SeaCube Container Leasing Ltd.
Form PRER14A
February 28, 2013
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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of the

Securities Exchange Act of 1934

(Amendment No. 1)

Filed by the Registrant x Filed by a Party other than the Registrant ¨

Check the appropriate box

x Preliminary Proxy Statement
¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
¨ Definitive Proxy Statement
¨ Definitive Additional Materials
¨ Soliciting Material Pursuant to § 240.14a-12

SeaCube Container Leasing Ltd.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

¨ No fee required.

x Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

Common shares, par value $0.01 per share, of SeaCube Container Leasing Ltd.

(2) Aggregate number of securities to which transaction applies:

20,413,359 common shares

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

The filing fee was determined based on 20,413,359 common shares issued and outstanding as of February 27, 2013. The fee was determined by multiplying (A) the product of (x) the number of common shares that are expected to be issued and outstanding immediately prior to the effective time of the amalgamation and (y) the consideration of $23.00 in cash per common share by (B) 0.00013640 (in accordance with Section 14(g) of the Exchange Act).

(4) Proposed maximum aggregate value of transaction:

$469,507,257.00

(5) Total fee paid:

$64,040.79

¨ Fee paid previously with preliminary materials.

x Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid: $63,648.64

(2) Form, Schedule or Registration Statement No.: Schedule 14A Preliminary Proxy Statement

(3) Filing Party: SeaCube Container Leasing Ltd.

(4) Date Filed: January 29, 2013

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PRELIMINARY PROXY STATEMENT SUBJECT TO COMPLETION

DATED FEBRUARY 28, 2013

[ ], 2013

Dear Shareholder:

SeaCube Container Leasing Ltd. (SeaCube), 2357575 Ontario Limited (Buyer) and SC Acquisitionco Ltd., a subsidiary of Buyer (Acquisition Sub), have entered into an Agreement and Plan of Amalgamation, dated as of January 18, 2013 (together with the Bermuda Amalgamation Agreement set forth on Exhibit A thereto, the amalgamation agreement). Pursuant to the terms of the amalgamation agreement, SeaCube and Acquisition Sub will amalgamate under the laws of Bermuda, and the amalgamated company will continue as a Bermuda exempted company and as a subsidiary of Buyer (the amalgamation).

If the amalgamation is completed, shareholders will have the right to receive $23.00 in cash, without interest and less any applicable withholding tax, for each common share, par value $0.01 per share, of SeaCube (common shares) that they own immediately prior to the effective time of the amalgamation.

We will hold a special general meeting of our shareholders (the special general meeting) in connection with the proposed amalgamation on [ ], 2013 at [ ], local time. At the special general meeting, shareholders will be asked to vote on the proposal to approve and adopt the amalgamation agreement and to approve the amalgamation. The affirmative vote of a majority of the votes cast at the special general meeting at which a quorum is present, in accordance with SeaCube s bye-laws, is required to approve and adopt the amalgamation agreement and to approve the amalgamation.

We cannot complete the amalgamation unless shareholders approve and adopt the amalgamation agreement and to approve the amalgamation. **Your vote is very important, regardless of the number of shares you own. Whether or not you expect to attend the special general meeting in person, please vote or otherwise submit a proxy to vote your shares as promptly as possible so that your shares may be represented and voted at the special general meeting.**

The SeaCube board of directors (the board) has determined that the amalgamation agreement, the amalgamation and the other transactions contemplated thereby are fair to and in the best interests of SeaCube and its shareholders and has unanimously approved the amalgamation agreement, the amalgamation and the other transactions contemplated thereby. **After careful consideration, the board recommends that shareholders vote FOR the proposal to approve and adopt the amalgamation agreement and to approve the amalgamation.**

The board also recommends that shareholders vote FOR the proposal to approve an adjournment of the special general meeting, if necessary or appropriate in the view of the board, to solicit additional proxies in favor of the proposal to approve and adopt the amalgamation agreement and to approve the amalgamation if there are not sufficient votes at the time of such adjournment to approve and adopt the amalgamation agreement and to approve the amalgamation.

In addition, the Securities and Exchange Commission has adopted rules that require us to seek a non-binding, advisory vote with respect to certain compensation that will or may become payable to SeaCube s named executive officers that is based on or otherwise relates to the amalgamation. The board recommends that shareholders vote FOR the named executive officer amalgamation-related compensation proposal described in the accompanying proxy statement.

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The obligations of SeaCube and Buyer to complete the amalgamation are subject to the satisfaction or waiver of certain conditions. The accompanying proxy statement contains detailed information about SeaCube, the special general meeting, the amalgamation agreement and the amalgamation.

On behalf of the board, thank you for your continued support.

Sincerely,

Joseph Kwok

Chief Executive Officer

SeaCube Container Leasing Ltd.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the amalgamation, passed upon the merits of the amalgamation agreement or the transactions contemplated thereby, which would include the amalgamation, or determined if this proxy statement is accurate or complete. Any representation to the contrary is a criminal offense.

This proxy statement will not be filed with any government or regulatory authority in Bermuda. Neither the Bermuda Monetary Authority nor the Registrar of Companies in Bermuda accepts any responsibility for SeaCube s financial soundness or the correctness of any of the statements made or opinions expressed in this proxy statement.

This proxy statement is dated [ ], 2013 and is first being mailed to shareholders on or about [ ], 2013.

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PRELIMINARY PROXY STATEMENT SUBJECT TO COMPLETION

DATED FEBRUARY 28, 2013

SeaCube Container Leasing Ltd.

1 Maynard Drive

Park Ridge, New Jersey 07656

NOTICE OF SPECIAL GENERAL MEETING OF SHAREHOLDERS

To Be Held On [ ], 2013

Dear Shareholders of SeaCube Container Leasing Ltd.:

We are pleased to invite you to attend the special general meeting (the special general meeting) of shareholders of SeaCube Container Leasing Ltd. (SeaCube), a Bermuda exempted company, which we will hold at [ ], on [ ], 2013. The meeting will begin at [ ], local time, and is being held for the following purposes:

- to consider and vote on a proposal to approve and adopt the Agreement and Plan of Amalgamation, dated as of January 18, 2013, by and among SeaCube, 2357575 Ontario Limited (Buyer) and SC Acquisitionco Ltd., a subsidiary of Buyer (together with the Bermuda Amalgamation Agreement set forth on Exhibit A thereto, the amalgamation agreement), a copy of which is included as Annex A to this proxy statement of which this notice forms a part, and to approve the amalgamation of SeaCube and SC Acquisitionco Ltd. upon the terms and conditions of the amalgamation agreement (the amalgamation);

- to approve an adjournment of the special general meeting, if necessary or appropriate in the view of the chairman of the special general meeting, to allow the board of directors of SeaCube (the Board) to solicit additional proxies in favor of the proposal to approve and adopt the amalgamation agreement and to approve the amalgamation if there are not sufficient votes at the time of such adjournment to approve and adopt the amalgamation agreement and to approve the amalgamation; and

- to consider and vote on a proposal to approve, on a non-binding, advisory basis, certain compensation that will or may become payable to SeaCube s named executive officers that is based on or otherwise relates to the amalgamation.

Only shareholders that owned our common shares at the close of business on [ ], 2013 are entitled to notice of, and to vote at, this meeting. A list of our record shareholders will be available at our corporate headquarters located at 1 Maynard Drive, Park Ridge, New Jersey 07656, during ordinary business hours for 10 days prior to the special general meeting.

The affirmative vote of a majority of the votes cast at the special general meeting at which a quorum is present, in accordance with SeaCube s bye-laws, is required to approve and adopt the amalgamation agreement and to approve the amalgamation. **The Board recommends that SeaCube shareholders vote FOR the proposal to approve and adopt the amalgamation agreement and to approve the amalgamation.**

As of the record date, approximately [ ]% of all common shares, par value $0.01 per share (common shares), entitled to vote at the special general meeting were held by Seacastle Operating Company Ltd. (Seacastle Operating), which is a subsidiary of Seacastle Inc. Seacastle Inc. is owned by private equity funds that are managed by affiliates of Fortress Investment Group LLC, and by certain employees of Seacastle Inc. In connection with the amalgamation agreement, on January 18, 2013 Seacastle Operating entered into a voting agreement with Buyer (the voting agreement), pursuant to which Seacastle Operating agreed, among other things, and subject to certain limited exceptions as set forth in the voting agreement, to vote the common shares

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held by it in favor of the proposal to approve and adopt the amalgamation agreement and to approve the amalgamation. The voting agreement is further described in the section entitled The Voting Agreement beginning on page 79.

Under Bermuda law, in the event of an amalgamation of a Bermuda company with another company or corporation, each shareholder of the Bermuda company is entitled to receive fair value for its shares (determined on a stand-alone basis). For these purposes, the Board considers the fair value for each common share to be $23.00 per share.

Any holder of common shares who is not satisfied that he has been offered fair value for his common shares and whose shares are not voted in favor of the amalgamation agreement and the amalgamation may exercise appraisal rights under Bermuda law to have the fair value of his common shares appraised by the Supreme Court of Bermuda (the Court). Persons owning beneficial interests in SeaCube common shares but who are not shareholders of record should note that only persons who are shareholders of record at the close of business on [ ], 2013 may be able to make an application for appraisal. Any holder of SeaCube common shares intending to exercise appraisal rights MUST file an application for appraisal of the fair value of his SeaCube common shares with the Court within ONE MONTH after the date of this notice of the special general meeting.

YOUR VOTE IS VERY IMPORTANT. WHETHER OR NOT YOU PLAN TO ATTEND THE MEETING IN PERSON, TO ENSURE THE PRESENCE OF A QUORUM, PLEASE VOTE OVER THE INTERNET OR BY TELEPHONE PURSUANT TO THE INSTRUCTIONS CONTAINED IN THESE MATERIALS OR COMPLETE, SIGN, DATE, AND RETURN A PROXY CARD AS PROMPTLY AS POSSIBLE. IF YOU ATTEND THE MEETING AND WISH TO VOTE YOUR SHARES PERSONALLY, YOU MAY DO SO AT ANY TIME BEFORE THE PROXY IS EXERCISED.

Please note that we intend to limit attendance at the special general meeting to shareholders as of the record date (or their authorized representatives). If your shares are held by a broker, bank or other nominee, please bring to the special general meeting your account statement evidencing your beneficial ownership of common shares as of the record date. All shareholders should also bring photo identification.

