the most recent consolidating balance sheet of the Manager, excluding, for purposes of determining the amount of any Investment in any Person, any non-cash gain or loss on any interest rate protection agreement or any similar hedging agreement entered into by such Person resulting from the requirements of Financial Accounting Standard No. 133 or any similar accounting standard, plus (b) the excess, if any, of the amount of all other Investments of the Manager as shown on such balance sheet (other than Permitted Investments) over 25% of then current Consolidated Tangible Net Worth. For purposes of clause (b) above, the original amount of any Investment in a general partnership interest in any general or limited partnership shall be deemed to be the aggregate amount of such partnership's actual and contingent liabilities, as determined in accordance with GAAP.~~

"Restricted Subsidiary" means any Subsidiary that is not an Unrestricted Subsidiary.

~~"Senior Funded Debt" means Funded Debt of the Manager and its Restricted Subsidiaries (determined on a consolidated basis eliminating intercompany items), excluding all Subordinated Funded Debt.~~

~~"Subordinated Funded Debt" means of any Person means all unsecured Funded Debt of such Person and its Restricted Subsidiaries which shall contain or have applicable thereto subordination provisions which are typically contained in subordinated debt agreements.~~

"Subsidiary" means any Person of which or in which the Manager and its other Subsidiaries own directly or indirectly ~~50% or more~~ than 50% of (a) the combined voting power of all classes of stock having general voting power under ordinary circumstances to elect a majority of the board of directors of a Person which is a corporation, (b) the capital, membership or profits interest of a Person which is a limited liability company, partnership, joint venture or similar entity, or (c) the beneficial interest of a Person which is a trust, association or other unincorporated organization.

~~"TAL Group" means, collectively, TAL International Group, Inc., a Delaware corporation, and each of its Subsidiaries (including, as of the Series 2020-1 Closing Date, TAL International Container Corporation, a Delaware corporation, TAL Finance III LLC, a Delaware limited liability company, TAL Advantage V LLC, a Delaware limited liability company, TAL Advantage VI LLC, a Delaware limited liability company, and TAL Advantage VII LLC, a Delaware limited liability company.);~~

"TCIL Credit Agreement" means that certain ~~Tenth~~ Eleventh Restated and Amended Credit Agreement, dated as of ~~May 16, 2019, among the Manager, as borrower~~ October 14, 2021, among TCIL and TAL International Container Corporation, as borrowers, the lenders from time

to time party thereto, Triton HoldCo, as guarantor, and Bank of America, N.A., as administrative agent and an issuer thereunder, and any revolving credit facility that may be entered into from time to time as a replacement for such Credit Agreement; in each case, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time in accordance with its terms.

“Total Debt” means the sum of (a) ~~Total Senior Debt plus (b) Subordinated Funded Debt~~the principal amount outstanding under all Indebtedness of Triton Holdco and its Consolidated Subsidiaries, including capitalized lease obligations and (b) all accrued interest on, and fees in respect of, such Indebtedness. Notwithstanding anything to the contrary herein, Indebtedness consisting of obligations under Interest Rate Hedge Agreements shall not be included in the calculation of Total Debt.

“~~Total Senior Debt~~” ~~means the sum of (a) Senior Funded Debt plus (b) all Current Debt of the Manager and its Restrieted~~Debt Ratio” means, with respect to Triton Holdco and its Consolidated Subsidiaries the ratio of Total Debt to Consolidated Tangible Net Worth.

“Unrestricted Subsidiary” means any Subsidiary that is designated by the Manager as an “Unrestricted Subsidiary” in accordance with the procedures set forth in the TCIL Credit Agreement.

SCHEDULE I TO EXHIBIT G
CONSOLIDATED TANGIBLE NET WORTH

<u>Quarter</u>	<u>Total</u>
<u>Q2 21</u>	<u>[***]</u>
<u>Q3 21</u>	<u>[***]</u>
<u>Q4 21</u>	<u>[***]</u>
<u>Q1 22</u>	<u>[***]</u>
<u>Q2 22</u>	<u>[***]</u>
<u>Q3 22</u>	<u>[***]</u>
<u>Q4 22</u>	<u>[***]</u>
<u>Q1 23</u>	<u>[***]</u>
<u>Q2 23</u>	<u>[***]</u>
<u>Q3 23</u>	<u>[***]</u>
<u>Q4 23</u>	<u>[***]</u>
<u>Q1 24</u>	<u>[***]</u>
<u>Q2 24</u>	<u>[***]</u>
<u>Q3 24</u>	<u>[***]</u>
<u>Q4 24</u>	<u>[***]</u>
<u>Q1 25</u>	<u>[***]</u>
<u>Q2 25</u>	<u>[***]</u>
<u>Q3 25</u>	<u>[***]</u>
<u>Q4 25</u>	<u>[***]</u>
<u>Q1 26</u>	<u>[***]</u>
<u>Q2 26</u>	<u>[***]</u>

* Certain information has been redacted in accordance with Item 601(a)(5) of Regulation S-K as it does not constitute information material to an investment or voting decision.

Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934

As of December 31, 2021, Triton International Limited had six classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended ("Exchange Act"): (i) common shares, \$0.01 par value per share (ii) 8.50% Series A Cumulative Redeemable Perpetual Preference Shares, \$0.01 par value and \$25.00 liquidation preference per share (the "Series A Preference Shares"), (iii) 8.00% Series B Cumulative Redeemable Perpetual Preference Shares, \$0.01 par value and \$25.00 liquidation preference per share (the "Series B Preference Shares"), (iv) 7.375% Series C Cumulative Redeemable Perpetual Preference Shares, \$0.01 par value and \$25.00 liquidation preference per share (the "Series C Preference Shares"), (v) 6.875% Series D Cumulative Redeemable Perpetual Preference Shares, \$0.01 par value and \$25.00 liquidation preference per share (the "Series D Preference Shares") and (vi) 5.75% Series E Cumulative Redeemable Perpetual Preference Shares, \$0.01 par value and \$25.00 liquidation preference per share (the "Series E Preference Shares" and together with the Series A Preference Shares, the Series B Preference Shares, the Series C Preference Shares and the Series D Preference Shares, the "Preference Shares" and each separately, a "series of Preference Shares").

In this description, the terms "the Company," "Triton," "we," "our" or "us" means Triton International Limited.

Description of Capital Stock

The following summary description of our common shares and each series of Preference Shares is based on the applicable provisions of the Bermuda Companies Act, our memorandum of association, as amended ("Memorandum of Association"), our amended and restated bye-laws ("Bye-laws"), and the certificate of designations for each series of Preference Shares establishing the rights, limitations and preferences for the respective series of Preference Shares (each, a "Certificate of Designations"). This description does not purport to be complete and is qualified in its entirety by reference to the full text of the Bermuda Companies Act, as it may be amended from time to time, and to the terms of our Memorandum of Association, Bye-laws and the Certificates of Designations for the Preference Shares, each of which is filed as an exhibit to our Annual Report on Form 10-K of which this exhibit 4.11 forms a part. As used in this description, the terms "Triton," the "Company," "we," "our" and "us" refer to Triton International Limited, a Bermuda exempted company, and do not, unless otherwise specified, include our subsidiaries.

Authorized Capital Stock

General. As of December 31, 2021, our authorized capital stock consisted of 270,000,000 common shares; 800,000 undesignated shares; 3,450,000 Series A Preference Shares; 5,750,000 Series B Preference Shares; 7,000,000 Series C Preference Shares; 6,000,000 Series D Preference Shares; and 7,000,000 Series E Preference Shares.

Common Shares

Liquidation and Preemptive Rights

In the event of a voluntary or involuntary liquidation, dissolution or winding up of Triton, the holders of Triton common shares will be entitled to share equally in any of the assets available for distribution after Triton has paid in full all of its debts and after the holders of all series of Triton's outstanding preferred shares, if any, have received their liquidation preferences in full.

Holders of Triton common shares are not entitled to preemptive rights. The common shares are not convertible into shares of any other class of common shares of Triton.

Dividend Rights

Under Bermuda law, holders of our common shares will be entitled to receive dividends when and as declared by our board of directors out of any funds of the Company legally available for the payment of such dividends, subject to any preferred dividend rights that may exist from time to time. Bermuda law does not permit payment of dividends, or distributions of contributed surplus, by a company if there are reasonable grounds for believing that:

- the company is, or would be, after the payment is made, unable to pay its liabilities as they become due; or
- the realizable value of the company's assets would be less than its liabilities.

Under Triton's Bye-laws, the board of directors has the power to declare dividends or distributions out of contributed surplus, and to determine that any dividend shall be paid in cash or shall be satisfied in paying up in full shares to be issued to the shareholders credited as fully paid or partly paid or partly in one way or partly in the other. The board of directors may also pay any fixed cash dividend whenever the position of the Company justifies such payment.

Voting Rights

Subject to the rights, if any, of the holders of any series of preferred shares, if and when issued and subject to applicable law, each holder of Triton common shares will be entitled to one vote per share and all voting rights will be vested in those holders of record on the applicable record date on all matters voted on by the Triton shareholders. Holders of Triton common shares will have noncumulative voting rights, which means that the holders of more than 50% of the shares voting for the election of directors to the board can elect 100% of the directors to the board and the holders of the remaining shares will not be able to elect any directors to the board.

Meetings of Shareholders

Special general meetings of the shareholders of Triton may be called (i) by the board of directors or (ii) when requisitioned by shareholders pursuant to the provisions of the Bermuda Companies Act. Under the Bermuda Companies Act, the shareholders may requisition a special general meeting, provided they hold at the date of the deposit of the requisition shares representing not less than 10% of the paid-up capital of the company. The requisition must state the purpose of the meeting, and must be signed by the requisitionists and deposited at the registered office of the company. If, within 21 days from the date of the deposit of the requisition, the directors do not proceed to convene a meeting, the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting, which must be convened within three months of the date of the deposit of the requisition.

Restrictions on Transfers of Shares

The board of directors may in its absolute discretion, and without providing a reason, refuse to register the transfer of a share which is not fully paid up. The board of directors may also refuse to register a transfer unless the shares of Triton are (i) listed on an appointed stock exchange (of which the NYSE is one) or (ii) (A) a duly executed instrument of transfer is provided to Triton or Triton's transfer agent accompanied by the certificate (if any has been issued) in respect of the shares to which it relates and by such other evidence as the board of directors may reasonably require to show the right of the transferor to make the

transfer, (B) the instrument of transfer is only in respect of one class of shares, (C) the instrument of transfer is in favor of less than five persons jointly, and (D) all applicable consents, authorizations, permissions or approvals of any governmental body or agency in Bermuda or any other applicable jurisdiction have been obtained (if required). If the board of directors refuses to register a transfer of any share, it must send to the transferee notice of the refusal within three months after the date on which the instrument of transfer was lodged with Triton.

Shares listed on an appointed stock exchange, such as the NYSE, may be transferred by any means permitted by the rules of such exchange.

Election and Removal of Directors

Except in the case of vacancies, each director is elected by the affirmative vote of a majority of the votes cast as the general meeting of shareholders of Triton.

The Bye-laws of Triton provide that any vacancies on the board of directors not filled at any general meeting will be deemed casual vacancies and the board of directors, so long as a quorum of directors remains in office, will have the power at any time and from time to time, to appoint any individual to be a director so as to fill a casual vacancy. A director so appointed will hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, the director will vacate office at the conclusion of the annual general meeting.

Under the Bermuda Companies Act, a director may be removed from office by the shareholders at a special general meeting called for that purpose. The notice of a meeting convened for the purpose of removing a director must contain a statement of intention to do so and be served on such director not less than 14 days before the meeting. The director subject to removal will be entitled to be heard on the motion for his removal.

Amendment of Memorandum of Association

Under the Bermuda Companies Act, the memorandum of association of a company may be amended by the affirmative vote of a majority resolution of the board of directors, but the amendment will not be operative unless and until it is approved at a subsequent general meeting of the shareholders by a resolution approved by the affirmative vote of a majority of the votes cast on such resolution. An amendment to the memorandum of association that alters a company's business objects may require approval by the Bermuda Minister of Finance, who may grant or withhold approval at his or her discretion.

Amendment of Bye-laws

Subject to certain exceptions, the Triton Bye-laws may be revoked or amended by the affirmative vote of a majority resolution of the board of directors, but the revocation or amendment will not be operative unless and until it is approved at a subsequent general meeting of the shareholders of Triton by a resolution approved by the affirmative vote of a majority of the votes cast on such resolution.

Approval of Certain Transactions

Amalgamations and Mergers: Under the Bermuda Companies Act, the amalgamation or merger of a Bermuda company with another company (wherever incorporated) (other than certain affiliated companies) requires the amalgamation or merger to be approved by the board of directors and by its shareholders. The Triton Bye-laws provide that a merger or amalgamation must be approved by (i) the

affirmative vote of a majority of the board of directors and (ii) the affirmative vote of a majority of votes cast at a general meeting of shareholders. For purposes of approval of an amalgamation or merger, all shares, whether or not otherwise entitled to vote, carry the right to vote. Holders of a separate class of shares are entitled to a separate class vote if the rights of such class would be varied by virtue of the amalgamation or merger.

Sale of Assets: The Bermuda Companies Act is silent on whether a company's shareholders are required to approve a sale, lease or exchange of all or substantially all of a company's property and assets. Bermuda law does require, however, that shareholders approve certain forms of mergers and reconstructions.

Takeovers: Bermuda does not have any takeover regulations applicable to shareholders of Bermuda companies.

Preference Shares

General

There are 3,450,000 Series A Preference Shares, 5,750,000 Series B Preference Shares, 7,000,000 Series C Preference Shares, 6,000,000 Series D Preference Shares and 7,000,000 Series E Preference Shares issued and outstanding. We may, without notice to or consent of the holders of the then-outstanding Preference Shares of any series, authorize and issue additional Preference Shares of such series and Junior Securities (as defined below) and, subject to the limitations described under "-Voting Rights," Senior Securities (as defined below) and Parity Securities (as defined below).

The holders of our common shares are entitled to receive, to the extent permitted by law, such dividends as may from time to time be declared by our board of directors; however, no dividend may be declared or paid or set apart for payment on any Junior Securities including our common shares (other than a dividend payable solely in shares of Junior Securities) unless full cumulative dividends have been or contemporaneously are being paid or provided for on all outstanding Preference Shares and any Parity Securities through the most recent respective Dividend Payment Dates.

Upon any liquidation, dissolution or winding up of our affairs, whether voluntary or involuntary, the holders of our common shares are entitled to receive distributions of our assets, after we have satisfied or made provision for our debts and other obligations and for payment to the holders of shares of any class or series of capital stock (including the Preference Shares) having preferential rights to receive distributions of our assets.

The Preference Shares of each series entitle the holders thereof to receive cumulative cash dividends when, as and if declared by our board of directors out of legally available funds for such purpose. Each Preference Share has a fixed liquidation preference of \$25.00 per share plus an amount equal to accumulated and unpaid dividends thereon to the date fixed for payment, whether or not declared. See "-Liquidation Rights."

The Preference Shares represent perpetual equity interests in us and, unlike our indebtedness, do not give rise to a claim for payment of a principal amount at a particular date. As such, the Preference Shares rank junior to all of our indebtedness and other liabilities with respect to assets available to satisfy claims against us.

Except as described below under "-Change of Control-Conversion Right Upon a Change of Control Triggering Event," the Preference Shares are not convertible into common shares or other of our securities and will not have exchange rights or be entitled or subject to any preemptive or similar rights. The Preference Shares

will not be subject to mandatory redemption or to any sinking fund requirements. The Preference Shares will be subject to redemption, in whole or in part, at our option at any time on or after March 15, 2024 in the case of the Series A Preference Shares, September 15, 2024 in the case of the Series B Preference Shares, December 15, 2024 in the case of the Series C Preference Shares, March 15, 2025 in the case of the Series D Preference Shares and September 15, 2026 or in connection with a Rating Agency Event (as defined herein) in the case of the Series E Preference Shares. See “-Redemption.”

We have appointed Computershare Trust Company, N.A. as the paying agent (the “Paying Agent”), and the registrar and transfer agent (the “Registrar and Transfer Agent”) for the Preference Shares. The address of the Paying Agent is PO Box 505000, Louisville, KY 40233.

Ranking

Each series of Preference Shares will, with respect to anticipated quarterly dividends and distributions upon the liquidation, winding up and dissolution of our affairs, rank:

- senior to our common shares and to each other class or series of capital stock established after the original issue date of such series of Preference Shares that is not expressly made senior to, or on parity with, such series of Preference Shares as to the payment of dividends and amounts payable upon liquidation, dissolution or winding up, whether voluntary or involuntary (“Junior Securities”);
- on a parity with the other series of Preference Shares and any other class or series of capital stock established after the original issue date of such series of Preference Shares that is expressly made equal to such series of Preference Shares as to the payment of dividends and amounts payable upon liquidation, dissolution or winding up, whether voluntary or involuntary (“Parity Securities”); and
- junior to all of our indebtedness and other liabilities with respect to assets available to satisfy claims against us and junior to each class or series of capital stock expressly made senior to such series of Preference Shares as to the payment of dividends and amounts payable upon liquidation, dissolution or winding up, whether voluntary or involuntary (such classes or series of capital stock referred to herein as (“Senior Securities”).

