



CLEAN CARIBBEAN & AMERICAS

2381 Stirling Road
Ft. Lauderdale, Florida 33312-6608
TEL: (954) 983-9880
FAX: (954) 987-3001

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ChevronTexaco Corporation
ConocoPhillips
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ExxonMobil Inter-America Inc.
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*Petroleum Company of Trinidad and
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Petro-Tech Peruana S.A.
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Repsol E&P IT Ltd.
Repsol YPF Cuba, S.A.

Statia Terminals N.V.
Statoil Venezuela AS
West Indies Oil Company, Ltd.

February 21, 2007

Mr. Marcus Lisboa
Petrobras
Av. Almirante Barroso 81 – 23 andar – 20031-004
Rio de Janeiro, RJ, Brasil

Re: 1. Extension of CCA Sale Agreement
2. Powers of Attorney

Dear Marcus:

I have enclosed another set of documents to extend the Sale Agreement previously executed between Petrobras and CCA which expired on August 31, 2006.

1. **Extension of Sale Agreement:** We have prepared an Amendment to the Sale Agreement to extend the contract until August 31, 2010. We ask that you have this Amendment signed by an appropriate individual within your company and return one copy to us.
2. **Powers of Attorney:** We have also prepared Power of Attorney (POA) forms with an expiration date of August 31, 2010, to coincide with the expiration of the Sale Agreement, and we ask that you have these forms properly executed and returned to us along with the Sale Agreement Amendment;
 - A. Power of Attorney (Initiators) - provides CCA a list of your company's (& affiliates') personnel who are authorized to execute documents and commit funds on behalf of your company when mobilizing and purchasing CCA equipment.
 - B. Power of Attorney (Export) - authorizes the CCA to execute shipping documents on your behalf in the event you do not have a local representative or agent available in the South Florida area.

We thank you for your prompt attention to these very important documents. If you have any questions, please let us know.

Sincerely,

Pam Saidon
Administrative Assistant

/pks
Enclosures

POA: (Initiators)

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY effective as of September 1, 2006, **Petroleo Brasileiro S.A.**, a corporation duly incorporated and existing under the laws of Brasil (hereinafter called the "Corporation"), hereby constitutes and appoints those individuals identified on **Exhibit A**, attached hereto and made a part hereof for all purposes, as the true and lawful attorneys of the Corporation to serve, in every place for and in the name of and on behalf of the Corporation, and to initiate, do and execute all acts or documents necessary in connection with the purchase, activation, deployment, transport, exportation and rapid deployment of inventory and equipment of the Clean Caribbean Corporation, by or on behalf of the Corporation, or one of its affiliate corporations. Without limiting the generality of the foregoing, said attorneys are authorized to do the following:

1. To modify, execute and deliver any and all agreements, certificates, applications or other instruments necessary in connection with the above authority.
2. Generally to do, execute and suffer every such other act, deed, writing, matter or thing on behalf of and for the Corporation and in its name as the Attorneys think necessary or expedient in the execution of the powers and authorities hereby conferred.
3. To acknowledge this Power of Attorney in the name of and as the act and deed of the Corporation; to register and record the same in the proper office or registry of any jurisdiction; and to initiate and procure to be done any and every other act and thing whatsoever which may be in any way requisite or proper for authenticating and giving full effect to this Power of Attorney according to the law and usages of any jurisdiction as fully and effectually as could the Corporation.

From time-to-time the Corporation may remove or replace any individual listed on **Exhibit A**, attached hereto, or appoint a substitute to those individuals listed on **Exhibit A**, attached hereto, with the authority to exercise all or any of the powers conferred by this Power of Attorney upon such terms as the Corporation deems appropriate, and to further amend such powers, or remove any such substitute or replacement at the pleasure or discretion of the Corporation.

The Corporation covenants for itself and its successors to ratify whatever the Attorney(s) or the lawful substitute or substitutes may legally do or cause to be done by virtue of this Power of Attorney.

This Power of Attorney shall be effective as of September 1, 2006; and shall remain in effect until August 31, 2010, or until sooner revoked.

IN WITNESS WHEREOF, the Corporation has caused this Power of Attorney to be signed by one of its duly authorized corporate officers, attested and sealed as indicated below.

SIGNED, SEALED AND DELIVERED)

) **Petroleo Brasileiro S.A.**

) By: JAYME DE SETH FILHO

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Title:

Attest
By:

Title:

**Exhibit A
to
Power of Attorney
for
Initiators
for the
Clean Caribbean Corporation**

Authorized Individuals:

Please list full name, title, company name (or affiliate), address, telephone & fax numbers for each individual.

Exhibit A
to
Power of Attorney
for
Initiators
for the
Clean Caribbean Corporation

Authorized Individuals:

Please list full name, title, company name (or affiliate), address, telephone & fax numbers for each individual.

