

# CRAWFORD LIMITED

Box 330

Sioux Narrows, Ontario P0X 1N0

Legal Services Department  
Central Bank of Nigeria  
Tinubu Square, Lagos

12 Mar 01

Ref: Contract NNPC/PED/1203/91, \$25,500,000USD

## AGREEMENT AND PROMISSORY NOTE OF 0.01% OF THE CONTRACT SUM OF \$25,500,000USD

Dear Sir,


This agreement and Promissory Note, made this 13th day of March, 2001, between Crawford Ltd, PO Box 330, Sioux Narrows, Ontario Canada P0X 1N0 and Central Bank of Nigeria, with any correspondent Bank, or affiliated Bank for the transfer of funds from the Central Bank of Nigeria to Wells Fargo Bank Nevada N.A., 3433 South Maryland Parkway, Las Vegas, Nevada 89109, Routing: 321270742, Acct No.: 0529467490, Ref: Crawford Ltd/Robert Rydberg.

For accepting and approving the request to validate the Promissory Note, Crawford Ltd has this 12<sup>th</sup> day of March, 2001, promised to pay the sum of 40% of the \$255,000 of the Promissory Note, while the remaining 60% balance will be paid within seven (7) days after the Contract Payment of \$25,500,000USD has been received in our account at the Wells Fargo Bank Nevada N.A.. Immediately upon receipt of the 40% the Central Bank will approve payment of the Contract Funds to Crawford Ltd.

Whereas, in the event that these funds are not received by Crawford Ltd in our account at the Wells Fargo Bank Nevada N.A., Crawford Ltd is under no obligation whatsoever to pay this indebtedness and all funds paid by Crawford Ltd will be immediately returned to Crawford Ltd.

Whereas this agreement has been approved by the management of Crawford Ltd and it's President has been authorized to execute this Agreement and Promissory Note in behalf of Crawford Ltd.

For the Company,

  
Robert Rydberg, President  
Crawford Ltd

*PER THEIR  
REQUEST. NOT  
SENT YET*

RR/cd

Tel: 807 226 5646

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E-Mail: [www.crawford@vo1](mailto:www.crawford@vo1)

## SPECIAL LIMITED POWER OF ATTORNEY

I, Robert S. Rydberg, of the City of Sioux Narrows, District of Kenora, Province of Ontario, Canada, hereby appoint Michael L. Carney, of Branson West, Missouri, as my attorney-in-fact (herein called Agent) with the following powers in regards only to Contract No. NNPC/PED/1203/91 for \$25.5 million owed to myself and Crawford Ltd., as owner of the same, to be exercised in my name and for my benefit:

### 1. Collection Powers

In regards only to Contract No. NNPC/PED/1203/91 for \$25.5 million owed to myself and Crawford Ltd., as owner of the same, to request, collect into MLC Developments Int'l Inc., hold all such sums of money, debts, dues, commercial paper, checks, drafts, cashier's checks, money orders, bank wires, accounts, deposits, devises, notes, interest, stock certificates, and any other contractual benefits and proceeds, now and hereafter owned by, or due, owing, payable or belonging to me, or in which I have an interest, to have and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof; and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

### 2. Contract Powers

In regards only to Contract No. NNPC/PED/1203/91 for \$25.5 million owed to myself and Crawford Ltd., as owner of the same, to make, do, and transact every kind of business of whatever nature, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate, deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidences of debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as I might do if done in my own capacity;

### 3. Banking Powers

In regards only to Contract No. NNPC/PED/1203/91 for \$25.5 million owed to myself and Crawford Ltd., as owner of the same, to make, draw, sign in my name, deliver and accept wires, checks, drafts, receipts for moneys, notes, or other orders for payment of money against, or otherwise make withdrawals from any commercial, checking or savings account in which I may have proceeds arriving from Contract No. NNPC/PED/1203/91 in my sole name or in joint name with myself and Crawford Ltd., or in Crawford Ltd.'s name only, in any bank or financial institution, for any purpose which my said Agent may think necessary, advisable or proper; and to endorse and negotiate in my name and deliver checks, drafts, money orders, cashier's checks, bank wires, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking or savings account, and to carry on all my ordinary banking business in regards to this

referenced Contract;

#### 4. **Investments**

To invest and reinvest in loans, stocks, bonds, including United States Bonds purchased at a discount but redeemable at face value, securities, real estate, asset enhancement programs, or in any other investment which my Agent may deem proper; to reduce the interest rate at any time and from time to time on any mortgage or land contract; to deal with and give instructions to any brokerage firm or bank with respect to the purchase, sale or other disposition of securities and other assets, add assets to or withdraw assets from any account in my name, and sign any representation, certification, or agreement, including agreements regarding margin, option trading, or commodities accounts, that my Agent deems advisable;

#### 5. **Interpretation and Governing Law**

This instrument is to be construed and interpreted as a Special Limited Power of Attorney. The enumeration of specific powers herein are intended to restrict the powers herein granted to my Agent to handle the receipt and distribution of the proceeds from Contract No. NNPC/PED/1203/91 as enumerated above. The laws of the State of Missouri shall govern all questions as to the validity of this Power and the construction of its provisions;

#### 6. **Third-party Reliance**

Third parties may rely upon the representation of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representation of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power. For the purpose of inducing third parties to rely on this Power of Attorney, I warrant that, if this Power of Attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of my Agent prior to such third party's actual knowledge of revocation or termination of this Power of Attorney whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees, and personal representatives;

#### 7. **Disability of Principal**

This Power of Attorney shall not be affected by my disability. The authority of my Agent shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my Agent during any period of my disability or incompetency or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, competent, and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees, and personal representatives;

#### 8. **Photographic Copies**

Photographic or other facsimile reproductions of this executed Power may be made and delivered by my Agent, and may be relied upon by any person to the same extent as though the copy

were an original. Anyone who acts in reliance upon any representation or certificate of my Agent, or upon a reproduction of this Power, shall not be liable for permitting my Agent to perform any act pursuant to this Power.

I have signed and delivered this Special Limited Power of Attorney this 8th day of JULY, 2002.

Robert S. Rydberg  
Robert S. Rydberg

WITNESSES:

Jessica Lynn Dudkiewicz William E Flynn  
(Name) (Name)

Jessica Lynn Dudkiewicz William E Flynn  
(Signature) (Signature)

On this 8 day of July, 2002, before me, a Commissioner of Oaths, personally appeared Robert S. Rydberg, who executed the above Special Limited Power of Attorney and acknowledged the same to be his free act and deed.



Commissioner of Oaths  
My Commission Expires:

**Commissioner for taking Affidavits  
pursuant to R.S.O. 1990, c 75, paragraph 3**