We may issue Junior Securities from time to time in one or more series without the consent of the holders of any series of Preference Shares. We may also issue any Parity Securities as long as the cumulative dividends on the Preference Shares are not in arrears. Our board of directors has the authority to determine the preferences, powers, qualifications, limitations, restrictions and special or relative rights or privileges, if any, of any such series before the issuance of any shares of that series. Our board of directors will also determine the number of shares constituting each series of securities. Our ability to issue Senior Securities is limited as described under “-Voting Rights.”

Liquidation Rights

The holders of Preference Shares will be entitled, in the event of any liquidation, dissolution or winding up of our affairs, whether voluntary or involuntary, to receive the liquidation preference of \$25.00 per share in cash plus an amount equal to accumulated and unpaid dividends thereon to the date fixed for payment of such amount (whether or not declared), and no more, before any distribution will be made to the holders of our common shares or any other Junior Securities. A consolidation or merger of us with or into any other entity, individually or in a series of transactions, will not be deemed a liquidation, dissolution or winding up of our affairs for this purpose. In the event that our assets available for distribution to holders of the Preference Shares and any other Parity Securities are insufficient to permit payment of all required amounts, our assets then remaining will be distributed among the Preference Shares and any Parity Securities, as applicable, ratably on the basis of their relative aggregate liquidation preferences. After payment of all required amounts to the holders of the outstanding Preference Shares and other Parity Securities, our remaining assets and

funds will be distributed among the holders of the common shares and any other Junior Securities then outstanding according to their respective rights.

Voting Rights

Each series of Preference Shares will have no voting rights except as set forth below or as otherwise provided by Bermuda law. In the event that dividends payable on the Preference Shares of any series are in arrears for six or more quarterly periods, whether or not consecutive, holders of the Preference Shares of such series (voting together as a class with the other series of Preference Shares and all other classes or series of Parity Securities upon which like voting rights have been conferred and are exercisable) will be entitled to elect two additional directors to serve on our board of directors, and the size of our board of directors will be increased as needed to accommodate such change (unless the size of our board of directors has already been increased by reason of the election of directors by holders of Parity Securities upon which like voting rights have been conferred and with which such series of A Preference Shares voted as a class for the election of such directors). Dividends payable on the Preference Shares of any series will be considered to be in arrears for any quarterly period for which full cumulative dividends through the most recent Dividend Payment Date have not been paid on all outstanding Preference Shares of such series. The right of such holders of Preference Shares of any series to elect two members of our board of directors will continue until such time as there are no accumulated and unpaid dividends in arrears on such series of Preference Shares, at which time such right will terminate, subject to reversion in the event of each and every subsequent failure to pay six quarterly dividends as described above. Upon any termination of the right of the holders of Preference Shares of any series and any other Parity Securities to vote as a class for such directors, the term of office of such directors then in office elected by such holders voting as a class will terminate immediately. Any directors elected by the holders of the Preference Shares of any series and any other Parity Securities shall each be entitled to one vote on any matter before our board of directors.

Subject to the Companies Act 1981 of Bermuda, as amended, none of the special rights attached to the Preference Shares of any series may be altered or abrogated by any amendment to the Company's Bye-laws or the Certificate of Designations for such series of Preference Shares without (i) the consent in writing of the holders of not less than seventy-five percent (75%) of the issued and outstanding Preference Shares of such series, voting as a single class or (ii) the sanction of a resolution passed, (A) in the case of the issued and outstanding Series E Preference Shares, at a separate general meeting of the holders of the Series E Preference Shares voting in person or by proxy, and (B) in the case of all other issued and outstanding Preference Shares, by not less than seventy-five percent (75%) of the issued and outstanding Preference Shares of such series, voting as a single class, at a separate general meeting of the holders of Preference Shares of such series voting in person or by proxy.

In addition, unless we have received the affirmative vote or consent of the holders of at least two-thirds of the outstanding Preference Shares of any series, voting as a class together with holders of any other Parity Securities upon which like voting rights have been conferred and are exercisable, we may not:

- issue any Parity Securities if the cumulative dividends payable on outstanding Preference Shares of such series are in arrears; or
- create or issue any Senior Securities.

For the avoidance of doubt, we do not need to obtain the affirmative vote or consent of holders of any shares of Preference Shares to issue any debt securities, or incur any other indebtedness or other liabilities.

On any matter described above in which the holders of the Preference Shares of any series are entitled to vote as a class, such holders will be entitled to one vote per share. Any Preference Shares held by us or any of our subsidiaries or affiliates will not be entitled to vote.

Preference Shares held in nominee or street name account will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and his nominee provides otherwise.

Dividends

Dividend Rate

Holders of Preference Shares of each series will be entitled to receive, when, as and if declared by our board of directors or any authorized committee thereof, out of legally available funds for such purpose, cumulative cash dividends at the rate of (i) 8.50% per annum of the \$25.00 liquidation preference per share, or \$2.1250 per share per year, (ii) 8.00% per annum of the \$25.00 liquidation preference per share, or \$2.00 per share per year, (iii) 7.375% per annum of the \$25.00 liquidation preference per share, or \$1.84375 per share per year, (iv) 6.875% per annum of the \$25.00 liquidation preference per share, or \$1.71875 per share per year and (v) 5.75% per annum of the \$25.00 liquidation preference per share, or \$1.4375 per share per year, in each case, payable on each Dividend Payment Date.

Dividend Payment Dates

The “Dividend Payment Dates” for each series of Preference Shares will be the 15th day of each March, June, September and December. Dividends for each series of Preference Shares will accumulate in each dividend period from and including the preceding Dividend Payment Date or the initial issue date, as the case may be, to but excluding the applicable Dividend Payment Date for such dividend period. In the case of the Series A Preference Shares and the Series B Preference Shares, dividends will accrue on accumulated dividends not paid on any Dividend Payment Date at the applicable dividend rate. Dividends on the Preference Shares will be payable based on a 360-day year consisting of twelve 30-day months.

If any Dividend Payment Date is not a Business Day, then the dividend which would otherwise have been payable on such Dividend Payment Date will be paid on the next succeeding Business Day, and no additional dividends or other sums will accrue on the amount so payable for the period from and after such Dividend Payment Date to that next succeeding Business Day.

“Business Day” means any day on which the NYSE is open for trading and which is not a Saturday, a Sunday or other day on which banks in New York City or Bermuda are authorized or required by law to close.

Payment of Dividends

On each Dividend Payment Date, we will pay those dividends, if any, on the Preference Shares of each series that have been declared by our board of directors to the holders of such shares as such holders’ names appear on our stock transfer books maintained by the Registrar and Transfer Agent on the applicable Record Date. The applicable record date (or Record Date) will be the close of business, New York City time, on the fifth Business Day immediately preceding the applicable Dividend Payment Date, except that in the case of payments of dividends in arrears, the Record Date with respect to a Dividend Payment Date will be such date and time as may be designated by our board of directors.

No dividend may be declared or paid or set apart for payment on any Junior Securities (other than a dividend payable solely in shares of Junior Securities) unless full cumulative dividends have been or contemporaneously are being paid or provided for on all outstanding Preference Shares and any Parity Securities through the most recent respective dividend payment dates. Accumulated dividends in arrears for any past dividend period for any series of Preference Shares may be declared by our board of directors and paid on any date fixed by our board of directors, whether or not a Dividend Payment Date, to holders of the Preference Shares of such series on the record date for such payment, which may not be more than 60 days,

nor less than 15 days, before such payment date. Subject to the next succeeding sentence, if all accumulated dividends in arrears on all outstanding Preference Shares and any Parity Securities have not been declared and paid, or sufficient funds for the payment thereof have not been set apart, payment of accumulated dividends in arrears will be made in order of their respective dividend payment dates, commencing with the earliest. If less than all dividends payable with respect to all Preference Shares and any Parity Securities are paid, any partial payment will be made pro rata with respect to the Preference Shares of each series and any Parity Securities entitled to a dividend payment at such time in proportion to the aggregate amounts remaining due in respect of such shares at such time. Holders of the Preference Shares will not be entitled to any dividend, whether payable in cash, property or stock, in excess of full cumulative dividends. Except insofar as dividends accrue on the amount of any accumulated and unpaid dividends as described under “-Dividends-Dividend Rate” with respect to the Series A Preference Shares and the Series B Preference Shares, no interest or sum of money in lieu of interest will be payable in respect of any dividend payment which may be in arrears on the Preference Shares.

Change of Control

Optional Redemption Upon a Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event (as defined below), we may, at our option, redeem the Preference Shares of any series in whole or in part within 120 days after the first date on which such Change of Control Triggering Event occurred (the “Change of Control Redemption Period”), by paying the liquidation preference of \$25.00 per Preference Share of each such series, plus all accumulated and unpaid dividends on each such series of Preference Shares to, but not including, the redemption date, whether or not declared. If, prior to the Change of Control Conversion Date (as defined below), we exercise our right to redeem the Preference Shares of any series as described in the immediately preceding sentence or as described below under “-Redemption,” holders of the Preference Shares of such series we have elected to redeem will not have the conversion right described below under “-Conversion Right Upon a Change of Control Triggering Event.” Any cash payment to holders of Preference Shares of any series will be subject to the limitations contained in any agreements governing our indebtedness.

“Change of Control” means the occurrence of either of the following after the original issue date of the Preference Shares of each series:

- the direct or indirect lease, sale, transfer, conveyance or other disposition (other than by way of merger, consolidation or business combination), in one or a series of related transactions, of all or substantially all of the properties or assets of us and our subsidiaries taken as a whole to any “person” (as that term is used in Section 13(d)(3) of the Exchange Act); or
- the consummation of any transaction (including, without limitation, any merger, consolidation or business combination), the result of which is that any person (as defined above), becomes the beneficial owner, directly or indirectly, of more than 50% of the voting interests of us, measured by voting power rather than percentage of interests.

“Change of Control Triggering Event” means, with respect to each series of Preference Shares, the occurrence of a Change of Control that is accompanied or followed by either a downgrade by one or more gradations (including both gradations within ratings categories and between ratings categories) or a withdrawal of the rating of such series of Preference Shares within the Ratings Decline Period (in any combination) by the Named Rating Agency (as defined below) then rating such series of Preference Shares, as a result of which the rating of such series of Preference Shares on any day during the Ratings Decline Period is withdrawn or is below the rating by such Named Rating Agency in effect immediately preceding the first public

announcement of the Change of Control (or occurrence thereof if such Change of Control occurs prior to public announcement).

“Named Rating Agency” means with respect to each series of Preference Shares:

1. S&P; and
2. if S&P ceases to rate such series of Preference Shares or fails to rate such series of Preference Shares, as the case may be, for reasons outside of our control, a “nationally recognized statistical rating organization” as defined in Section 3(a)(62) under the Exchange Act selected by us as a replacement agency for S&P.

“Ratings Decline Period” means the period that (i) begins on the occurrence of a Change of Control and (ii) ends 60 days following consummation of such Change of Control.

“S&P” means S&P Global Ratings, a division of S&P Global Inc.

Conversion Right Upon a Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, each holder of Preference Shares of each series will have the right (unless we have provided notice of our election to redeem Preference Shares of such series as described above under “-Optional Redemption upon a Change of Control Triggering Event” or below under “-Redemption”) to convert some or all of the Preference Shares of such series held by such holder on the Change of Control Conversion Date into a number of our common shares per Preference Share of such series to be converted equal (the “Common Share Conversion Consideration”) to the lesser of:

- the quotient obtained by dividing (i) the sum of the \$25.00 liquidation preference plus the amount of any accumulated and unpaid dividends on such series of Preference Shares to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for the Preference Share dividend payment and prior to the corresponding Preference Share dividend payment date, in which case no additional amount for such accumulated and unpaid dividend will be included in this sum) by (ii) the Common Share Price (as defined below), and
- (i) 1.53657 in the case of the Series A Preference Shares, (ii) 1.58178 in the case of the Series B Preference Shares, (iii) 1.35685 in the case of the Series C Preference Shares, (iv) 1.26968 in the case of the Series D Preference Shares and (v) 0.93668 in the case of the Series E Preference Shares, subject, in each case, to certain adjustments and to provisions for (i) the payment of any Alternative Conversion Consideration (as defined below) and (ii) splits, combinations and dividends in the form of equity issuances.

In the case of a Change of Control pursuant to which our common shares will be converted into cash, securities or other property or assets (including any combination thereof), a holder of Preference Shares of any series electing to exercise its Change of Control Conversion Right (as defined below) will receive upon conversion of such Preference Shares elected by such holder the kind and amount of such consideration that such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of our common shares equal to the Common Share Conversion Consideration for such Preference Shares immediately prior to the effective time of the Change of Control, which we refer to as the “Alternative Conversion Consideration”; *provided, however*, that if the holders of our common shares have the opportunity to elect the form of consideration to be received in the Change of Control, the consideration that the holders of Preference Shares of any series electing to exercise their Change of Control Conversion Right will receive will be the form and proportion of the aggregate consideration elected by the holders of our common shares who participate in the determination (based on the weighted average of elections) and will be subject to any limitations to which all holders of our common shares are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control. We will not issue

fractional common shares upon the conversion of the Preference Shares of any series. Instead, we will pay the cash value of such fractional shares.

If we provide a redemption notice, whether pursuant to our special optional redemption right in connection with a Change of Control Triggering Event as described under “-Optional Redemption upon a Change of Control Triggering Event” or our optional redemption rights as described below under “-Redemption,” holders of Preference Shares of any series will not have any right to convert the Preference Shares of such series that we have elected to redeem and any Preference Shares of such series subsequently selected for redemption that have been tendered for conversion pursuant to the Change of Control Conversion Right will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date.

Within five days following the expiration of the Change of Control Redemption Period (or, if we waive our right to redeem the Preference Shares of any series prior to the expiration of the Change of Control Redemption Period, within five days following the date of such waiver), we will provide to the holders of the Preference Shares of each series written notice of the occurrence of the Change of Control Triggering Event that describes the resulting Change of Control Conversion Right. This notice will state the following:

- the events constituting the Change of Control Triggering Event;
- the date of the Change of Control Triggering Event;
- the date on which the Change of Control Redemption Period expired or was waived;
- the last date on which the holders of Preference Shares may exercise their Change of Control Conversion Right;
- the method and period for calculating the Common Share Price;
- the Change of Control Conversion Date;
- if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per Preference Share of each series; and
- the procedure that the holders of Preference Shares must follow to exercise the Change of Control Conversion Right.

We will issue a press release for publication through a news or press organization as is reasonably expected to broadly disseminate the relevant information to the public, or post notice on our website, in any event prior to the opening of business on the first Business Day following any date on which we provide the notice described above to the holders of the Preference Shares.

Holders of Preference Shares that choose to exercise their Change of Control Conversion Right will be required prior to the close of business on the third Business Day preceding the Change of Control Conversion Date, to notify us of the number of Preference Shares to be converted and otherwise to comply with any applicable procedures contained in the notice described above or otherwise required by the Securities Depositary for effecting the conversion.

“Change of Control Conversion Right” means the right of a holder of Preference Shares of any series to convert some or all of the Preference Shares of such series held by such holder on the Change of Control Conversion Date into a number of our common shares per Preference Share of such series pursuant to the conversion provisions in the Certificate of Designation with respect to such series of Preference Shares.

“Change of Control Conversion Date” means the date fixed by the board of directors, in its sole discretion, as the date the Preference Shares are to be converted, which will be a Business Day that is no fewer than 20 days nor more than 35 days after the date on which we provide the notice described above to holders of the Preference Shares.

“Common Share Price” means (i) the amount of cash consideration per common share, if the consideration to be received in the Change of Control by the holders of our common shares is solely cash; and (ii) the average of the closing prices for our common shares on the NYSE for the ten consecutive trading days immediately preceding, but not including, the Change of Control Conversion Date, if the consideration to be received in the Change of Control by the holders of our common shares is other than solely cash.

Notwithstanding the foregoing, the holders of Preference Shares of each series will not have a conversion right upon a Change of Control if (i) the acquiror has shares listed or quoted on the NYSE, the NYSE American or NASDAQ or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE American or NASDAQ, and (ii) the Preference Shares of such series remain continuously listed or quoted on the NYSE, the NYSE American or NASDAQ or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE American or NASDAQ.

Redemption

Optional Redemption

Commencing on (i) March 15, 2024 in the case of the Series A Preference Shares, (i) September 15, 2024 in the case of the Series B Preference Shares, (iii) December 15, 2024 in the case of the Series C Preference Shares, (iv) March 15, 2025 in the case of the Series D Preference Shares and (v) September 15, 2026 in the case of the Series E Preference Shares, we may redeem, at our option, in whole or in part, the Preference Shares of any series at a redemption price in cash equal to \$25.00 per share plus an amount equal to all accumulated and unpaid dividends thereon to, but not including, the date of redemption, whether or not declared. Any such optional redemption shall be effected only out of funds legally available for such purpose. We may undertake multiple partial redemptions.

