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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

In re: AHERN RENTALS, INC., Debtor.	Case No.: BK-N-11-53860-BTB Chapter 11 **Confirmation Hearing:** **June 5, 2013, 9:30 a.m.**

DISCLOSURE STATEMENT SUPPLEMENT TO ACCOMPANY DEBTOR'S SECOND AMENDED PLAN OF REORGANIZATION

Ahern Rentals, Inc. ("Debtor"),[1] a Nevada corporation, debtor and debtor-in-possession, by and through its attorneys, the law firms of Gordon Silver and DLA Piper LLP (US), hereby

[1] Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the *Debtor's Second Amended Plan of Reorganization* [ECF No. 1796] (the "Debtor Plan" or "Plan"), as amended by the *First Amendment to Debtor's Second Amended Plan of Reorganization* [ECF No. 2084] (the "Plan Amendment").

submits Debtor's *Disclosure Statement Supplement to Accompany Debtor's Second Amended Plan of Reorganization and First Amendment to Second Amended Plan of Reorganization* ("Disclosure Statement Supplement") which supplements and modifies the *Disclosure Statement to Accompany Debtor's Second Amended Plan of Reorganization* [ECF No. 1797] ("Original Disclosure Statement") as follows:

Section I. In Section I of the Original Disclosure Statement, the paragraph that reads:

> The Debtor believes that the Debtor Plan provides for substantially better treatment of Claims and Equity Interests than the Noteholder Plan provides, because, among other things, the Debtor Plan embodies a business plan that projects a significantly higher enterprise value for Reorganized Ahern and provides for a one hundred percent (100%) recovery to all Classes of Claims, plus interest from the Petition Date. Specifically, the Debtor Plan provides for the payment of interest on Allowed Claims accruing after the Petition Date and a greater recovery to the Holders of Second Lien Loan Claims, even if such Holders do not vote to accept the Debtor Plan, than the Noteholder Plan projects for such Holders. Indeed, the Debtor Plan provides Holders of Second Lien Loan Claims consideration equal to par ($237 million) if they vote in favor of the Debtor Plan ($160 million in cash plus $77 million of secured notes) or secured notes equal to par plus accrued pre- and post-petition interest (approximately $308 million) if they do not. The Noteholder Plan provides no Cash recovery to the Second Lien Loan Claims and offers only equity securities with no details as to any business plan, governance rights, management team, exit financing, or determination as to value. In addition to the right to receive $160 million in Cash, the Debtor Plan contemplates a Reorganized Ahern in which the Junior Secured A Notes or Junior Secured B Notes are senior to all equity interests and receive the benefit of a proven management team and business strategy, as most recently demonstrated by pro forma LTM EBITDA (as defined below) growing during the pendency of the case from approximately $77 million at the end of 2011 to approximately $117 million at the end of 2012. Conversely, the Debtor maintains that the Noteholder Plan may result in a complete change in management and, thus, is subject to greater execution risk, and is not confirmable because, among other things, it improperly classifies claims, rests on artificially low valuation, and has other substantive and technical flaws.

is replaced in its entirety to read as follows:

> Since the Original Disclosure Statement was approved by the Court, the Debtor continued to negotiate with the various creditor constituencies towards a consensual plan of reorganization. In this regard, the Debtor has obtained commitments for the Exit Financing from the Exit Lenders to pay on the Effective Date the DIP Loan Claims and Term Loan

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Claims, and settle the Second Lien Loan Claims.

The Debtor believes that the Debtor Plan, as amended by the Plan Amendment, provides for substantially better treatment of Claims and Equity Interests than the Noteholder Plan provides, because, among other things, the Debtor Plan embodies a business plan that projects a significantly higher enterprise value for Reorganized Ahern and, except for Class 2, provides for a one hundred percent (100%) recovery to all Classes of Claims, plus interest from the Petition Date. With respect to Class 2, the Debtor Plan, as amended by the Plan Amendment, provides that on the Effective Date each Holder of any Allowed Second Lien Loan Claims shall receive, in full satisfaction, settlement, release and discharge of and in exchange for such Holder's Allowed Second Lien Loan Claim, such Holder's Pro Rata share of (i) Cash in the amount of $268 Million and (ii) the Contingent Value Rights. In addition, on the Effective Date, the Noteholder Group, in care of its counsel Bracewell & Giuliani LLP, shall be paid $10.0 Million in Cash in full satisfaction, settlement, release and discharge of the Noteholder Group's claims for reimbursement for out-of-pocket fees and costs, including attorney and other reorganization professional fees, costs, and other expenses, and including substantial contribution claims pursuant to Section 503(b) of the Bankruptcy Code.

In connection with the foregoing treatment of the Second Lien Loan Claims, the Noteholder Group and the Debtor have entered into a Plan Support Agreement. Pursuant to and subject to the terms of the Plan Support Agreement, the Noteholder Group and the Debtor have mutually and consensually agreed to support and facilitate confirmation and consummation of the Debtor Plan, as Amended by the Plan Amendment.

Moreover, the Holders of Debtor's current Equity Interests are making a New Value contribution of $5 Million to retain one hundred percent (100%) of Reorganized Ahern's New Equity.

The Debtor maintains that the Noteholder Plan may result in a complete change in management and, thus, is subject to greater execution risk, and is not confirmable because, among other things, it improperly classifies claims, rests on artificially low valuation, and has other substantive and technical flaws.

Section III.B. In the table in Section III.B of the Original Disclosure Statement that summarizes the treatment of Claims and Interests under the Debtor Plan, the Description and Amount of Claims or Interests and Summary of Treatment with respect to the Class 2 Second Lien Loan Claims and Class 9 Equity Interests are replaced in their entirety to read as follows:

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Description and Amount of Claims or Interests	Summary of Treatment
Class 2: Second Lien Loan Claims Estimated Aggregate Amount: $268 million plus post-petition interest, fees and expenses	• Impaired • Class 2 consists of the Second Lien Loan Claims • The Second Lien Loan Claims (including as set forth in the proof of Claim filed by the Second Lien Indenture Trustee) are Allowed Claims, not subject to offset, defense, counterclaim, reduction, or credit of any kind whatsoever. On the Effective Date each Holder of any Allowed Second Lien Loan Claims shall receive, in full satisfaction, settlement, release and discharge of and in exchange for such Holder's Allowed Second Lien Loan Claim, such Holder's Pro Rata share of (i) Cash in the amount of $268 Million and (ii) the Contingent Value Rights. In addition, on the Effective Date, the Noteholder Group, in care of its counsel Bracewell & Giuliani LLP, shall be paid $10.0 Million in Cash in full satisfaction, settlement, release and discharge of the Noteholder Group's claims for reimbursement for out-of-pocket fees and costs, including attorney and other reorganization professional fees, costs, and other expenses, and including substantial contribution claims pursuant to Section 503(b) of the Bankruptcy Code. The Notes Indenture and the Bridge Exit Loan Facility will treat any payment to the holders of the Second Lien Loan Claims pursuant to the Contingent Value Rights as a restricted payment (and therefore restricted under the Notes Indenture and Bridge Exit Loan Facility unless Reorganized Ahern earns sufficient net income to generate enough restricted payment capacity in the future to make the payment). However, the Notes Indenture and the Bridge Exit Loan Facility will also include a carve out to this restriction if Reorganized Ahern has first made an offer to repurchase the notes and/or bridge loans under the Notes Indenture and the Bridge Exit Loan Facility (and repurchased any such notes or bridge loans validly tendered) pursuant to the change of control offer provisions contained in the Notes Indenture and the Bridge Exit Loan Facility. Therefore, in the event Reorganized Ahern and/or holders of Equity Interests decide to undertake a transaction or series of transactions that results in a Change of Control under the Contingent Value Rights Agreement, Reorganized Ahern may be restricted from making the payment thereunder pursuant to the terms of the Notes Indenture or Bridge Exit Loan Facility. Any payment in contravention of the terms of the Notes Indenture or Bridge Exit Loan Facility would result in an event of default under the notes and bridge loans issued thereunder. • Entitled to vote to accept or reject the Debtor Plan • Estimated Recovery: 100%
Class 9: Equity Interests	• Unimpaired • Class 9 consists of the Allowed Equity Interests of the Debtor • Unless the Holder of an Allowed Equity Interest and the Debtor agree to a different treatment, the legal, equitable, contractual and ownership rights of the Holders of Allowed Equity Interests are unaltered by the Plan. Upon the Effective Date, the Holders of Allowed Equity Interests shall retain their Equity Interests. • Not entitled to vote to accept or reject the Debtor Plan

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Description and Amount of Claims or Interests	Summary of Treatment
	• Estimated Recovery: 100%

Section V.B.2.b. With respect to the Treatment of Classes of Claims and Equity Interests in section V.B.2, section V.B.2.b in the Original Disclosure Statement is replaced in its entirety to read:

b. Class 2: Second Lien Loan Claims.

(i) *Claims in Class:* Class 2 consists of the Second Lien Loan Claims.

(ii) *Treatment:* The Second Lien Loan Claims (including as set forth in the proof of Claim filed by the Second Lien Indenture Trustee) are Allowed Claims, not subject to offset, defense, counterclaim, reduction, or credit of any kind whatsoever. On the Effective Date each Holder of any Allowed Second Lien Loan Claims shall receive, in full satisfaction, settlement, release and discharge of and in exchange for such Holder's Allowed Second Lien Loan Claim, such Holder's Pro Rata share of (i) Cash in the amount of $268 Million and (ii) the Contingent Value Rights. In addition, on the Effective Date, the Noteholder Group, in care of its counsel Bracewell & Giuliani LLP, shall be paid $10.0 Million in Cash in full satisfaction, settlement, release and discharge of the Noteholder Group's claims for reimbursement for out-of-pocket fees and costs, including attorney and other reorganization professional fees, costs, and other expenses, and including substantial contribution claims pursuant to Section 503(b) of the Bankruptcy Code.