The accompanying proxy statement provides a detailed description of the amalgamation and the amalgamation agreement. We urge you to read this proxy statement, including any documents incorporated by reference, and the attached annexes carefully and in their entirety. If you have any questions concerning the amalgamation or this proxy statement of which this notice forms a part, would like additional copies of this proxy statement or need help voting your common shares, please contact SeaCube s proxy solicitor:

AST Phoenix Advisors

6201 15th Ave, 3rd Floor

Brooklyn, NY 11219

Banks and Brokers: (212) 493-3910

Toll-Free for Shareholders: (877) 478-5038

By Order of the Board of Directors of SeaCube Container Leasing Ltd.,

Lisa D. Leach

Vice President, General Counsel and Corporate Secretary

Park Ridge, New Jersey 07656

[ ], 2013

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SUMMARY OF THE AMALGAMATION

This summary highlights material information contained elsewhere in this proxy statement with respect to the Amalgamation Agreement and the Amalgamation (each, as defined below). We urge you to read the remainder of this proxy statement carefully, including the attached Annexes, and the other documents to which we have referred you. See also the section entitled Where You Can Find More Information beginning on page 88. We have included page references in this summary to direct you to a more complete description of the topics presented below.

All references to SeaCube, the Company, we, us, or our in this proxy statement refer to SeaCube Container Leasing Ltd., a Bermuda exempt company; all references in this proxy statement to Buyer refer to 2357575 Ontario Limited, an Ontario, Canada corporation; all references to Acquisition Sub refer to SC Acquisitionco Ltd., a Bermuda exempted company and a subsidiary of Buyer formed for the sole purpose of effecting the Amalgamation; all references to the Amalgamation refer to the amalgamation of Acquisition Sub with SeaCube upon the terms and conditions of the Amalgamation Agreement, with the amalgamated company (the Amalgamated Company) continuing as a Bermuda exempted company and as a subsidiary of Buyer; and, unless otherwise indicated or as the context requires, all references to the Amalgamation Agreement refer to the Agreement and Plan of Amalgamation, dated as of January 18, 2013, by and among SeaCube, Buyer and Acquisition Sub, a copy of which is included as Annex A to this proxy statement, together with the statutory Bermuda Amalgamation Agreement set forth on Exhibit A thereto. SeaCube, following the completion of the Amalgamation, is sometimes referred to in this proxy statement as the Amalgamated Company.

The Companies

SeaCube Container Leasing Ltd. (see page 19)

SeaCube is one of the world s largest container leasing companies based on total assets. The containers it leases are among the primary means by which products are shipped internationally because they facilitate the secure and efficient movement of goods via multiple transportation modes, including ships, rail and trucks. The principal activities of the business include the acquisition, leasing, re-leasing and subsequent sale of refrigerated and dry containers and generator sets. These leases are primarily under long-term contracts to a diverse group of the world s leading shipping lines.

SeaCube s common shares, par value $0.01 per share (Common Shares), are listed with, and trade on, the New York Stock Exchange (the NYSE) under the symbol BOX.

The principal executive offices of SeaCube are located at 1 Maynard Drive, Park Ridge, New Jersey 07656; its telephone number is 201-391-0800; and its Internet website address is www.seacubecontainers.com. The information provided on or accessible through SeaCube s website is not part of this proxy statement and is not incorporated in this proxy statement by this or any other reference to its website provided in this proxy statement.

Ontario Teachers Pension Plan Board (see page 19)

The Ontario Teachers Pension Plan Board (OTPP) was founded in 1917 and was administered by an arm of the Ontario government. In 1990, the fund was established as an independent corporation with the mandate to administer pensions and invest the plan s assets. Over the last 20 years, OTPP has transformed itself from largely being a holder of government bonds with a C$19 billion portfolio into one of the world s largest institutional investors. OTPP is Canada s largest single-profession pension plan, with approximately C$117.1 billion in net assets as at December 31, 2011. It administers the pensions of approximately 300,000 active and retired teachers, and inactive members, in the province of Ontario.

The principal executive offices of OTPP are located at 5650 Yonge Street, 3 rd Floor, Toronto ON M2M 4H5, and its telephone number is 416-228-5900.

2357575 Ontario Limited (see page 19)

Buyer, a subsidiary of OTPP, is an Ontario, Canada corporation that was formed on January 16, 2013 for the sole purpose of effecting the Amalgamation.

The principal executive offices of Buyer are located at 5650 Yonge Street, 3rd Floor, Toronto ON M2M 4H5, and its telephone number is 416-228-5900.

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SC Acquisitionco Ltd. (see page 19)

Acquisition Sub, a subsidiary of Buyer, is a Bermuda exempted company that was formed on January 17, 2013 for the sole purpose of effecting the Amalgamation. Upon the terms and subject to the conditions of the Amalgamation Agreement, SeaCube and Acquisition Sub will amalgamate under the laws of Bermuda, and the Amalgamated Company will continue as a Bermuda exempted company and as a subsidiary of Buyer.

The principal executive offices of Acquisition Sub are located at 5650 Yonge Street, 3rd Floor, Toronto ON M2M 4H5, and its telephone number is 416-228-5900.

The Amalgamation

A copy of the Amalgamation Agreement is attached as Annex A to this proxy statement. We encourage you to read the entire Amalgamation Agreement carefully because it is the principal document governing the Amalgamation. For more information on the Amalgamation Agreement, see the section entitled The Amalgamation Agreement beginning on page 60.

Form of the Amalgamation (see page 60)

If the Amalgamation is completed, at the effective time of the Amalgamation (the Effective Time), SeaCube and Acquisition Sub will amalgamate under the laws of Bermuda, and the Amalgamated Company will continue as a Bermuda exempted company and as a subsidiary of Buyer.

Transaction Consideration (see page 60)

Upon the terms and subject to the conditions of the Amalgamation Agreement, at the Effective Time, each Common Share (other than (i) Dissenting Shares (as defined below), (ii) Common Shares owned by the Company, Buyer, Acquisition Sub or any of their respective wholly owned subsidiaries and (iii) the Carry-Forward Share (as defined below)) issued and outstanding immediately prior to the Effective Time will be converted into the right to receive $23.00 in cash, without interest and less any applicable withholding tax (the Transaction Consideration). All Common Shares that have been converted in the Amalgamation will be automatically cancelled and will cease to exist pursuant to the Amalgamation Agreement.

Treatment of Restricted Shares and the Carry-Forward Share (see page 61)

At the Effective Time, any vesting condition or restrictions applicable to each restricted Common Share of SeaCube (each, a Restricted Share) outstanding immediately prior to the Effective Time will lapse, and each such Restricted Share will be treated in accordance with the procedures outlined above for Common Shares.

Immediately prior to the Effective Time, a third party will subscribe for one Common Share for aggregate consideration of $0.01 (the Carry-Forward Share), and the Company will issue the Carry-Forward Share to such person. At the Effective Time, the Carry-Forward Share will not be converted into the right to receive the Transaction Consideration; instead, the Carry-Forward Share will be converted into and become one fully paid and non-assessable Class A common share, par value $0.01 per share, of the Amalgamated Company.

Recommendation of the Board (see page 37)

After careful consideration, the board of directors of SeaCube (the Board) unanimously determined that the terms of the Amalgamation Agreement are fair to and in the best interests of SeaCube and the holders of Common Shares (the Shareholders) and unanimously approved the Amalgamation Agreement, the Amalgamation and the other transactions contemplated thereby. Certain factors considered by the Board in

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reaching its decision to approve the Amalgamation Agreement can be found in the section entitled The Amalgamation Reasons for the Amalgamation beginning on page 35. **The Board recommends that the Shareholders vote:**

FOR the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation at the special general meeting of the Shareholders (the Special General Meeting);

FOR the proposal to adjourn the Special General Meeting, if necessary or appropriate in the view of the chairman of the Special General Meeting, to allow the Board to solicit additional proxies in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation if there are not sufficient votes at the time of such adjournment to approve and adopt the Amalgamation Agreement and to approve the Amalgamation (the Adjournment Proposal); and

FOR the proposal to approve, on a non-binding, advisory basis, certain compensation that will or may become payable to our Named Executive Officers (as defined below) that is based on or otherwise relates to the Amalgamation (the Named Executive Officer Amalgamation-Related Compensation Proposal).

Opinions of Financial Advisors

Opinion of Merrill Lynch, Pierce, Fenner & Smith Incorporated (see page 38 and Annex B)

In connection with the Amalgamation, Merrill Lynch, Pierce, Fenner & Smith Incorporated (BofA Merrill Lynch), SeaCube s financial advisor, delivered to the Board a written opinion, dated January 18, 2013, as to the fairness, from a financial point of view and as of the date of the opinion, of the Transaction Consideration to be received by the Shareholders (other than Buyer and its affiliates and certain officers and employees of SeaCube who will be given the opportunity to invest in the Amalgamated Company). The full text of the written opinion, dated January 18, 2013, of BofA Merrill Lynch, which describes, among other things, the assumptions made, procedures followed, factors considered and limitations on the review undertaken, is included in this proxy statement as Annex B and is incorporated by reference herein in its entirety.

BofA Merrill Lynch provided its opinion to the Board (in its capacity as such) for the benefit and use of the Board in connection with and for purposes of its evaluation of the Transaction Consideration from a financial point of view. BofA Merrill Lynch s opinion does not address any other aspect of the Amalgamation and no opinion or view was expressed as to the relative merits of the Amalgamation in comparison to other strategies or transactions that might be available to SeaCube or in which SeaCube might engage or as to the underlying business decision of SeaCube to proceed with or effect the Amalgamation. BofA Merrill Lynch s opinion does not address any other aspect of the Amalgamation and does not constitute a recommendation to any Shareholder as to how to vote or act in connection with the proposed Amalgamation or any related matter.

SeaCube has agreed to pay BofA Merrill Lynch fees, which are currently estimated to be approximately $4.2 million, for its services as financial advisor to SeaCube in connection with the Amalgamation, of which $1.0 million became payable upon the delivery of BofA Merrill Lynch s opinion, and the remainder of which is contingent upon consummation of the Amalgamation.

Opinion of Deutsche Bank Securities Inc. (see page 44 and Annex C)

On January 18, 2013, Deutsche Bank Securities Inc. (Deutsche Bank) rendered its oral opinion to the Board, subsequently confirmed in writing, as to the fairness, from a financial point of view, as of the date of the opinion and based upon and subject to the assumptions, limitations, qualifications and conditions set forth in its written opinion, of the Transaction Consideration of $23.00 in cash per share to be received by the Shareholders in the Amalgamation, excluding Buyer and its affiliates.

The full text of the written opinion of Deutsche Bank, dated January 18, 2013, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in

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connection with the opinion, is included in this proxy statement as Annex C and is incorporated herein by reference. The summary of Deutsche Bank s opinion set forth in this proxy statement is qualified in its entirety by reference to the full text of the opinion. Deutsche Bank s opinion was addressed to, and for the benefit and use of, the Board in connection with its consideration of the Amalgamation. Deutsche Bank s opinion does not constitute a recommendation as to how any Shareholder should vote with respect to the Amalgamation or any other matter. Deutsche Bank did not express any opinion as to the underlying business decision of SeaCube to engage in the Amalgamation or the relative merits of the Amalgamation as compared to any alternative transactions or business strategies that might have been available to SeaCube. Furthermore, Deutsche Bank did not express any view or opinion as to the fairness of the consideration to be received by any particular Shareholder.

