

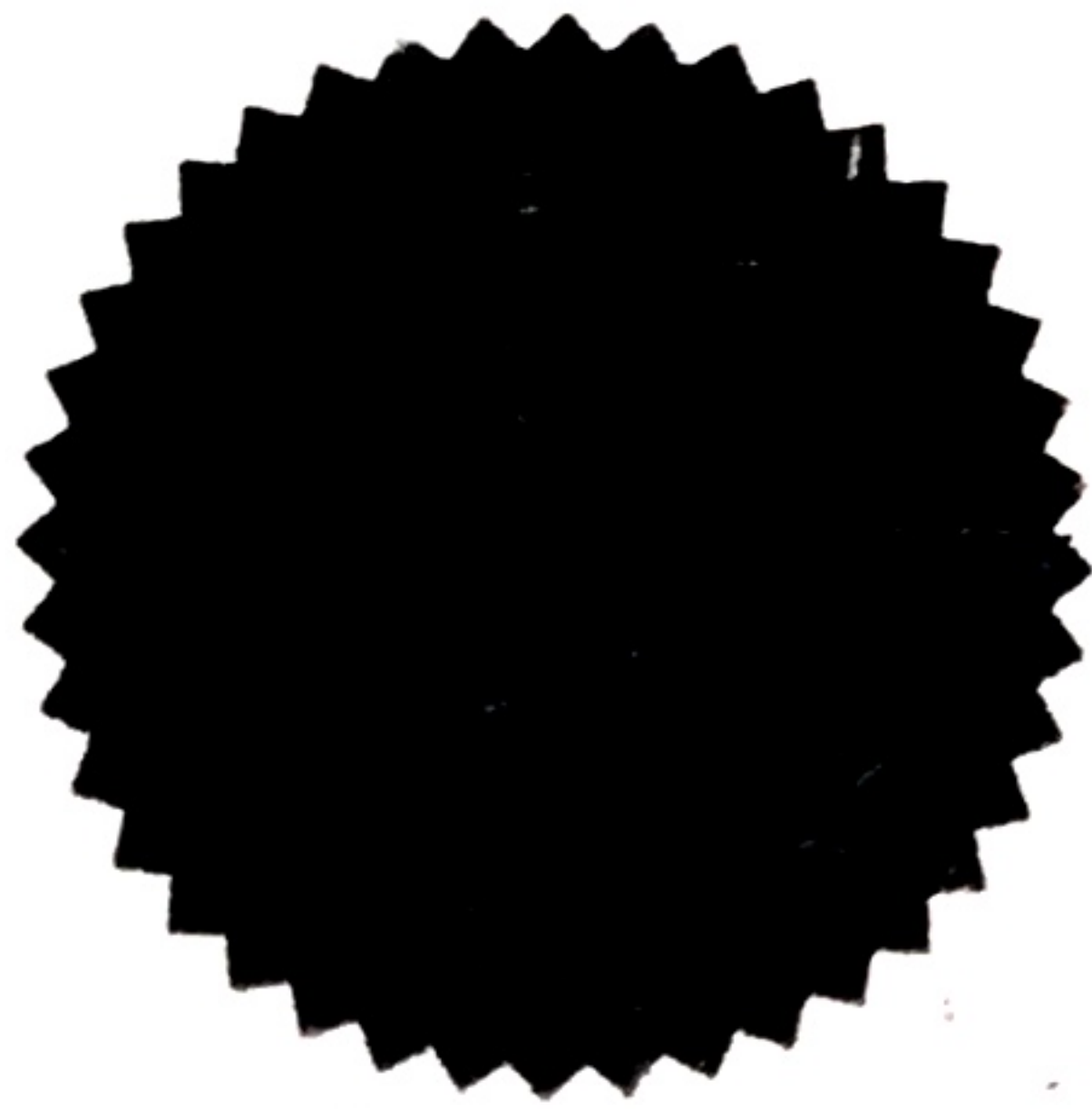
Ministry of Labour & Home Affairs



REGISTRY GENERAL  
Government Administration Building,  
30 Parliament Street,  
Hamilton, Bermuda HM 12  
Telephone: (809)295-5151

Our Ref. No.  
Your Ref. No.

THIS IS TO CERTIFY that the document hereto annexed, marked "A" and initialled by me is a true copy of a Power of Attorney dated the twenty-second day of February, One thousand nine hundred and seventy-seven, and made between GEORGE WELLINGTON DARREL and JOHN NATHANIEL DARRELL, WHICH said Power of Attorney is recorded in Book of Deeds No. 108 at Page 217/219 in the Registrar General's Office, Hamilton, Bermuda, pursuant to the laws of these Islands.



IN WITNESS WHEREOF  
I have hereto set  
my Hand and Seal  
of Office this 15th  
day of July, 1988.

*P. John's Topher*  
REGISTRAR GENERAL



THIS POWER OF ATTORNEY is made this 2<sup>nd</sup> day of February One Thousand Nine Hundred and Seventy-Seven by me GEORGE WELLINGTON DARREL of Wellington Lands, Southampton East in the Islands of Bermuda

1. I HEREBY APPOINT JOHN NATHANIEL DARRELL of Ord Road, Warwick Parish in the said Islands to be my Attorney for the purposes hereinafter mentioned and declare that the expression "Attorney" shall include the said JOHN NATHANIEL DARRELL and any substitute of him, the said purposes being for me and on my behalf, either in my name or, except where the law otherwise requires, his own name.