The Notes Indenture and the Bridge Exit Loan Facility will treat any payment to the holders of the Second Lien Loan Claims pursuant to the Contingent Value Rights as a restricted payment (and therefore restricted under the Notes Indenture and Bridge Exit Loan Facility unless Reorganized Ahern earns sufficient net income to generate enough restricted payment capacity in the future to make the payment). However, the Notes Indenture and the Bridge Exit Loan Facility will also include a carve out to this restriction if Reorganized Ahern has first made an offer to repurchase the notes and/or bridge loans under the Notes Indenture and the Bridge Exit Loan Facility (and repurchased any such notes or bridge loans validly tendered) pursuant to the change of control offer provisions contained in the Notes Indenture and the Bridge Exit Loan Facility. Therefore, in the event Reorganized Ahern and/or holders of Equity Interests decide to undertake a transaction or series of transactions that results in a Change of Control under the Contingent Value Rights Agreement, Reorganized Ahern may be restricted from making the

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payment thereunder pursuant to the terms of the Notes Indenture or Bridge Exit Loan Facility. Any payment in contravention of the terms of the Notes Indenture or Bridge Exit Loan Facility would result in an event of default under the notes and bridge loans issued thereunder.

The Holders of Second Lien Loan Claims are Impaired under the Debtor Plan and are entitled to vote to accept or reject the Debtor Plan.

Section V.B.2.i. With respect to the Treatment of Classes of Claims and Equity Interests in section V.B.2, section V.B.2.i in the Original Disclosure Statement is replaced in its entirety to read:

b. Class 9: Equity Interests.

(i) *Claims in Class:* Class 9 consists of the Allowed Equity Interests.

(ii) *Treatment:* Unless the Holder of an Allowed Equity Interest and the Debtor agree to a different treatment, the legal, equitable, contractual and ownership rights of the Holders of Allowed Equity Interests are unaltered by the Plan. Upon the Effective Date, the Holders of Allowed Equity Interests shall retain their Equity Interests.

The Holders of Equity Interests are Unimpaired under the Plan and are not entitled to vote to accept or reject the Plan.

Section V.C.d. Section V.C.d in the Original Disclosure Statement is replaced in its entirety to read:

On the Effective Date, the Exit Financing Facility, together with new promissory notes and guarantees evidencing the obligations of Reorganized Ahern thereunder, and all other documents, instruments, mortgages, and agreements to be entered into, delivered, or confirmed thereunder on the Effective Date, shall become effective. To the extent the Notes Offering is consummated prior to the Effective Date, on the Effective Date Reorganized Ahern shall assume the obligations under the Notes Indenture and related Exit Financing Facility Documents. The obligations incurred by Reorganized Ahern pursuant to the Exit Financing Facility and related documents shall be paid as set forth in the Exit Financing Facility Documents. The Alternative Transaction Fee (as defined in that certain fee letter dated May 17, 2013, by and between the Debtor and Jefferies Finance LLC and pertaining to the commitment for Exit Financing) shall be a binding obligation of the Reorganized Debtor. One or more commitment letter(s) or term sheet(s) with respect to the Exit Financing Facility shall be attached to the Plan Supplement as Exhibit D.

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Section V.C.e. Section V.C.e in the Original Disclosure Statement is replaced in its entirety to read:

> On the Effective Date, or as soon as reasonably practicable thereafter:
>
> (i) The DIP Loan Notes, Term Loan Notes and Second Lien Loan Notes shall be cancelled and extinguished and of no further force or effect.
>
> (ii) Reorganized Ahern shall execute and deliver the Exit Financing Facility Documents, as applicable, to the Exit Lenders.
>
> (iii) The DIP Loan Documents, Term Loan Documents and Second Lien Loan Documents shall be of no further effect except as otherwise provided in the Debtor Plan, for the purpose of effectuating the Distributions under the Debtor Plan and allowing the DIP Loan Agents, Term Loan Agents and Second Lien Indenture Trustee with respect to the Distributions required to be made by any of them pursuant to the Debtor Plan and/or the DIP Loan Documents, Term Loan Documents and Second Lien Loan Documents and allowing and preserving the rights of the DIP Loan Agents and the DIP Lenders to seek and obtain reimbursement for any expenses (including attorneys' fees) or indemnity to the extent permitted by the DIP Loan Documents.

Section V.G.a. Section V.G.a in the Original Disclosure Statement is replaced in its entirety to read:

> a. Conditions to Confirmation.
>
> The following are conditions precedent to entry of the Confirmation Order:
>
> (i) the Confirmation Order shall be in form and substance acceptable to Debtor; and the DIP Loan Agents, the Noteholder Group and the Exit Lenders, and shall not contain any terms or conditions that are materially adverse to the rights or interests of the Exit Lenders, and their respective affiliates (as determined in good faith by the Exit Lender(s)) and such arranger unless such arranger and the Exit Lender(s) have so consented in writing;
>
> (ii) the Bankruptcy Court shall have entered an order, which shall not be subject to any stay or subject to an unresolved request for revocation under Section 1144 of the Bankruptcy Code, approving the Disclosure Statement and solicitation procedures with respect to the Plan, as containing adequate information within the meaning of Section 1125 of the Bankruptcy Code, in form and substance reasonably acceptable to the Debtor, the Noteholder Group and the Exit Lenders, which order shall not contain any terms or

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conditions that are materially adverse to the rights or interests of the Exit Lenders and the arranger and administrative agent for the Exit Financing Facility, and their respective affiliates (as determined in good faith by the Exit Lender(s)) and such arranger unless such arranger and the Exit Lender(s);

(iii) the commitments for the Exit Financing Facility shall have been approved by the Bankruptcy Court and shall not have terminated provided, however, that if the Jefferies' note offering closes, the non-termination of the Bridge Loan Facility (as defined in the commitments for the Exit Financing Facility) shall no longer be a condition precedent to entry of the Confirmation Order; and

(iv) the funds required for the New Value contribution shall have been deposited into escrow subject to an escrow agreement in form either (i) reasonably acceptable to the Noteholder Group, Debtor and the Holders of the Debtor's Equity Interests or (ii) approved by Bankruptcy Court order after notice and a hearing.

Section V.G.b.vi. Section V.G.b.vi in the Original Disclosure Statement is replaced in its entirety to read:

(vi) Sufficient Cash (including in all events the New Value being contributed on the Effective Date) and other Assets shall be set aside, reserved and withheld by Debtor to make the Distributions required to be paid on the Effective Date or within sixty (60) days thereafter by the Bankruptcy Code and the Plan.

Section V.H.f. Section V.H.f in the Original Disclosure Statement is replaced in its entirety to read:

From and after the Effective Date, none of Debtor, Reorganized Ahern, the DIP Loan Agents, solely in their capacity as agents for the DIP Loan, the DIP Lenders, solely in their capacity as DIP Loan Lenders, the Majority Term Lenders, solely in their capacity as Term Lenders, the Committee, the Noteholder Group, solely in their capacity as the Holders of Second Lien Loan Claims and the Exit Lenders, solely in their capacity as Lenders, Arrangers and Administrative Agents, Collateral Agents, and Indenture Trustee in respect of the Exit Financing Facility nor any of their respective directors, officers, managers, employees, advisors, attorneys, professionals, or agents on and from the Petition Date forward, shall have or incur any liability to any Holder of a Claim or any other party-in-interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, affiliates, professionals, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of (from the Petition Date forward) the Chapter 11 Case, Reorganized Ahern, the pursuit of

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Confirmation of the Plan, the DIP Loan/Cash Collateral Order, the Majority Term Lender Cash Collateral Stipulation, or the substantial consummation of the Plan, including the issuance and Distribution of the Exit Financing Facility Documents and issuance of the New Equity, as provided for in the Plan or any orders of the Bankruptcy Court, except for gross negligence and willful misconduct, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan or in the context of the Chapter 11 Case. No Holder of a Claim, nor any other party-in-interest, including their respective agents, employees, representatives, financial advisors, attorneys, affiliates, professionals, or their successors and assigns, shall have any right of action against Debtor, Reorganized Ahern, the DIP Loan Agents, the DIP Lenders, the Majority Term Lenders, solely in their capacity as Term Lenders, the Committee, the Noteholder Group, solely in their capacity as the Holders of Second Lien Loan Claims and the Exit Lenders and the Arranger and Administrative Agent for the Exit Financing Facility, solely in their capacity as Lenders, Arrangers and Administrative Agents in respect of the Exit Financing Facility, nor or any of their respective present or former members, officers, directors, managers, employees, advisors, attorneys, professionals, or agents, relating to, or arising out of (from the Petition Date forward) the Chapter 11 Case, the pursuit of Confirmation of the Plan, the substantial consummation of the Plan, including the issuance and Distribution of the Exit Financing Facility Documents and issuance of the New Equity, as provided for in the Plan or any orders of the Bankruptcy Court, or the administration of the Plan, except for: (i) their willful misconduct and gross negligence; (ii) matters specifically contemplated by either the Plan or Reorganized Ahern; and (iii) any liability of an attorney to its client not subject to exculpation under the Bankruptcy Code.

Section VII.C.2.a. Section VII.C.2.a in the Original Disclosure Statement is replaced in its entirety to read:

> Pursuant to the Plan, each Holder of Allowed Second Lien Loan Claim will receive Cash and Contingent Value Rights. The receipt of Cash plus Contingent Value Rights in satisfaction of its Second Lien Loan Claim should be treated as a taxable exchange under IRC section 1001, and such Holder should recognize capital gain or loss (subject to the "market discount" rules discussed in Article VIII.B.8 below) equal to the difference between (x) the amount of Cash received in exchange for its Allowed Term Loan Claim and the fair market value of the Contingent Value Rights received by such Holder, and (y) the Holder's tax basis in its Second Lien Loan Claim. Any such capital gain or loss should be long-term capital gain or loss if such Holder has held its Second Lien Loan Claim for more than one year. To the extent that Cash received in the exchange is allocable to accrued interest that has not

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already been taken into income by the Holder of the Allowed Second Lien Loan Claim, the Holder may recognize ordinary interest income. (See Article VIII.B.7 below for a further discussion regarding such income). Additionally, to the extent that any of payment to any professionals received in exchange for the Second Lien Loan Claims is allocable to fees, such Holder may recognize ordinary income.