SeaCube has agreed to pay Deutsche Bank fees, which are currently estimated to be approximately $4.2 million, for its services as financial advisor to SeaCube in connection with the Amalgamation, of which $1.0 million became payable upon the delivery of Deutsche Bank s opinion, and the remainder of which is contingent upon consummation of the Amalgamation.

Interests of SeaCube s Directors and Executive Officers in the Amalgamation (see page 51)

In considering the recommendation of the Board to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Shareholders should be aware that the Company s directors and executive officers may have interests in the Amalgamation that are different from, or in addition to, those of the Shareholders generally. These interests are described in the section entitled The Amalgamation Interests of SeaCube s Directors and Executive Officers in the Amalgamation beginning on page 51. The Board was aware of these interests and considered them, among other matters, in evaluating the Amalgamation Agreement, in reaching its decision to approve the Amalgamation Agreement, the Amalgamation and the other transactions contemplated thereby, and in recommending to the Shareholders that the Amalgamation Agreement be approved and adopted and that the Amalgamation be approved. These interests include the following, among others:

- On the date the Amalgamation Agreement was signed, SeaCube and Acquisition Sub entered into letter agreements with each executive officer regarding each such executive officer s employment with SeaCube. The letter agreements with certain executive officers, including Joseph Kwok, SeaCube s Chief Executive Officer, and Lisa Leach, SeaCube s General Counsel, also included arrangements with respect to equity investments by such executive in the Amalgamated Company;

- all of SeaCube s executive officers and certain of its directors hold Restricted Shares granted under SeaCube s equity incentive plan or pursuant to a Restricted Share exchange agreement. Immediately prior to the Effective Time, all restrictions on such Restricted Shares will lapse and each Restricted Share will be treated in accordance with the procedures for Common Shares in the Amalgamation; and

- all of SeaCube s executive officers participate in the new SeaCube Key Employee Severance Plan (the Severance Plan), which provides that if, within the two-year period following a change in control of SeaCube, a participant s employment is terminated, other than for death or disability, by SeaCube without cause or by the participant for good reason, the participant will be entitled to receive (i) a lump sum cash severance payment and (ii) a lump sum cash payment equal to COBRA premium costs for the amount of time remaining in the two-year period following the change in control.

Material U.S. Federal Income Tax Consequences of the Amalgamation to U.S. Holders (see page 84)

The exchange of Common Shares for cash in the Amalgamation will generally be a taxable transaction to U.S. holders for United States federal income tax purposes. In general, a U.S. holder whose Common Shares are converted into the right to receive cash in the Amalgamation will recognize gain or loss for United States federal income tax purposes in an amount equal to the difference, if any, between the amount of cash received with respect to such Common Shares and the U.S. holder s adjusted tax basis in such Common Shares.

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You should read the section entitled Material U.S. Federal Income Tax Consequences of the Amalgamation to U.S. Holders beginning on page 84 for a more detailed discussion of the United States federal income tax consequences of the Amalgamation. Tax matters can be complicated, and the tax consequences of the Amalgamation to you will depend on your particular tax situation. You should consult your tax advisor to determine the tax consequences of the Amalgamation to you.

Regulatory Clearances and Approvals Required for the Amalgamation (see page 57)

CFIUS. The Amalgamation is subject to approval by the Committee on Foreign Investment in the United States (CFIUS). CFIUS reviews foreign acquisitions, mergers and takeovers of U.S. businesses to ensure there are no national security issues that will result from such acquisitions. SeaCube and OTPP submitted a joint voluntary notice to CFIUS on February 15, 2013, and the CFIUS review period started on February 19, 2013.

Foreign Antitrust. An approval is also necessary in connection with the Amalgamation under the applicable foreign competition laws in the Republic of Cyprus. The Commission for the Protection of Competition of the Republic of Cyprus granted unconditional clearance for the Amalgamation on February 22, 2013.

Although we expect that all required antitrust and regulatory clearances and approvals will be obtained, we cannot assure you that these clearances and approvals will be timely obtained or obtained at all or that the granting of these clearances and approvals will not involve the imposition of additional conditions on the completion of the Amalgamation, including the requirement to divest assets, or require changes to the terms of the Amalgamation Agreement. These conditions or changes could result in the conditions to the Amalgamation not being satisfied.

Expected Timing of the Amalgamation (see page 61)

We expect to complete the Amalgamation during the first half of 2013, although SeaCube cannot assure completion by any particular date, if at all. The Amalgamation is subject to various regulatory clearances and approvals and other conditions, however, and it is possible that factors outside the control of both companies could result in the Amalgamation being completed at a later time, or not at all. There may be a substantial amount of time between the Special General Meeting and the completion of the Amalgamation. We expect to complete the Amalgamation promptly following the receipt of all required approvals. If the Amalgamation is not completed by July 18, 2013, the Amalgamation Agreement may be terminated by Buyer or the Company.

Conditions to Completion of the Amalgamation (see page 74)

As more fully described in this proxy statement and in the Amalgamation Agreement, each party s obligation to complete the Amalgamation depends on a number of conditions being satisfied or, where legally permissible, waived, including:

- approval and adoption of the Amalgamation Agreement by the affirmative vote of a majority of the votes cast at the Special General Meeting at which a quorum is present, in accordance with SeaCube s bye-laws (Bye-laws);
- no law or order being in effect that restrains, enjoins or otherwise prohibits the consummation of the Amalgamation;
- receipt of certain required consents and approvals;
- the expiration or termination of the waiting periods under any applicable pre-clearance or similar approval requirement of applicable foreign competition laws;
- receipt of a CFIUS Final Order (as defined in the Amalgamation Agreement);

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accuracy of all representations and warranties made by the other party in the Amalgamation Agreement, subject to materiality thresholds set forth therein; and

performance by the other party of its obligations under the Amalgamation Agreement subject to materiality thresholds set forth therein.

Non-Solicitation and Permitted Negotiations (see page 68)

Subject to certain exceptions, the Amalgamation Agreement prohibits SeaCube from, among other things: (i) soliciting, initiating or knowingly encouraging or facilitating the submission of any proposal with respect to an alternative transaction; (ii) engaging in any discussions or negotiations with, or furnishing or disclosing any non-public information relating to SeaCube to, any person that has made or indicated an intention to make a proposal with respect to an alternative transaction; (iii) withdrawing, modifying or amending the Board s recommendation to adopt the Amalgamation Agreement and to approve the Amalgamation at the Special General Meeting; (iv) approving, endorsing or recommending any proposal that constitutes or is reasonably likely to lead to an alternative transaction; or (v) entering into any agreement in principle, arrangement, understanding or contract relating to a proposal that constitutes or is reasonably likely to lead to an alternative transaction. SeaCube may, however, prior to the approval and adoption of the Amalgamation Agreement by the Shareholders and upon the terms and subject to the conditions set forth therein, provide information to and engage in negotiations or discussions with a third party who makes an unsolicited written acquisition proposal that constitutes, or is reasonably likely to lead to, a Superior Proposal (as defined below), if the Board determines in good faith after consultation with its financial advisors and outside counsel that engaging in such negotiations or discussions is necessary in order for the Board to comply with its fiduciary duties under applicable law.

Prior to approval and adoption of the Amalgamation Agreement by the Shareholders, the Board may, upon receipt of a Superior Proposal, change its recommendation that the Shareholders approve and adopt the Amalgamation Agreement, subject to complying with certain notice and other specified conditions set forth therein, including offering to negotiate with Buyer with respect to the terms and conditions of the Amalgamation Agreement in response to a proposal for an alternative transaction. If the Board changes its recommendation with respect to the Amalgamation Agreement, Buyer may terminate the Amalgamation Agreement.

Termination of the Amalgamation Agreement (see page 75)

Buyer, Acquisition Sub and SeaCube may mutually agree to terminate the Amalgamation Agreement at any time prior to the Effective Time. Buyer or the Company may also terminate the Amalgamation Agreement if:

the Amalgamation has not been completed by July 18, 2013 (the Outside Date);

the Amalgamation Agreement has been submitted to the Shareholders for approval, and they do not approve and adopt the Amalgamation Agreement;

any law prohibits consummation of the Amalgamation;

any governmental order restrains, enjoins or otherwise prohibits the consummation of the Amalgamation, and such order has become final and nonappealable; or

there has been a breach, subject to certain materiality thresholds, by the other party of any representation, warranty, covenant or agreement contained in the Amalgamation Agreement, which would result in a failure of the condition concerning the breaching party s representations and warranties, or concerning the breaching party s obligations under the Amalgamation Agreement (as described under The Amalgamation Agreement Conditions to Completion of the Amalgamation on page 74) and which has not been cured by the other party within thirty days after its receipt of notice of such breach, except in the case of certain covenant breaches by the Company, which are not cured prior to the date on which the closing of the Amalgamation would have otherwise occurred if such breach were not in existence.

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The Amalgamation Agreement may also be terminated by Buyer if:

- prior to obtaining Shareholder approval, the Board withdraws, modifies or amends its recommendation in any manner adverse to Buyer, or publicly proposes to do any of the foregoing; or

- (i) the Board approves, endorses or recommends a Superior Proposal, (ii) SeaCube enters into a contract relating to a Superior Proposal, (iii) a tender offer or exchange offer for any issued and outstanding Common Shares is commenced prior to obtaining the vote by the Shareholders to approve and adopt the Amalgamation Agreement and the Board fails to recommend against acceptance by the Shareholders of such tender offer or exchange offer within ten business days after commencement or (iv) SeaCube or the Board publicly announces an intention to take any of the actions listed in clauses (i) through (iii).

The Amalgamation Agreement may also be terminated by SeaCube in order to enter into an agreement for a Superior Proposal, provided that SeaCube has first given Buyer at least four business days prior notice of its intent to enter into the agreement for a Superior Proposal and SeaCube has complied with its obligation to give Buyer an opportunity to improve the terms of the Amalgamation Agreement.

See the section entitled The Amalgamation Agreement Termination of the Amalgamation Agreement on page 75 for a more complete discussion of the rights of each of Buyer and SeaCube to terminate the Amalgamation Agreement.

Expenses, Termination Fees and Limited Guaranty (see page 76)

Generally, all fees and expenses incurred in connection with the Amalgamation Agreement and the transactions contemplated by the Amalgamation Agreement will be paid by the party incurring those expenses. If the Amalgamation Agreement is terminated in certain circumstances described in the section entitled The Amalgamation Agreement Reimbursement of Expenses, Termination Fees and Effect of Termination beginning on page 76:

- SeaCube may be required to pay to Buyer a termination fee of $15,500,000 (the Company Termination Fee); or

- Buyer may be obligated to pay to SeaCube a reverse termination fee of $35,000,000. OTPP has provided a limited guaranty of the obligation of Buyer to pay such reverse termination fee. See the section entitled The Amalgamation Limited Guaranty on page 57 for a more complete description of the limited guaranty.

