

DRAFT

Today, the two thousand and nine,
on the instructions of the company incorporated under the law of the Isle of Man **LLANOS OIL
EXPLORATION LTD.**, electing domicile for the purposes of this case at (1076 DA) Amsterdam,
Peter van Anrooystraat 7, at the offices of Lexence N.V., whose F.H.J. van Schoonhoven is acting
as counsel in dealing with the substance of this case (with a right of substitution)

ISSUE A SUMMONS IN SUMMARY TRIAL PROCEEDINGS AGAINST:

the public limited company **ABN AMRO BANK N.V.**, having its Registered Office and business
address at (1082 PP) Amsterdam, Gustav Mahlerlaan 10,

IN ORDER TO:

enter appearance personally or by means of counsel on [date] at [time] hours in the afternoon at
the public civil session of the District Court in Amsterdam in one of the court chambers of the
Court Building at Parnassusweg 220, (1076 AV) Amsterdam;

WITH AN INTIMATION:

that the Defendant, on entering appearance, will be due court fees of €262.00, against which a
reduction may be claimed in the event of inability or reduced ability to pay them;

that the Defendant may only respond verbally at this verbal hearing; filing written defenses or
applications for postponement are not admissible;

that, if the Defendant does not enter appearance at this verbal hearing, and if the prescribed time
limits and formalities have been observed, the Court will award decree in absence against it and
admit the claim, unless this appears to the Court to be unlawful or unfounded;

FOR THE PURPOSE:

of hearing the Plaintiff's demands and pleas at that time, as follows:

The facts

Llanos Oil - Ecopetrol

1. The plaintiff (hereafter “**Llanos Oil**”) is a company incorporated under the law of the Isle of Man. One of the directors of Llanos Oil is the Dutchman Albert van Bilderbeek, and the company also has a number of Dutch stockholders.
2. The work of Llanos Oil has consisted primarily in the past few decades of gas and oil exploration in the interior of Colombia. In the context of this work, Llanos Oil has entered into various concession agreements with the Colombian State business Ecopetrol S.A. (hereafter “**Ecopetrol**”). Under these concession agreements, Llanos Oil obtained the exclusive right to undertake exploration work for gas and oil within a defined territory in Colombia.
3. At the end of 2002, Llanos Oil concluded a concession agreement with Ecopetrol in relation to an area called Guatapuri in the Cesar district of north-east Colombia (the “**Guatapuri Agreement**”). The agreement was concluded for a duration of 28 years.
4. Without any legal foundation, Ecopetrol illegally terminated this concession agreement on July 23, 2003 – less than 6 months after the agreement came into effect – and made it physically impossible for Llanos Oil to undertake its exploration work.
5. Llanos Oil has sustained losses as a result of the unlawful termination of the Guatapuri Agreement.
6. Research by Llanos Oil has shown that there are large volumes of crude oil in the ground in the Guatapuri region. Llanos Oil contends that it has sustained losses in excess of €7 billion as a result of Ecopetrol’s unlawful termination of the Guatapuri Agreement.
7. Llanos Oil is aware that the State of Colombia and also Ecopetrol make use of the services of the Defendant (hereafter “**ABN AMRO**”) for the movement of their financial payments and for their banking affairs.

Third-party garnishment of October 22, 2008

8. In order to secure its claim against Ecopetrol, Llanos Oil sought leave from the summary trial judge in The Hague on October 17, 2008 for, amongst other matters, the imposition of a pre-judgment garnishment order in the hands of ABN AMRO (**Exhibit 1**). The summary trial judge granted the application on the same day (**Exhibit 2**).
9. On October 22, 2008, Llanos Oil imposed a pre-judgment garnishment order in the hands of ABN AMRO affecting all money, money’s worth and/or moveable property, not being registrable property, held by ABN AMRO and/or that it would or might acquire under a pre-existing legal relationship, or that it had or might have in its custody in terms of a pre-existing legal relationship, or that it owed or might owe to Ecopetrol (**Exhibit 3**).
10. ABN AMRO issued the following statement on November 19, 2008 in response to the imposition of the garnishment order (**Exhibit 4**): “*There exists or has existed a legal*

relationship between the signatory and the debtor. The legal relationship relates to a current account agreement (bank account and savings account, etc.).

At the time of the imposition of the garnishment, our books only contained accounts with a debit position. There is accordingly nothing covered by the garnishment and we are regarding this matter as being closed.”