In connection with the Contingent Value Rights, such Holder's tax basis in the Contingent Value Rights should equal the fair market value of such Contingent Value Rights as of the Effective Date. The Contingent Value Rights are not expected to be treated as a security of Reorganized Ahern. In this case, although the right to receive payment related to the Contingent Value Right is not absolute, the Holder has an assignable and transferrable right. In such case, such Contingent Value Right is anticipated to have a fair market value which can be ascertained. At this point in time, the discussion in this Section assumes that the IRS will not assert a position contrary to the Debtor's position and assumes that no additional information will be obtained that may result in the Debtor treating the Contingent Value Rights in a manner contrary to what is stated above.

Section VII.C.9. Section VII.C.9 in the Original Disclosure Statement in its entirety with the word: "Reserved."

Section VII.C.10. Section VII.C.10 in the Original Disclosure Statement in its entirety with the word: "Reserved."

Section IX.A. Section IX.A in the Original Disclosure Statement is replaced in its entirety to read:

Pursuant to Section 1128(a) of the Bankruptcy Code, the Confirmation Hearing will commence on June 5, 2013, beginning at 9:30 a.m. (prevailing Pacific Time), before the Honorable Bruce T. Beesley, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Nevada, 300 Booth Street, Reno, Nevada 89509. Notice of the Confirmation Hearing will be provided to all known creditors, equity holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing.

Section IX.A is further modified by adding the following:

Objections, if any, to this Disclosure Statement Supplement or the Plan Amendment must be served and filed so that they are received on or before **May 30, 2013**, at **4:00 p.m.** Any such objection must be in writing, must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or Equity Interests held or asserted by the

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objector against the Debtor, the basis for the objection and the specific grounds of the objection, and must be filed with the Bankruptcy Court, with a copy to chambers, together with proof of service thereof, and served upon: (i) Ahern Rentals, Inc., 1401 Mineral Avenue, Las Vegas, NV 89106 (Attn: Howard L. Brown), Debtor; (ii) Gordon Silver, 3960 Howard Hughes Parkway, 9th Floor, Las Vegas, NV 89160 (Attn: Thomas H. Fell, Esq.), attorneys for the Debtor; (iii) DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Gregg M. Galardi, Esq.), attorneys for the Debtor; (iv) Office of the United States Trustee for the District of Nevada, C. Clifton Young Federal Building, 300 Booth Street, Room 3009, Reno, NV 89509 (Attn: William B. Cossitt, Esq., Trial Attorney); (v) Covington & Burling LLP, 1201 Pennsylvania Avenue, NW, Washington, DC 20004 (Attn: Michael St. Patrick Baxter, Esq.), attorneys for the Committee; (vi) Downey Brand LLP, 100 W. Liberty Street, Suite 900, Reno, NV 89501-1958 (Attn: Sallie B. Armstrong, Esq.), attorneys for the Committee; (vii) Kaye Scholer LLP, 425 Park Avenue, New York, NY 10022 (Attn: Marc. D. Rosenberg, Esq.), attorneys for the DIP Agent and First Lien Agent; (viii) Milbank, Tweed, Hadley & McCloy LLP, 601 South Figueroa Street, 30th Floor, Los Angeles, CA 90017 (Attn: Robert J. Moore, Esq.), attorneys for the Majority Term Lenders; (ix) Daniel S. Connolly, Esq. and Kurt A. Mayr, Esq., Goodwin Square, 225 Asylum Street, Suite 1400, Hartford, Connecticut 06103; and (x) such other parties as the Bankruptcy Court may order.

Section IX.M. Section IX.A is further modified by adding the following:

With respect to **only** those Holders of Second Lien Loan Claims that previously rejected the Debtor Plan, all votes to accept or reject the Debtor Plan, as amended by the Plan Amendment, must be cast by using the Ballot enclosed with this Disclosure Statement Supplement. IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE PROPERLY COMPLETED AS SET FORTH ABOVE AND IN ACCORDANCE WITH THE VOTING INSTRUCTIONS ON THE BALLOT AND RECEIVED NO LATER THAN JUNE 3, 2013, AT 4:00 P.M.

Plan Amendment. Attached hereto as **Exhibit "A"** is the Plan Amendment.

Plan Support Agreement. Attached hereto as **Exhibit "B"** is the Plan Support Agreement.

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Financial Projections. Attached hereto as **Exhibit "C"** are the Debtor's updated Financial Projections.

DATED this 24th day of May, 2013.

Ahern Rentals, Inc., a Nevada corporation

By: */s/ Howard Brown*

Its: Chief Financial Officer

PREPARED AND SUBMITTED BY:

GORDON SILVER

By: _____

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ATTACHMENT A

ATTACHMENT A

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Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

In re: AHERN RENTALS, INC., Debtor.	Case No.: BK-N-11-53860-BTB Chapter 11 **Confirmation Hearing:** **Date: June 5, 2013** **Time: 9:30 a.m.**

FIRST AMENDMENT TO DEBTOR'S SECOND AMENDED PLAN OF REORGANIZATION

Ahern Rentals, Inc. ("Debtor"),[1] a Nevada corporation, debtor and debtor-in-possession, by and through its attorneys, the law firms of Gordon Silver and DLA Piper LLP (US), hereby submits Debtor's *First Amendment to Debtor's Second Amended Plan of Reorganization* ("First

[1] Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the *Debtor's Second Amended Plan of Reorganization* [ECF No. 1796].

Amendment") which modifies *Debtor's Second Amended Plan of Reorganization* [ECF No. 1796] ("Original Plan," and together with the First Amendment, the "Amended Plan") as follows:

A new Section 1.1.0 is added to read:

> **1.1.0. ABL Exit Facility.** A senior secured first-priority asset based revolving credit facility in an aggregate principal amount of up to $325,000,000.

A new Section 1.1.17.5 is added to read:

> **1.1.17.5. Bridge Exit Loan Facility.** A senior secured bridge loan facility in an aggregate principal amount of $415,000,000.

A new Section 1.1.20.5 is added to read:

> **1.1.20.5. Change of Control.** Means (1) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than one or more Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended, except that such person shall be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the voting securities of Reorganized Ahern or its Surviving Person or more than 50% of the economics of the capital stock of Reorganized Ahern or its Surviving Person (for the purposes of this clause, such person shall be deemed to beneficially own any voting securities or capital stock of Reorganized Ahern or its Surviving Person held by an entity, if such person "beneficially owns" (as defined below), directly or indirectly, more than 50% of the voting power of the voting securities of such entity); (2) the Permitted Holders "beneficially own" (as defined in Rules 13d-3 and 13d-5), directly or indirectly, less than 50% of the total voting power of the Voting Securities of Reorganized Ahern or its Surviving Person or less than 50% of the economics of the capital stock of Reorganized Ahern or its Surviving Person; or (3) the sale, lease, transfer, conveyance or other disposition, in one or a series of transactions, of all or substantially all of the assets, properties or businesses (by value) of Reorganized Ahern, including pursuant to section 363 of the Bankruptcy Code or a plan of reorganization (including a sale of reorganized equity or capital stock pursuant to a plan of reorganization) under the Bankruptcy Code in any future bankruptcy filing of Reorganized Ahern. For purposes of this definition, "Surviving Person" means any Person formed by the consolidation of Reorganized Ahern or into which Reorganized Ahern is merged, or any Person that acquires by conveyance or transfer, or that leases, all or substantially all of the properties and assets of Reorganized Ahern substantially as an entirety.

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A new Section 1.1.29.3 is added to read:

> **1.1.29.3. Contingent Value Rights.** Those certain rights issued pursuant to a Contingent Value Rights Agreement entitling holders thereof to receive an additional Twenty-Five Million Dollars ($25.0 Million), in the aggregate, from Reorganized Ahern upon a Change of Control occurring on or before the CVR Expiration Date, which right shall be unsecured and unsubordinated claims against Reorganized Ahern. The terms and conditions of the Contingent Value Rights shall be provided in the Contingent Value Rights Agreement, which shall be attached to the Plan Supplement. The Contingent Value Rights shall be issued pursuant to an exemption from registration under the Securities Act of 1933, as amended, provided by Section 1145 of the Bankruptcy Code and shall be freely transferrable by the holders thereof.

A new Section 1.1.29.5 is added to read:

> **1.1.29.5. Contingent Value Rights Agreement.** An agreement to be executed by and between Reorganized Ahern and any Permitted Holders and the Noteholder Group providing for the unsecured and unsubordinated obligation of Reorganized Ahern to pay to the holders of the Contingent Value Rights an additional Twenty-Five Million Dollars ($25.0 Million), in the aggregate, upon a Change of Control occurring on or before the CVR Expiration Date.

A new Section 1.1.33.5 is added to read:

> **1.1.33.5. CVR Expiration Date.** Means the date that is two (2) years following the Effective Date; provided, however, that if Reorganized Ahern, any subsidiary of Reorganized Ahern and/or one or more of the Permitted Holders enter into a letter of intent, memorandum of understanding, term sheet or other written agreement prior to the date that is two (2) years following the Effective Date regarding a transaction or series of related transactions that would constitute a Change of Control upon the consummation of such transaction(s) and such transaction is subsequently consummated after the date that is two (2) years following the Effective Date, the CVR Expiration Date shall be extended to a date that is thirty (30) says after the date such transaction is consummated.

Section 1.1.58 in the Original Plan is replaced in its entirety to read:

> **1.1.57. Exit Financing.** (a) the ABL Exit Facility and (b) (i) the Notes Offering or (ii) if the Notes Offering is not consummated, the Bridge Loan Facility.

Section 1.1.60 in the Original Plan is replaced in its entirety to read:

> **1.1.60. Exit Financing Facility Documents.** The agreements and related documents and instruments evidencing the Exit Financing, to be reasonably necessary to satisfy the DIP Loan Claims and support other payments required

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to be made under the Plan.

