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

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to section 13 or 15(d)  
of the Securities exchange act of 1934

**Date of Report (Date of earliest event reported): February 9, 2016**

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**McGRATH RENTCORP**  
(Exact name of registrant as specified in its Charter)

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**California**  
(State or other jurisdiction  
of incorporation)

**0-13292**  
(Commission  
File Number)

**94-2579843**  
(I.R.S. Employer  
Identification No.)

**5700 Las Positas Road, Livermore, CA 94551-7800**  
(Address of principal executive offices)

**(925) 606-9200**  
(Registrant's Telephone Number, Including Area Code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On February 9, 2016, McGrath RentCorp (the “Company”) entered into a second amendment (the “Amendment”) to the Note Purchase and Private Shelf Agreement with Prudential Investment Management, Inc. (“PIM”), The Prudential Insurance Company of America and Prudential Retirement Insurance and Annuity Company (collectively, the “Purchasers”). The Amendment amended certain terms of the Note Purchase and Private Shelf Agreement, dated April 21, 2011 between the Company and the Purchasers which was amended on March 17, 2014 (collectively, the “Agreement”).

Pursuant to the Amendment, among other things, (i) the issuance period for the senior notes (the “Shelf Notes”) to be issued and sold pursuant to the Agreement is extended until the earlier of February 9, 2019 or the termination of the issuance and sale of the Shelf Notes upon the 30 days’ prior notice of either PIM or the Company, and (ii) the definition of the “Available Facility Amount,” which is the aggregate amount of the Shelf Notes that may be authorized for purchase pursuant to the Agreement was amended to equal a formula based on: \$250 million, minus the aggregate principal amount of the Shelf Notes then outstanding and purchased pursuant to the Agreement, minus the Shelf Notes accepted by the Company for purchase, but not yet purchased, by the Purchasers pursuant to the Agreement; provided, however, the aggregate amount of the Shelf Notes purchased by any corporation or other entity controlling, controlled by, or under common control with, PIM shall not exceed \$200 million.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The disclosure required by this item is included in “Item 1.01 Entry into a Material Definitive Agreement,” which is incorporated by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment, dated as of February 9, 2016, to the Note Purchase and Private Shelf Agreement dated as of April 21, 2011 among the Company, Prudential Investment Management, Inc., The Prudential Insurance Company of America and Prudential Retirement Insurance and Annuity Company, as amended on March 17, 2014.

**SIGNATURES**

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

McGRATH RENTCORP

Dated: February 11, 2016

By: /s/ Keith E. Pratt

Keith E. Pratt

Senior Vice President and Chief Financial Officer

February 9, 2016

**MCGRATH RENTCORP**  
5700 Las Positas Road  
Livermore, CA 94551  
Attn.: Chief Financial Officer

Re: Amendment to Note Purchase and Private Shelf Agreement

Ladies and Gentlemen:

Reference is made to that certain Note Purchase and Private Shelf Agreement, dated April 21, 2011 (as amended as of March 17, 2014, the "**Note Purchase Agreement**"), by and between McGrath RentCorp (the "**Company**") and the Subsidiary Guarantors named on the signature pages hereof, on the one hand, and PGIM, Inc. (formerly known as Prudential Investment Management, Inc. and referenced to herein as "**PIM**") and each of the Persons listed on Annex A hereto (collectively with PIM, the "**Purchasers**"), on the other hand. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Note Purchase Agreement.

Pursuant to the request of the Company and the provisions of Section 17 of the Note Purchase Agreement, the Purchasers hereby agree as follows:

1. The first sentence of Section 1B of the Note Purchase Agreement is amended and restated in its entirety as follows:

The Company may authorize the issue and sale of its additional senior notes (as amended, restated, supplemented or otherwise modified from time to time, the "**Shelf Notes**"), to be dated the date of issue thereof, to mature, in the case of each Shelf Note so issued, no more than 12 years after the date of original issuance thereof, to have an average life, in the case of each Shelf Note so issued, of no more than 10 years, to bear interest on the unpaid balance thereof from the date thereof at the rate per annum, and to have such other particular terms, as shall be set forth, in the case of each Shelf Note so issued, in the Confirmation of Acceptance with respect to such Shelf Note delivered pursuant to Section 2B(5), and to be substantially in the form of Exhibit A-2.

