EXHIBIT A

15 December 2008

POWER OF ATTORNEY

This power of attorney is made on 15 December 2008 by Mr. Bernard L. Madoff (in his individual capacity) of Modoff Securities (Principal)

International Ltd.

1. APPOINTMENT AND POWERS

The Principal appoints Mr. Lee Richards, Esq., of Richards Kibbe & Orbe LLP, One World Financial Centre, New York, New York 10281-1003 and his substitutes jointly and severally as his attorneys (Attorneys) and in the Principal's name or otherwise and on his behalf:

- To consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not), or to vote or take any action which the Attorney in his absolute discretion considers desirable in connection with all of the issued shares in the share capital of Madoff Securities International Limited registered in the name of Mr. Bernard Madoff.
- To appoint one or more persons to act as a substitute attorney for the Principal and to exercise one or more of the powers conferred on the Attorney by this power of attorney other than the power to appoint a substitute attorney and revoke any such appointment.

2. POWER IRREVOCABLE

This power of attorney shall be irrevocable save with the consent of the Attorney and is given by way of security to secure the performance of obligations owed by the Principal to Madoff International Securities Limited and in furtherance of the Order to Show Cause, Temporary Restraining order, and order Freezing Assets and Granting Other Relief issued on December 12, 2008 by the United States District Court, Southern District of New York and is consented to by the Principal. This power shall expire five years from the date hereof.

3. RATIFICATION

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

4. VALIDITY

The Principal declares that a person who deals with Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

5. INDEMNITY

The Principal undertakes to indemnify the Attorney fully against all claims, losses, costs, expenses, damages or liability which he sustains or incurs as a result of any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

6. **JURISDICTION**

This power of attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this power of attorney or its formation or any act performed or claimed to be performed under it) shall be governed by and construed in accordance with English law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by Mr. Bernard L. Madoff in his individual capacity

in the presence of

MARIA A, MORAGNE NAME OF WITNESS

MR. BERNARD L. **MADOFF**

SIGNATURE WITNESS

PRINT NAME OF WITNESS

OF.

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ADDRESS OF WITNESS

DICKSTEN SHABROLLP 1199 AVENUE OF THE AMERICAS NEW YORK, NY 10036