Section 1.1.61 in the Original Plan is replaced in its entirety to read:

> **1.1.61. Exit Lenders.** The banks, financial institutions and other institutional investors party to the Exit Financing Facility Documents, including Jefferies Finance LLC or its designees and affiliates (including Jefferies LLC), Bank of America, N.A., Jefferies Finance LLC, Wells Fargo, N.A., and Regions Bank, and any administrative agent, indenture trustee, collateral agent or arranger, from time to time, each in their capacity as such.

Sections 1.1.73 through and including **1.1.88** in the Original Plan are each replaced in their entirety with the word: "Reserved."

A new Section 1.1.100.1 is added to read:

> **1.1.100.1. New Equity.** One hundred percent (100%) of the common shares of stock in Reorganized Ahern.

A new Section 1.1.100.3 is added to read:

> **1.1.100.3. New Value.** A cash contribution to be made by the Holders of Debtor's Equity Interests in the amount of $5.0 Million.

A new Section 1.1.100.5 is added to read:

> **1.1.100.5. Noteholder Group.** The Holders of Second Lien Loan Claims identified in the *Supplemental Verified Statement of the Second Lien Noteholder Group Pursuant to Bankruptcy Rule 2019* [Docket No. 1580], consisting of Del Mar Master Fund Ltd.; Feingold O'Keeffe Capital, LLC; Nomura Corporate Research & Asset Management, Inc.; Och-Ziff Capital Management Group; Sphere Capital, LLC – Series B; and Wazee Street Capital Management, LLC, and which hold, in the aggregate, at least eighty-five percent (85%) of the face amount of the Second Lien Loan Notes.

A new Section 1.1.100.7 is added to read:

> **1.1.100.7. Notes Indenture.** The indenture governing the senior secured notes issued by the Debtor and yielding gross proceeds of $415,000,000; provided, however, that if the Effective Date does not occur on or before June 27, 2013, the proceeds of the Notes Offering will be refunded as described in the paragraph 24 of the *Motion for Order: (i) Authorizing Debtor to Enter into a Commitment Letter, Fee Letter, and Engagement Letter to Obtain Exit Financing to Fund Debtor's Plan of Reorganization Pursuant To 11 U.S.C. §§ 105(a), 363(b), 364(b), 503(b)(1), and 507(a)(2); (ii) Waiving the 14-Day Stay Set Forth in Bankruptcy Rule 6004(h); and (iii) Granting Related Relief* [ECF No. 2036].

A new Section 1.1.100.9 is added to read:

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1.1.100.9. Notes Offering. The issuance and sale of senior secured notes under the Notes Indenture.

A new Section 1.1.103.5 is added to read:

1.1.103.5. Permitted Holders. Means (i) Don F. Ahern, John Paul Ahern, Jr. and Evan B. Ahern and (ii) any Related Party thereof. For purposes of this definition, "Related Party" means, with respect to a Permitted Holder, (i) such Permitted Holder's spouse and lineal descendants, (ii) DFA Separate Property Trust, the Ahern Family Trust dated May 19, 2003 and any other trust (each, a "Permitted Trust"), in each case the beneficiaries of which, or any corporation, limited liability company or partnership, in each case, the stockholders, members or general or limited partners of which, include only such Permitted Holder and such Permitted Holder's spouse and lineal descendants, or (iii) a trustee of a Permitted Trust or an executor of such Permitted Holder's estate.

Section 1.1.108 in the Original Plan is replaced in its entirety to read:

1.1.108. Plan Supplement. The compilation of documents, including any exhibits to the Plan not included herewith, to be filed with the Bankruptcy Court on or before May 24, 2013.

Section 1.1.119 in the Original Plan is replaced in its entirety to read:

1.1.119. Released Party. Collectively: (i) Debtor; (ii) Debtor's officers, directors, employees, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, professionals, and representatives solely in their capacity as such, serving on the Petition Date or on the Effective Date; (iii) the DIP Loan Agents, solely in their capacity as DIP Loan Agents with regard to the DIP Loan, and the DIP Lenders, solely in their capacity as DIP Lenders; (iv) the Committee and its members; (v) the Majority Term Lenders, solely in their capacity as Term Lenders; (vi) the Noteholder Group, solely in their capacity as Holders of Second Lien Loan Claims, and the Second Lien Loan Agents; and (vii) the Exit Lenders, solely in their capacity as lenders, administrative agents, collateral agents and indenture trustee in respect of the Exit Financing Facility; and each of their respective officers, directors, employees, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, Professionals, and representatives solely in their capacity as such.

Section 1.1.123 in the Original Plan is replaced in its entirety to read:

1.1.123. Reorganized Ahern Articles of Incorporation. The articles of incorporation of Reorganized Ahern in effect under the laws of the State of Nevada, substantially in the form annexed to the Plan Supplement.

Section 1.1.133 in the Original Plan is replaced in its entirety to read:

1.1.133. Second Lien Loan Claims. Any and all Claims arising under, or

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related to, the Second Lien Loan Notes and the Second Lien Loan.

Section 1.1.150 in the Original Plan is replaced in its entirety to read:

> **1.1.150. Voting Deadline.** Means: (i) May 13, 2013 as the deadline provided for in the order approving the Disclosure Statement for the receipt of Ballots voting to accept or reject the Plan; or (ii) June 3, 2013 as the deadline approved by the Bankruptcy Court for the receipt of changed votes from Holders of Second Lien Loan Claims who previously voted to reject the Plan.

Section 3.4.2(b) in the Original Plan is replaced in its entirety to read:

> **3.4.2. (b)** *Treatment:* The Second Lien Loan Claims (including as set forth in the proof of Claim filed by the Second Lien Indenture Trustee) are Allowed Claims, not subject to offset, defense, counterclaim, reduction, or credit of any kind whatsoever. On the Effective Date each Holder of any Allowed Second Lien Loan Claims shall receive, in full satisfaction, settlement, release and discharge of and in exchange for such Holder's Allowed Second Lien Loan Claim, such Holder's Pro Rata share of (i) Cash in the amount of $268 Million and (ii) the Contingent Value Rights. In addition, on the Effective Date, the Noteholder Group, in care of its counsel Bracewell & Giuliani LLP, shall be paid $10.0 Million in Cash in full satisfaction, settlement, release and discharge of the Noteholder Group's claims for reimbursement for out-of-pocket fees and costs, including attorney and other reorganization professional fees, costs, and other expenses, and including substantial contribution claims pursuant to Section 503(b) of the Bankruptcy Code.
>
> The Notes Indenture and the Bridge Exit Loan Facility will treat any payment to the holders of the Second Lien Loan Claims pursuant to the Contingent Value Rights as a restricted payment (and therefore restricted under the Notes Indenture and Bridge Exit Loan Facility unless Reorganized Ahern earns sufficient net income to generate enough restricted payment capacity in the future to make the payment). However, the Notes Indenture and the Bridge Exit Loan Facility will also include a carve out to this restriction if Reorganized Ahern has first made an offer to repurchase the notes and/or bridge loans under the Notes Indenture and the Bridge Exit Loan Facility (and repurchased any such notes or bridge loans validly tendered) pursuant to the change of control offer provisions contained in the Notes Indenture and the Bridge Exit Loan Facility. Therefore, in the event Reorganized Ahern and/or holders of Equity Interests decide to undertake a transaction or series of transactions that results in a Change of Control under the Contingent Value Rights Agreement, Reorganized Ahern may be restricted from making the payment thereunder pursuant to the terms of the Notes Indenture or Bridge Exit Loan Facility. Any payment in contravention of the terms of the Notes Indenture or Bridge Exit Loan Facility would result in an event of default under the notes and bridge loans issued thereunder.
>
> The Holders of Second Lien Loan Claims are Impaired under the Plan

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and are entitled to vote to accept or reject the Plan.

Section 3.4.9(b) in the Original Plan is replaced in its entirety to read:

> **3.4.9. (b)** *Treatment*: Unless the Holder of an Allowed Equity Interest and the Debtor agree to a different treatment, the legal, equitable, contractual and ownership rights of the Holders of Allowed Equity Interests are unaltered by the Plan. Upon the Effective Date, the Holders of Allowed Equity Interests shall retain their Equity Interests.
>
> The Holders of Equity Interests are Unimpaired under the Plan and are not entitled to vote to accept or reject the Plan.

Section 3.6 in the Original Plan is replaced in its entirety to read:

> **3.6. Postpetition Interest.** In accordance with Section 502(b)(2) of the Bankruptcy Code, the amount of all Claims against the Debtor shall be calculated as of the Petition Date. Except as otherwise explicitly provided herein, in the DIP Loan/Cash Collateral Order, the Majority Term Lender Cash Collateral Stipulation, in an order of the Bankruptcy Court or in a section of the Bankruptcy Code, no Holder of a Claim shall be entitled to or receive interest accruing from the Petition Date through the Effective Date. Term Loan Claims shall receive such interest as set forth in the DIP Loan/Cash Collateral Order and the Majority Term Lender Cash Collateral Stipulation. Second Lien Loan Claims would be entitled to receive interest accruing at the contract rate from the Petition Date through the Effective Date, however, as a settlement and compromise of the Second Lien Loan Claims in exchange for the recoveries proposed in **Section 3.4.2(b)**, Holders of Second Lien Loan Claims shall be deemed to have waived such postpetition interest if their Class votes to accept the Debtor Plan. Personal Injury Claims and General Unsecured Claims that are Allowed shall receive interest accruing from the Petition Date through the Effective Date at the Federal Judgment Rate. As of February 22, 2013 the Federal Judgment Rate was 0.17%. Subsequent to the Effective Date, all Allowed Claims will accrue interest at the rates set forth in the Debtor Plan until such Claims receive the full amount of the payments that they are entitled to receive under the Debtor Plan.

Section 4.1 in the Original Plan is replaced in its entirety to read:

> **4.1. Plan Funding.** Cash payments under the Plan shall be funded by Cash on hand, borrowings under the Exit Financing Facility and the New Value.