- 1 - RICARDO SANTOS AZEVEDO
C.E.O
PHONE: 55 21 3229-1462
MOBILE: 55 21 9811-0426
FAX: 55 21 3229-1346
- BEATRIZ NASSUR ESPINOSA
GENERAL MANAGER
PHONE: 55 21 3229-1460
MOBILE: 55 21 9462-5555
FAX : 55 21 3229-1346
- JAY ME DE SETA FILHO
CONTINGENCY MANAGER
PHONE: 55 21
MOBILE: 55 11 9986 4655
FAX :
- MARCO JOSÉ DE MACEDO SOTOMAI
CONTINGENCY SOTOMAI MANAGER
PHONE: 55 21 3229 1299
MOBILE: 55 21 8131 7459
FAX : 55 21 3229 1346

5- MARCUS VINICIUS LISBON BRANDÃO

TECHNICAL ADVISOR

PHONE: 55 21 3229-1294

MOBILE: 55 21 9978-9090

FAX: 55 21 3229-1346

- ISSAC RAFAEL WEGNER

TECHNICAL ADVISOR

PHONE: 55 21 3229-1300

MOBILE: 55 21 9811-0428

FAX: 55 21 3229-1346

- TEOFONES ELIAS

ENVIRONMENT MANAGER

PETROBRAS AMERICA - HOUSTON

PHONE: (713) 808 2491

MOBILE: (832) 283-1049

FAX: (713) 808-2004

- THERA VIEIRA

HSE ADVISOR

PETROBRAS AMERICA - HOUSTON

PHONE: (713) 808-2497

MOBILE: (7)

FAX: (713) 808-2497

POA: (Export)

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY, effective as of September 1, 2006, **Petroleo Brasileiro S.A.**, a corporation duly incorporated and existing under the laws of Brasil (hereinafter called the "Corporation"), hereby constitutes and appoints:

Paul A. Schuler, President and General Manager of the Clean Caribbean Corporation ("Primary Attorney"); or in his absence or stead, **H. R. Przelomski**, Vice President of the Clean Caribbean Corporation ("Secondary Attorney), or **Mike Gass**, Vice President of the Clean Caribbean Corporation ("Secondary Attorney") to serve as the true and lawful attorneys of the Corporation in matters pertaining directly and specifically to the exportation, packaging, shipment and transportation of Clean Caribbean Corporation equipment and inventory purchased by or on behalf of the Corporation, and in such capacity, to do and execute all acts strictly necessary in connection with the exportation and deployment of said inventory and equipment to international locations within or contiguous to the Caribbean Sea, Southern Atlantic Ocean or Gulf of Mexico, and without limiting the generality of the foregoing, to do the following acts:

1. To modify, execute and deliver any and all export agreements, certificates, applications or other instruments pertaining expressly and strictly to the exportation and deployment of Clean Caribbean Corporation inventory and equipment, which has been purchased by or on behalf of the Corporation, and which is being transported or deployed to an international location within the area described above.
2. To acknowledge this Power of Attorney in the name of and as the act and deed of the Corporation; to register and record the same in the proper office or registry of any jurisdiction contiguous to or within the Caribbean Sea, South Atlantic Ocean or Gulf of Mexico, and to procure or proceed with any and every other act and thing whatsoever which may be in any way requisite or proper for authenticating and giving full effect to this Power of Attorney according to the law and usages of any jurisdiction, as fully and effectually as could the Corporation, for the purposes stated herein.

The Corporation covenants for itself and its successors to ratify whatever the Attorneys (either the Primary Attorney or the Secondary Attorney) may legally do or cause to be done by virtue of this Power of Attorney, within the limits of authority specified herein.

This Power of Attorney shall be effective as of September 1, 2006; and shall remain in effect until August 31, 2010, or until sooner revoked.

IN WITNESS WHEREOF, the Corporation has caused this Power of Attorney to be signed by one of its duly authorized corporate officers, attested and sealed as indicated below.

SIGNED, SEALED AND DELIVERED) **Petroleo Brasileiro S.A.**
) **By: JAYME DE SOTA FILHO**
)
)
)
) _____
) Title:



Attest
By:

Title:


Amendment No. 1 to CCA Contract No. C01-12
Effective 09/01/06
Page 1 of 1Duplicate Original**CONTRACT AMENDMENT**

It is hereby agreed between the Clean Caribbean Corporation d/b/a Clean Caribbean & Americas ("CCA") and Petroleo Brasileiro S.A., ("Purchaser") that the provisions of the Clean Caribbean Corporation Sale Agreement, Contract No. C01-12, dated to be effective as of June 1, 2001, be amended as follows:

Article II, Paragraph 2.1 – Term – is hereby replaced with the following:

2. Term. Subject to Section 9.13 hereof, this Agreement shall be effective as of September 1, 2006 and shall terminate on August 31, 2010 (the "Term"), unless earlier terminated pursuant to Sections 2.2 and/or 2.3 hereof.

Except as modified hereinabove, all other terms and conditions of Contract No. C04-13 shall remain in full force and effect.

Clean Caribbean CorporationBy: Name: Paul A. SchulerTitle: PresidentDate: February 21, 2007**Petroleo Brasileiro S.A.**By: Name: JAYME DE SETA FILHO

Title: _____

Date: _____