We may also redeem the Preference Shares of any series under the terms set forth under “-Change of Control-Optional Redemption Upon a Change of Control Triggering Event.”

Optional Redemption Following a Rating Agency Event

We may, at our option, redeem the Series E Preference Shares in whole but not in part, at any time within 120 days after the conclusion of any review or appeal process instituted by us following the occurrence of a Rating Agency Event, or, if no review or appeal process is available or sought with respect to such Rating Agency Event, at any time within 120 days after the occurrence of such Rating Agency Event, at a redemption price in cash equal to \$25.50 per share, plus all accumulated and unpaid dividends thereon to, but excluding, the date fixed for redemption, whether or not declared.

A “Rating Agency Event” means that any “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) of the Exchange Act that then publishes a rating for us amends, clarifies or changes the methodology or criteria that it employed for purposes of assigning equity credit to securities such as the Series E Preference Shares on the original issue date of the Series E Preference Shares (the “current methodology”), which amendment, clarification or change either (i) shortens the period of time during which equity credit pertaining to the Series E Preference Shares would have been in effect had the current methodology not been changed or (ii) reduces the amount of equity credit assigned to the Series E Preference Shares as compared with the amount of equity credit that such rating agency had assigned to the Series E Preference Shares as of the original issue date.

We may also redeem the Series E Preference Shares under the terms set forth under “—Change of Control—Optional Redemption Upon a Change of Control Triggering Event.”

Redemption Procedures

We will give notice of any redemption by mail, postage prepaid, not less than 30 days and not more than 60 days before the scheduled date of redemption, to the holders of any shares to be redeemed as such holders’ names appear on our share transfer books maintained by the Registrar and Transfer Agent at the address of such holders shown therein. Such notice

shall state: (1) the redemption date, (2) the number of Preference Shares of the applicable series to be redeemed and, if less than all issued and outstanding Preference Shares of the applicable series are to be redeemed, the number (and the identification) of shares to be redeemed from such holder, (3) the redemption price, (4) the place where the Preference Shares of the applicable series are to be redeemed and shall be presented and surrendered for payment of the redemption price therefor and (5) that dividends on the shares to be redeemed will cease to accumulate from and after such redemption date.

If fewer than all of the issued and outstanding Preference Shares of any series are to be redeemed, the number of shares to be redeemed will be determined by us, and such shares will be redeemed by such method of selection as the Securities Depository shall determine, pro rata or by lot, with adjustments to avoid redemption of fractional shares. So long as all Preference Shares of any series are held of record by the nominee of the Securities Depository, we will give notice, or cause notice to be given, to the Securities Depository of the number of Preference Shares of such series to be redeemed, and the Securities Depository will determine the number of Preference Shares of such series to be redeemed from the account of each of its participants holding such shares in its participant account. Thereafter, each participant will select the number of shares to be redeemed from each beneficial owner for whom it acts (including the participant, to the extent it holds Preference Shares of such series for its own account). A participant may determine to redeem Preference Shares of the applicable series from some beneficial owners (including the participant itself) without redeeming Preference Shares of such series from the accounts of other beneficial owners.

If we give or cause to be given a notice of redemption for any series of Preference Shares, then we will deposit with the Paying Agent funds sufficient to redeem the Preference Shares of such series as to which notice has been given by the close of business, New York City time, no later than the Business Day immediately preceding the date fixed for redemption, and will give the Paying Agent irrevocable instructions and authority to, pay the redemption price to the holder or holders thereof upon surrender or deemed surrender (which will occur automatically if the certificate representing such shares is issued in the name of the Securities Depository or its nominee) of the certificates therefor. If notice of redemption shall have been given, unless we default in providing funds sufficient for such redemption at the time and place specified for payment pursuant to the notice, all dividends on such shares will cease to accumulate and all rights of holders of such shares as our shareholders will cease, except the right to receive the redemption price, including an amount equal to accumulated and unpaid dividends through the date fixed for redemption, whether or not declared. We will be entitled to receive from the Paying Agent the interest income, if any, earned on such funds deposited with the Paying Agent (to the extent that such interest income is not required to pay the redemption price of the shares to be redeemed), and the holders of any shares so redeemed will have no claim to any such interest income. Any funds deposited with the Paying Agent hereunder by us for any reason, including, but not limited to, redemption of Preference Shares of any series, that remain unclaimed or unpaid after two years after the applicable redemption date or other payment date, shall be, to the extent permitted by law, repaid to us upon our written request, after which repayment the holders of the applicable Preference Shares entitled to such redemption or other payment shall have recourse only to us.

If only a portion of the Preference Shares of any series represented by a certificate has been called for redemption, upon surrender of the certificate to the Paying Agent (which will occur automatically if the certificate representing such shares is registered in the name of the Securities Depository or its nominee), the Paying Agent will issue to the holder of such shares a new certificate (or adjust the applicable book-entry account) representing the number of Preference Shares of such series represented by the surrendered certificate that have not been called for redemption.

Notwithstanding any notice of redemption, there will be no redemption of any Preference Shares called for redemption until funds sufficient to pay the full redemption price of such shares, including all accumulated and unpaid dividends to the date fixed for redemption, whether or not declared, have been deposited by us with the Paying Agent.

We and our affiliates may from time to time purchase the Preference Shares of any series, subject to compliance with all applicable securities and other laws. Any shares repurchased and cancelled by us will revert to the status of authorized but unissued preference shares, undesignated as to series.

Notwithstanding the foregoing, in the event that any dividends on the Preference Shares of any series and any Parity Securities are in arrears, we may not repurchase, redeem or otherwise acquire, in whole or in part, any Preference Shares or Parity Securities except pursuant to a purchase or exchange offer made on the same terms to all holders of Preference Shares and any Parity Securities. Common shares and any other Junior Securities may not be redeemed, repurchased or

otherwise acquired unless there are no dividends on the Preference Shares of each series and any Parity Securities in arrears.

No Sinking Fund

The Preference Shares do not have the benefit of any sinking fund.

[CERTAIN INFORMATION AND ATTACHMENTS TO THIS EXHIBIT, MARKED BY [***], HAVE BEEN OMITTED IN ACCORDANCE WITH ITEM 601(A)(5) OF REGULATION S-K AS THEY DO NOT CONTAIN INFORMATION MATERIAL TO AN INVESTMENT OR VOTING DECISION.]

EXECUTION VERSION

AMENDMENT NUMBER 4 TO LOAN AND SECURITY AGREEMENT

AMENDMENT NUMBER 4 TO LOAN AND SECURITY AGREEMENT, dated as of December 20, 2021 (this "Amendment"), is made and entered into by and among TIF FUNDING LLC, a limited liability company organized under the laws of the State of Delaware (the "Borrower"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "Collateral Agent") and each of the Lenders party hereto.

RECITALS:

WHEREAS, reference is made to the Loan Agreement, dated as of December 13, 2018 (as amended by Amendment Number 1, dated as of February 8, 2019, as amended by Amendment Number 2, dated as of November 4, 2019, as amended by Omnibus Amendment Number 1, dated as of November 13, 2020, and as it may be amended, supplemented or otherwise modified from time to time after the date hereof, the "Loan Agreement"), by and among the Borrower, the lenders from time to time party thereto, the Administrative Agent and the Collateral Agent;

WHEREAS, the Majority Lenders wish to consent to certain amendments to the Intercreditor Collateral Agreement and the Collateral Agent, acting at the direction of the Majority Lenders, wishes to approve certain amendments to the Management Agreement in order to conform the Management Agreement to the terms of the Intercreditor Collateral Agreement; and

WHEREAS, the Borrower, the Administrative Agent, the Collateral Agent and the Lenders desire to amend the Loan Agreement in order to conform the terms of the Loan Agreement to the terms of the Intercreditor Collateral Agreement.

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

SECTION 1. *Defined Terms; Interpretation; Etc.* Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Loan Agreement. This Amendment constitutes a "Transaction Document", as defined in the Loan Agreement.

SECTION 2. *Amendments to Loan Agreement.* Effective on the Amendment Effective Date, the Loan Agreement is amended in accordance with the copy of the Loan Agreement attached hereto as Exhibit A, wherein all deletions from the Loan Agreement are indicated in ~~strikethrough format~~ and all additions to the Loan Agreement are indicated in double underlined format.

SECTION 3. *Consent to Amendment to Intercreditor Collateral Agreement.* In accordance with Section 635 of the Loan Agreement, the Lenders party to this Amendment, representing in aggregate the Majority Lenders, hereby (i) consent to the Borrower's entry into the Second Amended and Restated Intercreditor Collateral Agreement, in substantially the form attached hereto as Exhibit B (the "Intercreditor Collateral Agreement") and (ii) direct the Collateral Agent to execute the Intercreditor Collateral Agreement.

SECTION 4. ***Consent to Amendment to Management Agreement.*** The Lenders party to this Amendment, representing in aggregate the Majority Lenders, hereby direct the Collateral Agent to approve the amendment to the Management Agreement in substantially the form attached hereto as Exhibit C, and the Collateral Agent, pursuant to such direction from the Majority Lenders, hereby approves such amendments.

SECTION 5. ***Conditions Precedent to Effectiveness of Amendment.*** This Amendment shall become effective as of the date on which the following conditions precedent are satisfied (such date, the “Amendment Effective Date”): (a) the Administrative Agent shall have received a counterpart of this Amendment duly executed and delivered by the Borrower, the Administrative Agent, the Collateral Agent and Lenders representing in aggregate the Majority Lenders, and (b) the Collateral Agent shall have received an Officer’s Certificate and an Opinion of Counsel as to the permissibility of this Amendment under the Loan Agreement, each in form and substance reasonably satisfactory to the Collateral Agent.

The Administrative Agent shall notify the Borrower and the Lenders of the Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 6. ***Representations and Warranties.*** In order to induce the Lenders, the Collateral Agent and the Administrative Agent to enter into this Amendment, the Borrower hereby represents and warrants to the Lenders, the Collateral Agent and the Administrative Agent on and as of the Amendment Effective Date that:

(a) ***Existence, Qualification and Power.*** The Borrower (i) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of the jurisdiction of its organization, and (ii) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Amendment.

(b) ***Authorization; No Contravention.*** The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) contravene the terms of its certificate or articles of incorporation or organization or other applicable constitutive documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (x) any material contractual obligation to which the Borrower is a party or affecting the Borrower or the properties of the Borrower or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower or its property is subject or (c) violate any law in any material respect.

(c) ***Governmental Authorization; Other Consents.*** No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Borrower of this Amendment, except for such approvals, consents, exemptions, authorizations, actions or notices that have been duly obtained, taken or made and in full force and effect.

(d) ***Execution and Delivery; Binding Effect.*** This Amendment has been duly executed and delivered by the Borrower. This Amendment constitutes, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except

as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting creditors' rights generally and by general principles of equity.

(e) ***Incorporation of Representations and Warranties.*** The representations and warranties of the Borrower set forth in the Loan Agreement and in any other Transaction Document are true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of the Amendment Effective Date (or, in the case of any such representation or warranty expressly stated to have been made as of a specific date, as of such specific date).

SECTION 7. ***Reaffirmation of Security Interests.*** The Borrower hereby acknowledges its receipt of a copy of this Amendment and its review of the terms and conditions hereof and consents to the terms and conditions of this Amendment and the transactions contemplated thereby. The Borrower hereby (a) affirms and confirms its pledges, grants and other undertakings under the Loan Agreement and the other Transaction Documents to which it is a party, and (b) agrees that (i) each Transaction Document to which it is a party shall continue to be in full force and effect and (ii) all pledges, grants and other undertakings thereunder shall continue to be in full force and effect and shall accrue to the benefit of the Collateral Agent, for the benefit of the Secured Parties.

SECTION 8. ***Expenses; Indemnity.*** Sections 1304 and 1318 of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*, as if such Sections were set forth in full herein.

SECTION 9. ***Miscellaneous.***

(a) ***Amendment, Modification and Waiver.*** This Amendment may not be amended and no provision hereof may be waived except pursuant to a writing signed by each of the parties hereto.

(b) ***Entire Agreement.*** This Amendment, the Loan Agreement, as amended hereby, and the other Transaction Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

(c) ***Governing Law.*** This Amendment and any claims controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) ***Jurisdiction.*** The Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, any Lender or any related party of the foregoing in any way relating to this Amendment or any other Transaction Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal

court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Amendment or in any other Transaction Document shall affect any right that the Administrative Agent or Lender may otherwise have to bring any action or proceeding relating to this Amendment or any other Transaction Document against the Borrower or its properties in the courts of any jurisdiction.

(e) ***Waiver of Venue.*** The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Amendment or any other Transaction Document in any court referred to in paragraph (f) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(f) ***Service of Process.*** Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 1307 of the Loan Agreement. Nothing in this Amendment or any other Transaction Document will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

(g) ***WAIVER OF JURY TRIAL.*** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(h) ***Severability.*** Any term or provision of this Amendment that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction. If any provision of this Amendment is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

(i) ***Counterparts; Integration; Signatures.*** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment and the other Transaction Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Amendment shall become effective when it shall have been executed by the Administrative Agent and when the

Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. This Amendment may be executed by an authorized individual on behalf of each party hereto by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, in each case to the extent applicable; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any electronic signature or faxed, scanned, or photocopied manual signature of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. Notwithstanding the foregoing, with respect to any notice provided for in this Agreement or any instrument required or permitted to be delivered hereunder, any party hereto receiving or relying upon such notice or instrument shall be entitled to request execution thereof by original manual signature as a condition to the effectiveness thereof.

(j) **Headings.** The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

(k) **Reference to and Effect on the Loan Agreement and the Other Transaction Documents.** On and after the Amendment Effective Date, each reference in the Loan Agreement to “this Agreement”, “hereunder”, “herein” or words of like import referring to the Loan Agreement, and each reference in the other Transaction Documents to the “Loan Agreement”, “thereunder”, “thereof” or words of like import referring to the Loan Agreement shall mean and be a reference to the Loan Agreement as amended or supplemented by this Amendment. Except as specifically amended by this Amendment, the Loan Agreement and the other Transaction Documents shall remain in full force and effect and are hereby ratified and confirmed and this Amendment shall not be considered a novation. The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Administrative Agent or Lender under, the Loan Agreement or any of the other Transaction Documents. This Amendment shall be deemed to be a Transaction Document as defined in the Loan Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

TIF FUNDING LLC,
as Borrower

By: Triton Container International Limited, its manager

By: /s/ Michael S. Pearl
Name: Michael S. Pearl
Title: Vice President and Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: /s/ Robert J. Perkins
Name: Robert J. Perkins
Title: Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: /s/ John Fulvimar
Name: John Fulvimar
Title: Director

WELLS FARGO, BANK, NATIONAL
ASSOCIATION, as a Lender

By: /s/ John Fulvimar
Name: John Fulvimar
Title: Director

CITIZENS BANK, NATIONAL ASSOCIATION, as a
Lender

By: /s/ Gordon Wong
Name: Gordon Wong
Title: Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as a Lender

By: /s/ Patrick Duggan
Name: Patrick Duggan
Title: Authorized Signatory

By: /s/ Jason Ruchelsman
Name: Jason Ruchelsman
Title: Authorized Signatory

ING BELGIUM SA/NV, as a Lender

By: /s/ Luc Missoorten
Name: Luc Missoorten
Title:

By: /s/ Isabel Frits
Name: Isabel Frits
Title: Head of Lending BeLux

MIZUHO BANK, LTD., as a Lender

By: /s/ Richard A. Burke
Name: Richard A. Burke
Title: Managing Director

BANK OF AMERICA, N.A., as a Lender

By: /s/ Bradley Sohl
Name: Bradley Sohl
Title: Director

PNC BANK NATIONAL ASSOCIATION, as a
Lender

/s/ Roger Yuen
Name: Roger Yuen
Title: Senior Vice President

REGIONS BANK, as a Lender

/s/ Josh Aycox

Name: Josh Aycox
Title: Vice President

Exhibit A

Amendments to Loan Agreement

[Attached]

CONFORMED COPY
Amendment Number 1, 2/8/19
Amendment Number 2, 11/4/19
Omnibus Amendment Number 1, 11/13/20
Form of AICCA - Conforming Amendment
Amendment Number 4, 12/20/21

LOAN AND SECURITY AGREEMENT

among

TIF FUNDING LLC,

as Borrower

the LENDERS from time to time party hereto,

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Administrative Agent and

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Collateral Agent and Securities Intermediary

Dated as of December 13, 2018

“Adjusted Net Book Value”: With respect to any Managed Containers being sold, an amount equal to the difference of (x) the sum of the respective Net Book Values of such Managed Containers at the time of sale, minus (y) any insurance proceeds, amounts paid by lessees or other Collections received by the Borrower in respect of any damage to such Managed Container which was not repaired prior to sale or in respect of any failure of the lessee to make repairs which were not made prior to sale.