Section 4.5 in the Original Plan is replaced in its entirety to read:

> **4.5. New Financing.** On the Effective Date, the Exit Financing Facility, together with new promissory notes and guarantees evidencing the obligations of Reorganized Ahern thereunder, and all other documents, instruments, mortgages, and agreements to be entered into, delivered, or confirmed thereunder on the Effective Date, shall become effective. To the extent the

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Notes Offering is consummated prior to the Effective Date, on the Effective Date Reorganized Ahern shall assume the obligations under the Notes Indenture and related Exit Financing Facility Documents. The obligations incurred by Reorganized Ahern pursuant to the Exit Financing Facility and related documents shall be paid as set forth in the Exit Financing Facility Documents. The Alternative Transaction Fee (as defined in that certain fee letter dated May 17, 2013, by and between the Debtor and Jefferies Finance LLC and pertaining to the commitment for Exit Financing) shall be a binding obligation of the Reorganized Debtor. One or more commitment letter(s) or term sheet(s) with respect to the Exit Financing Facility shall be attached to the Plan Supplement as **Exhibit D**.

Section 4.6.2 in the Original Plan is replaced in its entirety to read:

4.6.2. The Holders of Debtor's Equity Interests shall contribute the New Value to the Debtor on the Effective Date, subject to satisfaction of all other Effective Date conditions, in immediately available funds to effectuate the Plan.

Section 4.6.3 through and including **4.6.4** in the Original Plan are each replaced in their entirety with the word: "Reserved."

Section 4.9 in the Original Plan is replaced in its entirety to read:

4.9. No Corporate Action Required. As of the Effective Date: (i) the adoption, execution, delivery and implementation or assignment of all contracts, leases, instruments, releases and other agreements related to or contemplated by the Plan; and (ii) the other matters provided for under or in furtherance of the Plan involving corporate action to be taken by or required of Debtor, shall be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without further order of the Bankruptcy Court or any requirement of further action by Reorganized Ahern's Board of Directors or officers of Debtor. In particular, the adoption of the Reorganized Ahern Organizational Documents, the selection of directors and officers of Debtor or Reorganized Ahern, and all other actions contemplated by or described in the Plan with respect thereto, shall be authorized and approved and be binding and in full force and effect in all respects (subject to the provisions of the Plan and the Confirmation Order), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule (other than filing such organizational documents with the applicable governmental unit as required by applicable law) or the vote, consent, authorization, or approval of any Person. Notwithstanding the forgoing, Reorganized Ahern shall take all action required to effectuate the Exit Financing Facility Documents, the Contingent Value Rights Agreement, and any other action required to implement the Plan.

Section 6.1 in the Original Plan is replaced in its entirety to read:

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6.1. Distributions. Except as otherwise explicitly provided for in the Plan, the Disbursing Agent shall be responsible for making Distributions described in the Plan. Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for Reorganized Ahern to make payments pursuant to the Plan shall be obtained from existing Cash balances, earnings from the operations of Reorganized Ahern after the Effective Date, borrowings under the Exit Financing Facility and the New Value.

Section 8.1 in the Original Plan is replaced in its entirety to read:

8.1. Conditions to Confirmation. The conditions precedent to entry of the Confirmation Order are:

8.1.1. The Confirmation Order shall be in form and substance acceptable to Debtor; and the DIP Loan Agents, the Noteholder Group and the Exit Lenders, and shall not contain any terms or conditions that are materially adverse to the rights or interests of the Exit Lenders, and their respective affiliates (as determined in good faith by the Exit Lender(s)) and such arranger unless such arranger and the Exit Lender(s) have so consented in writing;

8.1.2. The Bankruptcy Court shall have entered an order, which shall not be subject to any stay or subject to an unresolved request for revocation under Section 1144 of the Bankruptcy Code, approving the Disclosure Statement and solicitation procedures with respect to the Plan, as containing adequate information within the meaning of Section 1125 of the Bankruptcy Code, in form and substance reasonably acceptable to the Debtor, the Noteholder Group and the Exit Lenders, which order shall not contain any terms or conditions that are materially adverse to the rights or interests of the Exit Lenders, and their respective affiliates (as determined in good faith by the Exit Lender(s)) and such arranger unless such arranger and the Exit Lender(s) have so consented in writing;

8.1.3. The commitments for the Exit Financing Facility shall have been approved by the Bankruptcy Court and shall not have terminated provided, however, that if the Note Offering is consummated, the non-termination of the Bridge Loan Facility (as defined in the commitments for the Exit Financing Facility) shall no longer be a condition precedent to entry of the Confirmation Order; and

8.1.4 The funds required for the New Value contribution shall have been deposited into escrow subject to an escrow agreement in form either (i) reasonably acceptable to the Noteholder Group, Debtor and the Holders of the Debtor's Equity Interests or (ii) approved by Bankruptcy Court order after notice and a hearing.

Section 8.2.6 in the Original Plan is replaced in its entirety to read:

8.2.6. Sufficient Cash (including in all events the New Value being

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contributed on the Effective Date) and other Assets shall be set aside, reserved and withheld by Debtor to make the Distributions required to be paid on the Effective Date or within sixty (60) days thereafter by the Bankruptcy Code and the Plan.

Section 9.8 in the Original Plan is replaced in its entirety to read:

9.8. Exculpation. FROM AND AFTER THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED AHERN, THE DIP LOAN AGENTS, SOLELY IN THEIR CAPACITY AS AGENTS **FOR THE DIP LOAN, THE DIP LENDERS, SOLELY IN THEIR CAPACITY AS DIP LOAN LENDERS, THE MAJORITY TERM LENDERS, SOLELY IN THEIR CAPACITY AS TERM LENDERS, THE COMMITTEE, THE NOTEHOLDER GROUP, SOLELY IN THEIR CAPACITY AS THE HOLDERS OF SECOND LIEN LOAN CLAIMS AND THE EXIT LENDERS, SOLELY IN THEIR CAPACITY AS LENDERS, ARRANGERS, ADMINISTRATIVE AGENTS, COLLATERAL AGENTS, AND INDENTURE TRUSTEES IN RESPECT OF THE EXIT FINANCING FACILITY NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, ADVISORS, ATTORNEYS, PROFESSIONALS, OR AGENTS ON AND FROM THE PETITION DATE FORWARD, SHALL HAVE OR INCUR ANY LIABILITY TO ANY HOLDER OF A CLAIM OR ANY OTHER PARTY-IN-INTEREST, OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, FINANCIAL ADVISORS, ATTORNEYS, AFFILIATES, PROFESSIONALS, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF (FROM THE PETITION DATE FORWARD) THE CHAPTER 11 CASE, REORGANIZED AHERN, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DIP LOAN/CASH COLLATERAL ORDER, THE MAJORITY TERM LENDER CASH COLLATERAL STIPULATION, OR THE SUBSTANTIAL CONSUMMATION OF THE PLAN, INCLUDING THE ISSUANCE AND DISTRIBUTION OF THE EXIT FINANCING FACILITY DOCUMENTS AND ISSUANCE OF THE NEW EQUITY, AS PROVIDED FOR IN THE PLAN OR ANY ORDERS OF THE BANKRUPTCY COURT, EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, AND IN ALL RESPECTS SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN OR IN THE CONTEXT OF THE CHAPTER 11 CASE. NO HOLDER OF A CLAIM, NOR ANY OTHER PARTY-IN-INTEREST, INCLUDING THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, FINANCIAL ADVISORS, ATTORNEYS, AFFILIATES, PROFESSIONALS, OR THEIR SUCCESSORS AND ASSIGNS, SHALL HAVE ANY RIGHT OF ACTION AGAINST DEBTOR, REORGANIZED AHERN, THE DIP**

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LOAN AGENTS, THE DIP LENDERS, THE MAJORITY TERM LENDERS, SOLELY IN THEIR CAPACITY AS TERM LENDERS, THE COMMITTEE, THE NOTEHOLDER GROUP, SOLELY IN THEIR CAPACITY AS THE HOLDERS OF SECOND LIEN LOAN CLAIMS AND THE EXIT LENDERS AND THE ARRANGER AND ADMINISTRATIVE AGENT FOR THE EXIT FINANCING FACILITY, SOLELY IN THEIR CAPACITY AS LENDERS, ARRANGERS AND ADMINISTRATIVE AGENTS IN RESPECT OF THE EXIT FINANCING FACILITY, NOR OR ANY OF THEIR RESPECTIVE PRESENT OR FORMER MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, ADVISORS, ATTORNEYS, PROFESSIONALS, OR AGENTS, RELATING TO, OR ARISING OUT OF (FROM THE PETITION DATE FORWARD) THE CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE SUBSTANTIAL CONSUMMATION OF THE PLAN, INCLUDING THE ISSUANCE AND DISTRIBUTION OF THE EXIT FINANCING FACILITY DOCUMENTS AND ISSUANCE OF THE NEW EQUITY, AS PROVIDED FOR IN THE PLAN OR ANY ORDERS OF THE BANKRUPTCY COURT, OR THE ADMINISTRATION OF THE PLAN, EXCEPT FOR: (I) THEIR WILLFUL MISCONDUCT AND GROSS NEGLIGENCE; (II) MATTERS SPECIFICALLY CONTEMPLATED BY EITHER THE PLAN OR REORGANIZED AHERN; AND (III) ANY LIABILITY OF AN ATTORNEY TO ITS CLIENT NOT SUBJECT TO EXCULPATION UNDER THE BANKRUPTCY CODE.

Section 12.8 in the Original Plan is replaced in its entirety to read:

12.8. Plan Supplement. The Plan Supplement shall be filed with the Bankruptcy Court no later than May 24, 2013, and any additional Plan Supplement documents shall be filed before the Effective Date as amendments to the Plan Supplement. Any document included in the Plan Supplement (and amendments thereto) filed by the Debtor shall be deemed an integral part of the Plan and shall be incorporated by reference as if fully set forth herein. To the extent any exhibit or schedule to the Plan is inconsistent with the terms of the Plan, the Plan shall control.

DATED this 24th day of May, 2013.

