

**PETITION FOR PREJUDGMENT GARNISHMENT ON REAL PROPERTY
(PURSUANT TO ART. 725 CCP) AS WELL AS PETITION FOR
PREJUDGMENT GARNISHMENT AGAINST THIRD PARTIES (PURSUANT
TO ART. 718 CCP)**

To the Honorable Summary Trial Judge
of the Court of The Hague

The Court is respectfully notified by:

Petitioner, the company incorporated under the law of the Isle of Man called **LLANOS OIL EXPLORATION LTD.**, having its principal place of business in Bogotá D.C. (Republic of Colombia), hereby choosing domicile in (1076 DA) Amsterdam at Peter van Anrooystraat 7, at the office of Lexence N.V., of which office F.H.J. van Schoonhoven, Esq., deals with the matter as the attorney (with the right of substitution) and files the current petition;

This petition is made against:

1. The company incorporated under the law of Colombia called **ECOPETROL S.A.**, having its principal place of business in Bogotá D.C. at Carrera 7 no. 37-65 in the Republic of Colombia.
2. The **REPUBLIC OF COLOMBIA**, domiciled in Bogotá D.C. at Transversal 45 No. 26-86 CAN in the Republic of Colombia;

Background

1. On November 14, 2002, a concession agreement was concluded between Petitioner ("**Llanos Oil**") and Respondent sub 1 ("**Ecopetrol**"). In accordance with said agreement, Llanos Oil obtained the exclusive right to perform oil and gas exploration and production activities in an area called Guatapurí in the Cesar department in Northeastern Colombia (the "**Guatapurí Agreement**"). The agreement was entered into for a 28 year term.

2. Llanos Oil is a company incorporated under the law of the Isle of Man and is run by Dutch brothers Hendrik and Alvert van Bilderbeek. Llanos Oil mainly has Dutch investors.
3. Ecopetrol is a Colombian state company given responsibility by the government of Colombia for oil and gas management in Colombian soil. In this capacity, Ecopetrol concludes private contracts with third parties.
4. Pursuant to Article 2.1 sub b of the *United Nations Convention on Jurisdictional Immunities of States and Their Property*, Ecopetrol is considered an instrument of the government of Colombia as it is in charge of managing the natural resources over which a state has sovereignty. The oil and gas in the country's soil are state property. Therefore, Llanos Oil de facto entered into an agreement with the Respondent referred to under 2 ("**Colombia**").
5. The facts and circumstances based on which the Guatapurí Agreement was concluded and the way Ecopetrol is acting, also expressly show how closely the Republic of Colombia and Ecopetrol are interwoven.

For further substantiation of the equation and other legal and actual issues, please refer to the draft summons (Exhibit 1).

Termination of the Guatapurí Agreement

6. On July 23, 2003, Luis Eduardo Peña, in his position of Vice President of Exploration and Production, terminates the agreement with Llanos Oil on behalf of Ecopetrol. Llanos Oil would have failed to comply with the contractual obligation to provide a security of \$ 2,500,000.00 as a guarantee for the investments in the first year of exploration.
7. As referred to in the summons, the termination of the Guatapurí Agreement is unfounded and Llanos Oil did comply with its obligation to provide a security of \$ 2,500,000.00
8. In addition, pursuant to Ecopetrol's legally established contract manual, the Vice President of Exploration and Production was not

9. Furthermore, the fact and circumstances under which the Guatapurí Agreement was terminated show that the government of Colombia had the resolute intention to terminate the Guatapurí Agreement with Llanos Oil in order to transfer the contractual rights to US coal company Drummond Ltd. According to Colombian law, this constitutes a wrongful act.