“Administrative Agent”: Wells Fargo Bank, National Association and its permitted successors and assigns.

“Administrative Agent Fee”: This term shall have the meaning given thereto in the Administrative Agent Fee Letter.

“Administrative Agent Fee Letter”: That certain administrative agent fee letter, dated as of the Closing Date, between the Administrative Agent and the Borrower.

“Advance Rate”: As of any date of determination, eighty one percent (81%), provided that upon the occurrence of the Conversion Date, the Advance Rate shall be reduced each month thereafter until the Final Maturity Date on a straight-line basis in an amount equal to 0.20833% per month (or two and one half percent (2.5%) per annum).

“Affected Borrowing”: The meaning specified in Section 301(m)(2).

“Affiliate”: With respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, control, when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms controlling and controlled have meanings correlative to the foregoing.

“Aggregate Commitment”: As of any date of determination, an amount equal to the sum of the Commitments of all Lenders.

“Aggregate Loan Principal Balance”: As of any date of determination, an amount equal to the sum of the unpaid principal balance of all Loans then Outstanding.

“Aggregate Net Book Value”: As of any date of determination, the sum of the Net Book Values (such Net Book Values to be measured as of the last day of the month immediately preceding such date of determination) of all Eligible Containers.

“Amendment Number 3 Effective Date”: The “Amendment Effective Date” under and as defined in Amendment Number 3 to Loan and Security Agreement, dated as of November 13, 2020, among the Borrower, the Collateral Agent, the Administrative Agent and the Lenders party thereto.

“Ancillary Fees”: [All fees paid to and received by the Manager under Lease Agreements for drop-off, pick-up or repositioning charges, handling fees, repair payments and repair insurance fees which are attributable to the Managed Containers.](#)

Payment Amount to be paid on such Payment Date) exceeds the Asset Base. If such term is used in a quantitative context, the amount of the Asset Base Deficiency shall be equal to the amount of such excess.

“Assignment and Acceptance”: Any properly completed agreement substantially in the form of Exhibit F hereto.

“Authorized Officer”: Any of the chief executive officer, president, chief financial officer, treasurer, general counsel or other senior officer of the Manager or of the sole member of the Borrower (as applicable).

“Authorized Signatory”: Any Person designated in a certificate of a secretary or assistant secretary of a Person (or, in the case of a Person that is a limited liability company, any Person designated in a certificate of a secretary or assistant secretary of the manager of such limited liability company) or by written notice by such Person delivered to the Collateral Agent, as authorized to execute documents and instruments on behalf of such Person.

“Availability”: As of any date of determination for any Lender, an amount equal to the lesser of:

(A) the excess, if any, of (x) the Commitment of such Lender on such date of determination over (y) such Lender’s Pro Rata Share of the Aggregate Loan Principal Balance (calculated without giving effect to the requested Loan) on such date of determination; and

(B) such Lender’s Pro Rata Share of an amount equal to the excess (but not less than zero) of (1) the Asset Base, minus (2) the Aggregate Loan Principal Balance (calculated without giving effect to the requested Loan).

“Available Distribution Amount”: This term shall have the meaning set forth in Section 302(c) of this Agreement.

“Bankruptcy Code”: The United States Bankruptcy Reform Act of 1978, as amended.

“Base Disposition Fees”: With respect to any Managed Container that (i) has been sold to a third party, or (ii) is the subject of a Casualty Loss, an amount equal to the product of (x) (1) in the absence of an Asset Base Deficiency, three percent (3%) or (2) after the occurrence and continuance of an Asset Base Deficiency, two and a half percent (2.5%) and (ii) the ~~Disposition~~Sales Proceeds realized thereon.

“Base Management Fee”: An amount equal to the sum of (A) the product of (x) (1) if an Asset Base Deficiency does not exist as of such Payment Date, seven percent (7%) or (2) if an Asset Base Deficiency exists as of such Payment Date, five and a half percent (5.5%) and (y) the Net Operating Income for the preceding Collection Period and (B) the sum of all Base Disposition Fees for the preceding Collection Period.

“Base Rate”: On any date, a fluctuating rate of interest per annum equal to the highest of (i) the Federal Funds Effective Rate in effect on such date plus one half of one percent (0.50%), (ii) the Prime Rate in effect on such date and (iii) the LIBOR Rate in effect on such date plus

“Collateral Agent”: The Person identified as such in the preamble hereto and performing the duties of the Collateral Agent under this Agreement.

“Collateral Agent Fees”: This term shall have the meaning set forth in Section 905 of this Agreement.

“Collateral Agent Indemnified Amounts”: This term shall have the meaning set forth in Section 905 of this Agreement.

“Collection Account”: This term shall have the meaning set forth in the Intercreditor Collateral Agreement.

“Collection Period”: For each Payment Date, the period from and including the first day of the calendar month immediately preceding the calendar month in which such Payment Date occurs through and including the last day of such calendar month.

“Collections”: With respect to any Collection Period, all payments (including any cash proceeds) actually received by the Borrower, or by the Manager on behalf of the Borrower, with respect to the Containers and the other items of Collateral, ~~including, without limitation, the excess of (i) the Combined Fleet Interest of the Borrower for such Collection Period, over (ii) the Combined Fleet Expense of the Borrower for such Collection Period, as each such amount is determined and paid to the Borrower in accordance with the terms of the Intercreditor Collateral Agreement.~~

~~———“Combined Fleet”: This term shall have the meaning set forth in the Intercreditor Collateral Agreement.~~

~~———“Combined Fleet Expense”: This term shall have the meaning set forth in the Intercreditor Collateral Agreement.~~

~~———“Combined Fleet Interest”: This term shall have the meaning set forth in the Intercreditor Collateral Agreement. “Combined Fleet Participant”: This term is defined in the Intercreditor Collateral Agreement, and will include the Borrower after it becomes a party to the Intercreditor Collateral Agreement.~~

“Commercial Tort Claim”: Any commercial tort claim, as such term is defined in the UCC.

“Commitment”: With respect to each Lender, such Lender’s obligation to make Loans up to the maximum unpaid principal amount at any time shown on Schedule II, as hereafter modified pursuant to each Assignment and Acceptance to which it is a party.

“Commitment Fee”: The meaning set forth in Section 301(p) of this Agreement.

“Competitor”: Any Person engaged and competing with any of the Borrower or the Manager or any of their respective Affiliates in the container or chassis leasing business; provided, however, that in no event shall (i) any Eligible Assignee or (ii) any insurance company, bank, bank holding company, savings institution or trust company, fraternal benefit

and provided further that, if the foregoing limitation has been increased above sixty-five percent (65%) by operation of the above proviso, then any additional Managed Containers subsequently leased to any of such three lessees shall not be considered Eligible Containers until such time as the sum of the Net Book Values of all Managed Containers then on lease to such three lessees does not exceed an amount equal to sixty-five percent (65%) of the then Aggregate Net Book Value; ~~provided, further, that in the case of the proposed combination of COSCO and OOCL, the foregoing proviso shall not be applicable and the concentration limit applicable to the surviving entity of such combination shall be thirty percent (30%) of the then Aggregate Net Book Value;~~

(g) Maximum Concentration for any Single Lessee. The sum of the Net Book Values of all Eligible Containers then on Lease to any single lessee shall not exceed an amount equal to (A) with respect to any of the lessees set forth in Schedule I to this Agreement, the percentage of the Aggregate Net Book Value set opposite the name of such lessee on such schedule, and (B) with respect to any lessee not covered by clause (A), seven percent (7%) of the then Aggregate Net Book Value; provided, however, that if two or more lessees shall engage in any transaction (whether through merger, consolidation, stock sale, asset sale or otherwise) pursuant to which a lessee shall become the owner of, or interest holder in, any other lessee's leasehold interests in one or more Eligible Containers, the foregoing threshold set forth in clauses (A) and (B) shall on the effective date of such transaction be increased with respect to such acquiring or, in the case of a merger, surviving lessee to equal the greater of (i) the sum of the applicable percentage limitations for the transacting lessees as set forth in clauses (A) and (B) above, and (ii) a quotient, expressed as a percentage, (x) the numerator of which shall equal the sum of the Net Book Values of all Managed Containers on Lease to such transacting lessees immediately prior to such transaction and (y) the denominator of which shall equal the then Aggregate Net Book Value).

"Conduit Lender": Each Person designated as a Conduit Lender on its signature page hereto.

"Consolidated Subsidiaries": With respect to any Person, each Restricted Subsidiary of such Person that is required to be consolidated with such Person in accordance with GAAP.

"Container": Any marine and maritime container (including dry cargo containers, refrigerated containers (including the associated refrigeration machine), generator sets, gps devices and Specialized Containers) to which any Person either (i) has good title and that is held for lease or sale or (ii) is lessor under any Finance Lease.

"Container Fleet": At any time, the fleet of Containers owned or managed by TCIL and/or managed by TCIL on behalf of third parties and its Affiliates, including the Managed Containers.

"Container Identification Number": The unique alpha-numeric reference assigned to a Managed Container which is painted on or affixed to such Managed Container.

"Container Related Agreement": Any agreement relating to the Managed Containers or agreements relating to the use or management of such Managed Containers whether in existence on the Closing Date or thereafter acquired, including, but not limited to, all Leases, the Management Agreement, the Intercreditor Collateral Agreement, the Contribution and Sale

Agreement, the First-Tier Contribution and Sale Agreement and the Chattel Paper to the extent it arises out of or in any way relates to the Managed Containers now owned or hereafter acquired by the Borrower.

“Container Representations and Warranties”: With respect to each Container, the representations and warranties of the Seller as set forth in paragraphs (v) through (ii) inclusive of Section 3.01 of the Contribution and Sale Agreement.

“Container Revenues”: For any Collection Period, all amounts paid to and received by the Manager which are attributable to the Managed Containers, including but not limited to (i) per diem rental charges (excluding any prepayments thereof), Ancillary Fees and all charges paid in respect of the Managed Containers pursuant to Lease Agreements (including, without duplication, payments on Finance Leases in respect of Managed Containers) but excluding Excluded Amounts, (ii) amounts received from the manufacturers or sellers of the Managed Containers for breach of sale warranties relating thereto or in settlement of any claims, losses, disputes or proceedings relating to the Managed Containers, (iii) amounts received from any other Person in settlement of any claims, losses, disputes or proceedings relating to the Managed Containers, including lessee default insurance and any other insurance proceeds relating thereto, and (iv) any insurance premiums relating to the Managed Containers which have been refunded by the insurer. Notwithstanding the foregoing, Container Revenues shall not include Sales Proceeds.

“Container Service Provider”: This term shall have the meaning set forth in the Management Agreement.

“Container Transfer Certificate”: A Container Transfer Certificate, substantially in the form of Exhibit B to the Contribution and Sale Agreement, executed and delivered by the Seller and the Borrower in accordance with the terms of the Contribution and Sale Agreement.

“Contingent Obligation”: As to any Person, means any obligation of such Person as a result of such Person being a general partner of any other Person, unless the underlying obligation is expressly made non-recourse as to such general partner, and any obligation of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations (“primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the lesser of (x) the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably

(subject to Section 301(m)) upon delivery of written notice of such determination to the Borrower and each Lender.

“Deficiency Amount”: Each of the following: (a) for each Payment Date other than the Final Maturity Date, any shortfall in the aggregate amount available in the Distribution Account for the Loans or any other amounts available under this Agreement to pay the Interest Payment for such Payment Date, and (b) on the Final Maturity Date, any shortfall in the aggregate amount available in the Distribution Account or any other amounts available under this Agreement to pay the Aggregate Loan Principal Balance, accrued but unpaid interest thereon and all other amounts owing to the Lenders pursuant to the terms of the Transaction Documents.

“Delayed Amount”: The meaning specified in Section 301(m)(2).

“Delaying Funding Date”: The meaning specified in Section 301(m)(1).

“Delaying Funding Notice”: The meaning specified in Section 301(m)(1).

“Delaying Lender”: The meaning specified in Section 301(m)(2).

“Deposit Accounts”: Any deposit accounts, as such term is defined in the UCC.

“Designated Delay Lender”: Any Lender that shall have delivered a written certification to the Borrower to the effect that (x) it has incurred charges under Basel III, or would incur charges as of such date under Basel III if it were not a Designated Delay Lender hereunder, in respect of its Commitment, or the principal amount of its Loans, based on its “liquidity coverage ratio” under Basel III, which may include external charges incurred by such Lender or internal charges incurred by any business of such Lender managing such Lender’s Commitment and Pro Rata Share of the Aggregate Loan Principal Balance or its obligations hereunder, and (y) will exercise a similar right to delay funding in other transactions that are similar to the transactions contemplated by the Transaction Documents. For the avoidance of doubt, any Lender that delivers a written certification to the Borrower in accordance with the preceding sentence shall remain a Designated Delay Lender under this Agreement unless and until such Lender delivers written notice to the Borrower of such Lender’s decision to cease its treatment as a Designated Delay Lender.

“Determination Date”: The third (3rd) Business Day prior to any Payment Date.

“Direct Operating Expenses”: All direct expenses and costs, calculated on an accrual basis in accordance with GAAP, incurred in connection with the ownership, use and/or operation of a Managed Container, including but not limited to: (i) agency costs and expenses; (ii) depot fees, handling, and storage costs and expenses; (iii) survey, maintenance and repair expenses (including the actual or estimated cost of repairs to be made pursuant to a damage protection plan); (iv) repositioning expense (v) the cost of inspecting, marking and remarking such Managed Container; (vi) third-party fees for bankruptcy recovery; (vii) legal fees incurred in connection with enforcing rights under the leases of such Managed Container or repossessing such Managed Container; (viii) insurance expense; (ix) federal, state, local and foreign taxes, levies, duties, charges, assessments, fees, penalties, deductions or withholdings assessed, charged or imposed upon or against such Managed Container, including but not limited to ad valorem,

gross receipts and/or other property taxes imposed against such Managed Container or against the revenues generated by such Managed Container (but not including income taxes imposed on the Manager or any of its Affiliates); (x) expenses, liabilities, claims and costs (including without limitation reasonable attorneys' fees) incurred by the Borrower or the Manager (on behalf of the Borrower) by any third party arising directly or indirectly (whether wholly or in part) out of the state, condition, operation, use, storage, possession, repair, maintenance or transportation of such Managed Container; (xi) expenses and costs (including legal fees) of pursuing claims against manufacturers or sellers of such Managed Container; and (xii) non-recoverable sales and value-added taxes on such expenses and costs; provided, however, that in no event shall either of the following be considered a Direct Operating Expense: (a) any selling, general and administrative expenses of TCIL, the Borrower or any of their Subsidiaries, or (b) the Management Fee.

"Director Services Agreement": The letter agreement between TCIL and the Director Services Provider, and all amendments and supplements thereto.

"Director Services Provider": Lord Securities Corporation and its permitted successors and assigns.

~~"Disposition Proceeds": This term shall have the meaning set forth in the Intercreditor Collateral Agreement.~~

"Distribution Account": The account or accounts established pursuant to Section 302 of this Agreement.

"Documents": Any documents, as such term is defined in the UCC.

"Dodd Frank Act": The Dodd-Frank Wall Street Reform and Consumer Protection Act.

"Dollars": The lawful money of the United States of America. This definition will be equally applicable to the sign \$.

"Early Amortization Event": The occurrence of any of the events or conditions set forth in Section 1201 of this Agreement.

"Eligible Account": Either (a) a segregated account with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a depository institution organized under the laws of the United States or any of the states thereof, including the District of Columbia (or any domestic branch of a foreign bank), and acting as a trustee for funds deposited in such account, so long as the senior securities of such depository institution shall have a credit rating from a nationally recognized rating agency in one of its generic credit rating categories no lower than Aa2 or AA, as the case may be, or (c) any account held with the Collateral Agent.

"Eligible Assignee": Any of the following: (a) an existing Lender; (b) an Affiliate of an existing Lender; (c) an Approved Fund and (d) a commercial paper conduit for which a Lender or an Affiliate of a Lender provides liquidity support.

“Entitlement Order”: This term shall have the meaning set forth in the UCC.

“Equipment”: This term shall have the meaning set forth in the UCC.

“ERISA”: The Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate”: With respect to any Person, any other Person with respect to which it is a member of a controlled group of corporations or a controlled group of trades or businesses, as described in Section 414(b) or (c) of the Code.

“Estimated Net Operating Income Proceeds”: This term shall have the meaning set forth in Section 5.1.1 of the Management Agreement.

“Eurodollar Reserve Percentage”: For any day during any Interest Accrual Period, the reserve percentage (expressed as a decimal, carried out to five decimal places) in effect on such day, whether or not applicable to any Lender, under regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to Eurocurrency funding (currently referred to as “Eurocurrency liabilities”). The LIBOR Rate for each outstanding LIBOR Rate Loan shall be adjusted automatically as of the effective date of any change in the Eurodollar Reserve Percentage.