Ahern Rentals, Inc., a Nevada corporation

By: */s/ Howard Brown*

Its: Chief Financial Officer

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PREPARED AND SUBMITTED BY:

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Attorneys for Debtor

ATTACHMENT B

ATTACHMENT B

PLAN SUPPORT AGREEMENT

This PLAN SUPPORT AGREEMENT (the "**Agreement**"), dated as of May 24, 2013, is entered into by and among Ahern Rentals, Inc. (the "**Debtor**" or the "**Company**") and each of the signatory institutions hereto (each an "**Institution**" and collectively, the "**Noteholder Group**"), which Institutions collectively hold approximately 90% of the 9¼% Senior Secured Notes Due 2013 (the "**Second Lien Notes**") issued by the Debtor pursuant to that certain Indenture, dated August 8, 2005, as amended by the First Supplemental Indenture dated December 23, 2009, among the Debtor, as borrower, U.S. Bank, National Association, as successor trustee and collateral trustee (in each such capacity, the "**Second Lien Indenture Trustee**"), and the holders of Second Lien Notes, as party thereto, on behalf of at least 31 beneficial holders of Second Lien Notes. The Debtor and the Noteholder Group are referred to herein as the "**Parties**" and each individually as a "**Party**."

RECITALS

WHEREAS, the Parties and their respective advisors have engaged in negotiations with the objective of reaching an agreement with regard to a financial restructuring of the Debtor, including with respect to the outstanding Second Lien Notes;

WHEREAS, on March 11, 2013, the Debtor filed the *Debtor's Second Amended Plan of Reorganization* (the "**Original Plan**")[1] and related disclosure statement in the Debtor's chapter 11 case pending before the Honorable Bruce T. Beesley in the United States Bankruptcy Court for the District of Nevada (the "**Bankruptcy Court**"), case number 11-53860 (the "**Chapter 11 Case**");

WHEREAS, on March 11, 2013, the Noteholder Group filed the *Second Amended Plan of Reorganization for Ahern Rentals, Inc. Proposed by Certain Holders of the 9¼% Senior Secured Second Lien Notes Due 2013* (the "**Noteholder Plan**") and related disclosure statement in the Chapter 11 Case;

WHEREAS, the Noteholder Group has represented to the Debtor that it cast at least 31 votes rejecting the Original Plan as received by the Balloting Agent (the "**Rejecting Votes**");

WHEREAS, subject to the terms and conditions of this Agreement, the Parties have agreed to facilitate confirmation and consummation of an amended chapter 11 plan (the "**Amended Debtor Plan**") and the transactions described therein through agreement upon principal components of the Amended Debtor Plan as set forth in Exhibit A attached hereto (the "**Amended Plan Language**");

WHEREAS, the Debtor will supplement the *Disclosure Statement to Accompany Debtor's Second Amended Plan of Reorganization*, as set forth in Exhibit B attached hereto (the "**Supplemental Disclosure**"), and provide a copy of the Supplemental Disclosure to the Noteholder Group and other Holders of Second Lien Loan Claims as ordered by the Bankruptcy Court in connection with the Noteholder Group's change in vote on the Amended Debtor Plan pursuant to the terms and conditions of this Agreement; and

WHEREAS, in expressing their support for this Agreement and the Amended Debtor Plan (pursuant to the terms and conditions of this Agreement and Exhibit A), the Parties do not desire and do not intend in any way to derogate or diminish the solicitation requirements of applicable securities or bankruptcy law or the respective fiduciary, statutory, or other duties of the Parties;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals and Exhibits. The Recitals set forth above and the exhibits attached hereto are incorporated herein and form an integrated part of this Agreement.

2. Effectiveness of Agreement. Subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code and entry of an order by the Bankruptcy Court approving this Agreement, upon the execution of this Agreement by the Parties, this Agreement will constitute a legally binding and enforceable agreement of the Parties, effective as of the date first written above, subject to the conditions contained in Section 6 hereof.

3. Agreement. Subject to the provisions of Section 6 below, the Parties agree to all terms set forth on Exhibit A and such terms shall be incorporated into the Amended Debtor Plan. Any amendments, changes or modifications to the Amended Debtor Plan beyond those set forth in Exhibit A or inconsistent with Exhibit A shall require the express consent in writing by the Parties hereto.

4. Restructuring Support.

a. Until such time as this Agreement has been terminated in accordance with its terms, each Institution covenants and agrees to:

(i) Support acceptance, implementation, confirmation, and effectiveness of the Amended Debtor Plan including voting all Second Lien Notes that it holds (and any other claims that it holds against the Debtor) in favor of the Amended Debtor Plan by delivering its duly executed and timely completed ballot or ballots accepting the Amended Debtor Plan to the voting agent for the Amended Debtor Plan, or instructing and causing its nominee and the Second Lien Indenture Trustee[1] (which may be by email or facsimile) to take commercially reasonable best efforts necessary to cause the Rejecting Votes to be changed to votes accepting the Amended Debtor Plan, and it shall not withdraw or change such vote(s);

(ii) Not (A) object to, delay, or take any other action to interfere, directly or indirectly, in any material respect with acceptance or implementation of the Amended Debtor Plan, so long as the Amended Debtor Plan contains terms

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Amended Debtor Plan.

and conditions effectuating the restructuring of the Debtor's business that substantially conform in all respects to this Agreement and the Amended Debtor Plan, (B) encourage any person to do any of the foregoing, (C) directly or indirectly seek, solicit, propose, file, support, encourage, or vote for any chapter 11 plan of reorganization other than the Amended Debtor Plan, or (D) take any other action, including but not limited to, initiating any legal proceeding, that is materially inconsistent with, or that would prevent or delay in any material respect consummation of, the restructuring of the Debtor's business;

(iii) Use commercially reasonable efforts to (A) support and complete the restructuring of the Debtor's business, (B) do all things reasonably necessary and appropriate in furtherance thereof including, without limitation, taking all steps necessary and desirable to obtain orders of the Bankruptcy Court confirming the Amended Debtor Plan as expeditiously as possible under the Bankruptcy Code and other applicable law, and (C) in the case of any Institution which requires regulatory and/or third-party approvals to effectuate the restructuring of the Debtor's business, obtain any and all such required regulatory and/or third-party approvals;

(iv) Give instructions to the Second Lien Indenture Trustee, if and when reasonably appropriate, to (A) take action consistent with this Agreement or the restructuring of the Debtor's business or (B) desist from taking action that is inconsistent in any material respect with this Agreement or the restructuring of the Debtor's business; and

(v) The Noteholder Group covenants and agrees to cease prosecution (but not withdraw) of the Noteholder Plan pending confirmation of the Amended Debtor Plan.

5. Information and Cooperation. The Debtor and the Noteholder Group shall each seek confirmation of the Amended Debtor Plan (as contemplated hereby) and shall reasonably cooperate and consult with one another with regard to confirmation and consummation of the Amended Debtor Plan and the transactions contemplated by this Agreement, including by providing one another with prompt information regarding any event, occurrence, development or action regarding the Amended Debtor Plan, the exit financing for the Amended Debtor Plan, the Equity Contribution (as defined in Exhibit A) and all other transactions related to the forgoing. The Debtor and the Noteholder Group shall provide one another with drafts of all motions, applications, declarations, documents, plan supplements and pleadings relating to the Amended Debtor Plan and the exit financing and other transactions related to the Amended Debtor Plan no later than two days before the execution or filing of any such document with the Bankruptcy Court (provided that in exigent circumstances in which it is not feasible to comply with such two day notice period, the Debtor and the Noteholder Group shall use commercially reasonable efforts to provide such document(s) to one another as early as practicable in advance of filing, whenever possible).

6. Termination.

a. Termination Events. This Agreement and the obligations of the Parties hereunder will terminate upon the occurrence of any of the following events (the "**Termination Events**") unless the Institutions holding in the aggregate sixty-six and two-thirds percent (66.66%) of the total amount of the Second Lien Notes held by the Noteholder Group (the "**Requisite Institutions**") agree in writing to waive or modify a Termination Event no later than two (2) business days after knowledge of the occurrence of a Termination Event; provided that (a) if any Institution owns or controls sixty-six and two-thirds percent (66.66%) of the total Second Lien Notes held by the Institutions, then the definition of Requisite Institutions shall also require the consent of at least two Institutions, and (b) the consent of all Institutions shall be required to waive or modify the Termination Events provided in Section 6(a)(v), 6(a)(vi), 6(a)(xi), 6(a)(ix) and 6(a)(xii):

(i) The Exit Financing Facility is not funded on or before July 19, 2013;

(ii) The termination of any commitment letter relating to the Exit Financing Facility other than the Bridge Loan Facility (as defined in the commitments for the Exit Financing Facility) if the Jefferies' note offering closes;

(iii) Any material modification, change or amendment is made to any of the commitment letters and related documents (including but not limited to the fee letters, syndication letters and engagement letters) that have been filed with the Bankruptcy Court (under the seal or otherwise) for the Exit Financing Facility

(iv) The Parties shall not have agreed to the final form of the Contingent Value Right Agreement referred to in Exhibit A in form and substance satisfactory to the Noteholder Group and the Debtor in their sole discretion on or before May 24, 2013;

(v) Any material modification, change or amendment is made to the Amended Debtor Plan (other than those set forth in Exhibit A) and the Plan Supplement without the prior written consent of the Noteholder Group;

(vi) The withdrawal of the Amended Debtor Plan or the announced intention by the Debtor to withdraw the Amended Debtor Plan or pursue an alternative plan of reorganization or sale of the Company or its assets or business;

(vii) The failure to fund an escrow account (the "**Escrow**") with all amounts required by the Exit Financing Facility commitments for the Equity Contribution on or before May 24, 2013 pursuant to an escrow agreement in form and substance satisfactory to the Noteholder Group;

(viii) The failure by the Debtor to cure any breach of its obligations under this Agreement within two (2) business days following written notice from any Institution;

(ix) The entry of an order (in form and substance reasonably acceptable to the Noteholder Group) by the Bankruptcy Court confirming the Amended Debtor Plan pursuant to section 1129 of the Bankruptcy Code shall not have occurred on or before June 14, 2013, or such later date to which the Parties have consented in writing; provided, however, that, the Noteholder Group's approval of the order shall not be unreasonably withheld;

(x) The Effective Date of the Amended Debtor Plan shall not have occurred on or before July 19, 2013, or such later date to which the Parties have consented in writing;

(xi) The entry of an order by the Bankruptcy Court converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code; or

(xii) The entry of an order by the Bankruptcy Court appointing an examiner with enlarged powers relating to the operation of the material part of the Debtor's business, taken as a whole (i.e., powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code, or the entry of an order by the Bankruptcy Court appointing a trustee under section 1104 of the Bankruptcy Code in the Chapter 11 Case.

b. Expiration of Term. If not previously terminated in accordance with the provisions hereof, this Agreement shall terminate and expire upon the Effective Date of the Amended Debtor Plan.

c. Effect of Termination. If this Agreement is terminated or otherwise expires in accordance with its terms, no Party shall have any further obligation or liability hereunder; provided, however, that no Party shall be relieved of any liability for damages resulting from its breach of any representation, warranty, covenant or obligation hereunder that occurred prior to the termination or expiration of this Agreement.