Position of Colombia

10. The government of Colombia and Ecopetrol cannot invoke immunity for their actions pertaining to the Guatapurí Agreement.
11. The government of Colombia and Ecopetrol concluded a private contract with Llanos Oil and are as such on equal terms in the relationship between contracting parties. Under said circumstances, a government and its agencies cannot invoke immunity (Sup. Court October 26, 1973, NJ 1974/361, Sup. Court December 22, 1989, NJ 1991, 70 and Sup. Court May 28, 1993, NJ 1994/329).
12. The government of Colombia entered into a contract with Llanos Oil through Ecopetrol. Pursuant to Colombian decree 30 of 1951, Ecopetrol is an industrial and commercial state company subject to Colombian private law. In Art. 93 of the 1998 Colombian act 489, it is further established that the actions of industrial and commercial state companies are subject to Colombian private law with respect to their industrial, commercial and economic activities. The Guatapurí Agreement must therefore be deemed a commercial private agreement.
13. In addition, the government of Colombia and Ecopetrol concluded a contract with a foreign company, and as a result an international

agreement was created. When a government concludes an international agreement, it must be deemed that it will waive the immunity to which it is entitled (Art. 2 of the European agreement pertaining to the immunity of states).

14. Further to the above, it can be concluded that, by means of the Guatapurí Agreement, the government of Colombia acted as a private party and as such waived the immunity to which states are entitled with respect to pure government actions. Therefore, neither the principles of international and/or public law nor the provisions of Netherlands procedural law prevent the right of Llanos Oil to secure its claim described below against Colombia and Ecopetrol by means of prejudgment garnishment (against third parties).

The Claim

15. The government of Colombia / Ecopetrol are in breach of contract by unilaterally terminating the Guatapurí Agreement while Llanos Oil had complied with all contractual conditions. In addition, the basis on which Ecopetrol cancelled the agreement does not justify termination. As a result of the breach of contract, the government of Colombia and Ecopetrol are liable for the damages suffered and to be suffered by Llanos Oil as a result of the termination of the Guatapurí Agreement.
16. According to Colombian private law, the government of Colombia and Ecopetrol are guilty of abuse of power by not observing Ecopetrol's internal rules and regulations pertaining to contracts with third parties. On this ground, the government of Colombia and Ecopetrol are also liable for the damages suffered by Llanos Oil as a result of the termination of the Guatapurí Agreement.
17. In addition, the actions of the government of Colombia and Ecopetrol pertaining to the termination of the Guatapurí Agreement must be deemed unlawful as they were committed knowingly and in a dishonest way and were only intended to allow the US company Drummond Ltd. to take over the rights from the agreement. On this ground, the government of Colombia and Ecopetrol are also liable for the damages suffered by Llanos Oil as a result.

Damages

18. As a result of the termination of the Guatapurí Agreement, Llanos Oil suffered damage consisting of the investments made for the Guatapurí Agreement as well as the loss of the income it would have received if it had been able to continue its activities under the Guatapurí Agreement. In particular, the latter loss item is huge. In the Guatapurí area, it has been proven there are large oil and gas reserves. The damages are currently estimated at \$ 7,610,650,000.00, which corresponds with € 5,587,922,170.00. When increasing this amount by 30%, this results in an amount of € 7,264,298,821.00.

Petition for prejudgment garnishment on real property

19. To secure the claims against Colombia referred to in paragraph 15 et seq., Llanos wishes to have prejudgment garnishment levied on the real property mentioned below owned by Colombia:
- the real property located in (2243 CX) Wassenaar at Stoeplaan 25, recorded in the land register as municipality of Wassenaar lot H 878;
 - the real property located in (2243 CX) Wassenaar at Stoeplaan, recorded in the land register as municipality of Wassenaar lot H 888;

Public service

20. The real property which Petitioner wishes to seize is an official residence owned by Colombia. It could be doubted whether activities can be performed in an official residence for the public duties for Colombia. If and in so far as such activities take place in the official residence, they shall not be made impossible as a result of a prejudgment garnishment. Therefore, there is no prohibition of seizure as referred to in Article 703 of the Civil Code. In this respect, Petitioner explicitly refers to legal ground 3.6 of the judgment of the Summary Trial Judge of your Court dated August

10, 2006, KG 06/839 pertaining to the attachment of the Kenyan embassy:

"However, it is important that representing Kenya in the Netherlands is not made impossible by said attachments. In this situation, it cannot be said that this real property is affected by the prohibition of Article 703 of the Civil Code" (Exhibit 2)

Fear of embezzlement

21. As Colombia does not have a known residence in the Netherlands, it is not necessary to prove fear of embezzlement pursuant to Article 765 of the Civil Code.

