

LETTER OF INTENT – L.O.I.

DATE OF ISSUE :
SELLER : **ALL PLANET SERVICE LTD.**
E-MAIL : **allplanet.service@gmail.com**
ATTN : **Mr. Carmine GIOVANNITTI**
SELLER'S CODE :
TRANSACTION CODE :
BUYERS CODE :

I, _____, THE UNDERSIGNED, ACTING ON BEHALF OF THE COMPANY(NAME AND ADDRESS) _____, REGISTERED IN THE _____, WITH THE NR. _____ WITH FULL CORPORATE AUTHORITY AND LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY HEREBY CONFIRM THAT WE ARE READY, WILLING AND ABLE TO PURCHASE THE FOLLOWING BONDS DESCRIBED HEREIN WITH GOOD, CLEAN, CLEAR OF ANY LIENS AND ENCUMBRANCES, FREELY TRANSFERABLE UNITED STATES DOLLARS OF NON-CRIMINAL ORIGIN BASED ON THE TERMS AND CONDITIONS STATED HEREIN :

BONDS Particulars:

Instruments : **DEBENTURES (BONDS)**
Currency : Cruzeiros
Issued by : Brazilian Company "PETROLEO BRASILEIRO S.A. – PETROBRAS"
Quantity of titles : Nr.
Tranches : First Tranche of Nr. tiles
Subsequent Tranches: To be agree with separate letter
Issuing Serial : 3 and/or 4 and/or
Invoice Price: : US\$ (.....United States Dollars)
for every bond
Consultant Fee : 1% of face value to be split 50/50 (Fifty-fifty)
between BUYER's side and SELLER's side
Mode of Purchase : with sell – buy contract
Delivery : delivery of the original bonds to be agree with separate
letter
Mode of Payment : Bank responsible conditional SWIFT MT 103/Field 23
payment as instructions.

Transaction Procedures

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Letter of Intent

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1. BUYER issues and delivers a fully signed Letter of Intent to the SELLER with banking details, Corporate Resolution, Color copy of passport, Fee Protection Agreement, Client information form.
2. The SELLER signs and initials this Letter of Intent in acceptance of, adds SELLER's banking coordinates and returns this document to the BUYER, thus establishes a full Sell - Buy Contract between the two (2) parties.
3. SELLER shall e-mail message to the BUYER its' Corporate Invoice. The Corporate Invoice shall include LIST OF THE TITLES, COPY OF ONE BOND AND COPY OF THE APPRAISAL OF THE BONDS.
4. The BUYER signs the invoice for acceptance and returns it to the SELLER.
5. BUYER shall call the SELLER to set up a window time for the purpose of each side confirming any detail required for the delivery of the bonds and the BUYER's subsequent payment.

THE BUYER'S AND SELLER'S BANKING COORDINATES WILL BE COMMUNICATED WITH SEPARATE LETTER.

Improper release of the above Banking information, for any reason, without the written prior authorization of other party, shall be considered as a Breach of contract and will make a defaulted Party to be actionable for Damages sustained hereby.

Other Conditions

1. This transaction is for the purchases of Bonds conducted between the principal entities.
2. This transaction constitutes a private placement for the purchase of Bonds conducted between the parties identified herein and as such it shall not be interpreted as a Securities transaction as interpreted or described in the United States Securities Act of 1934 as amended, or by the law of any other nation.
3. The parties herein agree the non-circumvention / non-disclosure rules of all issues from ICC, and the latest edition shall apply to the transaction for a period of (5) five years from the date of execution of this agreement by the undersigned, his/her assigns, agents, and / or heirs. This NC/ND also applies to any and all other transactions direct of indirect. Regarding this transaction and its possible extension and roll over, each Party and their respective intermediaries warrant not to reveal the Banking Coordinates, provided herein, to any individual or institution other than those Banking Officers necessary for completion of this transaction.

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4. Upon the SELLER signing and returning this L.O.I. to the BUYER, this L.O.I. will become Full Recourse Commercial Commitment governed by the laws of the countries in which both BUYER and SELLER reside and stand under ICC 458 rules and regulations, whichever the Bonds called for applies.
5. Each party to this L.O.I. represent that it has Full Legal authority to execute this Agreement and that each party agrees to be bound by Terms and Conditions set forth herein each Party agrees that this L.O.I. may be executed simultaneously by and between Parties via e-mail or Facsimile Transmission which should be deemed as Original. All statements made by either party are under penalty of perjury.
6. SELLER warrants that the bonds offered are free, unencumbered, clean and cleared, of non-criminal origin and must be Transferable and BUYER warrants that the funds are clean, clear, unencumbered and of non-criminal origin.
7. Parties are not allowed to contact the other party's bank without expressed written permission. Any party attempting to do so will lead to cancellation of the transaction.
8. The terms of this L.O.I. are binding upon the parties and their respective successors and assigns, as the case may be when executed by both parties.
9. This L.O.I. is subject to the relevant international laws for any fraudulent action, and such actions will be punished by law.
10. After confirming, by signature and seal, this Letter of Intent (L.O.I.) will be follow by an effective official of sell buy agreement. Each party holds one of the effective Agreement /Contract.
11. The Parties agree to settle any dispute arising between them on an amicable manner. In the event of failure to an amicable settlement, the Parties agree to submit any irreconcilable to ICC office by three arbitrary appointed in accordance with ICC rules.
12. The Consultant Fee shall be paid in accordance with the Terms and Conditions as stated in the Fee Protection Agreement, all of which shall become an integral part of the Agreement. The fee shall be integrally paid for each and every tranche directly from the BUYER's Bank and non-ROUTE through any other agent, Mandate and representative of the BUYER. Each Pay master Payment is responsible for distribution of their respective fees.
13. In the event that one of the articles or addendum of this L.O.I. is considered void and enforceable, the whole L.O.I. is considered enforceable and ceases to exist. The Parties shall in good faith negotiate with any possible correction to the above event in order to prevent the dissolution of the entire Agreement.

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BY SIGNING THIS LOI, BOTH PARTIES AGREE UNDER THE LAWS AND TRADING GUIDELINES SET FORTH BY THE ICC THAT THEY ARE READY, WILLING AND ABLE TO COMPLETE THIS TRANSACTION UNDER THE TERMS AND CONDITONS STATED WITHIN THIS LETTER OF INTENT.

THIS LETTER OF INTENT IS SIGNED AND PRESENTED ON THIS DAY OF 2007 AND IF UNACCEPTED SHALL EXPIRE AT 5:00 PM EASTERN TIME ON THE DAY OF 2007.

FOR AND ON BEHALF OF BUYER GROUP:

COMPANY NAME: :
NAME, TITLE:
PASSPORT#:
COUNTRY:

FOR AND ON BEHALF OF SELLER :

SELLER'S NAME:
NAME, TITLE:
PASSPORT #:
COUNTRY:

Initials

Initials _____