Specific Performance (see page 78)

The Amalgamation Agreement provides that the parties will be entitled to an injunction or other equitable relief to prevent breaches or violations of the Amalgamation Agreement and to specifically enforce the terms and provisions of the Amalgamation Agreement except for situations where Buyer is obligated to pay to SeaCube a reverse termination fee, in which case the reverse termination fee shall be the sole remedy available to SeaCube.

Financing Related to the Amalgamation (see page 73)

On January 18, 2013, Buyer entered into an equity commitment letter with OTPP (the Equity Commitment Letter), pursuant to which and subject to the terms and conditions set forth therein, OTPP committed to contribute $466,632,257 (the Equity Financing) to Buyer immediately prior to the Effective Time. In addition, Buyer entered into a debt commitment letter (the Debt Commitment Letter), dated January 18, 2013, by and among Wells Fargo Bank, National Association (Wells Fargo), Wells Fargo Securities, LLC, OTPP and Buyer, pursuant to which and subject to the terms and conditions set forth therein, Wells Fargo has committed to provide up to $480,000,000 to refinance certain indebtedness of SeaCube.

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Appraisal Rights (see page 86)

Under Bermuda law, in the event of an amalgamation of a Bermuda company with another company or corporation, each shareholder of the Bermuda company is entitled to receive fair value for its shares (determined on a stand-alone basis). For these purposes, the Board considers the fair value for each Common Share to be $23.00 per share.

Any Shareholder who is not satisfied that he has been offered fair value for his Common Shares and whose Common Shares are not voted in favor of the Amalgamation Agreement and the Amalgamation may exercise his appraisal rights under Bermuda law to have the fair value of his Common Shares appraised by the Supreme Court of Bermuda (the Court). Persons owning beneficial interests in Common Shares but who are not Shareholders of record should note that only persons who are Shareholders of record may be able to make an application for appraisal. Any Shareholder intending to exercise appraisal rights MUST file an application for appraisal of the fair value of his Common Shares with the Court within ONE MONTH after the date of this notice of the Special General Meeting.

The Voting Agreement (see page 79)

Seacastle Operating Company Ltd. (Seacastle Operating), a subsidiary of Seacastle Inc., which is owned by private equity funds (the Funds) that are managed by affiliates of Fortress Investment Group LLC and by certain employees of Seacastle, Inc., has entered into the voting agreement (the Voting Agreement) with Buyer pursuant to which Seacastle Operating has agreed, among other things, (i) subject to certain limited exceptions as set forth in the Voting Agreement, to vote all of the Common Shares beneficially owned by it in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, (ii) to restrict its ability to sell, transfer, pledge, assign or otherwise dispose of any Common Shares, or enter into any contract or similar arrangement to do the same and (iii) not to enter into, solicit, initiate, encourage or take any other action to facilitate any inquiries with respect to a takeover proposal or frustrating transaction (each as defined in the Voting Agreement). In the event that the Amalgamation Agreement is terminated, the Voting Agreement will also terminate. As of the close of business on the record date for the Special General Meeting, the Common Shares held by Seacastle Operating represented, in the aggregate, approximately [ ]% of the issued and outstanding Common Shares.

The Special General Meeting (see page 20)

The Special General Meeting is scheduled to be held at [ ] on [ ], 2013 at [ ], local time. The Special General Meeting is being held in order to consider and vote on the following proposals:

- to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, which is further described in the sections entitled The Amalgamation and The Amalgamation Agreement, beginning on pages 25 and 60, respectively;

- to approve an adjournment of the Special General Meeting, if necessary or appropriate in the view of the chairman of the Special General Meeting, to allow the Board to solicit additional proxies in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation if there are not sufficient votes at the time of such adjournment to approve and adopt the Amalgamation Agreement and to approve the Amalgamation; and

- to approve, on a non-binding, advisory basis, certain compensation that will or may become payable to our Named Executive Officers that is based on or otherwise relates to the Amalgamation, discussed under the section entitled The Amalgamation Quantification of Potential Payments to Named Executive Officers in Connection with the Amalgamation beginning on page 55.

Only holders of record of Common Shares at the close of business on [ ], 2013, the record date for the Special General Meeting, are entitled to notice of, and to vote at, the Special General Meeting or any

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adjournments or postponements thereof. At the close of business on the record date, [ ] Common Shares were issued and outstanding, approximately [ ]% of which were held by SeaCube s directors and executive officers. We currently expect that SeaCube s directors and executive officers will vote their Common Shares in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, although no director or executive officer has entered into any agreement obligating such person to do so.

The presence of at least two persons at the start of the Special General Meeting representing in person or by proxy more than 50% of the votes attaching to all the issued and outstanding Common Shares will constitute a quorum for the transaction of business at the Special General Meeting. There must be a quorum for business to be conducted at the Special General Meeting. Failure of a quorum to be represented at the Special General Meeting will necessitate an adjournment or postponement and will subject SeaCube to additional expense. Abstentions and broker non-votes are counted as present or represented for purposes of determining the presence or absence of a quorum.

You may cast one vote for each Common Share you own at the close of business on the record date. The proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation requires the affirmative vote of a majority of the votes cast at the Special General Meeting at which a quorum is present, in accordance with the Bye-laws. The Adjournment Proposal and the non-binding, advisory vote on the Named Executive Officer Amalgamation-Related Compensation Proposal each require the affirmative vote of a majority of the votes cast at the Special General Meeting at which a quorum is present.

Although your failure to vote, or failure to instruct your broker, bank or other nominee to vote, will not affect the passage of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Adjournment Proposal and, on a non-binding, advisory basis, the Named Executive Officer Amalgamation-Related Compensation Proposal, any such failure will have the practical effect of reducing the number of affirmative votes required to achieve the required majority by reducing the total number of Common Shares from which the majority is calculated.

Delisting and Deregistration of Common Shares (see page 58)

Upon completion of the Amalgamation, Common Shares currently listed on the NYSE will cease to be listed on the NYSE and will be deregistered under the Securities Exchange Act of 1934, as amended (the Exchange Act).

Litigation Relating to the Amalgamation (see page 58)

The Company is aware of six lawsuits relating to the Amalgamation Agreement filed by purported Shareholders against the Company, the Company s directors, Acquisition Sub and Buyer. Three such lawsuits were filed in New Jersey state court, and allege, among other things, that the directors of the Company have breached their fiduciary duties to the Shareholders and that Acquisition Sub and Buyer aided and abetted the Company s directors alleged breach of their fiduciary duties. Such lawsuits seek, among other things, to preliminarily and permanently enjoin the defendants from effectuating the Amalgamation, along with a declaration that the Company s directors breached their fiduciary duties, an accounting, rescissory damages, costs and fees. Plaintiffs in one of the three state court lawsuits amended their complaint to assert disclosure claims. Such plaintiffs also filed a motion to consolidate the actions and a motion to expedite discovery. Following the filing of this motion, the parties executed a stipulation and order governing consolidation and discovery. Three additional shareholder lawsuits were filed in New Jersey federal court against the Company, the Company s directors, Acquisition Sub and Buyer. The federal actions allege that the directors of the Company have engaged in oppressive conduct in violation of Section 111 of the Companies Act by entering into the Amalgamation Agreement, and that the preliminary proxy statement is false and misleading in violation of the federal securities laws.

The Company and its directors believe that the claims asserted are without merit.

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Market Prices of Common Shares (see page 80)

The Transaction Consideration of $23.00 per share represents a 13.3% premium over $20.30, the closing price per Common Share on January 18, 2013 (the last trading day before the public announcement of the Amalgamation Agreement), a 25% premium over the 50-day volume-weighted average price and a 130% premium over the initial public offering price in October 2010. The closing price of Common Shares on the NYSE on [ ], 2013, was $[ ] per share. You are encouraged to obtain current market prices of Common Shares in connection with voting your Common Shares.

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QUESTIONS AND ANSWERS

The following are some questions that you, as a Shareholder, may have regarding the Amalgamation and the Special General Meeting and the answers to those questions. SeaCube urges you to carefully read the remainder of this proxy statement because the information in this section does not provide all the information that might be important to you with respect to the Amalgamation and the Special General Meeting. Additional important information is also contained in the Annexes to, and the documents incorporated by reference into, this proxy statement.

Q: WHAT IS THE PURPOSE OF THE SPECIAL GENERAL MEETING?

A: At the Special General Meeting, Shareholders will consider and act upon the matters outlined in the notice of meeting on the cover page of this proxy statement, namely:

the approval and adoption of the Amalgamation Agreement and approval of the Amalgamation;

the approval of an adjournment of the Special General Meeting, if necessary or appropriate in the view of the chairman of the Special General Meeting, to allow the Board to solicit additional proxies in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation if there are not sufficient votes at the time of such adjournment to approve and adopt the Amalgamation Agreement and to approve the Amalgamation; and

the approval, on a non-binding, advisory basis, of certain compensation that will or may become payable to our Named Executive Officers that is based on or otherwise relates to the Amalgamation.

Q: WHAT WILL I RECEIVE IN THE AMALGAMATION?

A: If the Amalgamation is completed, Shareholders will be entitled to receive $23.00 in cash, without interest and less any applicable withholding tax, for each Common Share that they own.

Q: WHAT DIVIDENDS WILL I RECEIVE BEFORE THE CLOSING OF THE AMALGAMATION?

A: SeaCube will not pay a dividend with respect to the fourth quarter of 2012. The Company expects that the Amalgamation will close during the first half of 2013. If the Amalgamation has not closed prior to the scheduled payment date for its regular dividend with respect to the first quarter of 2013, SeaCube will be permitted to pay its regular dividend with respect to the first quarter of 2013 during the second quarter of 2013 in accordance with past practice. The amount of any dividend with respect to the first quarter of 2013, if declared and paid, will not exceed $0.31 per share. In 2012, the Board approved and declared a dividend with respect to the first quarter of 2012 on May 7, 2012, which was paid on June 14, 2012.

Q: HOW DOES THE BOARD RECOMMEND I VOTE ON THE PROPOSALS?

A: The Board recommends that you vote as follows:

FOR the approval and adoption of the Amalgamation Agreement and the approval of the Amalgamation;

FOR the approval of an adjournment of the Special General Meeting, if necessary or appropriate in the view of the chairman of the Special General Meeting, to allow the Board to solicit additional proxies in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation if there are not sufficient votes at the time of such adjournment to approve and adopt the Amalgamation Agreement and to approve the Amalgamation; and

FOR the approval, on a non-binding, advisory basis, of certain compensation that will or may become payable to our Named Executive Officers that is based on or otherwise relates to the Amalgamation.