“Event of Default”: This term has the meaning set forth in Section 801 of this Agreement.

“Excess Deposit”: This term has the meaning set forth in Section 5.1.2 of the Management Agreement.

“Exchange Act”: The Securities Exchange Act of 1934, as amended.

“Excluded Amounts”: Any payments received from the lessee under a Lease in connection with any taxes, fees or other charges imposed by any Governmental Authority, or indemnity payments for the benefit of the originator of such Lease in its individual capacity made pursuant to such Lease.

“Excluded Taxes”: Has the meaning set forth in Section 301(q)(1).

“Fair Market Value”: With respect to any asset (including a Container), shall mean the price at which a willing buyer, not an Affiliate of the seller, and a willing seller who does not have to sell, would agree to purchase and sell such asset, which amount shall be determined in good faith by the board of directors or other governing body or, pursuant to a specific delegation of authority by such board of directors or governing body, a designated senior executive officer of the Borrower, the Manager or the Seller.

“FASB 133”: Statement of Financial Accounting Standards No. 133 – “Accounting for Derivative Instruments and Hedging Activities” issued by the Financial Accounting Standards Board.

“FATCA”: Sections 1471 through 1474 of the Code, as amended, any regulations thereunder or other official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements (including any foreign legislation, rules, regulations, guidance notes or other, similar guidance adopted pursuant to or implementing such agreements) entered into in connection with such Sections.

“FATCA Withholding Tax”: Any withholding or deduction required pursuant to FATCA.

“Federal Funds Effective Rate”: For any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, and determined by the Administrative Agent or, if such rate is not so published on the next succeeding Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by the Administrative Agent.

“Federal Reserve Bank”: One of the twelve regional banks operated by the Federal Reserve System established by the Federal Reserve Act of 1913 to regulate the U. S. monetary and banking system.

“Federal Reserve Board”: The Board of Governors of the Federal Reserve System or any successor thereto.

“Fee Letter”: That certain upfront fee letter, dated as of the Closing Date, among the Lenders and the Borrower.

“Final Maturity Date”: The four year anniversary date of the Conversion Date, or if such date is not a Business Day, the immediately following Business Day.

“Finance Lease”: ~~(i) For purposes other than definitions relating to the Intercreditor Collateral Agreement, any Lease (but in no event a sublease) of container equipment which provides revenue to the Manager and with respect to which the related container equipment is not included as an asset on the books of the Manager in accordance with GAAP; and (ii) for purposes of definitions relating to the Intercreditor Collateral Agreement, any lease (but in no event a sublease) providing revenue to the applicable Person, the Revenue Generating Equipment under which is not included as an asset on the books of such Person in accordance with generally accepted accounting principles. Any lease classified as a “finance lease” under GAAP, but excluding, for the avoidance of doubt, any Operating Lease.~~

~~———“Finance Lease Proceeds”: This term shall have the meaning set forth in the Intercreditor Collateral Agreement.~~

“Financial Assets”: This term shall have the meaning set forth in the UCC.

“First-Tier Contribution and Sale Agreement”: The Contribution and Sale Agreement, dated as of the Closing Date, between TAL International Container Corporation, as seller, and

an independent manager, of more than a *de minimis* amount of the voting securities of TCIL or an Affiliate thereof; (iv) affiliated with a significant customer, supplier or creditor of TCIL or an Affiliate thereof; (v) a party to any significant personal service contracts with TCIL or an Affiliate thereof; or (f) a member of the immediate family of a person described in (i) or (ii) above.

“Independent Accountants”: KPMG US LLP or other independent certified public accountants of internationally recognized standing selected by the Borrower and acceptable to the Administrative Agent and the Majority Lenders.

“Independent Director”: A director or manager of the Borrower who is Independent.

“Insolvency Law”: The Bankruptcy Code or similar Applicable Law in any state or other applicable jurisdiction.

“Insolvency Proceeding”: Any Proceeding under any applicable Insolvency Law.

“Instruments”: Any instrument, as such term is defined in the UCC, including, without limitation, all notes, certificated securities, and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

“Intercreditor Collateral Agreement”: The Second Amended and Restated Intercreditor Collateral Agreement, dated as of ~~November 1, 2006, among TCIL, various lenders to TCIL, various lessors to TCIL, various owners of equipment, and various lenders to the managed equipment owners named therein~~ December 20, 2021, among TCIL and (in each case as defined therein) the various Triton Entities and Triton Secured Parties from time to time party thereto, as such agreement has been and may be amended, modified or supplemented from time to time in accordance with its terms.

“Interest Accrual Period”: With respect to each Payment Date, the period commencing on and including the immediately preceding Payment Date (or in the case of the initial Payment Date, commencing on and including the initial Funding Date) and ending on and including the day before the current Payment Date.

“Interest Payment”: With respect to each Payment Date, an amount equal to the interest payable on such Payment Date on the Aggregate Loan Principal Balance pursuant to Section 301(h) of this Agreement. No such Interest Payment shall include Default Fees.

“Interest Rate Hedge Agreement”: An ISDA interest rate swap or cap agreement, collar or other hedging instrument between the Borrower and the Interest Rate Hedge Counterparty named therein that complies with the guidelines set forth in Section 628 of this Agreement and pursuant to which (i) the Borrower will receive payments from, or make payments to, the Interest Rate Hedge Counterparty based on LIBOR Rate (including, when applicable, any alternative reference rate is established in accordance with the definition of LIBOR Rate), (ii) recourse by the Interest Rate Hedge Counterparty to the Borrower is limited to distributions in accordance with the priority of payments set forth in Section 302 and Section 806 of this Agreement, as applicable, (iii) contains a “No Petition” covenant with respect to the Borrower that binds the Interest Rate Hedge Counterparty to terms that are materially similar to the terms binding on the

~~“Lease Proceeds”: All rents, fees, charges, payments and all other amounts due or collected under or in respect of Leases, to the extent derived from or allocable to Revenue Generating Equipment, but excluding Finance Lease Proceeds and Disposition Proceeds.~~

“Lender”: Any Lender party to this Agreement on the Closing Date that funds a Loan or any Lender that becomes a party hereto as a Lender on any subsequent date in accordance with the terms of this Agreement. “Lender” shall be deemed to include any Conduit Lender. A Granting Lender may act on behalf of a Conduit Lender to the extent set forth in this Agreement.

“Lender Tax Identification Information”: Properly completed and signed tax certifications (generally, in the case of U.S. federal income tax, IRS Form W-9 (or applicable successor form) in the case of a person that is a “United States Person” within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a person that is not a “United States Person” within the meaning of Section 7701(a)(30) of the Code) and other information requested from time to time by the Borrower or the Collateral Agent sufficient (i) to determine the applicability of, or to determine the amount of, U.S. withholding tax under the Code (including back-up withholding and withholding imposed pursuant to FATCA) or other Applicable Law and (ii) for the Borrower and Collateral Agent to satisfy their information reporting obligations under the Code (including under FATCA) or other Applicable Law.

“Lending Office”: As to any Lender, the office or offices of such Lender designated the office from which the Loan is funded by such Lender, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“Lessee” or “lessee”: Where the context is with respect to a Lease or Lease Agreement, any obligor thereunder. If a Container is subject to a Subservicer Lease (as defined in the Management Agreement), the end user (and not the Subservicer) will be considered to be Lessee or lessee.

“Letter-of-Credit Rights”: This term shall have the meaning set forth in the UCC.

“LIBOR Rate”: For each Interest Accrual Period means:

(a) for any Interest Accrual Period with respect to a LIBOR Rate Loan, a rate per annum determined by the Administrative Agent pursuant to the following formula:

$$\text{LIBOR Rate} = \frac{\text{LIBOR Base Rate}}{1.00 - \text{Eurodollar Reserve Percentage}}$$

Where, “LIBOR Base Rate” means the rate per annum equal to (i) the ICE Benchmark Administration Limited LIBOR Rate (“BBA LIBOR”), as published by Reuters (or such other commercially available source providing quotations of BBA LIBOR as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two (2) LIBOR Business Days prior to the commencement of such Interest Accrual Period, for Dollar deposits (for delivery on the first day of such Interest Accrual Period) with a term equivalent to such Interest Accrual Period, or (ii) if BBA LIBOR continues to exist and to be reported but is

avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin). Notwithstanding anything to the contrary in Article X, such amendment shall become effective without any further action or consent of any other party to this Agreement (and, for the avoidance of doubt, with the consent of the Hedge Counterparties as of such time) so long as the Administrative Agent shall not have received, within five (5) Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Majority Lenders stating that such Majority Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this provision, each Loan hereunder shall bear interest equal to the rate set forth in clause (i) of the definition of “Base Rate”; provided, that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“LIBOR Business Day”: Any day other than a Saturday or Sunday or holiday on which Dollar deposits are conducted between banks in the London interbank market.

“LIBOR Loan” or “LIBOR Rate Loan”: Any portion of the Loan for which interest is determined based on the LIBOR Rate.

“Lien”: Any security interest, lien, charge, pledge, equity or encumbrance of any kind.

“List of Containers”: A printed list of the Containers transferred by the Seller to the Borrower and hereby certified by an Authorized Signatory, which includes a true and complete list of all Containers to be conveyed on any Transfer Date. The List of Containers will include the following information for each such Container: (i) its Container Identification Numbers and (ii) the type of Container. Supplements to the List of Containers will be attached to the Container Transfer Certificate and will contain only unit Container Identification Numbers for each Container.

“Loan”: Any loan made by the Lenders pursuant to the terms of this Agreement.

~~—— “Long Term Fleet”: All Revenue Generating Equipment, the initial lease of which is a Long Term Lease, and which is owned by TCIL, leased by TCIL from a Triton Lessor, or managed or operated by TCIL as agent or manager for or on behalf of others. With effect from the date of delivery to the lessee thereunder, Revenue Generating Equipment in the Short Term Fleet which becomes subject to a Finance Lease shall be included in the Long Term Fleet.~~

~~—— “Long Term Fleet Interest” With respect to the Borrower and each other Combined Fleet Participant, the interest in the gross Lease Proceeds, Finance Lease Proceeds and Disposition Proceeds of the Long Term Fleet allocable to such Combined Fleet Participant, with reference to its Long Term Units.~~

~~—— “Long Term Lease”: (i) Any lease or agreement to lease, use or hire, now, hereafter, or formerly in effect, the initial contractual lease term to an end-user of which is or was for a period of five years or more, and which relates or related in any way to any of the Revenue Generating Equipment; or (ii) any Finance Lease now, hereafter, or formerly in effect, which relates or related in any way to any of the Revenue Generating Equipment.~~

~~“Long Term Unit” Generally, any item of Revenue Generating Equipment in the Long Term Fleet.~~

“Majority Lenders”: Lenders evidencing more than fifty percent (50%) of the Aggregate Commitment (or, if the Aggregate Commitment has expired or has been terminated, the then Aggregate Loan Principal Balance); provided that the Commitment of, and the aggregate outstanding amount of all Loans held or deemed to be held by, any Defaulting Lender shall be excluded for purposes of making a determination of Majority Lenders.

“Managed Containers”: All Containers owned by the Borrower at any time.

“Management Agreement”: The Management Agreement, dated as of the Closing Date, entered into by and among TCIL, TCNA and the Borrower, as such agreement may be amended, restated, supplemented, waived or otherwise modified from time to time in accordance with its terms.

“Management Fee”: An amount equal to the sum of the Base Management Fee and the Supplemental Management Fee.

“Management Fee Arrearage”: For any Payment Date, an amount equal to all unpaid Management Fees from all prior Collection Periods.

“Manager”: The Person performing the duties of the Manager under the Management Agreement; initially, TCIL.

“Manager Advance”: This term is defined in the Management Agreement.

“Manager Default”: The occurrence of any of the events or conditions set forth in Section 10.1 of the Management Agreement.

“Manager Report”: A written informational statement in the form attached as an Exhibit to the Management Agreement to be provided by the Manager in accordance with the Management Agreement and furnished to the Collateral Agent and the Administrative Agent.

“Manager Termination Notice”: This term shall have the meaning set forth in Section 10.2 of the Management Agreement.

“Managing Officer”: Any representative of the Manager involved in, or responsible for, the management of the day to day operations of the Borrower and the administration and servicing of the Containers and the other Collateral whose name appears on a list of managing officers furnished to the Borrower and the Collateral Agent by the Manager, as such list may from time to time be amended.

“Manufacturer Debt”: A current account payable of the Borrower incurred in connection with the acquisition by the Borrower of a Container provided that such account payable has a due date that occurs prior to the Scheduled Commitment Expiration Date then in effect, does not exceed the purchase price of such Container and will be paid in full on or prior to the second Business Day following its Transfer Date.

“Manufacturer’s Lien”: The Lien of the manufacturer on any Container acquired by the Borrower which Lien relates solely to such purchased Container and does not secure an amount in excess of one hundred percent (100%) of the purchase price of such Container.

“Material Adverse Change”: Any set of circumstances or events which (a) pertains to the Borrower, the Seller or the Manager and has any material adverse effect whatsoever upon the validity or enforceability of any Transaction Document or the security for the Loan or the ability of the Collateral Agent to enforce any of its legal rights or remedies pursuant to the Transaction Documents or (b) materially impairs the ability of any of the Borrower, the Seller or the Manager to fulfill its obligations under the Transaction Documents.

“Moody’s”: Moody’s Investors Service, Inc., and any successor thereto.

“Net Book Value”: As of any date of determination, with respect to any Managed Container that is not subject to a Finance Lease, the Net Book Value shall be the Original Equipment Cost less accumulated depreciation; *provided*, that such depreciation shall be determined in accordance with the depreciation policies set forth in Exhibit C. As of any date of determination, with respect to any Managed Container that is subject to a Finance Lease, the Net Book Value shall be one hundred percent (100%) of the net investment value of such Finance Lease, as determined in accordance with GAAP as in effect on the Closing Date.

“Net Manager Compensation”: This term shall have the meaning set forth in the Management Agreement.

“Net Operating Income”: For any Collection Period, an amount equal to the excess (if any) of (i) the ~~Combined Fleet Interest of the Borrower~~ Container Revenues actually received by or on behalf of the Borrower during such Collection Period, over (ii) the ~~Combined Fleet Direct Operating Expenses of the Borrower accrued~~ paid during such Collection Period.

“Non-Delaying Lender”: The meaning specified in Section 301(m)(2).

“OFAC”: The Office of Foreign Assets Control of the United States Department of the Treasury.

“Officer’s Certificate”: A certificate signed by a duly authorized officer of the Person (or, if applicable, by a duly authorized officer of the manager of such Person) who is required to sign such certificate.

“Operating Lease”: Any lease classified as an “operating lease” under GAAP.

“Opinion of Counsel”: A written opinion of counsel, who, unless otherwise specified, may be, but need not be, counsel employed by the Borrower, the Seller or the Manager, in each case reasonably acceptable to the Person or Persons to whom such Opinion of Counsel is to be delivered. The counsel rendering such opinion may rely (i) as to factual matters on a certificate of a Person whose duties relate to the matters being certified, and (ii) insofar as the opinion relates to local law matters, upon opinions of local counsel.

(2) for (i) the Final Maturity Date or (ii) any date on which an Event of Default has occurred and is then continuing and the Loans have been accelerated in accordance with the provisions of this Agreement, an amount equal to the sum of (x) the aggregate amount of the interest and arrearages thereof payable on such Payment Date and (y) the then Aggregate Loan Principal Balance.

“Person”: An individual, a partnership, a limited liability company, a corporation, a joint venture, an unincorporated association, a joint-stock company, a trust, or other entity or a Governmental Authority.

“Plan”: An “employee pension benefit plan”, as such term is defined in Section 3(2) of ERISA which is subject to Title IV of ERISA and which is maintained by Borrower or an ERISA Affiliate of the Borrower.

“Predecessor Container”: This term shall have the meaning set forth in Section 3.04 of the Contribution and Sale Agreement.

“Prepayment”: Any mandatory or optional prepayment of principal of the Loan prior to the Final Maturity Date made in accordance with the terms of this Agreement.

“Prime Rate”: As of any date of determination, the rate quoted by the Administrative Agent as its “prime rate”, such rate being a reference rate and not necessarily representing the lowest or best rate charged to any customer.

“Pro Rata Share”: With respect to each Lender as of any date of determination, a ratio (expressed as a percentage) the numerator of which is equal to the Commitment of such Lender (or, if the Aggregate Commitment has expired or has been terminated, the then unpaid principal balance of the Loans owing to such Lender) and the denominator of which is equal to the Aggregate Commitment (or, if the Aggregate Commitment has expired or has been terminated, the Aggregate Loan Principal Balance).

“Proceeding”: Any suit in equity, action at law, or other judicial or administrative proceeding.

“Proceeds”: “Proceeds”, as such term is defined in the UCC.

“Receivables Threshold”: As of any date of determination, means an amount equal to the lesser of (i) \$5.5 million and (ii) 0.55% of the Aggregate Net Book Value as of such date of determination.

