

CERTIFIED TO BE A TRUE AND COMPLETE  
COPY OF THE ORIGINAL  
DATED THIS 07 DAY OF 04 2009

Company No 1105942

Pinsent Masons LLP *Pinsent Masons LLP*

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

SPEEDY HIRE CENTRES (SOUTHERN) LIMITED (the "Company")

CIRCULATED ON 30 March 2009 (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 provisions of the documents listed in the appendix to this Written Resolution (the "Transaction Documents") (as the same may be amended, varied, supplemented or substituted from time to time), to which the Company is to be a party be and are hereby approved in the forms produced to the meeting, together with any transactions contemplated by them (subject to such changes as agreed by the Security Trustee (as defined in the appendix to this resolution) and the Company's Directors, in their absolute discretion, think fit).
2. **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 30 March 2009, hereby irrevocably agrees to the Resolutions:-

*[Signature]*  
For and on behalf of  
SPEEDY HIRE PLC

30 March 2009



## 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.

## APPENDIX

### THE TRANSACTION DOCUMENTS

1. An amendment and restatement deed (the **"Second Amending and Restating Deed"**) to be entered into between, amongst others (1) Speedy Hire plc (the Company's ultimate parent company) (the **"Parent"**) and certain subsidiaries of the Parent (2) Barclays Capital and The Royal Bank of Scotland plc as mandated lead arrangers (the **"Arrangers"**) (3) Barclays Bank PLC, The Royal Bank of Scotland plc, KBC Bank NV, Lloyds TSB Bank plc, National Australia Bank Limited, Svenska Handelsbanken AB and The Governor and Company of the Bank of Ireland (the **"Lenders"**) and (4) The Royal Bank of Scotland plc as agent (the **"Agent"**) and security trustee (the **"Security Trustee"**) (the Arrangers, the Lenders, the Agent and the Security Trustee each being a **"Finance Party"** and together the **"Finance Parties"**) amending and restating the facilities agreement originally dated 13 June 2007 (the **"Original Facilities Agreement"**), and amended and restated by an amendment and restatement agreement dated 12 June 2008 (the **"First Amending and Restating Agreement"**) (the Original Facilities Agreement as amended by the First Amending and Restating Agreement being the **"First Amended and Restated Facilities Agreement"**), made between, amongst others, the Parent, the Company and certain subsidiaries of the Parent, the Arrangers and the Agent, (the First Amended and Restated Facilities Agreement as amended by the Second Amending and Restating Deed being the **"Second Amended and Restated Facilities Agreement"**), including (but not limited to) amending the Facility A repayment dates, reducing the Facility B commitments, increasing the margin to 4% (subject to adjustment), revising and resetting the financial covenants and introducing additional representations and undertakings (as set out in more detail in the Second Amended and Restated Facilities Agreement).