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Q: WHAT IS THE VOTE REQUIRED TO APPROVE AND ADOPT THE AMALGAMATION AGREEMENT?

A: The proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation requires the affirmative vote of a majority of the votes cast at the Special General Meeting at which a quorum is present, in accordance with the Bye-laws.

Q: WHAT IS THE VOTE REQUIRED TO APPROVE THE OTHER PROPOSALS?

A: The Adjournment Proposal and the non-binding, advisory vote on the Named Executive Officer Amalgamation-Related Compensation Proposal each require the affirmative vote of a majority of the votes cast at the Special General Meeting at which a quorum is present, in accordance with the Bye-laws.

Q: WHY AM I BEING ASKED TO CONSIDER AND VOTE ON A PROPOSAL TO APPROVE, ON A NON-BINDING, ADVISORY BASIS, CERTAIN COMPENSATION THAT WILL OR MAY BECOME PAYABLE TO NAMED EXECUTIVE OFFICERS IN CONNECTION WITH THE AMALGAMATION?

A: Under SEC rules, we are required to seek a non-binding, advisory vote with respect to the compensation that may be paid or become payable to our Named Executive Officers that is based on or otherwise related to the Amalgamation, or golden parachute compensation.

Q: WHAT WILL HAPPEN IF SHAREHOLDERS DO NOT APPROVE THE GOLDEN PARACHUTE COMPENSATION?

A: Approval of the compensation that will or may become payable to our Named Executive Officers in connection with the Amalgamation is not a condition to completion of the Amalgamation. The vote is an advisory vote and will not be binding on SeaCube or the Amalgamated Company. Therefore, if the Amalgamation Agreement is approved and adopted by Shareholders and the Amalgamation is consummated, this compensation could still be payable regardless of the outcome of the advisory vote.

Q: AM I ENTITLED TO APPRAISAL RIGHTS INSTEAD OF RECEIVING TRANSACTION CONSIDERATION?

A: Shareholders who do not vote in favor of the Amalgamation Agreement and who are not satisfied that they have been offered fair value for their Common Shares may exercise, within one month after the date of the giving of notice convening the Special General Meeting, appraisal rights under Bermuda law to have the fair value of their Common Shares appraised by the Court subject to compliance with all of the required procedures, as described under Appraisal Rights beginning on page 86. Failure to follow exactly the procedures specified under the Companies Act 1981 of Bermuda, as amended (the Companies Act), will result in the loss of appraisal rights. Because of the complexity of the Companies Act relating to appraisal rights, if you are considering exercising your appraisal right we encourage you to seek the advice of your own legal counsel.

Q: DO YOU EXPECT THE AMALGAMATION TO BE TAXABLE TO THE SHAREHOLDERS?

A: The exchange of Common Shares for cash in the Amalgamation will generally be a taxable transaction to U.S. holders for United States federal income tax purposes. In general, a U.S. holder whose Common Shares are converted into the right to receive cash in the Amalgamation will recognize gain or loss for United States federal income tax purposes in an amount equal to the difference, if any, between the amount of cash received with respect to such Common Shares and the U.S. holder s adjusted tax basis in such Common Shares.

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You should read the section entitled Material U.S. Federal Income Tax Consequences of the Amalgamation to U.S. Holders beginning on page 84 for a more detailed discussion of the United States federal income tax consequences of the Amalgamation. Tax matters can be complicated, and the tax consequences of the Amalgamation to you will depend on your particular tax situation. You should consult your tax advisor to determine the tax consequences of the Amalgamation to you.

Q: WHO MAY ATTEND THE SPECIAL GENERAL MEETING?

A: Shareholders of record as of the close of business on [ ], 2013, or their duly appointed proxies, may attend the Special General Meeting. Street name holders (those whose Common Shares are held through a broker, bank or other nominee) should bring a copy of an account statement reflecting their ownership of Common Shares as of the record date. If you are a street name holder and you wish to vote at the Special General Meeting, you must also bring a proxy from the record holder (your broker, bank or other nominee) of the Common Shares authorizing you to vote at the Special General Meeting. We intend to limit attendance to Shareholders as of the record date. All Shareholders should bring photo identification. Cameras, recording devices and other electronic devices are not permitted at the Special General Meeting. Registration will begin at [ ], local time.

Q: WHO IS ENTITLED TO VOTE AT THE SPECIAL GENERAL MEETING?

A: Only holders of record of Common Shares at the close of business on [ ], 2013, the record date for the Special General Meeting, are entitled to receive notice of, and to vote at, the Special General Meeting or any adjournments or postponements thereof. At the close of business on the record date, [ ] Common Shares were issued and outstanding, approximately [ ]% of which were held by Seacastle Operating and [ ]% of which were held by SeaCube s directors and executive officers. Pursuant to, and on the terms and conditions set forth in the Voting Agreement, Seacastle Operating has agreed to vote its Common Shares in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation. We currently expect that SeaCube s directors and executive officers will vote their Common Shares in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, although no director or executive officer has entered into any agreement obligating such person to do so.

You may cast one vote for each Common Share you own at the close of business on the record date.

Q: WHO IS SOLICITING MY VOTE?

A: The Board is soliciting your proxy, and SeaCube will bear the cost of soliciting proxies. AST Phoenix Advisors has been retained to assist with the solicitation of proxies. AST Phoenix Advisors will be paid approximately $10,000 and will be reimbursed for its reasonable out-of-pocket expenses for these and other advisory services in connection with the Special General Meeting. Solicitation initially will be made by mail. Forms of proxies and proxy materials may also be distributed through brokers, custodians, and other like parties to the beneficial owners of Common Shares, in which case these parties will be reimbursed for their reasonable out-of-pocket expenses. Proxies may also be solicited in person or by telephone, facsimile, electronic mail, or other electronic medium by AST Phoenix Advisors or by certain of SeaCube s directors, officers, and employees, without additional compensation.

Q: WHAT DO I NEED TO DO NOW?

A: Carefully read and consider the information contained in and incorporated by reference into this proxy statement, including the Annexes. Whether or not you expect to attend the Special General Meeting in person, please submit a proxy to vote your Common Shares as promptly as possible so that your Common Shares may be represented and voted at the Special General Meeting.

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Q: HOW DO I VOTE IF MY SHARES ARE REGISTERED DIRECTLY IN MY NAME?

A: If you are a record holder of Common Shares, you may vote in person at the Special General Meeting or authorize the persons named as proxies on the Proxy Card to vote your Common Shares by returning the Proxy Card by mail, through the Internet or by telephone. **Although SeaCube offers four different voting methods, SeaCube encourages you to vote through the Internet, as SeaCube believes it is the most cost-effective method.** We also recommend that you vote as soon as possible, even if you are planning to attend the Special General Meeting, so that the vote count will not be delayed. Both the Internet and the telephone provide convenient, cost-effective alternatives to returning your Proxy Card by mail. If you vote your Common Shares through the Internet, you may incur costs associated with electronic access, such as usage charges from Internet access providers. If you choose to vote your Common Shares through the Internet or by telephone, there is no need for you to mail back your Proxy Card.

To Vote Over the Internet:

Log on to the Internet and go to the website [ ] (24 hours a day, 7 days a week). Have your Proxy Card available when you access the website. You will need the control number from your Proxy Card to vote.

To Vote By Telephone:

On a touch-tone telephone, call [ ] (24 hours a day, 7 days a week). Have your Proxy Card available when you make the call. You will need the control number from your Proxy Card to vote.

To Vote By Proxy Card:

Complete and sign the Proxy Card and mail it to the address indicated on the Proxy Card.

If you return your signed Proxy Card without indicating how you want your Common Shares to be voted with regard to a particular proposal, your Common Shares will be voted in favor of each such proposal. Proxy Cards that are returned without a signature will not be counted as present at the Special General Meeting and cannot be voted.

It is important that you vote your Common Shares. Although your failure to vote, or failure to instruct your broker, bank or other nominee to vote, will not affect the passage of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Adjournment Proposal and, on a non-binding, advisory basis, the Named Executive Officer Amalgamation-Related Compensation Proposal, any such failure will have the practical effect of reducing the number of affirmative votes required to achieve the required majority by reducing the total number of Common Shares from which the majority is calculated.

Q: HOW CAN I REVOKE MY PROXY?

A: You have the right to revoke your proxy at any time before the Special General Meeting by:

submitting a written notice of revocation to Office of the General Counsel/Corporate Secretary, SeaCube Container Leasing Ltd., 1 Maynard Drive, Park Ridge, New Jersey 07656;

submitting a later-dated Proxy Card;

attending the Special General Meeting and voting in person, which will automatically cancel any proxy previously given, or revoking your proxy in person, but your attendance alone will not revoke any proxy that you have previously given;

submitting another vote by telephone or over the Internet; or

if applicable, submitting new voting instructions to your broker, bank or other nominee.

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If you choose either of the first two methods, you must submit your notice of revocation or your later-dated Proxy Card to the Corporate Secretary of SeaCube, no later than the beginning of the Special General Meeting.

If you have questions about how to vote or revoke your proxy, you should contact our Secretary at Office of the General Counsel/Corporate Secretary, SeaCube Container Leasing Ltd., 1 Maynard Drive, Park Ridge, New Jersey 07656.

Q: HOW DO I VOTE MY SHARES IF THEY ARE HELD IN THE NAME OF MY BROKER (STREET NAME)?

A: If you are a beneficial owner of Common Shares and your Common Shares are held by your broker, bank or other nominee, often referred to as held in street name, you will receive a form from your broker, bank or other nominee seeking instruction as to how your Common Shares should be voted. You should contact your broker, bank or other nominee with questions about how to provide or revoke your instructions.

Q: DO I NEED TO DO ANYTHING WITH MY COMMON SHARE CERTIFICATES NOW?

A: No. After the Amalgamation is completed, if you hold certificates representing Common Shares (Share Certificates) prior to the Amalgamation, the paying agent for the Amalgamation (the Paying Agent) will send you a letter of transmittal (a Letter of Transmittal) and instructions for exchanging your Share Certificates for the Transaction Consideration. Upon surrender of Share Certificates for cancellation along with the executed Letter of Transmittal and other required documents described in the instructions or otherwise required by the Paying Agent in accordance with the Amalgamation Agreement, you will receive the Transaction Consideration.

Q: WHEN IS THE PROPOSED AMALGAMATION EXPECTED TO BE CONSUMMATED?

A: We expect to complete the Amalgamation during the first half of 2013, although SeaCube cannot assure completion by any particular date, if at all.

Q: WHAT CONSTITUTES A QUORUM ?