“Record Date”: With respect to any Payment Date, the last Business Day of the Interest Accrual Period ending on the day preceding such Payment Date.

“Register”: Shall have the meaning set forth in Section 1003.

“Related Assets”: With respect to any Transferred Container, all of the following: (i) all Net Operating Income, ~~Casualty Proceeds~~ and Sales Proceeds ~~(to the extent not included in Net Operating Income)~~ accrued as of the related Transfer Date, (ii) all right, title and interest in and

~~——“Short Term Fleet”: All Revenue Generating Equipment, the initial lease of which is a Short Term Lease, and which is owned by TCIL, leased by TCIL from a Triton Lessor, or managed or operated by TCIL as agent or manager for or on behalf of others. With effect from the date of delivery to the lessee thereunder, Revenue Generating Equipment which becomes subject to a Finance Lease shall cease to be included in the Short Term Fleet.~~

~~——“Short Term Fleet Interest”: With respect to the Borrower and each other Combined Fleet Participant, the interest in the gross Lease Proceeds and Disposition Proceeds of the Short Term Fleet allocable to such Combined Fleet Participant, with reference to its Short Term Units, as set forth in the Intercreditor Collateral Agreement.~~

~~——“Short Term Lease”: Any lease or agreement to lease, use or hire, now, hereafter, or formerly in effect, the initial contractual lease term to an end user of which is or was for a period of less than five years, which relates or related in any way to any of the Revenue Generating Equipment, and which is not a Finance Lease.~~

~~——“Short Term Unit”: Generally, any item of Revenue Generating Equipment in the Short Term Fleet.~~

“Specialized Containers”: All refrigerated containers, tank containers, special purposes containers, open top containers, flat rack containers, bulk containers, high cube containers (other than 40’ high cube dry containers), cellular palletwide containers and all other types of containers other than standard dry cargo containers.

“State”: Any state of the United States of America and, in addition, the District of Columbia.

“Step-Up Margin”: With respect to each Loan on or after the Conversion Date during the occurrence and continuance of an Asset Base Deficiency, the portion of the Applicable Margin with respect to such Loan that is equal to the positive excess of (x) the percentage set forth in clause (ii) of the definition of “Applicable Margin” *minus* (y) the percentage set forth in clause (i) of the definition of “Applicable Margin”.

“Subservicer”: This term shall have the meaning set forth in Section 2.2 of the Management Agreement.

“Subservicing Agreement”: This term shall have the meaning set forth in Section 2.2 of the Management Agreement.

“Subsidiary”: A subsidiary of a Person means any corporation, association, partnership, limited liability company, joint venture or other business entity of which more than fifty percent (50.0%) of the voting stock or other equity interests (in the case of Persons other than corporations) is owned or controlled directly or indirectly by such Person, or one or more of the Subsidiaries of such Person, or a combination thereof.

“Substitute Container”: This term is defined in Section 3.04 of the Contribution and Sale Agreement.

“Supplemental Disposition Fees”: With respect to any Managed Container that (i) has been sold to a third party, or (ii) is the subject of a Casualty Loss, an amount equal to the product of (x) (1) in the absence of an Asset Base Deficiency, two percent (2%) or (2) after the occurrence and continuance of an Asset Base Deficiency, two and a half percent (2.5%) and (ii) the ~~Disposition~~Sales Proceeds realized thereon.

“Supplemental Management Fee”: An amount equal to the sum of (A) the product of (x) (1) if an Asset Base Deficiency does not exist as of such Payment Date, zero percent (0%) or (2) if an Asset Base Deficiency exists as of such Payment Date, one and a half percent (1.5%) and (y) the Net Operating Income for the preceding Collection Period and (B) the sum of all Supplemental Disposition Fees for the preceding Collection Period.

“Supplemental Principal Payment Amount”: As of any other date of determination, an amount equal to the excess, if any, of (i) the Aggregate Loan Principal Balance (calculated after giving effect to the Scheduled Principal Payment Amount paid on such date), over (ii) the Asset Base on such Payment Date (determined as of the last day of the month immediately preceding such Payment Date).

“Supporting Obligation”: This term shall have the meaning set forth in the UCC.

“TAL”: TAL International Container Corporation, a Delaware corporation.

“Taxes”: This term shall have the meaning set forth in Section 301(q)(1) of this Agreement.

“TCIL”: Triton Container International Limited, a company limited by shares, incorporated, organized and existing under the laws of Bermuda.

“TCIL Credit Agreement”: That certain ~~Tenth~~Eleventh Restated and Amended Credit Agreement, dated as of ~~May 16, 2019~~October 14, 2021, among TCIL, ~~as borrower and TAL International Container Corporation, as borrowers~~, the lenders from time to time party thereto, Triton HoldCo, as guarantor, and Bank of America, N.A., as administrative agent and an ~~Borrower~~issuer thereunder, and any revolving credit facility that may be entered into from time to time as a replacement for such Credit Agreement; in each case, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time in accordance with its terms.

“TCNA”: Triton Container International, Incorporated of North America, a corporation organized and existing under the laws of the State of California.

“Terminated Managed Container”: A Managed Container for which the management of such Managed Container may be transferred as the result of the occurrence of a Manager Default in accordance with the terms of the Management Agreement ~~and the Intercreditor Collateral Agreement~~.

“Transaction Documents”: Any and all of this Agreement, the Management Agreement, the Intercreditor Collateral Agreement, the Control Agreement, any notes issued pursuant to this Agreement, the Contribution and Sale Agreement, the First-Tier Contribution and Sale Agreement, the Director Services Agreement, the Interest Rate Hedge Agreements (upon execution thereof), the Currency Hedge Agreements (upon execution thereof), Administrative Agent Fee Letter, Fee Letter, and all other transaction documents and any and all other agreements, documents and instruments executed and delivered in connection therewith, as any of the foregoing may from time to time be amended, modified, supplemented or renewed.

“Transfer Date”: The date on which a Container is contributed or sold by the Seller to the Borrower pursuant to the terms of the Contribution and Sale Agreement.

“Transferred Assets”: Transferred Containers and Related Assets collectively.

“Transferred Container”: A Container transferred by the Seller to the Borrower.

“Triton Holdco”: Triton International Limited (an exempted company incorporated with limited liability under the laws of Bermuda).

~~———“Triton Lessor” This term is defined in the Intercreditor Collateral Agreement.~~

“UCC”: The Uniform Commercial Code as in effect in the State of New York. In the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Collateral Agent’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term UCC shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

“UNIDROIT Convention”: Any convention promulgated by the International Institute for the Unification of Private Law specifically dealing with interests in shipping containers.

“Unrestricted Subsidiary”: Any Subsidiary that is designated by the Manager as an “Unrestricted Subsidiary” in accordance with the procedures set forth in the TCIL Credit Agreement (including without limitation the Borrower).

“Upfront Fee”: The meaning set forth in Section 301(p) of this Agreement.

“Volcker Rule”: Section 619 of the Dodd-Frank Act.

“Warranty Purchase Amount”: With respect to any Managed Container, an amount equal to the Net Book Value of such Managed Container on the date of repurchase by the Seller from the Borrower pursuant to the Contribution and Sale Agreement.

“Weighted Average Age”: For any date of determination, an amount equal to (i) the sum of the products, for each Managed Container, of (A) the age in years of such Managed Container and (B) the Net Book Value of such Managed Container, divided by (ii) the Aggregate Net Book Value.

(s) Subject to the terms and conditions set forth in the Intercreditor Collateral Agreement, all Proceeds of the ~~Borrower's Combined Fleet Interest~~ Managed Containers from time to time on deposit in the Collection Account ~~and the Proceeds thereof;~~ and

(t) To the extent not otherwise included, all income and Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

All of the property described in this Article II is herein collectively called the "Collateral" and as such is security for all Outstanding Obligations; provided that notwithstanding anything to the contrary in this Agreement, Collateral shall not include monies paid to the Borrower under this Agreement, including monies received by the Borrower pursuant to Section 302 or Section 806; provided further, that notwithstanding the foregoing Grant, (i) no account, instrument, chattel paper or other obligation or property of any kind due from, owed by, or belonging to, a Sanctioned Person, and (ii) no Lease in which the Lessee is a Sanctioned Person, shall, in either instance, constitute Collateral.

Each of the Borrower, the Collateral Agent, and each Secured Party agrees that the terms of the foregoing Grant are subject in all respects to the terms and conditions set forth in the Intercreditor Collateral Agreement.

The Collateral Agent acknowledges such Grant, accepts the trusts hereunder in accordance with the provisions hereof, and agrees to perform the duties herein required as hereinafter provided. Notwithstanding the foregoing, the Collateral Agent does not assume, and shall have no liability to perform, any of the Borrower's obligations under any agreement included in the Collateral and shall have no liability arising from the failure of the Borrower or any other Person to duly perform any such obligations.

The Borrower consents to and confirms that any Uniform Commercial Code financing statements filed against the Borrower may describe the Collateral as "all assets" or "all personal property" (or any other words of similar effect) of the Borrower.

The Loans and the interest and other amounts payable thereon shall be full recourse obligations of the Borrower and shall be secured by all of the Borrower's right, title and interest in the Collateral. The Loans shall never constitute obligations of the Collateral Agent, the Manager, the Seller or of any shareholder or any Affiliate of the Seller (other than the Borrower) or any member of the Borrower, or any officers, directors, employees or agents of any thereof, and no recourse may be had under or upon any obligation, covenant or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof, against any incorporator or against any past, present, or future owner, partner of an owner or any officer, employee or director thereof or of any successor entity, or any other Person, either directly or through the Borrower, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed that this Agreement and the obligations issued hereunder are solely obligations of the Borrower, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any other Person under or by reason of this Agreement or implied therefrom, or for any claim based thereon or in respect

Governmental Authority on account of any Lender (or any Indemnified Party with respect to any Lender) pursuant to Section 301(q) or (iii) any Lender does not consent (or fails to respond) to a proposed amendment, modification or waiver to any provision of this Agreement or any other Transaction Document requested by the Borrower (and the Borrower has satisfied all other conditions precedent to such amendment or waiver but for receiving the consent of such Lender), the Borrower may, at its sole expense and effort, upon notice to such Lender, require such Lender to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in this Agreement), all of its interests, rights and obligations under this Agreement and the other Transaction Documents to an assignee that shall assume such assigned obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

- (1) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Transaction Documents from the Borrower or the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);
- (2) in the case of any such assignment resulting from a claim for compensation under Section 301(q) or (t), such assignment will result in a reduction in such compensation or payments thereafter; and
- (3) such assignment does not conflict with Applicable Law.

(v) Indemnity. The Borrower will indemnify each Lender against any loss or expense which such Lender may sustain or incur, including any loss or expense sustained or incurred in obtaining, liquidating or employing deposits or other funds acquired to effect, fund or maintain a Loan, due to (a) any failure by the Borrower to make any payment when due of any amount due hereunder in connection with a LIBOR Rate Loan, (b) any failure of the Borrower to borrow on a date specified therefor in a Funding Notice, (c) any payment or prepayment of any LIBOR Rate Loan on a date other than the last day of the Interest Accrual Period for such LIBOR Rate Loan or (d) any assignment of a LIBOR Rate Loan on a day other than the last day of the Interest Accrual Period therefor.

Section 302 Distribution Account.

(a) The Borrower shall establish and maintain so long as any Outstanding Obligation remains unpaid the Distribution Account into which the Borrower shall deposit (or cause to be deposited) all of the following amounts: (i) all amounts representing Net Operating Income (and adjustments thereof), ~~Casualty Proceeds~~ and Sales Proceeds ~~(to the extent not included in the Net Operating Income)~~ with respect to the Managed Containers received from the Manager pursuant to the terms of the Management Agreement, (ii) all Manager Advances, (iii) all amounts received by the Borrower pursuant to the terms of all Hedge Agreements then in effect, and (iv) other payments specified to be deposited therein pursuant to the terms of this Agreement and the other Transaction Documents. Such Distribution Account shall initially be established and maintained with the Collateral Agent. The Distribution Account shall at all

times be an Eligible Account, shall be in the name of the Borrower and shall be pledged to the Collateral Agent pursuant to the terms of this Agreement. The Borrower shall not establish any additional Distribution Accounts without (in each instance) prior written notice to the Collateral Agent.

(b) The Borrower shall cause the Manager to deposit into the Distribution Account in accordance with the provisions of Section 5.1 and 5.2 of the Management Agreement amounts representing the Net Operating Income (and adjustments thereof), ~~Casualty Proceeds~~ and Sales Proceeds ~~(to the extent not included in the Net Operating Income)~~ with respect to the Managed Containers. The Manager shall be permitted to require the Collateral Agent to withdraw from amounts on deposit in the Distribution Account on each Payment Date, or otherwise net out from amounts otherwise required to be deposited by the Manager in the Distribution Account in accordance with the provisions of Section 5.1 and 5.2 of the Management Agreement, the amount of any Management Fees or Management Fee Arrearage that would otherwise be due and payable on the immediately succeeding Payment Date.

(c) On or prior to each Determination Date, the Borrower shall cause the Manager, pursuant to Section 4.1.2 of the Management Agreement, to prepare and deliver the Manager Report. On each Payment Date, the Collateral Agent, based on the Manager Report (upon which Manager Report the Collateral Agent shall be entitled to conclusively rely), shall distribute from the Distribution Account an amount equal to the sum of (i) all amounts representing the Net Operating Income of the Eligible Containers received during the related Collection Period, (ii) all Sales Proceeds and other amounts received by the Borrower subsequent to the immediately preceding Payment Date that pursuant to the terms of the Transaction Documents are required to be deposited into the Distribution Account, (iii) all amounts transferred from the Restricted Cash Account in accordance with the provisions of Section 306 hereof; provided that the amounts described in this clause (iii) may be used only to make the payments described in Section 306 hereof, (iv) all amounts transferred from the Revenue Reserve Account in accordance with the provisions of Section 307 hereof, (v) any earnings on Eligible Investments in the Distribution Account and the Restricted Cash Account, (vi) all Manager Advances made by the Manager in accordance with the terms of the Management Agreement subsequent to the immediately preceding Payment Date, and (vii) the net amount received by the Borrower pursuant to any Hedge Agreement then in effect (the sum of the amounts described in clauses (i) through (vii) collectively, the "Available Distribution Amount"), to the following Persons, by wire transfer of immediately available funds, in the order of priority listed below (in the absence of any Manager Report, the Collateral Agent shall distribute the Available Distribution Amount in accordance with written instructions from the Administrative Agent delivered in accordance with the terms of this Agreement (with a copy to the Borrower and each Hedge Counterparty) and shall hold until delivery of the Manager Report (i) any funds otherwise payable due to the Borrower and (ii) any other amounts which the Administrative Agent is unable to ascertain or allocate to a specific payment priority set forth in this Agreement):

(I) If no Early Amortization Event or Event of Default shall have occurred and shall then be continuing:

hereof. The power of attorney granted pursuant to this Section 403 is a power coupled with an interest and shall be irrevocable until the Loans have been paid in full.

(c) The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's interests in the Collateral and shall not impose any duty upon it to exercise any such powers except as set forth herein. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees, agents or representatives shall be responsible to the Borrower for any act or failure to act, except for its own negligence or willful misconduct.

(d) ~~Subject to the provisions in Section 3.4(e) of the Intercreditor Collateral Agreement, the~~ The Borrower also authorizes (but does not obligate) the Collateral Agent to (i) so long as a Manager Default is continuing and a Manager Termination Notice has been delivered in accordance with the terms of the Management Agreement, communicate in its own name, or to direct any other Person, including the Manager or a replacement Manager, to communicate with any party to any Contract or Lease relating to a Managed Container that has become a Terminated Managed Container and (ii) so long as an Event of Default is continuing, and a Manager Termination Notice has been delivered in accordance with the terms of the Management Agreement, execute in connection with the sale of Collateral provided for in Article VIII hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(e) If the Borrower fails to perform or comply with any of its agreements contained herein and a Responsible Officer of the Collateral Agent shall receive notice of such failure, the Collateral Agent, with the consent of the Majority Lenders, shall cause performance or compliance, or acting at the direction of the Majority Lenders shall perform or comply, with such agreement; provided, however, that the Collateral Agent shall have no obligation to so perform or comply if it has reasonable grounds to believe that payment of its expenses and interest thereon (as set forth in the following sentence) is not reasonably assured. The reasonable and documented expenses, including reasonable and documented attorneys' fees and expenses, of the Collateral Agent incurred in connection with such performance or compliance, shall be payable by the Borrower to the Collateral Agent on demand and shall constitute additional Outstanding Obligations secured hereby and shall be paid in accordance with the provisions of Section 302 or Section 806 hereof.

Section 404 Release of Security Interest.