7. Representations and Warranties.

a. The Debtor and each Institution hereby represents and warrants (severally and not jointly), that the following statements, as applicable to it, are true, correct, and complete as of the date hereof:

(i) It is a corporation, trust, partnership, or limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. It has all requisite corporate, partnership, or limited liability company, as applicable, power and authority to execute and deliver this Agreement and has duly executed and delivered this Agreement;

(ii) It has reviewed and considered in connection with the transactions described herein Exhibit A and Exhibit B;

(iii) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary corporate, partnership or limited liability company action on its part, and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated hereby;

(iv) This Agreement is a legally valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability (whether enforcement is sought by proceedings in equity or at law);

(v) To its knowledge, the execution, delivery and performance by it of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state, foreign or other governmental authority or regulatory body;

(vi) No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would reasonably be expected to adversely affect, in any material respect, its ability to enter into this Agreement or perform its obligations hereunder; and

(vii) The execution, delivery and performance by it of this Agreement does not and shall not (A) violate any provision of law, rule or regulation applicable to it or its certificate of incorporation or bylaws or other organizational documents or (B) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party.

b. Each Institution hereby represents and warrants (severally and not jointly), that the following statements, as applicable to it, are true, correct, and complete as of the date hereof:

(i) It is (A) the sole beneficial owner and/or the investment advisor or manager for the beneficial owners of the Second Lien Notes as set forth on its signature page attached hereto, having the power to vote and dispose of such Second Lien Notes on behalf of such beneficial owners and (B) entitled (for its own account or for the account of other persons claiming through it) to all of the rights and economic benefits of such Second Lien Notes;

(ii) It has made no prior assignment, sale, participation, grant, conveyance, or other transfer of, and has not entered into any other agreement to assign, sell, participate, grant, or otherwise transfer, in whole or in part, any

portion of its right, title, or interests in the Second Lien Notes that are subject to this Agreement; and

(iii) It is (A) a sophisticated investor with respect to the transactions described herein with sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of owning and investing in any securities that may be issued in connection with the Chapter 11 Case, making an informed decision with respect thereto, and evaluating properly the terms and conditions of this Agreement, and it has made its own analysis and decision to enter in this Agreement and (B) either a "qualified institutional buyer" or an "accredited investor", each within the meaning of Rule 501 of the Securities Act of 1933, as amended.

8. Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. By its execution and delivery of this Agreement, each Party hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in New York State court or the United States District Court for the Southern District of New York, and irrevocably accepts and submits itself to the nonexclusive jurisdiction of such court, generally and unconditionally, and waives any objection it may have to venue or the convenience of the forum.

9. Specific Performance. Each Party hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other Party to sustain damages for which the Party would not have an adequate remedy at law for money damages, and therefore each Party hereto agrees that in the event of any such breach, the other Party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which such Party may be entitled, at law or in equity.

10. Reservation of Rights. If the transactions contemplated by this Agreement and the Amended Debtor Plan are not consummated as provided herein, or if this Agreement is terminated for any reason, the Parties each fully reserve any and all of their respective rights, remedies, and interests, including the Noteholder Group's right to proceed with prosecution of the Noteholder Plan. If this Agreement terminates after the Institutions have changed their votes as contemplated hereunder, the change of such votes shall be null and void and the Institution's votes shall be returned to their status before this Agreement.

11. Successor and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives, other than a trustee or similar representative appointed in a bankruptcy case. If the Institutions, or any of them, sell, hypothecate, transfer or assign any claim against the Debtor, then such Institution(s) shall simultaneously with such sale, hypothecation, transfer or

assignment deliver to the Debtor an agreement (in the form attached hereto as Exhibit C) executed by the counterparty to such sale, hypothecation, transfer or assignment whereby it agrees to be bound to every term of this Agreement.

12. Notice. All notices hereunder shall be deemed given if in writing and delivered, if sent by telecopy, electronic mail, courier or registered or certified mail (return receipt requested) to the following addresses and telecopier numbers (or at such other addresses or telecopier numbers as shall be specified by like notice):

a. if to the Debtor, to:

Ahern Rentals, Inc.
Attn: Howard Brown, Chief Financial Officer
1401 Mineral Avenue
Las Vegas, NV 89106-4342
Fax: (702) 367-7652
Email: howardb@ahern.com

with copies to:

DLA Piper LLP (US)
Attn: Gregg M. Galardi, Esq.
1251 Avenue of the Americas
New York, NY 10020
Fax: (212) 884-8540
Email: gregg.galardi@dlapiper.com

-And-

GORDON SILVER
Attn: William M. Noall, Esq.
3960 Howard Hughes Pkwy, 9th Floor
Las Vegas, NV 89109
Fax: (702) 369-2666
Email: wnoall@gordonsilver.com

b. if to the Noteholder Group, to:

BRACEWELL & GIULIANI LLP
Attn: Kurt A. Mayr, Esq.
Goodwin Square
225 Asylum Street, Suite 2600
Hartford, Connecticut 06103
Fax: (860)246-3201
Email: kurt.mayr@bgllp.com

Attn: Daniel S. Connolly, Esq.
1251 Avenue of the Americas, 49th Fl.
New York, New York 10020
Fax: (212)508-6101
Email: Daniel.connolly@bgllp.com

A notice shall be deemed to have been given (i) in the case of hand delivery, at the time of delivery; (ii) in the case of registered or certified mail, when delivered or the first attempted delivery on a business day; (iii) in the case of overnight courier, upon the first attempted delivery on a business day; (iv) in the case of a telecopy transmission, on the date sent, as confirmed by written confirmation of receipt; or (v) in the case of email, on the date sent.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14. No Third-Party Beneficiaries. Unless otherwise expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other person shall be a third-party beneficiary hereof.

15. Representation by Counsel. Each Party acknowledges that it has received adequate information to enter into this Agreement and that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party shall have no application and is expressly waived.

16. Construction; Consideration. This Agreement shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length and be interpreted without favor to any Party. The Parties hereby acknowledge that no consideration, other than that specifically described herein and in the Amended Debtor Plan shall be due or paid to any of the Parties for their agreement to support confirmation of the Amended Debtor Plan in accordance with the terms and conditions of this Agreement, other than the Parties' agreement to use commercially reasonable efforts to seek confirmation of and timely to consummate the Amended Debtor Plan in accordance with the terms and conditions of the Amended Debtor Plan.

17. Further Assurances. Each Party agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Party may reasonably request, in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

18. Headings. The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.

19. Several Obligations. All covenants and other obligations of the Parties are several and not joint.

20. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Institution.

21. Agreement Not a Plan. This Agreement does not constitute a plan of reorganization or confirmation thereof under the Bankruptcy Code. The Amended Debtor Plan will not become effective unless and until the Bankruptcy Court enters a Confirmation Order and the Amended Debtor Plan becomes effective in accordance with its terms.

22. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior negotiations, agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

23. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Parties listed below has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

AHERN RENTALS, INC.

By: _____
Name: Howard Brown
Title: Chief Financial Officer

IN WITNESS WHEREOF, each of the Institutions listed below has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

INSTITUTION:

Del Mar Master Fund Ltd.

By: _____
Name: DAVID W. Freelore
Title: Managing Member
Principal Amount Held: $32,915,000

IN WITNESS WHEREOF, each of the Institutions listed below has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

INSTITUTION:

Feingold O'Keeffe Capital, LLC

By: _____
Name: R. Ian O'Keeffe
Title: Partner
Principal Amount Held: $1,800,000

IN WITNESS WHEREOF, each of the Institutions listed below has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

INSTITUTION:

Nomura Corporate Research & Asset Management Inc.

By: Stephen S. Kotsen

Name: Stephen S. Kotsen
Title: Portfolio Manager
Principal Amount Held: $31,635,000

On behalf of the funds it manages who are noteholders:

1. Astro Trust Series-Nomura High Yield Bond Fund
2. [redacted]
3. Battery Park High Yield Long Short Fund, Ltd.
4. Battery Park High Yield Opportunity Master Fund Ltd.
5. [redacted]
6. [redacted]
7. High Yield Corporate Bond Open Mother Fund
8. [redacted]
9. [redacted]
10. [redacted]
11. [redacted]
12. Nomura Bond & Loan Fund
13. Nomura Corporate Research and Asset Management Inc
14. Nomura Funds Ireland - US High Yield Bond Fund
15. Nomura Multi Managers Fund - Global High Yield Bond
16. Nomura Multi Managers Fund II - US High Yield Bond
17. Nomura Partners Funds, Inc. High Yield Fund
18. Nomura US Attractive Yield Corporate Bond Fund Mother Fund
19. Nomura US High Yield Bond Income
20. [redacted]
21. [redacted]
22. [redacted]
23. [redacted]
24. [redacted]

IN WITNESS WHEREOF, each of the Institutions listed below has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

INSTITUTION:

Och-Ziff Capital Management Group
Principal Amount Held: $21,850,000

OZ Eureka Fund GP, L.P., as general partner of a fund that is a noteholder

By: OZ Eureka Fund GP, LLC, its General Partner
By: OZ Advisors LP, its Member
By: Och-Ziff Holding Corporation, its General Partner

By: _____
Name: Joel Frank
Title: Chief Financial Officer

OZ GC Opportunities Domestic Partners, L.P.