A: The presence of at least two persons at the start of the Special General Meeting representing in person or by proxy more than 50% of the votes attaching to all the issued and outstanding Common Shares will constitute a quorum for the transaction of business at the Special General Meeting. There must be a quorum for business to be conducted at the Special General Meeting. Failure of a quorum to be represented at the Special General Meeting will necessitate an adjournment or postponement and will subject SeaCube to additional expense. Abstentions and broker non-votes are counted as present or represented for purposes of determining the presence or absence of a quorum.

Q: WHAT IF I ABSTAIN FROM VOTING?

A: If you attend the Special General Meeting or send in your signed Proxy Card, but abstain from voting on any proposal, you will still be counted for purposes of determining whether a quorum exists. If you abstain from voting, your abstention will not affect the passage of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Adjournment Proposal and, on a non-binding, advisory basis, the Named Executive Officer Amalgamation-Related Compensation Proposal; however, your abstention will have the practical effect of reducing the number of affirmative votes required to achieve the required majority by reducing the total number of Common Shares from which the majority is calculated.

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Q: WILL MY SHARES BE VOTED IF I DO NOT SIGN AND RETURN MY PROXY CARD OR VOTE BY TELEPHONE OR OVER THE INTERNET OR IN PERSON?

A: If you are a record holder of Common Shares and you do not sign and return your Proxy Card or vote by telephone, over the Internet or in person, your Common Shares will not be voted at the Special General Meeting. Questions concerning Share Certificates and record holders of Common Shares may be directed to American Stock Transfer & Trust Company, LLC at 6201 15th Avenue, Brooklyn, New York 11219 or by telephone at (800) 937-5449 (domestic) or (718) 921-8200 (international). If you are a beneficial owner and your Common Shares are held in street name and you do not issue instructions to your broker, your broker may vote your Common Shares at its discretion only on routine matters, but may not vote your Common Shares on non-routine matters. Under NYSE rules, all of the proposals in this proxy statement are non-routine matters. If a broker or other nominee who holds Common Shares for another person does not vote on a particular proposal because that holder does not have discretionary voting power for the proposal and has not received voting instructions from the beneficial owner of the Common Shares, then a broker non-vote will occur.

It is important that you vote your Common Shares. Although your failure to vote, or failure to instruct your broker, bank or other nominee to vote, will not affect the passage of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Adjournment Proposal and, on a non-binding, advisory basis, the Named Executive Officer Amalgamation-Related Compensation Proposal, such failure will have the practical effect of reducing the number of affirmative votes required to achieve the required majority by reducing the total number of Common Shares from which the majority is calculated.

Q: WHAT IS THE EFFECT OF A BROKER NON-VOTE?

A: A broker non-vote will not affect the passage of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Adjournment Proposal and, on a non-binding, advisory basis, the Named Executive Officer Amalgamation-Related Compensation Proposal, although such non-vote will have the practical effect of reducing the number of affirmative votes required to achieve the required majority by reducing the total number of Common Shares from which a majority is calculated.

Q: WHO WILL COUNT THE VOTES?

A: The votes will be counted by one or more inspectors of votes appointed for the Special General Meeting.

Q: CAN I PARTICIPATE IF I AM UNABLE TO ATTEND?

A: If you are unable to attend the Special General Meeting in person, we encourage you to send in your Proxy Card or to vote by telephone or over the Internet. The Special General Meeting will not be broadcasted telephonically or over the Internet.

Q: WHERE CAN I FIND THE VOTING RESULTS OF THE SPECIAL GENERAL MEETING?

A: SeaCube intends to announce preliminary voting results at the Special General Meeting and publish final results in a Current Report on Form 8-K that will be filed with the Securities and Exchange Commission (the SEC) following the Special General Meeting. All reports SeaCube files with the SEC are publicly available when filed.

Q: WHAT HAPPENS IF THE AMALGAMATION IS NOT CONSUMMATED?

A: If Shareholders do not approve and adopt the Amalgamation Agreement or if the Amalgamation is not consummated for any other reason, the Shareholders will not receive any payment for their Common Shares in connection with the Amalgamation. Instead, SeaCube will remain a public company, and Common Shares will continue to be listed and traded on the NYSE. The Amalgamation Agreement provides that, upon termination of the Amalgamation Agreement under certain circumstances, SeaCube may be required to pay to Buyer a termination fee of $15,500,000 and, in certain other circumstances, Buyer may be required to pay to SeaCube a reverse termination fee of $35,000,000. See the section entitled The Amalgamation Agreement Reimbursement of Expenses, Termination Fees and Effect of Termination beginning on page 76 for a discussion of the circumstances under which such termination fees will be required to be paid.

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Q: HOW CAN I OBTAIN ADDITIONAL INFORMATION ABOUT SEACUBE?

A: SeaCube will provide copies of this proxy statement and its Annual Report to Shareholders, including its Annual Report on Form 10-K, as amended, without charge to any Shareholder who makes a written request to Office of the General Counsel/Corporate Secretary, SeaCube Container Leasing Ltd., 1 Maynard Drive, Park Ridge, New Jersey 07656. SeaCube s Annual Report on Form 10-K, as amended, and other SEC filings may also be accessed at www.sec.gov or on the Investor Relations section of SeaCube s website at www.seacubecontainers.com. SeaCube s website address is provided as an inactive textual reference only. The information provided on or accessible through our website is not part of this proxy statement and is not incorporated in this proxy statement by this or any other reference to our website provided in this proxy statement.

Q: HOW MANY COPIES SHOULD I RECEIVE IF I SHARE AN ADDRESS WITH ANOTHER SHAREHOLDER?

A: The SEC has adopted rules that permit companies and intermediaries, such as brokers, to satisfy the delivery requirements for proxy statements and annual reports with respect to two or more Shareholders sharing the same address by delivering a single annual report or proxy statement, as applicable, addressed to those Shareholders. This process, commonly referred to as householding, potentially provides extra convenience for Shareholders and cost savings for companies. SeaCube and some brokers may be householding SeaCube s proxy materials by delivering a single set of proxy materials to multiple Shareholders sharing an address unless contrary instructions have been received from the affected Shareholders. Once you have received notice from your broker or SeaCube that they or it will be householding materials to your address, householding will continue until you are notified otherwise or until you revoke your consent. If at any time you no longer wish to participate in householding, and would prefer to receive a separate proxy statement and annual report, or if you are receiving multiple copies of this proxy statement and the annual report and wish to receive only one, please notify your broker if your Common Shares are held in a brokerage account or SeaCube if you are a Shareholder of record. You can notify SeaCube by sending a written request to Office of the General Counsel/Corporate Secretary, SeaCube Container Leasing Ltd., 1 Maynard Drive, Park Ridge, New Jersey 07656, or by calling our Corporate Secretary at (201) 391-0800. In addition, we will promptly deliver, upon written or oral request to the address or telephone number above, a separate copy of the annual report and proxy statement to a Shareholder at a shared address to which a single copy of the documents was delivered.

Q: WHO CAN HELP ANSWER MY QUESTIONS?

A: If you have questions about the Amalgamation or the other matters to be voted on at the Special General Meeting or desire additional copies of this proxy statement or additional Proxy Cards or otherwise need assistance voting, you should contact:

AST Phoenix Advisors

6201 15th Ave, 3rd Floor

Brooklyn, NY 11219

Banks and Brokers: (212) 493-3910

Toll-Free for Shareholders: (877) 478-5038

or

SeaCube Container Leasing Ltd.

1 Maynard Drive

Park Ridge, New Jersey 07656

(201) 391-0800

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This proxy statement, and the documents to which we refer in this proxy statement, contain certain forward-looking statements as that term is defined by Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act. Statements that are predictive in nature, that depend on or relate to future events or conditions, or that include words such as believes, anticipates, expects, may, will, should estimates, intends, plans and other similar expressions are forward-looking statements. Forward-looking statements include information concerning possible or assumed future results of operations of the Company, the expected completion and timing of the Amalgamation and other information relating to the Amalgamation, and may involve known and unknown risks over which we have no control. Those risks include, without limitation:

- the failure to receive, on a timely basis or otherwise, the required approvals by the Shareholders and government or regulatory agencies;
- the risk that a condition to closing of the proposed transaction may not be satisfied;
- the Company s and Buyer s ability to consummate the Amalgamation;
- the possibility that the anticipated benefits and synergies from the proposed transaction cannot be fully realized or may take longer to realize than expected;
- operating costs and business disruption may be greater than expected;
- the ability of the Company to retain and hire key personnel and maintain relationships with providers or other business partners pending the consummation of the transaction; and
- and the impact of legislative, regulatory and competitive changes and other risk factors relating to the industries in which the Company operates, as detailed from time to time in the Company s reports filed with the SEC.

Additional information about the risks relating to the Company and about the material factors or assumptions underlying such forward-looking statements may be found under Item 1.A in the Company s Annual Report on Form 10-K for the fiscal year ended December 31, 2011. The Company and Buyer caution that the foregoing list of important factors that may affect future results is not exhaustive. When relying on forward-looking statements to make decisions with respect to the proposed transaction, Shareholders and others should carefully consider the foregoing factors and other uncertainties and potential events. We believe that the assumptions on which our forward-looking statements are based are reasonable. However, we cannot assure you that the actual results or developments we anticipate will be realized or, if realized, that they will have the expected effects on our business or operations. All subsequent written and oral forward-looking statements concerning the Amalgamation or other matters addressed in this proxy statement and attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Forward-looking statements speak only as of the date of this proxy statement or the date of any document incorporated by reference in this proxy statement. Except as required by applicable law or regulation, we do not undertake to release the results of any revisions of these forward-looking statements to reflect future events or circumstances.

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THE COMPANIES

SeaCube Container Leasing Ltd.

SeaCube is one of the world s largest container leasing companies based on total assets. The containers it leases are among the primary means by which products are shipped internationally because they facilitate the secure and efficient movement of goods via multiple transportation modes, including ships, rail and trucks. The principal activities of the business include the acquisition, leasing, re-leasing and subsequent sale of refrigerated and dry containers and generator sets. These leases are primarily under long-term contracts to a diverse group of the world s leading shipping lines.

SeaCube s common shares are listed with, and trade on, the NYSE under the symbol BOX.

The principal executive offices of SeaCube are located at 1 Maynard Drive, Park Ridge, New Jersey 07656; its telephone number is 201-391-0800; and its Internet website address is www.seacubecontainers.com. The information provided on or accessible through SeaCube s website is not part of this proxy statement and is not incorporated in this proxy statement by this or any other reference to its website provided in this proxy statement.

Ontario Teachers Pension Plan Board

OTPP was founded in 1917 and was administered by an arm of the Ontario government. In 1990, the fund was established as an independent corporation with the mandate to administer pensions and invest the plan s assets. Over the last 20 years, OTPP has transformed itself from largely being a holder of government bonds with a C$19 billion portfolio into one of the world s largest institutional investors. OTPP is Canada s largest single-profession pension plan, with approximately C$117.1 billion in net assets as at December 31, 2011. It administers the pensions of approximately 300,000 active and retired teachers, and inactive members, in the province of Ontario.

