

IRREVOCABLE MASTER FEE PROTECTION

IRREVOCABLE PAYMENT ORDER

THIS PAY ORDER CONSISTS OF 7 (SEVEN) PAGES AND CONSTITUTES A GUARANTEED, UNCONDITIONAL AND NON-RETRACTABLE IRREVOCABLE PAYMENT ORDER AND IS ISSUED TO:

I, the undersigned, xxxxxx citizen of United State the passport No. xxxxxxxxxx, and acting as President of Gulfstream., as evidenced in the Company's incorporation public deed No. xxxxxx, dated xxxxxxxx, granted before Notary Public, in xxxxxx, on this xxx 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:	150.000 MT per Month
Duration:	12 Months and extensions
Pricing:	Approved by PDVSA
Delivery:	FOB
Buyer's Name:	Gulfstream
Seller's Name:	PDVSA
Consultant Fee	0.28 USD per Gallon

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 commission 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 commission 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 Gulfstream., 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: CONSULTANT FEE: 0.13 USD PER GALON

BENEFICIARY NAME: OSWALDO MENDEZ MENDEZ
PASSPORT: 1.949.118
CEDULA DE IDENTIDAD: 5.167.681
NAME BANK:
ACCOUNT No.

ABA:

OFFICER BANK:

ADDRESS:

GROUP B: CONSULTANT FEE: 0.03 USD PER GALON

BENEFICIARY NAME: BLANCA OMAIRA GOMEZ
PASSPORT: BO930366
CEDULA DE IDENTIDAD: 3.621325
NAME BANK: WASHINGTON MUTUAL BANK
ACCOUNT No. 0973020789
ABA: 267084131

OFFICER BANK:

MARINA COAKEY

ADDRESS:

GROUP C: CONSULTANT FEE: 0.04 USD PER GALON

BENEFICIARY ACCOUNT Nro: 109308561
BENEFICIARY NAME: JOSUE MOROS PUENTES
BANK OFFICER: CARMEN KUNZ
C.I. No.. V- 3.430.653
PASSPORT: 3.430.653
BENEFICIARY BANK: CITY BANK, N.A. NEW YORK
ADDRESS: LUGANO - SUIZA
BANK: BSI, AG. LUGANO SUIZA
SWITF: B S I L C H 2 2

BENEFICIARY: 9 1 2 9 2 H U A S C A R A P I

GROUP D: CONSULTANT FEE: 0.01 USD PER GALON

BENEFICIARY NAME: JOSE OMAR UMANA SUAREZ
PASSPORT: 4.627.864
CEDULA DE IDENTIDAD: 4.627.864
NAME BANK:
ACCOUNT No.
ABA:

OFFICER BANK:
ADDRESS:
GROUP E: CONSULTANT FEE: 0.01 USD PER GALON

BENEFICIARY NAME: ANTONIO FELIPE BUENO DUQUE
PASSPORT: 2.875,022
CEDULA DE IDENTIDAD: 2.875.022
NAME BANK:
ACCOUNT No.
ABA:
OFFICER BANK:
ADDRESS:
GROUP F: CONSULTAN FEE: 0.02 USD PER GALON

BENEFICIARY NAME: LUIS HUMBERTO FERNADEZ SAYAGO
PASSPORT: 3.308.777
CEDULA DE IDENTIDAD: 3.308.777
NAME BANK:
ACCOUNT No.
ABA:
OFFICER BANK:
ADDRESS:

GROUP G: CONSULTAN FEE: 0.04 USD PER GALON

BENEFICIARY NAME: CLAUDIO ALBERTO ALBARRACIN MISTAJE
PASSPORT: 4.882,864
CEDULA DE IDENTIDAD: 4.882.864
NAME BANK:
ACCOUNT No.
ABA:
OFFICER BANK:
ADDRESS: