

THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF

ELLIOTT'S BRICKS LIMITED ("the Company")

We, the undersigned, being all the members of the Company entitled to receive notice of and to attend and vote at general meetings of the Company, make the following resolution as special resolutions of the Company and which will, pursuant to Section 381A of the Companies Act 1985 (as amended), be as valid and effective for all purposes as if the same had been passed at a general meeting of the Company duly convened and held:

- 1 that the Memorandum of Association of the Company be amended by deleting the present Clause 3(n) and inserting the following as Clause 3(n):

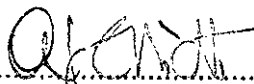
"to invest the monies of the Company upon such securities as may be from time to time determined, other than in the purchase of its own shares and also to lend money, and particularly to customers and to those having dealings with the Company on such terms as the Company may think fit and either with or without the Company receiving any consideration or advantage, direct or indirect from the giving any such guarantee and so as to be an independent object of the Company to guarantee or otherwise secure the performance of the obligations including but not limited to the payment of capital or principal, together with any premium of and any dividends or interest on or other payment in respect of loans, credits, stocks, shares or securities or other obligations of any nature whatsoever of any person, firm or company including but not limited to any company which is for the time being the holding company or subsidiary (as defined by section 736 of the Companies Act 1985) of the Company or the Company's holding company or otherwise associated with the Company in business or any company, firm or person which the directors

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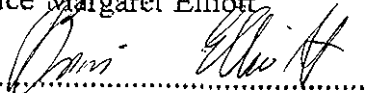


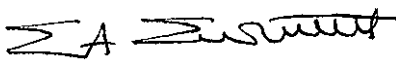
of the Company shall think appropriate and to create mortgages, charges or liens or any other security interest upon all or any other property or assets of the Company (both present and future) including its uncalled share capital in support of such guarantees or otherwise as security for any such obligations and liabilities of others."

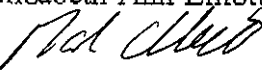
- 2 That the terms of the Guarantee and Indemnity to be executed by the Company in favour of Manor Credit Limited in respect of the liabilities of Elliott Aviation Limited to Manor Credit Limited be and is hereby approved and that any two directors or one director and the secretary be and are hereby authorised to execute the said Guarantee and Indemnity as a deed for and on behalf of the Company;

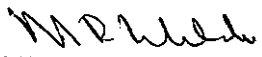

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Amanda Jane Elliott


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Alice Margaret Elliott


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Brian Elliott


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Elizabeth Ann Elliott


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Mark Elliott


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Executor Frank Brian Webb (Deceased)

10/12/97
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Dated