The principal executive offices of OTPP are located at 5650 Yonge Street, 3rd Floor, Toronto ON M2M 4H5, and its telephone number is 416-228-5900.

2357575 Ontario Limited

Buyer, a subsidiary of OTPP, is an Ontario, Canada corporation that was formed on January 16, 2013 for the sole purpose of effecting the Amalgamation.

The principal executive offices of Buyer are located at 5650 Yonge Street, 3rd Floor, Toronto ON M2M 4H5, and its telephone number is 416-228-5900.

SC Acquisitionco Ltd.

Acquisition Sub, a subsidiary of Buyer, is a Bermuda exempted company that was formed on January 17, 2013 for the sole purpose of effecting the Amalgamation. Upon the terms and subject to the conditions of the Amalgamation Agreement, SeaCube and Acquisition Sub will amalgamate under the laws of Bermuda, and the Amalgamated Company will continue as a Bermuda exempted company and as a subsidiary of Buyer.

The principal executive offices of Acquisition Sub are located at 5650 Yonge Street, 3rd Floor, Toronto ON M2M 4H5, and its telephone number is 416-228-5900.

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THE SPECIAL GENERAL MEETING

This proxy statement is being provided to the Shareholders as part of a solicitation of proxies by the Board for use at the Special General Meeting to be held at the time and place specified below, and at any properly convened meeting following an adjournment or postponement thereof. This proxy statement provides Shareholders with the information they need to know to be able to vote or instruct their vote to be cast at the Special General Meeting.

Date, Time and Place

The Special General Meeting is scheduled to be held at [ ] on [ ] at [ ], local time.

Purpose of the Special General Meeting

At the Special General Meeting, the Shareholders will be asked to consider and vote on the following proposals:

- to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, which is further described in the sections entitled The Amalgamation and The Amalgamation Agreement, beginning on pages 25 and 60, respectively;

- to approve an adjournment of the Special General Meeting, if necessary or appropriate in the view of the chairman of the Special General Meeting, to allow the Board to solicit additional proxies in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation if there are not sufficient votes at the time of such adjournment to approve and adopt the Amalgamation Agreement and to approve the Amalgamation; and

- to approve, on a non-binding, advisory basis, certain compensation that will or may become payable to our Named Executive Officers that is based on or otherwise relates to the Amalgamation, discussed under the section entitled The Amalgamation Quantification of Potential Payments to Named Executive Officers in Connection with the Amalgamation beginning on page 55.

Recommendation of the Board

After careful consideration, the Board unanimously determined that the terms of the Amalgamation Agreement are fair to and in the best interests of SeaCube and the Shareholders and unanimously approved the Amalgamation Agreement, the Amalgamation and the other transactions contemplated thereby. Certain factors considered by the Board in reaching its decision to approve the Amalgamation Agreement can be found in the section entitled The Amalgamation Reasons for the Amalgamation beginning on page 35.

The Board recommends that the Shareholders vote FOR the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, FOR the Adjournment Proposal, and FOR the Named Executive Officer Amalgamation-Related Compensation Proposal.

Record Date; Shareholders Entitled to Vote

Only holders of record of Common Shares at the close of business on [ ], 2013, the record date for the Special General Meeting, will be entitled to notice of, and to vote at, the Special General Meeting or any adjournments or postponements thereof. At the close of business on the record date, [ ] Common Shares were issued and outstanding and held by [ ] holders of record.

Holders of record of Common Shares are entitled to one vote for each Common Share they own at the close of business on the record date.

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Quorum

The presence of at least two persons at the start of the Special General Meeting representing in person or by proxy more than 50% of the votes attaching to all the issued and outstanding Common Shares will constitute a quorum for the transaction of business at the Special General Meeting. There must be a quorum for business to be conducted at the Special General Meeting. Failure of a quorum to be represented at the Special General Meeting will necessitate an adjournment or postponement and will subject SeaCube to additional expense. Abstentions and broker non-votes are counted as present or represented for purposes of determining the presence or absence of a quorum.

Required Vote

The proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Adjournment Proposal and the non-binding, advisory vote on the Named Executive Officer Amalgamation-Related Compensation Proposal each require the affirmative vote of a majority of the votes cast at the Special General Meeting at which a quorum is present, in accordance with the Bye-laws.

Failure to Vote, Abstentions and Broker Non-Votes

It is important that you vote your Common Shares. Although your failure to vote, or failure to instruct your broker, bank or other nominee to vote, will not affect the passage of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Adjournment Proposal and, on a non-binding, advisory basis, the Named Executive Officer Amalgamation-Related Compensation Proposal, such failure will have the practical effect of reducing the number of affirmative votes required to achieve the required majority by reducing the total number of Common Shares from which the majority is calculated.

If you attend the Special General Meeting or send in your signed Proxy Card, but abstain from voting on any proposal, you will still be counted for purposes of determining whether a quorum exists. If you abstain from voting on the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, the Adjournment Proposal or the Named Executive Officer Amalgamation-Related Compensation Proposal, your abstention will have the same effect as a vote against that proposal.

Broker non-votes will be counted for the purpose of determining the presence of a quorum but will not be counted for purposes of determining the outcome of the vote on any proposal.

An abstention and a broker non-vote will be counted for purposes of determining a quorum. However, if you are the Shareholder of record, and you fail to vote by proxy or by ballot at the Special General Meeting, your Common Shares will not be counted for purposes of determining a quorum. Abstentions, failures to submit a Proxy Card or vote in person and broker non-votes will be treated in the following manner with respect to determining the votes received for each of the proposals:

- an abstention, failure to submit a Proxy Card or vote in person or a broker non-vote will not affect the passage of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, and, on a non-binding, advisory basis, the Named Executive Officer Amalgamation-Related Compensation Proposal, although any of the foregoing will have the practical effect of reducing the number of affirmative votes required to achieve the required majority by reducing the total number of Common Shares from which the majority is calculated; and

- an abstention, a failure to submit a Proxy Card or vote in person or a broker non-vote will have no effect on the proposal to approve any adjournment of the Special General Meeting.

Voting by Seacastle Operating and by SeaCube s Directors and Executive Officers

At the close of business on the record date, [ ] Common Shares were issued and outstanding, approximately [ ]% of which were held by Seacastle Operating and [ ]% of which were held by SeaCube s

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directors and executive officers. Pursuant to, and on the terms and conditions set forth in the Voting Agreement, Seacastle Operating has agreed to vote its Common Shares in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation. We currently expect that SeaCube s directors and executive officers will vote their Common Shares in favor of the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, although no director or executive officer has entered into any agreement obligating such person to do so.

Voting at the Special General Meeting

If you plan to attend the Special General Meeting and wish to vote in person, you will be given a ballot at the Special General Meeting. Please note that if your Common Shares are held by a broker, bank or other nominee, and you wish to vote at the Special General Meeting, you must bring to the Special General Meeting a proxy from the record holder (your broker, bank or other nominee) of the Common Shares authorizing you to vote at the Special General Meeting.

You may also authorize the persons named as proxies on the Proxy Card to vote your Common Shares by returning the Proxy Card by mail, through the Internet or by telephone. **Although SeaCube offers four different voting methods, SeaCube encourages you to vote through the Internet, as SeaCube believes it is the most cost-effective method.** We also recommend that you vote as soon as possible, even if you are planning to attend the Special General Meeting, so that the vote count will not be delayed. Both the Internet and the telephone provide convenient, cost-effective alternatives to returning your Proxy Card by mail. If you vote your Common Shares through the Internet, you may incur costs associated with electronic access, such as usage charges from Internet access providers. If you choose to vote your Common Shares through the Internet or by telephone, there is no need for you to mail back your Proxy Card.

To Vote Over the Internet:

Log on to the Internet and go to the website [ ] (24 hours a day, 7 days a week). Have your Proxy Card available when you access the website. You will need the control number from your Proxy Card to vote.

To Vote By Telephone:

On a touch-tone telephone, call [ ] (24 hours a day, 7 days a week). Have your Proxy Card available when you make the call. You will need the control number from your Proxy Card to vote.

To Vote By Proxy Card:

Complete and sign the Proxy Card and mail it to the address indicated on the Proxy Card.

If you return your signed Proxy Card without indicating how you want your Common Shares to be voted with regard to a particular proposal, your Common Shares will be voted in favor of each such proposal. Proxy Cards that are returned without a signature will not be counted as present at the Special General Meeting and cannot be voted.

If your Common Shares are held by your broker, bank or other nominee, you will receive a form from your broker, bank or other nominee seeking instruction as to how your Common Shares should be voted. If you do not issue voting instructions to your broker, bank or other nominee, your broker, bank or other nominee may not vote your Common Shares on any of the proposals. You should contact your broker, bank or other nominee with questions about how to provide or revoke your instructions.

Revocation of Proxies

You have the right to revoke your proxy at any time before the Special General Meeting by:

- submitting a written notice of revocation to Office of the General Counsel/Corporate Secretary, SeaCube Container Leasing Ltd., 1 Maynard Drive, Park Ridge, New Jersey 07656;

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submitting a later-dated Proxy Card;

attending the Special General Meeting and voting in person, which will automatically cancel any proxy previously given, or revoking your proxy in person, but your attendance alone will not revoke any proxy that you have previously given;

submitting another vote by telephone or over the Internet; or

if applicable, submitting new voting instructions to your broker, bank or other nominee.

If you choose either of the first two methods, you must submit your notice of revocation or your later-dated Proxy Card to the Corporate Secretary of SeaCube, no later than the beginning of the Special General Meeting.

If you have questions about how to vote or revoke your proxy, you should contact our Secretary at Office of the General Counsel/Corporate Secretary, SeaCube Container Leasing Ltd., 1 Maynard Drive, Park Ridge, New Jersey 07656.

Shares Held in Name of Broker (Street Name)

If you are a beneficial owner of Common Shares and your Common Shares are held by your broker, bank or other nominee, often referred to as held in street name, you will receive a form from your broker, bank or other nominee seeking instruction as to how your Common Shares should be voted. You should contact your broker, bank or other nominee with questions about how to provide or revoke your instructions.

Tabulation of Votes

The votes will be counted by one or more inspectors of votes appointed for the Special General Meeting.

Solicitation of Proxies

The Board is soliciting your proxy, and SeaCube will bear the cost of soliciting proxies. AST Phoenix Advisors has been retained to assist with the solicitation of proxies. AST Phoenix Advisors will be paid approximately $10,000 and will be reimbursed for its reasonable out-of-pocket expenses for these and other advisory services in connection with the Special General Meeting. Solicitation initially will be made by mail. Forms of proxies and proxy materials may also be distributed through brokers, custodians and other like parties to the beneficial owners of Common Shares, in which case these parties will be reimbursed for their reasonable out-of-pocket expenses. Proxies may also be solicited in person or by telephone, facsimile, electronic mail, or other electronic medium by AST Phoenix Advisors or by certain of SeaCube s directors, officers and employees, without additional compensation.