(1) To receive the rents and profits of and manage all the houses, farms, lands and property of whatever tenure and of any interest therein, of or to which I now am or at any time hereafter shall or may become entitled for any estate or interest whatsoever, whether solely or as a joint tenant or tenant-in-common, with liberty in the course of such management to let or demise the property, or any part thereof, either from year to year or for any term or number of years or for any less period than a year, at such rents, and either with or without any fine or premium and subject to such covenants and conditions as the Attorney shall think fit AND with liberty also to accept surrenders of leases or tenancies, to make allowances to and arrangements with lessees, tenants, and others, to cut timber and other trees, whether for repairs, sale, or otherwise, to repair and rebuild houses or other buildings, and to insure the same against damage by fire, tempest or otherwise, to repair fences, to drain or otherwise improve the property or any part thereof, to appoint and employ agents, servants and others to assist in the management of the property, and to remove them and appoint others in their place, and to pay and allow to the persons to be so employed as aforesaid such salaries, wages or other remuneration as the Attorney shall think fit AND with power also to give effectual receipts and discharges for the rents, profits and income of the property, and on non-payment of any rent or the breach of any covenant, agreement or condition, which ought to be observed or performed by any lessee or tenant, to take such proceedings by distress, action or otherwise for recovering such rent or in respect of such breach as the Attorney shall think fit AND generally to do all such acts or things in or about the management of the property as the Attorney might do if he were the absolute owner thereof ALSO to use and take all lawful ways and means for recovering any houses, lands or property belonging or supposed to belong to me;



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(2) To exercise all powers and trusts conferred on me by statute or by any instrument, whether as tenant for life, statutory owner, trustee, personal representative or otherwise but so that in all cases involving the exercise of any discretion the Attorney shall (save as hereinafter provided), before exercising the power or trust, communicate with me by cablegram or otherwise and obtain my instructions;

(3) To ask, demand, sue for, recover and receive all sums of money, goods, effects and things (whether real or personal) now or hereafter owing, or payable, or belonging to me, whether solely or as a joint tenant or tenant-in-common, by virtue of any security or upon any balance of account or otherwise howsoever, and to give, sign and execute receipts, releases and other discharges for any property or thing in action whatsoever;

(4) To settle, adjust, compound, submit to arbitration, and compromise all proceedings, accounts, claims and demands whatsoever, which now are or hereafter shall be pending between myself and any persons whomsoever, in such manner as the Attorney shall think fit;

(5) To dispose of (whether by way of sale, mortgage, lease or otherwise) or deal with any real or personal property (whether in possession or reversion) now or hereafter belonging to me, whether solely or as a joint tenant or tenant-in-common, or which I have or shall have power to dispose of under any general power or as a mortgagee or otherwise, and in particular:

(i) To sell, either by public auction or private contract, and subject to any conditions as to title or otherwise, with power to buy in or to rescind any contract for sale and to resell;

(ii) To raise money by way of mortgage for any purpose and in any manner, and so that no mortgagee shall be concerned to see whether the money is wanted or whether more than is wanted is raised or as to the application thereof;

(iii) To grant leases or tenancy agreements for any term or purpose with or without an option to purchase or rights or renewal;



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(iv) To give or accept any interest in real or personal estate as the consideration for any transaction.

(6) To complete by conveyance, assignment, or delivery or otherwise, any contract for sale of real or personal property, made by me, either alone or jointly with any other person, before or after the date of this Deed, and to rescind or to agree to the modification or cancellation of any such contract for sale and to complete any contract for the purchase of real or personal property made by me, either alone or jointly with any other person, before or after the date of this Deed, and to accept a conveyance, assignment or delivery of any such property and to rescind or to agree to the modification or cancellation of any such contract for purchase;

(7) To appear for me in any court in any action or other proceeding which may be instituted against me, and to defend the same or suffer judgment to go against me and to commence and prosecute any action or proceeding on my behalf in any court in any matter as the Attorney shall be advised or think proper;

(8) To apply any money which may come to the hands of the Attorney under this Deed in payment of all costs and expenses incurred by the Attorney in or about the execution of the powers herein contained or to raise the same by way of mortgage or otherwise;

(9) To deposit any money not required for costs and expenses as aforesaid at any bank, either in the name or names of the Attorney or in my name and to withdraw the same from time to time and to open or close any current account and to draw and sign cheques;

(10) To invest any money, either in the name or names or under the control of the Attorney or in my name, in any investment (whether being investments authorised by law for the investment of trust money or not) or in the purchase or on the security of any property real or personal, or any interest therein which the Attorney may think proper and to vary the investments from time to time;

(11) To execute and do all such deeds, covenants, agreements and things as the Attorney may think proper for the purpose of giving effect to the powers hereby conferred;



(12) Generally to manage all my concerns and affairs of every description at his absolute discretion, and as fully and effectually as I could do if I were present and acting in my proper person and without being liable to account for any act or default done or committed in good faith.

2. The Attorney may from time to time appoint one or more substitute or substitutes to do, execute and perform all or any such matters and things as aforesaid; and may at pleasure remove the same substitute or substitutes and appoint another or others in his or their place or places.

3. All and whatsoever the Attorney or his substitute or substitutes shall do or cause to be done in or about the premises, I hereby covenant with the Attorney to allow, ratify and confirm.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first above written.

*George W. Darrell*

SIGNED SEALED and DELIVERED by )  
 )  
the said GEORGE WELLINGTON )  
 )  
DARRELL in the presence of: )

*James Manser with  
James, Mr. Newman.  
Hamilton, Bermuda*

*Elizabeth Walsh  
Secretary with Counsel,  
Dill & Pearson*

RECORDED: 23rd February, 1977

VALERIE T. SCOTT,

REGISTRAR GENERAL: mis

RECEIVED ... 24/2/77  
PER ... R. E. ...