Request for prejudgment garnishment

22. To secure the claims against Colombia and Ecopetrol referred to in paragraph 15 et seq., Llanos also wishes to have prejudgment garnishment levied against the following, and has the right and an interest to do so:
- (a) **ING Bank N.V.**, having its registered office in Amsterdam at Amstelveenseweg 500,
 - (b) **ABN AMRO Bank N.V.**, having its registered office in Amsterdam at Gustav Mahlerlaan 10,
 - (c) **SNS Bank N.V.**, having its registered office in Utrecht at Croeselaan 1,
 - (d) **Postbank N.V.**, having its registered office in Amsterdam at Haarlemmerweg 506,
 - (e) **Fortis Bank (Nederland) N.V.**, having its registered office in Rotterdam at Blaak 555,
 - (f) **F. van Lanschot Bankiers N.V.**, having its registered office in 's-Hertogenbosch at Hooge Steenweg 27-31,

- (g) **JPMorgan Chase Bank N.A.**, having its registered office in Amsterdam at Strawinskylaan 3035,
- (h) **Bank of America N.A.**, having its registered office in Amsterdam at Herengracht 469,
- (i) **Citibank International PLC**, having its registered office in Schiphol Airport at Schiphol Boulevard 257, Tower D, 8th Floor,
- (j) **Société Générale Bank Nederland N.V.**, having its registered office in Amsterdam at Amstelplein 1,
- (k) **BNP Paribas Nederland**, having its registered office in Amsterdam at Herengracht 477,
- (l) **Santander Consumer Finance Benelux B.V.**, having its registered office in Houten at Kokermolen 1-14,
- (m) **Royal Dutch Shell plc**, having its registered office in The Hague at Carel van Bylandtlaan 30,
- (n) **ExxonMobil Benelux Holdings B.V.**, having its registered office in Breda at Graaf Engelbertlaan 75,
- (o) **BP Nederland B.V.**, having its registered office in Capelle aan den IJssel at Rivium Boulevard 301.

on all claims the Respondents have against the above mentioned third parties and/or will obtain under an already existing legal relationship (including monetary claims which will arise against the above mentioned third parties by virtue of the existing credit agreements) and/or on all movable property, non-registered property and bearer and/or order rights held by the above mentioned third parties, belonging to Respondents, and/or on the share of Respondents, in the collective deposit of securities held by the above mentioned third parties as defined in the Wet Giraal Effectenverkeer (Dutch Securities Book-Entry Transfer Act).

Claim in the principal action

23. Llanos Oil requests that the term where the claim in the principal action must be brought be established at six months, in view of the nature and the extent of the claim as well as the nature of the Respondent and the complexity of the matter.

Jurisdiction

24. Pursuant to Art. 700, first paragraph of the Civil Code Your Honor has jurisdiction regarding this petition.

NOW THEREFORE:

Petitioner requests the Court to:

- (1) Estimate its claim against each Respondent (including interest and expenses) at EUR 7,000,000,000.00 (in words: seven billion Euros);
- (2) Grant permission regarding the claim so estimated against the Respondents to:
 - (a) have prejudgment garnishment levied on the real property referred to in paragraph 19 of this petition;
 - (b) have prejudgment garnishment levied against the third parties referred to in paragraph 22;
- (3) Declare the requested order enforceable at any time.

Amsterdam, October 16, 2008

Attorney

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Permitted as requested, establishing the amount for which permission is granted, including interest and expenses, at EUR

(in words: _____ Euros),

provided that the claim in the principal action is brought within _____ days after the first attachment.

Amsterdam, this _____ day of October, 2008

The Summary Trial Judge

This matter is handled by F.H.J. van Schoonhoven, Esq., of Lexence N.V., Peter van Anrooystraat 7 (1076 DA Amsterdam), tel: +31 (0)20-5736 745 fax: +31 (0)20-5736 895.