

FRIDAY



ATM TRAFFIC SOLUTIONS LIMITED (COMPANY NO. 05015772)

(THE "COMPANY")

## WRITTEN RESOLUTIONS OF SHAREHOLDERS

CIRCULATION DATE: 11 JUNE 2013

We, the undersigned, being the "eligible members" of the Company (as defined in Section 289 of the Companies Act 2006) who, at the Circulation Date, are entitled to receive notice of and to attend and vote at general meetings of the Company, hereby **RESOLVE** in accordance with Regulation 53 of Table A, as incorporated and adopted into the Company's Articles of Association and Chapter 2 of Part 13 of the Companies Act 2006, to pass the following resolutions as written resolutions (together the "**Resolutions**")

### ORDINARY RESOLUTIONS

- 1 **THAT** the entry into and performance by the Company of the Documents (as defined below) is in the best interests and for the corporate benefit of the Company
- 2 **THAT** the terms of the transactions contemplated by
  - (a) a supplemental indenture under an indenture (and any supplement thereto) (as may be amended, restated, supplemented or otherwise modified from time to time) with the Bank of New York Mellon as trustee ("**Trustee**") in connection with the issue of \$500,000 principal amount 6.5% second priority senior secured notes due 2022 issued by Ashtead Capital, Inc granted in favour of the Trustee (the "**HY Indenture**"),
  - (b) a grantor acknowledgement in respect of an intercreditor agreement dated July 16, 2012 (as amended, restated, supplemented or otherwise modified from time to time);
  - (c) an English law debenture in favour of the Administrative Agent (defined therein) under a senior facility agreement originally dated August 31, 2006 (as amended and restated as of March 28, 2011 and as may be further amended restated, supplemented or otherwise modified from time to time) and made between, amongst others (1) Ashtead Holdings LLC, Sunbelt Rentals, Inc., Ashtead Plant Hire Company Limited, and Empire Scaffold LLC (as borrowers), (2) Ashtead Group public limited company (as borrower representative and guarantor), (3) the financial institutions named therein (as lenders), (4) Wells Fargo Capital Finance, LLC (as syndication agent), (5) General Electric Capital Corporation, (as collateral agent) (6) JPMorgan Chase Bank, Citibank, N A, National Association, Deutsche Bank Securities, Inc and General Electric Capital Corporation (as co-documentation agents), (7)

Lloyds TSB Bank PLC (as UK agent) and (8) Bank of America, N.A. (as administrative agent) pursuant to which the lenders agreed to make available to the borrowers \$1,400,000 term, revolving and letter of credit facilities for the purposes therein specified as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facility or by any change in the identity of any of the agents or any of the lenders (the "Senior Facilities Agreement");

- (d) an English law guarantee in favour of the Administrative Agent under the Senior Facilities Agreement,
  - (e) an English law share charge in favour of the Administrative Agent under the Senior Facilities Agreement,
  - (f) an English law debenture in favour of the Trustee under the HY Indenture;
  - (g) an Officer's certificate addressed to Skadden, Arps, Slate, Meagher & Flom (UK) LLP, and
  - (h) any other related document,
- (together, the "Documents"),

and the performance by the Company of its obligations under the Documents are hereby approved generally

3. **THAT**

- (a) any director of the Company (or, in the case of any document to be executed by the Company under seal or as a deed any director and the secretary of the Company or any two directors or a director whose signature is witnessed), be authorised to execute the Documents on behalf of the Company, with such amendments thereto as such officer(s) or person shall in his absolute discretion think fit,
- (b) any Director or the Secretary of the Company, either singly or with any other Director of the Company in the case of a deed, be authorised to execute and do all such acts, deeds, documents, certificates and notices as he may consider expedient in connection with the accession, execution or performance by the Company to or of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith

4. **THAT** these resolutions shall have effect notwithstanding any provision of the Company's articles of association

## SPECIAL RESOLUTIONS

1. **THAT** the Articles of Association of the Company be amended by the addition of the following new Article 4 3

"Notwithstanding anything contained in these Articles , the directors shall not decline to register any transfer of shares, nor may they suspend registration of any shares where such transfer

- (a) is to (i) any person (a "Security Institution") to whom such shares have been charged by way of security or to any nominee of any such person or (ii) a purchaser of such shares following enforcement of the security, or
- (b) is delivered to the Company for registration by (i) a Security Institution or its nominee in order to perfect its security over the shares or (ii) a purchaser of such shares following enforcement of the security (whether or not such transfer is executed by a Security Institution or its nominee pursuant to a power of attorney or the power of sale or other power under such security),

and the directors shall register promptly any such transfer of shares upon receipt "

2. **THAT** the Articles of Association of the Company be amended by the addition of the following new Article 4 4

"The lien set out in MA Article 52 shall not apply in respect of any shares which have been charged by way of security to a Security Institution or a nominee of a Security Institution "

3. **THAT** this resolution shall have effect notwithstanding any provision of the Company's Articles of Association.

The undersigned, being the sole member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions

Signed



for and on behalf of

Anglia Traffic Management Group Limited

Date

11 JUNE 2013

**NOTE**

Unless sufficient agreement has been received within the period of 28 days beginning with the Circulation Date, these resolutions will lapse. If you agree to these resolutions, please indicate your agreement by signing this document where indicated above and return it to the Company within that period.