Any Managed Container and any Related Assets sold, transferred or otherwise disposed of by the Issuer in accordance with Section 606(a) of this Agreement shall be deemed to be automatically released from the lien and security interest of this Agreement without any action being taken by the Collateral Agent upon receipt by the Borrower of the related price for such Managed Container. In connection with any such release, the Collateral Agent shall provide any documents and instruments (including, but not limited to, UCC termination filings) as the Borrower or the Manager may reasonably request to evidence the termination and release from the Lien of this Agreement of such Managed Container and the Related Assets. In providing such evidence, the Collateral Agent may conclusively and exclusively rely on a written direction of the

Manager identifying each Managed Container or other items released from the Lien of this Agreement in accordance with the provisions of this Section 404 accompanied by an Asset Base Certificate and the form of evidence requested, properly completed and execution ready. In addition, if an Early Amortization Event is then continuing, in connection with such release, the Manager shall provide the Collateral Agent (with a copy to the Administrative Agent) a certificate stating that such release is in compliance with Sections 404 and 606(a) hereof.

Section 405 Administration of Collateral.

(a) The Collateral Agent shall as promptly as practicable notify the Lenders, each Hedge Counterparty and the Administrative Agent of any Manager Default of which a Responsible Officer has actual knowledge. The Collateral Agent, at the written direction of the Majority Lenders, shall deliver to the Manager (with a copy to the Administrative Agent and each Hedge Counterparty) a Manager Termination Notice terminating the Manager of its responsibilities in accordance with the terms of the Management ~~Agreement and subject to the provisions in Section 3.4(e) of the Intercreditor Collateral~~ Agreement. In accordance with the terms of this Agreement, the Administrative Agent (acting at the direction of the Majority Lenders) shall seek to appoint a replacement Manager acceptable to the Majority Lenders with respect to the Terminated Managed Containers as such terminations occur. If the Administrative Agent is unable to locate and qualify a replacement Manager acceptable to the Majority Lenders within sixty (60) days after the date of delivery of the Manager Termination Notice, then the Collateral Agent may (and shall, upon the direction of the Majority Lenders) appoint, or petition a court of competent jurisdiction to appoint, a company acceptable to the Majority Lenders, having a net worth of not less than \$5,000,000 and whose regular business includes equipment leasing or servicing, as the successor to the Manager of all or any part of the responsibilities, duties or liabilities of the Manager under the Management Agreement and the other Transaction Documents to which it is a party. In no event shall either the Collateral Agent or the Administrative Agent be required to act as Manager. The Manager shall continue to fulfill its duties and responsibilities as Manager with respect to those Managed Containers that are not Terminated Managed Containers in accordance with the terms of the Management Agreement and the Intercreditor Collateral Agreement. The replaced Manager shall not be entitled to receive any compensation for any period after the effective date of such replacement, but shall be entitled to receive compensation for services rendered through the effective date of such replacement except to the extent that it is unable to fulfill such duties pending the appointment of a replacement Manager. If the Manager is unable to fulfill such duties pending the appointment of a replacement Manager, the Administrative Agent shall take such actions, which it is reasonably capable of performing and as the Majority Lenders shall direct to aid in the transition of the Manager; provided, however, that no provisions of this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder, or in the exercise of any of its rights, powers or duties, if the Administrative Agent shall have reasonable grounds for believing that timely repayment in full of such funds or adequate security or indemnity against such risk or liability is not reasonably assured after taking into account the reimbursement provisions set forth in Section 302 or Section 806, as applicable. All reimbursements to the Administrative Agent shall (unless the Majority Lenders have otherwise agreed in writing to indemnify the Administrative Agent) be payable on the immediately succeeding Payment Date pursuant to the provisions of Section 302 or Section 806, as applicable, hereof. Each Lender,

the Collateral Agent, and each Hedge Counterparty shall, by accepting the benefits of this Agreement, be deemed to have agreed that the duties of the Administrative Agent are not to be construed as those of a replacement Manager. In connection with the appointment of a replacement Manager, the Collateral Agent or Administrative Agent may, with the written consent of the Majority Lenders, make such arrangements for the compensation of such replacement Manager out of Collections as the Collateral Agent and the Majority Lenders and such replacement Manager shall agree; provided, however, that no such revised compensation shall be in excess of the Management Fees permitted the Manager under the Management Agreement and the arrangement for reimbursement of expenses shall be no more favorable than that set forth in the Management Agreement unless the Majority Lenders shall approve such higher amounts; provided, further, that in no event shall any of the Collateral Agent, any Hedge Counterparty or the Administrative Agent be liable to any replacement Manager for the Management Fees or any additional amounts (including expenses and indemnifications) payable to such replacement Manager, either pursuant to the Management Agreement or otherwise. The Collateral Agent and such successor shall take such action, consistent with the Management Agreement, as shall be necessary to effectuate any such succession including exercising the power of attorney granted by the Manager pursuant to Section 9.4 of the Management Agreement.

(b) If a Manager Termination Notice has been delivered in accordance with the terms of the Management Agreement, the Collateral Agent may and shall, if directed in writing by the Majority Lenders, after first notifying the Borrower of its intention to do so, notify Account Debtors of the Borrower (and the Borrower hereby agrees to provide the Collateral Agent all commercially reasonable information to identify and locate such Account Debtors), parties to the Contracts of the Borrower, obligors in respect of Instruments of the Borrower and obligors in respect of Chattel Paper of the Borrower that the Accounts and the right, title and interest of the Borrower in and under such Contracts, Instruments, and Chattel Paper (to the extent related to the Managed Containers) have been pledged to Collateral Agent and that payments shall be made directly to the Collateral Agent or the Distribution Account; ~~provided that the ability to provide any such notifications to a Lessee of a Managed Container that is not a Terminated Managed Container is subject to the terms of the Intercreditor Collateral Agreement.~~ Upon the request of the Majority Lenders, the Borrower shall, or shall direct Manager to, so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper.

(c) Upon a Responsible Officer of the Collateral Agent obtaining actual knowledge or the actual receipt of written notice that any repurchase obligations of the Seller under Section 3.03 of the Contribution and Sale Agreement or TAL under Section 3.03 of the First-Tier Contribution and Sale Agreement have arisen, the Collateral Agent shall notify each Hedge Counterparty and the Administrative Agent of such event and shall enforce such repurchase obligations at the written direction of the Majority Lenders.

(d) Neither the Collateral Agent nor the Administrative Agent shall have any obligation to take any of the actions specified in Section 405(a), Section 405(b) or Section 405(c) unless the Collateral Agent and/or the Administrative Agent (as applicable) shall have security or indemnity reasonably satisfactory to it against the costs and expenses which may be

making funds directly or indirectly available to, any Sanctioned Person, or providing financing to or otherwise funding any transaction which would be prohibited by any applicable Sanction or, to the knowledge of the Borrower, would otherwise cause the Collateral Agent, any Lender or any party to this Agreement to be in breach of any applicable Sanction, (v) will not fund any repayment of the Loans with proceeds derived from any transaction that would be prohibited by applicable Sanctions or, to the knowledge of the Borrower, would otherwise cause the Collateral Agent, any Lender or any party to this Agreement to be in breach of any applicable Sanction, and (vi) will notify the Collateral Agent and the Administrative Agent in writing not more than five (5) Business Days after becoming aware of any breach of this clause (w).

(x) Anti-Corruption Laws and Anti-Money Laundering Laws. The operations of the Borrower are and have been conducted at all times in material compliance with all Anti-Corruption Laws applicable to it as well as financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended. The Borrower (or its limited liability company manager on its behalf) (i) has instituted, maintains and is in compliance with policies, procedures and controls reasonably designed to comply with all Anti-Corruption Laws and Anti-Money Laundering Laws applicable to it and is currently complying with, and will at all times comply with, all such Anti-Corruption Laws and Anti-Money Laundering Laws applicable to it, and (ii) is not and has not been, to its knowledge, under administrative, civil or criminal investigation or received written notice from or made a voluntary disclosure to any governmental entity regarding a possible violation by it of any Anti-Corruption Laws or Anti-Money Laundering Laws applicable to it. The Borrower will not fund any repayment of the Loans in violation of any Anti-Corruption Laws or Anti-Money Laundering Laws applicable to it. No part of the proceeds of the Loans will be used by the Borrower, any Subsidiary of the Borrower or any Affiliate of the Borrower, in violation of any Anti-Corruption Laws or Anti-Money Laundering Laws applicable to it.

(y) Intercreditor Collateral Agreement. Attached hereto as Exhibit G is a true, correct and complete copy of the Intercreditor Collateral Agreement in effect as of the Closing Date.

(z) Liquidity Coverage Ratio Matters. The Borrower:

- (1) has not issued any debt obligations other than the Loans issued or to be issued pursuant to this Agreement;
- (2) does not and will not during the term of this Agreement issue after the Closing Date (x) any other debt obligations, or (y) securities other than equity interests issued to Triton International Finance LLC under the terms of the limited liability company agreement of the Borrower; or
- (3) the assets and liabilities of the Borrower are consolidated with the assets and liabilities of Triton International Finance LLC for purposes of generally accepted accounting principles.

Section 502 Survival of Representations and Warranties. So long as any Loan is Outstanding and until payment and performance in full of the Outstanding Obligations, the

execution and filing of any financing statements and continuation statements that, in the opinion of such counsel, are required to maintain the lien and security interest of this Agreement.

Section 605 Performance of Obligations.

(a) Except as otherwise permitted by this Agreement, the Management Agreement or the Contribution and Sale Agreement, the Borrower will not take, or fail to take, any action, and will use its best efforts not to permit any action to be taken by others, which would release any Person from any of such Person's covenants or obligations under any agreement or instrument included in the Collateral, or which would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such agreement or instrument; provided that, nothing in this Agreement shall prohibit the Borrower, or the Manager on the Borrower's behalf, from renegotiating, amending or consenting to waivers to Leases in accordance with the terms of the Management Agreement.

(b) Nothing in this Agreement shall be construed as requiring the consent of the Collateral Agent or any Lender for the exercise by any Hedge Counterparty of its rights to (i) terminate the related Hedge Agreement in accordance with its terms in the event of any event of default or termination event (however defined) under such Hedge Agreement, (ii) undertake any permitted transfer under any Hedge Agreement, or (iii) reduce the notional amount in accordance with the terms of any Hedge Agreement in the event of a notional reduction event (however defined).

Section 606 Negative Covenants. The Borrower will not, without the prior written consent of the Majority Lenders:

(a) at any time sell, transfer, exchange or otherwise dispose of any of the Collateral, except as follows:

(i) in connection with a sale, conveyance or transfer pursuant to the provisions of Section 612 or Section 815 hereof; or

(ii) in connection with a substitution or repurchase of Managed Containers as permitted or required in accordance with the terms of the Contribution and Sale Agreement; or

(iii) sales of Managed Containers (including any such sales resulting from the sell/repair decision of the Manager) to unaffiliated third parties that are not Sanctioned Persons, and to the extent that such sales are on terms and conditions that would be obtained in an ordinary course, arms-length transaction, to Affiliates regardless of the ~~sales proceeds~~ Sales Proceeds realized from such sales so long as an Asset Base Deficiency is not then continuing or would result from such sale of Managed Containers after giving effect to the application of the proceeds of such sales; provided, however, that (x) after giving effect to each such sale, the Borrower shall be in compliance with Section 628 hereof and (y) if an Early Amortization Event (including the existence of an Asset Base Deficiency)

has occurred and is continuing or would result from any such sale (after giving effect to the application of the proceeds thereof), no such sale may be made to an Affiliate under this clause (iii) unless the net proceeds from such sale are greater than or equal to the Adjusted Net Book Value of the Managed Containers being sold; or

(iv) if an Asset Base Deficiency is then continuing or would result from such sale of Managed Containers after giving effect to the application of the proceeds of such sales, sales of Managed Containers (including any such sales resulting from the sell/repair decision of the Manager), regardless of the ~~sales-proceeds~~ Sales Proceeds realized from such sales so long as (A) no Event of Default is then continuing or would result from such sale, (B) any sales to Affiliates made pursuant to this clause (iv) are made on terms and conditions that would be obtained in an ordinary course, arms-length transaction and the net proceeds from any such sale are greater than or equal to the Adjusted Net Book Value of the Managed Containers being sold, (C) after giving effect to each such sale, the Borrower shall be in compliance with Section 628 hereof and (D) the aggregate sum of the Net Book Values of all Managed Containers that were sold pursuant to this clause (iv) during the applicable Collection Period and the three (3) immediately preceding Collection Periods for proceeds which are less than the Adjusted Net Book Value of the Managed Containers so sold does not exceed an amount equal to the product of (x) five percent (5%) times (y) an amount equal to a quotient (A) the numerator of which is equal to the sum of the aggregate Net Book Value of all Managed Containers as of the last day of each of the four (4) immediately preceding Collection Periods and (B) the denominator of which is equal to four (4); or

(v) any other sales of Managed Containers to Persons that are not Sanctioned Persons which are not covered by the preceding clauses provided that each such sale shall be specifically approved by (A) the Majority Lenders and (B) the Manager on behalf of the Borrower; or

(vi) in connection with a Casualty Loss.

Notwithstanding the foregoing limitations of this Section 606(a), the Borrower may sell Managed Containers to the Seller (or its designated Affiliate) in order to permit the Borrower to refinance Indebtedness in an amount of at least Twenty Five Million Dollars (\$25,000,000) incurred by the Borrower pursuant to this Agreement on no more than twelve (12) occasions in any calendar year subject to satisfaction of all of the following conditions:

- (A) no Event of Default, Early Amortization Event or Asset Base Deficiency is then continuing or would result from such sale, after giving effect to such sale and any required prepayment of the Loans;
- (B) the Sales Proceeds received by the Borrower from such sale is an amount in cash that is not less than the greater of (i) the sum of the Fair Market Values of the sold Managed Containers, and (ii) the sum of the Net Book

the resolutions, agreements and other instruments underlying the transaction contemplated by the Transaction Documents.

Section 617 Investment Company Act. The Borrower will conduct its operations in a manner which will not subject it to registration as an “investment company” under the Investment Company Act of 1940, as amended.

Section 618 Payments of Collateral. If the Borrower shall receive from any Person any payments with respect to the Collateral (to the extent such Collateral has not been released from the Lien of this Agreement), the Borrower shall receive such payment in trust for the Collateral Agent, on behalf of the Secured Parties, and subject to the Collateral Agent’s security interest and shall deposit such payment in the Distribution Account as required under this Agreement.

Section 619 Notices. The Borrower shall notify the Collateral Agent and each Secured Party in writing of any of the following promptly, but in any event within seven (7) Business Days upon an Authorized Officer learning of the occurrence thereof, describing the same and, if applicable, the steps being taken by the Person(s) affected with respect thereto:

- (a) Default. The occurrence of an Event of Default;
- (b) Litigation. The institution of any litigation, arbitration proceeding or Proceeding before any Governmental Authority which reasonably will be expected to result in a Material Adverse Change;
- (c) Material Adverse Change. The occurrence of a Material Adverse Change;
- (d) Sanctions. Any violation, or investigation of a violation by the Borrower of Sanctions; or
- (e) Other Events. The occurrence of an Early Amortization Event or such other events that would, with the giving of notice or the passage of time or both, constitute an Event of Default or an Early Amortization Event.

Section 620 Books and Records. The Borrower shall maintain complete and accurate books and records in which full and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to its business and activities. In connection with each transfer of Transferred Assets to the Borrower, the Borrower shall report, or cause to be reported, on its financial records the transfer of the Transferred Assets as a purchase or capital contribution (if applicable) under GAAP. The Borrower will ensure that the notes accompanying any consolidated financial statements issued by Triton Holdco (or issued by any Subsidiary of Triton Holdco, ~~including TCIL~~, whose consolidated financial statements then include the accounts of the Borrower) note that the Borrower is a bankruptcy remote special purpose subsidiary established to obtain securitized financing.

Section 621 Subsidiaries. The Borrower shall not create any Subsidiaries.

Section 622 Investments. The Borrower shall not make or permit to exist any Investment in any Person except for Investments in Eligible Investments made in accordance with the terms of this Agreement.

Section 623 Use of Proceeds.

(a) The Borrower shall use the proceeds of the Loans only for (i) the purchase of Containers and Related Assets and to pay on the related Transfer Date any Manufacturer Debt in respect of such acquired Containers and (ii) other general company purposes including the distribution of dividends, repayment of debt and paying costs relating to obtaining the Loans and any other purposes contemplated by Section 302. The Borrower shall not, directly or, to its knowledge, indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Person for use, in any manner that would result in a violation of applicable Sanctions.

(b) The Borrower shall not permit any proceeds of the Loans to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of “purchasing or carrying any margin stock” within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time, and shall furnish to each Lender, upon its request, a statement in conformity with the requirements of Regulation U.

Section 624 Asset Base Certificate. The Borrower shall prepare and deliver to the Collateral Agent and the Administrative Agent on or before each Determination Date, an Asset Base Certificate as of the end of the immediately preceding fiscal month of the Borrower.

Section 625 Financial Statements.

