

NORTHGATE (TM) LIMITED (the "Company")

COMPANY NUMBER 05875221

WRITTEN RESOLUTIONS OF THE MEMBER OF THE COMPANY

PURSUANT TO SECTION 288 OF THE COMPANIES ACT 2006

CIRCULATION DATE: 6 July 2009

The Directors of the Company propose that the following written resolutions be passed by the Company: resolutions (1), (2), (3), (4) and (5) as ordinary resolutions and resolutions (6), (7), (8), (9) and (10) as special resolutions.

ORDINARY RESOLUTIONS

1 **THAT** the Company enters into the following documents:

- 1.1.1 a new syndicated facilities agreement with Northgate plc and Northgate Vehicle Hire Limited as borrowers, Northgate plc, Northgate Vehicle Hire Limited, Northgate (Europe) Limited and certain other subsidiaries as guarantors; Barclays Bank PLC, Clydesdale Bank Plc, Fortis Bank SA/NV, UK Branch, HSBC Bank PLC, Lloyds TSB Bank Plc, Svenska Handelsbanken AB (publ) and The Royal Bank of Scotland Plc as lenders and The Royal Bank of Scotland plc and Barclays Bank PLC as mandated lead arrangers (the "New Facilities Agreement");
- 1.1.2 a new consolidated guarantee which will amend and restate certain 2006 and 2007 existing guarantees entered into by the Company (the "Amended, Restated and Consolidated Subsidiary Guarantee") pursuant to which the Company will guarantee the obligations of Northgate plc under a corresponding amendment and restatement of certain 2006 and 2007 existing note purchase agreements entered into by Northgate plc (the "Amended, Restated and Consolidated Note Purchase Agreement");
- 1.1.3 a debenture pursuant to which the Company will grant fixed and floating security to the lenders under the New Facilities Agreement and the noteholders under the Amended, Restated and Consolidated Note Purchase Agreement over all of its assets as set out in the debenture (the "Debenture");
- 1.1.4 an intercreditor agreement in connection with the New Facilities Agreement and the Amended, Restated and Consolidated Note Purchase Agreement (the "Intercreditor Agreement"), and
- 1.1.5 the other Transaction Documents (as defined in the New Facilities Agreement) to which the Company is to be a party,

together the "Relevant Documents"



2. **THAT** the Directors have authority to approve the terms of, and the transactions contemplated by, the Relevant Documents and any related or ancillary document to which the Company is a party.
3. **THAT** the terms of and the transactions contemplated by the Relevant Documents to which the Company is a party are approved.
4. **THAT** the Directors be authorised, empowered and directed in the name of and on behalf of the Company to cause the execution and delivery of the Relevant Documents in the form attached with such amendments to them as they shall in their absolute discretion think fit
5. **THAT** these resolutions have effect notwithstanding any provision of the Company's Articles of Association

SPECIAL RESOLUTIONS

6. **THAT** none of David Henderson and Stephen John Smith who are also Directors of one or more of Northgate plc, Northgate Vehicle Hire Limited, Northgate Vehicle (Europe) Limited, Northgate Vehicle Sales Limited and Northgate Vehicle Solutions Limited shall infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of such companies entering into or otherwise being interested in some or all of the Relevant Documents and/or the transactions contemplated thereby
7. **THAT** the giving of the guarantee by the Company under the New Facilities Agreement and the Amended, Restated and Consolidated Subsidiary Guarantee, the granting of security under the Debenture and the entry into by the Company of the proposed transactions substantially on the terms set out in the Relevant Documents will be for the benefit of the Company for the purposes of carrying on its business and will promote the success of the Company for the benefit of its members as a whole.
8. **THAT** the following text be inserted as paragraph 27 of the Memorandum of Association of the Company.

"27. To guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 736 of the Companies Act 1985, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom."
9. **THAT** Article 7 of the Articles of Association of the Company be amended by inserting the following as Article 7 1:

"Where any mortgage, charge or other security interest ("Security") has been granted to any person (a "Chargee") by any member then, despite any other provision of these Articles, the directors shall not decline to register, nor may they suspend registrations of any transfer of shares registered in the name of that member if that transfer:

- A. is executed by any member in favour of any person; or
- B is executed by the Chargee or any receiver or nominee appointed by the Chargee pursuant to the Security in favour of any person,

and the directors shall forthwith register any such transfer of such shares upon receipt 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 Chargee or its nominee and no Chargee or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid 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 any valuable consideration or otherwise."

- 10 **THAT** Articles of Association of the Company be amended by inserting the following as Article 7 2

"Regulation 8 of the Companies Act 1985, Table A shall not apply to the Company."

Members of the Company who are eligible members because they are entitled to vote on the resolutions on the circulation date (that is the first date on which copies of the resolutions are first sent to members, being . . . 6. JAN .. 2009) should sign and date below to signify their agreement to the resolutions and return the signed document by hand or by post to the Company's registered office or send a copy by email to david.henderson@northgateplc.com.

These resolutions must be passed by the requisite majority by the end of the period of 28 days beginning with the circulation date otherwise it will lapse.

We, the undersigned, being persons entitled to vote on the above resolutions on the circulation date (that is the first date on which copies of the resolution are sent to members), irrevocably agree to the passing of such resolutions.

Agreed

Signed

as a Director of and for and on behalf of NORTHGATE PLC