Adjournment

In addition to the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation and the Named Executive Officer Amalgamation-Related Compensation Proposal, the Shareholders are also being asked to approve a proposal that will give the chairman of the Special General Meeting authority to adjourn the Special General Meeting for the purpose of soliciting additional proxies in favor of the proposal to approve and adopt the Amalgamation Agreement to approve the Amalgamation if there are not sufficient votes at the time of the Special General Meeting to approve the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation. If this proposal is approved, the Special General Meeting could be successively adjourned to any date. In addition, the chairman of the Special General Meeting could postpone the Special General Meeting before it commences, whether for the purpose of soliciting additional proxies or for other reasons. If the Special General Meeting is adjourned for the purpose of soliciting additional proxies, Shareholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you return a proxy and do not indicate how you wish to vote on any proposal, or if you indicate that you wish to vote in favor of the proposal to approve and adopt the Amalgamation Agreement and to

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approve the Amalgamation but do not indicate a choice on the Adjournment Proposal, your Common Shares will be voted in favor of the Adjournment Proposal. But if you indicate that you wish to vote against the proposal to approve and adopt the Amalgamation Agreement and to approve the Amalgamation, your Common Shares will only be voted in favor of the Adjournment Proposal if you indicate that you wish to vote in favor of that proposal.

The Board recommends a vote FOR the Adjournment Proposal.

Other Information

You should not return your Share Certificates or send documents representing Common Shares with the Proxy Card. If the Amalgamation is completed, the Paying Agent for the Amalgamation will send you a Letter of Transmittal and instructions for exchanging your Share Certificates for the Transaction Consideration.

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THE AMALGAMATION

The discussion of the Amalgamation in this proxy statement is qualified in its entirety by reference to the Amalgamation Agreement, a copy of which is attached to this proxy statement as Annex A and which is incorporated by reference into this proxy statement.

Effects of the Amalgamation

Pursuant to the terms of the Amalgamation Agreement, at the Effective Time, SeaCube and Acquisition Sub will amalgamate under the laws of Bermuda, and the Amalgamated Company will continue as a Bermuda exempted company and as a subsidiary of Buyer.

Upon the terms and subject to the conditions of the Amalgamation Agreement, at the Effective Time, each Common Share (other than (i) Dissenting Shares, (ii) Common Shares owned by the Company, Buyer, Acquisition Sub or any of their respective wholly owned subsidiaries and (iii) the Carry-Forward Share) issued and outstanding immediately prior to the Effective Time will be converted into the right to receive the Transaction Consideration less any applicable withholding tax.

At the Effective Time, any vesting condition or restrictions applicable to each Restricted Share outstanding immediately prior to the Effective Time will lapse, and each such Restricted Share will be treated in accordance with the procedures outlined above for Common Shares.

Background of the Amalgamation

As part of the Company s ongoing strategic planning process, Company management and the Board regularly review and assess the Company s competitive position, industry trends and potential strategic initiatives. Company management also meets periodically with members of the Board in the ordinary course of business to discuss potential actions to maximize shareholder value, including strategic alternatives such as acquisitions, dispositions and business combinations.

During the first and second quarters of 2012, Joseph Kwok, Chief Executive Officer of the Company, as well as other members of Company management, had discussions in the ordinary course of business with the Board regarding the strategic direction of the Company and opportunities for maximizing shareholder value. Mr. Kwok and members of Company management discussed with the Board recent actions taken by the Company to enhance shareholder value, such as the Company s secured notes offering completed in June 2012 and the increase in the Company s borrowing capacity under its credit facilities, improving the Company s liquidity and increasing its ability to invest in new container assets and pursue new growth opportunities. The Board and Company management noted that these actions, taken together with the Company s active management of its container assets, had resulted in a significant increase in shareholder value since the Company s initial public offering in October 2010, as reflected in the Company s share price. The Board and Company management also discussed potential risks that the Company faced, including the effect of difficult global economic conditions on the Company s ability to achieve its business plan, and challenges to the Company s ability to maintain revenue growth and profit margins in future periods.

During this time period, representatives of investment banks covering the container leasing industry called on Company management. As part of the Company s ongoing review of the industry and the Company s competitive position within the industry, Company management routinely met with representatives of numerous investment banks, including representatives of BofA Merrill Lynch and Deutsche Bank, to discuss developments in the container leasing industry and the investment banks views as to strategic opportunities potentially available to the Company. In August 2012, the Board invited BofA Merrill Lynch and Deutsche Bank to attend its regularly scheduled Board meeting. The Board met on August 23, 2012, with representatives of BofA Merrill Lynch and Deutsche Bank in attendance. At the meeting, representatives of BofA Merrill Lynch and Deutsche Bank each discussed with the Board, among other things, the container leasing industry, the Company s competitive position in the industry and strategic opportunities available to the Company to enhance shareholder value, including a potential sale of the Company.

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On September 13, 2012, the Board held a telephonic meeting, with Company management and Skadden, Arps, Slate, Meagher & Flom LLP (Skadden), the Company s legal counsel, in attendance. The Board and Company management discussed the Company s business plan, industry trends and the potential for increasing shareholder value through implementation of the Company s business initiatives. The Board and Company management also discussed the potential risks that the Company faced in achieving its business plan, including competition from larger strategic participants in the industry, the entry of new participants in the industry, the effect of difficult global economic conditions on the Company s customers and the continued availability of financing on favorable terms, which was necessary for the continued growth and profitability of the Company. After a discussion of the Board s fiduciary duties in connection with the evaluation of potential strategic alternatives, the Board determined that it would be in the best interests of the Company and its Shareholders to explore whether strategic alternatives, including a sale of the Company, would potentially give Shareholders the opportunity to maximize the value of their investment.

The Board also discussed whether BofA Merrill Lynch and Deutsche Bank should be engaged by the Company to assist it in exploring strategic alternatives. Company management reported that the Company had received and informally discussed fee proposals with each of BofA Merrill Lynch and Deutsche Bank, each of whom had indicated its willingness to assist the Company should the Board decide to explore strategic alternatives. The Board discussed the relevant experience and qualifications of several potential financial advisors, including BofA Merrill Lynch and Deutsche Bank, and also discussed the fact that BofA Merrill Lynch and Deutsche Bank had from time to time been engaged by the Company, and each was familiar with the Company and its industry. The Board then discussed and considered relationships between the Company, the Funds and their affiliated entities, on the one hand, and each of BofA Merrill Lynch and Deutsche Bank, on the other hand, including past and present engagements involving BofA Merrill Lynch, Deutsche Bank and the Funds.

After due consideration of the risks faced by the Company in the current challenging global economic environment, the Board decided to explore a possible sale of the Company as a possible method for maximizing shareholder value. The Board considered the prospects of the Company, the public markets valuation of the Company and other companies in the container leasing industry and the potential challenges to achieving the growth required for increased economies of scale in the Company s business, which is important to the Company s ability to compete with other industry participants. The fact that the Company s initial public offering was completed in October 2010 was not material to the Board s determination to explore a possible sale of the Company as a method for maximizing shareholder value, as the Board believed that the public markets did not fully value the Company. The Board authorized the Company to negotiate terms of engagement with each of BofA Merrill Lynch and Deutsche Bank to act as financial advisors to the Company.

The Board also considered the possible disruption to the Company s business that could result from the public announcement of an exploratory sale process and the resulting distraction of the attention of Company management and employees, concluding that such risks could be minimized by proceeding with an exploratory sale process on a non-public basis. The Board then authorized Company management to develop, with the assistance of BofA Merrill Lynch and Deutsche Bank, a list of potential buyers of the Company, and to thereafter instruct BofA Merrill Lynch and Deutsche Bank to contact such potential buyers on a confidential basis in order to assess their interest in the Company.

Shortly thereafter, with the assistance of BofA Merrill Lynch and Deutsche Bank, Company management developed a list of potential strategic and financial buyers for the Company, including OTPP. At the instruction of Company management, representatives of BofA Merrill Lynch and Deutsche Bank contacted a total of 22 potential buyers in late September and October, including 14 financial buyers and eight strategic buyers. Four of the parties contacted during that time period executed confidentiality agreements with the Company, including OTPP, which executed a confidentiality agreement with the Company on September 21, 2012. After signing a confidentiality agreement, representatives of BofA Merrill Lynch and Deutsche Bank provided each such potential buyer non-public information about the Company, including cash flow projections and a fleet book. Each of the potential buyers was invited to submit questions via an organized Q&A process, to request expert due diligence sessions and to attend individual management presentations.

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On September 21, 2012, a representative of the Company met with Bidder C (a potential financial buyer) to discuss a potential transaction with the Company. Bidder C had been previously identified as a potential buyer of the Company, but had not previously been contacted by the Company s financial advisors. Shortly thereafter, on September 24, 2012, representatives of BofA Merrill Lynch and Deutsche Bank sent Bidder C a confidentiality agreement, which Bidder C executed on October 11, 2012.

The Company held a management presentation for OTPP on November 2, 2012. Representatives of OTPP attended the presentation, at which members of Company management, including Mr. Kwok, Stephen Bishop, the Company s Chief Financial Officer and Chief Operating Officer, and Lisa Leach, the Company s General Counsel, provided OTPP with an overview of the Company s business, its operations, its fleet assets, its customers and its financing arrangements. Representatives of BofA Merrill Lynch also attended the management presentation.

A telephonic meeting of the Board was held on November 5, 2012, with Company management and representatives of BofA Merrill Lynch and Deutsche Bank in attendance. Representatives of BofA Merrill Lynch and Deutsche Bank presented the Board with an overview of the sale process to date, and noted that while several potential buyers continued to review the opportunity, OTPP and Bidder C had each indicated a desire to pursue a transaction on an expedited basis. The Board determined to grant OTPP and Bidder C access to a virtual data room set up by the Company. The Board, Company management and representatives of BofA Merrill Lynch and Deutsche Bank then discussed five additional strategic buyers, including Bidder A and Bidder B, that had not yet been contacted by representatives of BofA Merrill Lynch and Deutsche Bank, and their potential interest in the Company, as well as their ability to make an offer to purchase of the Company. The Board and Company management also discussed risks associated with sharing competitively sensitive information with such potential strategic buyers, and determined that such risks could be managed through virtual data room procedures and should not preclude the inclusion of such strategic buyers in the sale process. After discussion, the Board authorized representatives of BofA Merrill Lynch and Deutsche Bank to contact the five additional potential strategic buyers, including Bidder A and Bidder B, to assess their interest in a transaction involving the Company. Thereafter, representatives of BofA Merrill Lynch and Deutsche Bank contacted Bidder A and Bidder B, as well as t