(a) The Borrower shall deliver to the Collateral Agent the following financial statements prepared in accordance with GAAP (subject to the limitations set forth below): (a) the quarterly financial statements of the Borrower within sixty (60) days after the end of each fiscal quarter; (b) annual unaudited financial statements of the Borrower within one hundred and twenty (120) days after the end of each fiscal year; (c) annual audited consolidated ~~and unaudited consolidating~~ financial statements of Triton Holdco and its Consolidated Subsidiaries (solely to the extent not filed or to be filed with the Securities and Exchange Commission), ~~TCIL and their respective Consolidated Subsidiaries~~ together with the report of its Independent Accountants, within (x) in the event that Triton Holdco ~~or TCIL, as applicable,~~ shall not then have at least one class of securities registered under the Exchange Act, one hundred fifty (150) days after the end of each fiscal year, or (y) in the event that Triton Holdco ~~or TCIL, as applicable,~~ shall then have at least one class of securities registered under the Exchange Act, the earlier of (A) one hundred fifty (150) days after the end of each fiscal year, or (B) ten (10) days following the filing of such annual audited consolidated financial statements with the Securities and Exchange Commission; (d) within one hundred fifty (150) days after the end of each fiscal year of ~~TCIL~~ Triton Holdco, a report addressed to the manager of the Borrower, to the effect that such firm of accountants has audited the books and records of ~~TCIL~~ Triton Holdco, and issued its report in connection with the audit report on the consolidated financial statements of ~~TCIL~~ Triton Holdco and specifying the results of the

application of such agreed upon procedures, as the Administrative Agent shall reasonably agree from time to time, relating to the objectives specified on Exhibit ~~CD~~ to the Management Agreement; and (e) within sixty (60) days after the close of the first three fiscal quarters in each fiscal year of ~~TCIL and Triton Holdco~~ (to the extent not publicly filed) ~~Triton Holdco~~, the consolidated balance sheet of Triton Holdco (if applicable), ~~TCIL and their respective~~ and its Consolidated Subsidiaries as at the end of such fiscal quarter, the related consolidated statements of income for such fiscal quarter and cash flows for the elapsed portion of the fiscal year ended with the last day of such fiscal quarter. All such financial statements shall be prepared in accordance with GAAP, subject to, in the case of unaudited financial statements, the absence of footnotes, and in the case of the quarterly financial statements, the absence of year-end adjustments.

(b) Within one hundred fifty (150) days after the end of each fiscal year, the Borrower shall deliver to the Collateral Agent an Officer's Certificate certifying that, as of the date of such certificate, there have been no changes in the name or jurisdiction of formation of the Borrower.

(c) Delivery of any reports, information and documents to the Collateral Agent is for informational purposes only and the Collateral Agent's receipt of such (including monthly distribution reports) and any publicly available information shall not constitute actual or constructive notice or knowledge of any information contained therein or determinable from information contained therein, including the Borrower's compliance with any of its covenants hereunder (as to which the Collateral Agent is entitled to rely exclusively on Officer's Certificates). In the event such independent public accountants require the Collateral Agent to agree to the procedures to be performed by such firm in any of the reports required to be prepared pursuant to this Section 625 the Borrower or the Administrative Agent shall direct the Collateral Agent in writing to so agree; it being understood and agreed that the Collateral Agent will deliver such letter of agreement in conclusive reliance upon the direction of the Borrower or the Administrative Agent, as the case may be, and the Collateral Agent has not made any independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

Section 626 UNIDROIT Convention. The Borrower shall comply with the terms and provisions of the UNIDROIT Convention or any other internationally recognized system for recording interests in or liens against shipping containers at the time that such convention is adopted.

Section 627 Reserved.

Section 628 Interest Rate Hedging Requirement.

(a) On or before the Hedge Effective Date, the Borrower will enter into, and maintain one or more Interest Rate Hedge Agreements that meet the following requirements (the "Hedging Requirement"): (i) the aggregate notional balance of all such Interest Rate Hedge Agreements will equal or exceed seventy-five percent (75%) of the Required Hedge Base Amount, (ii) the aggregate notional balance of all outstanding Interest Rate Hedge Agreements (other than interest rate cap agreements) will be less than or equal to one hundred five percent

Section 635 Amendment of Intercreditor Collateral Agreement. Without the prior written consent of the Majority Lenders, the Borrower shall not consent to any amendment, modification or revision to the Intercreditor Collateral Agreement except for any supplement thereto needed to designate an additional “~~Managed Equipment Owner~~” or “~~Managed Equipment Lender~~ Triton Entity” and/or “Triton Secured Creditor”, as each such term is defined in the Intercreditor Collateral Agreement.

Section 636 Inspection.

(a) Upon reasonable request, the Borrower agrees that it shall make available to any representative of each of the Collateral Agent, the Administrative Agent, the Lenders and any Hedge Counterparty and their duly authorized representatives, attorneys or accountants, for inspection and copying its books of account, records and reports relating to the Managed Containers and copies of all Leases or other documents relating thereto at the times and in accordance with the provisions of the Management Agreement. Any expense incident to the reasonable exercise by the Collateral Agent, the Administrative Agent, any Hedge Counterparty or the Lenders of any right under this Section (except for one annual inspection at the expense of the Borrower) shall be borne by the Person exercising such right unless an Early Amortization Event, Manager Default or Event of Default shall have occurred and then be continuing in which case such expenses shall be borne by the Borrower.

(b) The Borrower also agrees to make available on a reasonable basis to each of the Collateral Agent, the Administrative Agent, each Lender and each Hedge Counterparty a Managing Officer for the purpose of answering reasonable questions respecting recent developments affecting the Borrower.

(c) Each of the Administrative Agent and the Lenders agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by Applicable Law or by any subpoena or similar legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Transaction Document or any action or proceeding relating to this Agreement or any other Transaction Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or participant in, or any prospective assignee of or Participant in, any rights and obligations under this Agreement, or (ii) any actual or prospective party (or its related parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) to (1) any rating agency in connection with a rating of the Borrower, the Loans issued pursuant to this Agreement, the transaction described in the Transaction Documents or the commercial paper issued by, or on behalf of, a Conduit Lender, (2) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of the CUSIP numbers with respect to this Agreement with respect to any Conduit Lender or (3) any dealers

of such Transaction Document in accordance with its terms) enforceable in accordance with its terms; or

- (15) the Borrower fails to be a Subsidiary of Triton Holdco.

Section 802 Acceleration of Stated Maturity. Upon the occurrence of an Event of Default of the type described in paragraph (6) or (7) of Section 801, the unpaid Aggregate Loan Principal Balance of, and accrued interest on, the Loans, together with all other amounts then due and owing to the Lenders and each Hedge Counterparty, shall become immediately due and payable without further action by any Person. Except as set forth in the immediately preceding sentence, if an Event of Default under Section 801 occurs and is continuing, then and in every such case the Collateral Agent shall at the direction of the Majority Lenders declare the principal of and accrued interest on the Loans then Outstanding to be due and payable immediately, by a notice in writing to the Borrower, each Hedge Counterparty and to the Collateral Agent given by the Majority Lenders, and upon any such declaration such principal and accrued interest shall become immediately due and payable.

Section 803 Collection of Indebtedness. The Borrower covenants that, if an Event of Default occurs and is continuing and a declaration of acceleration has been made under Section 802 and not rescinded, the Borrower will, upon demand of the Collateral Agent (acting at the direction of the Majority Lenders), pay to the Collateral Agent, for the benefit of the Secured Parties, an amount equal to the whole amount then due and payable on the Loans for principal and interest, with interest upon the overdue principal and, to the extent that payment of such interest shall be legally enforceable, upon overdue installments of interest, at the Default Rate payable with respect to each Loan and, in addition thereto, such further amount as shall be sufficient to cover all other Outstanding Obligations, the costs and out-of-pocket expenses of collection, including the reasonable and documented compensation, expenses, disbursements and advances of the Collateral Agent and the Majority Lenders, their respective agents and counsel incurred in connection with the enforcement of this Agreement.

Section 804 Remedies. If an Event of Default occurs and is continuing, the Collateral Agent, by such officer or agent as it may appoint, shall notify each Lender, each Hedge Counterparty and the Administrative Agent of such Event of Default. So long as an Event of Default is continuing or at any time after a declaration of acceleration has been made, the Collateral Agent shall if instructed by the Majority Lenders:

(i) institute any Proceedings, in its own name and as trustee of an express trust, for the collection of all amounts then due and payable under this Agreement, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Collateral and any other assets of the Borrower any monies adjudged due;

(ii) subject to the quiet enjoyment rights of any lessee of a Managed Container ~~and the restrictions set forth in Section 3 of the Intercreditor Collateral Agreement~~, sell (subject to, in the case of any Managed Container that is not a Terminated Managed Container, the rights of the Manager under the Management Agreement ~~and the Intercreditor Collateral Agreement~~), hold or lease the

(c) The Collateral Agent shall execute and deliver an appropriate instrument of conveyance provided to it transferring its interest in any portion of the Collateral in connection with a Sale thereof. In addition, the Collateral Agent is hereby irrevocably appointed the agent and attorney-in-fact of the Borrower to transfer and convey its interest (subject to lessees' rights of quiet enjoyment) in any portion of the Collateral in connection with a Sale thereof, and to take all action necessary to effect such Sale. No purchaser or transferee at such a Sale shall be bound to ascertain the Collateral Agent's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

(d) The Collateral Agent acknowledges that its right to sell, transfer or otherwise convey any Hedge Agreement or any transaction outstanding thereunder, or to exercise foreclosure rights with respect thereto shall be subject to compliance with the provisions of the applicable Hedge Agreement.

Section 816 Collateral Agent Action. The Collateral Agent's right to seek and recover judgment on the Loans or under this Agreement shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Agreement. Neither the Lien of this Agreement nor any rights or remedies of the Collateral Agent, any Hedge Counterparty or the Lenders shall be impaired by the recovery of any judgment by the Collateral Agent against the Borrower or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Borrower.

ARTICLE IX

THE COLLATERAL AGENT

Section 901 Duties of the Collateral Agent. Each of the Lenders hereby (i) appoints Wilmington Trust, N.A. to act as the Collateral Agent under this Agreement and the other Transaction Documents and as its "representative" as such term is used in the UCC, and (ii) authorizes and directs the Collateral Agent to enter into the Intercreditor Collateral Agreement and the Control Agreements. The Collateral Agent, prior to the occurrence of an Event of Default or after the cure or waiver of any Event of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied duties shall be inferred against it. If any Event of Default has occurred and is continuing, the Collateral Agent, at the written direction of the Majority Lenders, shall exercise such of the rights and powers vested in it by this Agreement, ~~and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.~~

The Collateral Agent, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Collateral Agent which are specifically required to be furnished pursuant to any provisions of this Agreement, shall, as expressly set forth in this Agreement, determine whether they are substantially in the form required by this Agreement; provided, however, that the Collateral Agent shall not be responsible for investigating or re-calculating, evaluating, certifying, verifying or independently determining the accuracy or content (including mathematical calculations) of any such resolution, certificate,

the board resolutions and incumbency certificates of the related company in form and substance satisfactory to each Lender as to such matters as the Lender shall reasonably require.

(b) Transaction Documents; Notes. This Agreement and all other Transaction Documents shall have been executed and delivered by the Borrower and all other parties thereto, together with such other documents reasonably requested by the Administrative Agent, the Collateral Agent or any Lender. There shall have been delivered to the Administrative Agent for the account of each Lender that has requested a Note, the appropriate Note, in each case executed by the Borrower and in the amount, maturity and as otherwise provided herein.

(c) Opinions of Counsel. Opinions from counsel to the Borrower, the Seller, the Container Service Provider, TAL and the Manager, each dated the Closing Date and in form and in substance satisfactory to each Lender, as to such matters as it shall reasonably require including, without limitation, true sale, non-consolidation, enforceability, investment company act, corporate matters, perfected security interest in the Collateral and such other matters incident to the transactions contemplated herein as the Administrative Agent may reasonably request.

(d) Certificate as to Managed Containers. A certificate from the Manager, dated the Closing Date, certifying that it is managing all of the Managed Containers in accordance with the Management Agreement in satisfactory form shall have been duly executed and delivered.

(e) Fees. The Borrower shall have paid all fees owing to the Administrative Agent, the Collateral Agent and the Lenders, including the Upfront Fee.

(f) Matters regarding the Collateral. The Administrative Agent and the Lenders shall have received from the Borrower satisfactory evidence of (i) the existence or validity of the Collateral, (ii) the perfection of the Collateral Agent's security interest in the Collateral, and (iii) compliance by the Borrower, the Seller, the Container Service Provider and the Manager with all of their respective covenants, and the accuracy of all of their respective warranties or representations, in each case to the extent such covenants, warranties or representations relate to the Collateral.

(g) Notices. The Borrower (or the Manager on its behalf) shall have delivered notices of (i) the designation of the Borrower as an "Unrestricted Subsidiary" under the TCIL Credit Agreement, and (ii) the designation of the Borrower and Collateral Agent as a "Managed Equipment Owner" and "Managed Equipment Lender", respectively, under the Intercreditor Collateral Agreement in effect as of the Closing Date.

(h) Officer's Certificate. The Administrative Agent shall have received a certificate from the Borrower, dated as of the Closing Date and signed by an Authorized Officer, certifying (a) that no Default, Event of Default or Early Amortization Event exists on such date and (b) all representations and warranties of the Borrower contained herein and in each other Transaction Document are true and correct in all material respects.

SCHEDULE II

Commitments

<u>Lender</u>	<u>Commitment</u>
ABN AMRO Capital USA LLC	*** [*]
Wells Fargo Bank, National Association	*** [*]
<u>Bank of America, N.A.</u>	*** [*]
<u>Citizens Bank, National Association</u>	*** [*]
<u>Credit Suisse AG, Cayman Islands Branch</u>	*** [*]
<u>ING Belgium SA/NV</u>	*** [*]
<u>PNC Bank National Association</u>	*** [*]
<u>Mizuho Bank, Ltd.</u>	*** [*]
<u>Regions Bank</u>	*** [*]

* The Commitment for each Lender has been redacted in accordance with Item 601(a)(5) of Regulation S-K as it does not constitute information material to an investment or voting decision. The aggregate Commitments for all Lenders totaled \$1,125,000,000.

Exhibit B

Form of Second Amended and Restated Intercreditor Collateral Agreement

[***]^{*}

* This exhibit has been omitted in accordance with Item 601(a)(5) of Regulation S-K as it does not contain information material to an investment or voting decision.

Exhibit C

Amendment to Management Agreement

[***]^{*}

* This exhibit has been omitted in accordance with Item 601(a)(5) of Regulation S-K as it does not contain information material to an investment or voting decision.

SUBSIDIARIES OF TRITON INTERNATIONAL LIMITED AS OF DECEMBER 31, 2021

Name	Jurisdiction
Triton Container International Limited	Bermuda
Triton Container International, Incorporated of North America	California
TAL International Group, Inc.	Delaware
TAL International Container Corporation	Delaware
TAL Advantage VII LLC	Delaware
TAL Finance III LLC	Delaware
Triton International Finance LLC	Delaware
TIF Funding LLC	Delaware
TIF Funding II LLC	Delaware
Triton Container Finance VII LLC	Delaware
Triton Container Finance VIII LLC	Delaware
Triton International Australia Pty Limited	Australia
Triton International Container BV	Belgium
Triton Container Sul Americana - Transporte e Comércio Ltda.	Brazil
Triton Container International GmbH	Germany
Triton Limited	Hong Kong
Tristar Container Services (Asia) Private Limited **	India
Triton International Japan Limited	Japan
Triton Container International B.V.	Netherlands
Triton Container (S) Pte Ltd	Singapore
Triton Container South Africa (Pty) Ltd*	South Africa
ICS Terminals (UK) Limited	United Kingdom
Triton Container UK Limited	United Kingdom

* - In Liquidation

** - Joint Venture between Triton Container International Limited and Marine Container Services (India) Private Limited

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statement (No. 333-213013) on Form S-8 and the registration statement (No. 333-248482) on Form S-3 of our report dated February 15, 2022, with respect to the consolidated financial statements and financial statement schedules I to II of Triton International Limited and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

February 15, 2022

CERTIFICATION

I, Brian M. Sondey, certify that:

1. I have reviewed this Annual Report on Form 10-K of Triton International Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the 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 Rule 13a-15(f) and 15(d)-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 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: February 15, 2022

/s/ BRIAN M. SONDEY

Brian M. Sondey
Chairman and Chief Executive Officer

CERTIFICATION

I, John Burns, certify that:

1. I have reviewed this Annual Report on Form 10-K of Triton International Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the 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 Rule 13a-15(f) and 15(d)-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 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: February 15, 2022

/s/ JOHN BURNS

John Burns
Chief Financial Officer

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Triton International Limited (the “Company”) on Form 10-K for the period ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Brian M. Sondey, Chairman of the Board, Director and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 15, 2022

/s/ BRIAN M. SONDEY

Brian M. Sondey
Chairman and Chief Executive Officer

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Triton International Limited (the “Company”) on Form 10-K for the period ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, John Burns, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 15, 2022

/s/ JOHN BURNS

John Burns
Chief Financial Officer