By: OZ GC Opportunities Fund GP, L.P., its General Partner
By: OZ GC Opportunities Fund GP, LLC, its General Partner
By: OZ Advisors LP, its sole Member
By: Och-Ziff Holding Corporation, its General Partner

By: _____
Name: Joel Frank
Title: Chief Financial Officer

OZ Credit Opportunities Master Fund, Ltd.

By: OZ Management LP, its investment manager
By: Och-Ziff Holding Corporation, its General Partner

By: _____
Name: Joel Frank
Title: Chief Financial Officer

Gordel Capital Limited

By: OZ Management LP, its investment manager
By: Och-Ziff Holding Corporation, its General Partner

By:_____
Name: Joel Frank
Title: Chief Financial Officer

OZ Master Fund, Ltd.

By: OZ Management LP, its investment manager
By: Och-Ziff Holding Corporation, its General Partner

By:_____
Name: Joel Frank
Title: Chief Financial Officer

Goldman Sachs Profit Sharing Master Trust

By: OZ Management II LP, its investment manager
By: Och-Ziff Holding II LLC, its General Partner
By: OZ Management LP, its Member
By: Och-Ziff Holding Corporation, its General Partner

By:_____
Name: Joel Frank
Title: Chief Financial Officer

IN WITNESS WHEREOF, each of the Institutions listed below has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

INSTITUTION:

Sphere Capital, LLC - Series B

By: _____
Name: Mary Ann Sigler
Title: President
Principal Amount Held: $19,325,000

IN WITNESS WHEREOF, each of the Institutions listed below has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

INSTITUTION:

Wazee Street Capital Management LLC

By: _____
Name: R. Michael Collins
Title: Managing Member
Principal Amount Held: $3,200,000

EXHIBIT A

(Amendment to Second Amended Plan)

EXHIBIT B

(Supplement to Disclosure Statement)

EXHIBIT C

Form of Assumption Agreement

Reference is hereby made to the Plan Support Agreement, (the "**Agreement**"), dated as of May 24, 2013, by and among Ahern Rentals, Inc. and the Institutions parties thereto, and the Amended Debtor Plan documents attached as exhibits thereto and the transactions described therein. Capitalized terms that are used but are not otherwise defined herein shall have the meanings given to them in the Agreement.

This ASSUMPTION AGREEMENT (the "**Assumption Agreement**") is being delivered to the undersigned Selling Institution by the undersigned Transferee as a condition precedent to such Transferee becoming the holder of the Selling Institution's Second Lien Notes, and bound by the obligations set forth in the Agreement. This Assumption Agreement shall take effect and shall become an integral part of the Agreement immediately upon its execution, and the Transferee shall be deemed to be bound by all of the obligations of the Agreement with respect to the Second Lien Notes listed below from and after the date set forth below.

IN WITNESS WHEREOF, the undersigned Selling Institution and Transferee have each caused this Assumption Agreement to be executed and delivered by its respective duly authorized officer as of the date specified below.

Dated: _____, 2013

Selling Institution:

[_____]

By:_____
Name:
Title:
Principal Amount Held:

Transferee:

[_____]

Contact Information for Notice:

Address: [_____]
Attention: [_____]
Facsimile: [_____]
Principal Amount Held: $_____

ATTACHMENT C

ATTACHMENT C

AHERN RENTALS
EXHIBIT A – FINANCIAL PROJECTIONS

Income Statement

($ in millions)	Year Ending December 31,				
	2013	**2014**	**2015**	**2016**	**2017**
REVENUES					
Equipment rentals and related	$348.7	$383.6	$410.2	$436.8	$459.2
Sale of rental equipment	27.0	20.0	32.8	35.4	43.7
Sale of new equipment and other	18.1	20.0	21.4	22.9	24.1
	393.7	**423.6**	**464.4**	**495.2**	**527.0**
COST OF REVENUES					
Cost of equipment rental operations, excluding depreciation	$165.2	$174.8	$182.1	$188.6	$194.7
Depreciation, rental equipment	77.7	80.9	84.6	89.3	94.3
Cost of rental equipment sold	16.6	10.3	18.8	19.9	25.3
Cost of new equipment sold and other	13.3	14.7	15.8	16.9	17.8
	272.9	**280.8**	**301.3**	**314.7**	**332.0**
GROSS PROFIT	**$120.8**	**$142.8**	**$163.1**	**$180.5**	**$195.1**
OPERATING EXPENSES					
Selling, general, and administrative	$66.3	$69.7	$71.9	$73.7	$75.3
Non-rental equipment depreciation	10.5	11.8	12.9	14.1	15.5
	76.8	**81.5**	**84.8**	**87.9**	**90.9**
OPERATING INCOME	**$44.0**	**$61.2**	**$78.3**	**$92.6**	**$104.2**
OTHER INCOME (EXPENSE)					
Interest expense	($11.9)	($44.2)	($43.7)	($43.3)	($42.5)
Reorganization costs	(6.0)	0.0	0.0	0.0	0.0
	(17.9)	**(44.2)**	**(43.7)**	**(43.3)**	**(42.5)**
NET INCOME (LOSS)	**$26.1**	**$17.1**	**$34.6**	**$49.3**	**$61.7**
ADJUSTED EBITDA	**$132.3**	**$153.9**	**$175.7**	**$196.0**	**$214.0**

Unaudited, subject to accounting adjustments

AHERN RENTALS
EXHIBIT A – FINANCIAL PROJECTIONS

Balance Sheet

($ in millions)	As of December 31, 2013	2014	2015	2016	2017
Cash	$2.0	$2.0	$2.0	$2.0	$2.0
Accounts Receivable, net	66.1	71.1	75.6	76.8	81.7
Inventory	32.6	36.7	38.8	41.6	43.4
Total Current Assets	100.8	109.8	116.4	120.4	127.1
Net Rental Equipment	$234.3	$225.6	$228.5	$238.8	$254.6
Net Owned Equipment	60.9	66.5	69.1	72.5	77.1
Net Fixed Assets	295.3	292.1	297.6	311.4	331.7
Other	$28.2	$26.1	$22.3	$19.5	$15.7
TOTAL ASSETS	**424.3**	**428.1**	**436.3**	**451.2**	**474.5**
Accounts Payable	$13.5	$13.3	$17.3	$18.8	$19.7
Accrued Expenses	10.7	11.4	12.0	13.1	13.3
Total Current Liabilities	24.2	24.8	29.3	31.8	33.0
Exit Financing Facility	$186.5	$175.7	$144.7	$107.8	$68.2
Senior Secured Notes	415.0	415.0	415.0	415.0	415.0
General Unsecured Claims	3.0	0.0	0.0	0.0	0.0
Total Debt	604.5	590.7	559.7	522.8	483.2
TOTAL LIABILITIES	**$628.7**	**$615.4**	**$589.0**	**$554.6**	**$516.1**
Retained Earnings & Equity	($204.4)	($187.3)	($152.7)	($103.4)	($41.7)
TOTAL LIABILITIES & EQUITY	**424.3**	**428.1**	**436.3**	**451.2**	**474.5**

Unaudited, subject to accounting adjustments

AHERN RENTALS
EXHIBIT A – FINANCIAL PROJECTIONS

Cash Flow Statement

($ in millions)	2013	2014	2015	2016	2017
Net Income (loss)	$26.1	$17.1	$34.6	$49.3	$61.7
Depreciation & Amortization	92.4	96.7	101.5	107.4	113.9
Gross Profit on Equipment Sold	(10.3)	(9.7)	(14.0)	(15.5)	(18.4)
Accounts Receivable, net	$2.1	($8.4)	($8.0)	($4.9)	($8.7)
Inventory	(1.4)	(4.1)	(2.1)	(2.8)	(1.8)
Accounts Payable	4.6	(0.1)	4.0	1.5	0.9
Accrued Expenses	(0.6)	0.7	0.6	1.0	0.2
Total Change in Working Capital	4.8	(11.9)	(5.5)	(5.2)	(9.4)
Total Change in Other	($25.6)	$1.5	$3.3	$2.5	$3.5
Net Cash Flow From Operating Activities	**87.4**	**93.7**	**120.0**	**138.6**	**151.3**
Capital Expenditures	($90.0)	($99.9)	($121.9)	($137.2)	($155.5)
Proceeds from Sale of Equipment	27.1	20.1	32.9	35.6	43.9
Net Cash Used In Investing Activities	**(62.9)**	**(79.8)**	**(89.0)**	**(101.6)**	**(111.7)**
FREE CASH FLOW	**$24.43**	**$13.86**	**$30.96**	**$36.94**	**$39.60**
Increase (Decrease) in:					
Pre - Petition Liabilities	($379.2)	$0.0	$0.0	$0.0	$0.0
DIP Loan	(228.5)	0.0	0.0	0.0	0.0
Exit Financing Facility	202.7	(10.9)	(31.0)	(36.9)	(39.6)
New Senior Secured Notes	415.0	0.0	0.0	0.0	0.0
General Unsecured Claims	(3.0)	(3.0)	0.0	0.0	0.0
Financing costs paid	(35.5)	0.0	0.0	0.0	0.0
Net Cash Used In Financing Activities	**(28.5)**	**(13.9)**	**(31.0)**	**(36.9)**	**(39.6)**
Beginning Cash Balance	$6.1	$2.0	$2.0	$2.0	$2.0
NET CHANGE IN CASH	**(4.1)**	**0.0**	**0.0**	**0.0**	**(0.0)**
Ending Cash Balance	2.0	2.0	2.0	2.0	2.0

Unaudited, subject to accounting adjustments