

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

SPEEDY PUMPS LIMITED (the "Company")

CIRCULATED ON 29th June 2011 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions be passed as written resolutions of the Company, having effect as special resolutions (the "**Resolutions**")

We, the undersigned, being or representing all of the members of the Company **HEREBY RESOLVE** as follows -

SPECIAL RESOLUTIONS

1 **THAT** the Articles of Association of the Company be and are hereby amended by -

1 1 the insertion of the following new Article as Article 39 5 -

"Notwithstanding anything contained in these Articles, no lien conferred by these Articles shall attach to shares whether fully paid or not charged by way of security to a Secured Party ",

1 2 the insertion of the following new article as Article 45 6 -

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

45 6 1 is to any Secured Party, or

45 6 2 is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares, or

45 6 3 is executed by a Secured Party pursuant to the power of sale or otherwise under such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles, no transferor of any shares in the Company or proposed transferor of such shares to a Secured Party and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not ", and

1 3 the insertion of the following additional definition into Article 1 1 at the appropriate place in the alphabetical order -

""**Secured Party**" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf "

- 2 **THAT** the provisions of the following documents be and are hereby approved in the forms produced to the meeting -
- 2 1 a facilities agreement (the "**Facilities Agreement**") to be entered into between (1) the Company's parent company, Speedy Hire PLC (CN 927680) (the "**Parent**"), (2) the companies listed in paragraph 1 of Schedule 1 of the Facilities Agreement (each a "**Group Company**" and together the "**Group**") as original borrowers ("the **Original Borrowers**"), (3) the companies listed in paragraph 2 of Schedule 1 of the Facilities Agreement as original guarantors ("the **Original Guarantors**"), (4) RBS Invoice Finance Limited, Barclays Bank PLC, Bank of America, N.A. and GE Commercial Distribution Finance Europe Limited as arrangers (the "**Arrangers**"), (5) RBS Invoice Finance Limited as facilities agent (the "**Facilities Agent**"), (6) Barclays Bank PLC as receivables agent (the "**Receivables Agent**"), (7) the financial institutions listed in paragraph 3 of Schedule 1 of the Facilities Agreement as original lenders (the "**Original Lenders**"), (8) the persons listed in paragraph 4 of Schedule 1 of the Facilities Agreement as original hedge counterparties (the "**Hedge Counterparties**") and (9) The Royal Bank of Scotland plc as security agent (the "**Security Agent**"),
- 2 2 a debenture in favour of the Security Agent over all of the Company's property, assets and undertaking, present and future,
- 2 3 an Irish law debenture in favour of the Security Agent over all of the Company's property, assets and undertaking, present and future,
- 2 4 an intercreditor agreement to be entered into between (amongst others) the Company, the Arrangers, the Facilities Agent, the Receivables Agent and the Security Agent, and
- 2 5 an intra-group loan agreement to be entered into between the Company, the Parent and the Group Companies pursuant to which the Parent may borrow monies from the Group Companies in order to meet its obligations to the Finance Parties (as defined therein) under the Facilities Agreement, pay fees incurred in respect of the Facilities Agreement and otherwise,
- together the documents listed in this paragraph 2 being the "**Transaction Documents**"
- 3 **THAT**, notwithstanding any provisions of the Company's memorandum and articles of association or any personal interest of any of the Company's Directors, any two of the Company's directors and/or any Company director and the Company secretary be and are hereby empowered, authorised and directed to execute and deliver the Transaction Documents to be executed as a deed and that any Company director or Company secretary be and is hereby authorised, empowered and directed to sign and deliver any of the Transaction Documents not to be executed as a deed for the Company (in such manner and subject to such changes as any of the Company's directors, in their absolute discretion, think fit)

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, a person entitled to vote on the Resolutions on 29th June 2011, hereby irrevocably agrees to the Resolutions -


For and on behalf of
SPEEDY HIRE PLC

JUSTIN READ
29th June 2011

NOTES

- 1 This document contains proposed written resolutions of the Company for approval by you as a member of the Company. The Resolutions are proposed as special resolutions and each requires members holding not less than 75 per cent of the total voting rights of members entitled to vote in the Resolutions to vote in favour of them to be passed.
- 2 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company at Chase House, 16 The Parks, Newton-le-Willows, Merseyside WA12 0JQ.

If you do not agree with any of the Resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 4 Unless, by 28 days after the Circulation Date, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to all or any of the Resolutions, please ensure that your agreement reaches us before or during this date.