

IRREVOCABLE MASTER FEE PROTECTION

IRREVOCABLE PAYMENT ORDER

THIS PAY ORDER CONSISTS OF 6 (SIX) PAGES AND CONSTITUTES A GUARANTEED, UNCONDITIONAL AND NON-RETRACTABLE IRREVOCABLE PAYMENT ORDER AND IS ISSUED TO:

I, the undersigned, _____ citizen of the Venezuela passport Noxxxx, and acting as President of xxxxxx., as evidenced in the Company's incorporation public deed No. granted before Notary Public, in Florida, on this 15 day of December, 2004, with Full Corporate Responsibility, as Buyer, under penalty of perjury do legally represent for myself, to guarantee to pay fees in compliance with the terms hereof, and confirm my irrevocable commitment the said fees in United Sates Dollars (USD) upon settlement of transaction as referenced in below.

CONTRACT No.

Transaction code:

Product: Diesel Gas Oil D-2
Origin: PDVSA, Venezuela.
Quality: Quality Certification
Quantity: 3.000.000 BLS per Month
Duration: 12 Months and extensions
Pricing: TBA
Delivery: FOB

Buyer's Name:

Seller's Name: PDVSA

Discount Fee Approved

by PDVSA: 50% to the buyer company and 50% to the mediators.

Terms and Conditions

The Discount Fees of this transaction will be paid in USD directly to the representatives of the nominated paymaster's by Swift or wire transfer for distribution among qualifying beneficiaries in the proportions as stated below. All further responsibility for disbursement of said payments will be discharged by the paymaster and I or my company are not held accountable once we have discharged payment to the paymaster's account. Fees will be distributed according to the corresponding pre-established consultant Fee split/arrangements between the paymaster and each individual beneficiary and will be on deposit in a bank account at the Buyer's bank (paymaster), and will open a bank account to each beneficiary. The payment of the Consultant Fee will be carried out in the form that both parts agree. This pay order becomes effective and shall remain valid and enforceable for the full term of the referenced contract, shall apply to any and all renewals, extensions, rollovers, additions or any new agreements between the Buyer and the Seller, or their shareholders and or their heirs and assigns.

The "Buyer" will lodge this Irrevocable Pay Order with his bank. This Fee Protection obligation will remain in force for a period OF THE CONTRACT AND ITS RENEWAL from the date of execution or beginning of the contract. The applicable non-circumvention, non-disclosure conditions of the ICC 500 rules and regulations are binding on all parties to this agreement or any other pending or future transaction(s). This agreement is transferable and the rights and obligations hereof are binding upon and inure to respective heirs, legal representatives, assignees and/or successors of the parties hereof.

The Buyer agrees to submit to arbitration under the rules of the INTERNATIONAL CHAMBER OF COMMERCE (article 48 and 49 of ICC 55) should any dispute occur. This agreement will become an integral part of the sale and

purchase contract agreement as soon as the contract becomes valid and signed. All signed copies of this agreement including facsimile transmissions thereof shall be considered legally binding documents. I hereby agree and guarantee to irrevocably instruct my bank to pay in favor

of the beneficiaries the amount in USD as stated by the percentage commission discount payable against each name below. The Consultant Fees

will be paid by., as the MAIN PAYMASTER for the Seller and Buyer side Intermediaries: the commission split will be as follows:

The MAIN PAYMASTER, upon receipt of funds, agrees to pay the Consultant Fee against each name listed below:

GROUP A: 37.5 % discount approved by PDVSA.

BENEFICIARY ACCOUNT Nro: 7 5 0 1 5 0 5 9 0 6

BENEFICIARY NAME: ALEXIS OROPEZA

CÉDULA DE IDENTIDAD: 4.723.714

PASSPORT: 4.723.714

BENEFICIARY BANK: COMMERCE BANK

DIRECCIÓN: ALHAMBRA CIRCLE, SWIT 212,
CORAL GABLES.,
FL.33134.

ABA: 0 6 7 0 1 0 5 0 9.

GROUP B: 7. 5% discount approved by PDVSA.

BENEFICIARY ACCOUNT Nro: 12.88.725 USD

BENEFICIARY NAME: JAIRO DE JESUS LONDOÑO CASTAÑO

PASSPORT: 1 9 3 5 9 3 9 0

LIBRETA NRO: A H 0 0 0 0 1 8 REPUBLICA DE

COLOMBIA BENEFICIARY

BANK: RBTT BANK ARUBA N.V.

DIRECCIÓN: ITALIESTRAAT 36. ORANJESTAD.
ARUBA. NV.

BENEFICIARY BANK SWIFT ADDRESS: R B T T A W A W

CORRESPONDED BANK: BANK WACHOVIA. NEW YORK.

CORRESPONDES SWIFT ADDRESS: P N P B P U S 3 N N Y C.

CORRESPONDED BANK : BANK WACHOVIA NEW YORK.

ROOTING CODE: 0 2 6 0 0 5 0 9 2

BANK OFFICER: JHON ELOY ARENDS

EMAIL: jhoneloy.arends@aw.rbtt.com