2. The third sentence of section 2B(1) of the Note Purchase Agreement is hereby amended and restated to read in its entirety as follows:

At any time, (i) \$250,000,000, minus (ii) the aggregate principal amount of Notes then outstanding, minus (iii) the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold hereunder prior to such time, is herein called the "**Available Facility Amount**" at such time. Notwithstanding anything to the contrary appearing herein, in no event shall any Note be purchased under the Facility by a Prudential Affiliate described in clause (i) of the definition thereof if, upon giving effect to such purchase and the use of proceeds thereof, the aggregate principal amount of all Notes and any other notes of the Company then outstanding and held by all Prudential Affiliates described in such clause, would exceed \$200,000,000.

3. Clause (i) of Section 2B(2) of the Note Purchase Agreement is amended by deleting the existing text thereof and substituting therefor "February 9, 2019, and".

This letter agreement shall be limited precisely as written and shall not be deemed to be (a) an amendment, consent or waiver of any other terms or conditions of the Note Purchase Agreement or any other document related to the Note Purchase Agreement or (b) an agreement to any future amendment, consent or waiver. Except as expressly set forth in this letter agreement, the Note Purchase Agreement and the documents related to the Note Purchase Agreement shall continue in full force and effect. The Company hereby acknowledges and reaffirms all of its obligations and duties under the Note Purchase Agreement and the Notes.

This document may be executed in multiple counterparts, which together shall constitute a single document.

**THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.**

If you are in agreement with the foregoing, please sign and have each of the Subsidiary Guarantors sign the enclosed counterpart of this letter agreement in the space indicated and return it to the Purchasers at the above address whereupon, it shall become a binding agreement between the Company and the Purchasers.

Sincerely,

**PGIM, INC.**

By: /s/ Stephen Domeier  
Title: Vice President (Prudential Capital Group)

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**

By: /s/ Stephen Domeier  
Title: Vice President (Prudential Capital Group)

**PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY**

By: PGIM, Inc., investment manager

By: /s/ Stephen Domeier  
Name: Stephen Domeier  
Title: Vice President (Prudential Capital Group)

**FARMERS NEW WORLD LIFE INSURANCE COMPANY**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Stephen Domeier

Title: Vice President (Prudential Capital Group)

**ZURICH AMERICAN LIFE INSURANCE COMPANY**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Stephen Domeier

Title: Vice President (Prudential Capital Group)

**MTL INSURANCE COMPANY**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Stephen Domeier

Title: Vice President (Prudential Capital Group)

**MCGRATH RENTCORP**

February 9, 2016

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Accepted and agreed to

as of the date first  
appearing above:

**MCGRATH RENTCORP**

By: /s/ Keith Pratt

\_\_\_\_\_  
Name: Keith Pratt

Title: CFO

Each of the undersigned acknowledges, consents to, and agrees with the modifications effected by this letter agreement and further reaffirms all of their obligations under the Multiparty Guaranty and the other Transaction Documents to which it is a party:

**ENVIROPLEX, INC.**

By: /s/ Keith Pratt

\_\_\_\_\_  
Name: Keith Pratt

Title: CFO

**MOBILE MODULAR MANAGEMENT CORPORATION**

By: /s/ Keith Pratt

\_\_\_\_\_  
Name: Keith Pratt

Title: CFO

**ADLER TANK RENTALS, LLC**

By: /s/ Keith Pratt

\_\_\_\_\_  
Name: Keith Pratt

Title: CFO



**ANNEX A**

**PURCHASERS**

The Prudential Insurance Company of America  
Prudential Retirement Insurance and Annuity Company  
Farmers New World Life Insurance Company  
Zurich American Life Insurance Company  
MTL Insurance Company