11. In a letter of December 8, 2008, Llanos Oil asked ABN AMRO for further information and documents regarding the legal relationship between ABN AMRO and Ecopetrol in order to be able to assess for itself whether the garnishment had actually been ineffective (**Exhibit 5**).
12. In a letter of December 12, 2008, ABN AMRO once more sent a statement in relation to the pre-judgment garnishment of October 22, 2008 (**Exhibit 6**). This statement was a verbatim repetition of the earlier statement. An account statement was provided as an enclosure this time, however, mentioning – contrary to the bank’s statement that there was a current account agreement between the parties (“several accounts”) – only one guarantee account. The guarantee account was numbered [REDACTED] and showed a negative balance of US\$ 51,401,700.00.
13. On December 24, 2008, Llanos Oil wrote to ABN AMRO asking for a further explanation in relation to its contradictory statements (**Exhibit 7**). That letter remains unanswered.
14. As a supplement to or rectification of its statement of December 9, 2008, ABN AMRO sent Llanos Oil an unexpected letter on July 10, 2009 (**Exhibit 8**). In that letter, ABN AMRO States: *“At the time of the said garnishment order, there was no legal relationship between Ecopetrol S.A. and ABN AMRO Bank N.V. under which Ecopetrol S.A. had or could have had any (further) claim against ABN AMRO Bank N.V. The statement that there was a current account (bank account and savings account, etc.) between Ecopetrol S.A. and ABN AMRO Bank N.V. at that point was based on a misunderstanding or else miscommunication within the bank: on this point, the Bank hereby revokes its statement.”*
15. Llanos Oil knows from its own experience that the statement by ABM AMRO is incorrect. The legal relationship between Ecopetrol S.A. and ABN AMRO was not confined to just a guarantee account at the time of the garnishment order. Ecopetrol had [REDACTED] bank account (not being a guarantee account) with ABN AMRO, [REDACTED].
16. Llanos Oil knows this because [REDACTED] in connection with the concession agreements. This account was managed by ABN AMRO (or else on of its affiliates) and thus not by one of its foreign subsidiaries. [REDACTED] (**Exhibit 9**).
17. Against this background, Llanos Oil asked ABN AMRO on July 17, 2009 whether Llanos Oil should therefore also read the third-party statement in such a way that there was no legal relationship between ABN AMRO, including its branch offices anywhere in the world,

and Ecopetrol under which Ecopetrol had or might have any claim on the date in question (**Exhibit 10**). ABN AMRO confirmed that the statement should be read in this way on July 31, 2009 (**Exhibit 11**). The statements by ABN AMRO are accordingly wrong in not mentioning the said bank account in the United States.

Third-party garnishment of December 30, 2008

18. Llanos Oil imposed a new pre-judgment garnishment order in the hands of ABN AMRO, against Llanos Oil, on December 30, 2008. On January 27, 2009, ABN AMRO stated: *“There is no legal relationship whatsoever between the signatories and the debtor(s), nor has any such legal relationship existed, in terms of which the debtor(s) still had any claim against the signatory at the time of the garnishment, has such a claim now or might yet acquire such a claim”* (**Exhibit 12**).
19. Since Llanos Oil suspected that the statement by ABN AMRO was once more inaccurate, it undertook further investigations into the legal relationship between ABN AMRO and Ecopetrol [REDACTED]. [REDACTED] ABN AMRO was indeed indebted to Ecopetrol on December 30, 2008 – the date on which Llanos Oil imposed the garnishment order.
20. [REDACTED] that Ecopetrol had a positive balance of [REDACTED] in bank account [REDACTED] on December 30, 2008. This is the same bank account [REDACTED]. **Exhibit 13** is a [REDACTED] system of ABN AMRO, indicating the account holder (Ecopetrol), [REDACTED].
21. The ABN AMRO [REDACTED] also indicated that ABN AMRO was due Ecopetrol a sum of [REDACTED] on December 30, 2008 under the bank account [REDACTED]. **Exhibit 14** [REDACTED].
22. On September 9, 2009, Llanos Oil made contact with ABN AMRO and confronted the latter with the inaccurate statement of January 27, 2009 (**Exhibit 15**). Llanos Oil called upon ABN AMRO to adjust its statement of January 27, 2008 to reflect the truth, and to state that the garnishment of December 30, 2008 at least affected the money mentioned in paragraphs 16 and 17. That letter remains unanswered.

The statements are verifiably incorrect

23. The third-party statements issued by ABN AMRO are mutually inconsistent and verifiably incorrect.
24. Llanos Oil's position – that the third-party statements made by ABN AMRO are incorrect – is fortified by a statement made by [REDACTED], who [REDACTED] for ABN AMRO. [REDACTED] statement reads in part as follows (**Exhibit 13**):

“I know from my Colombian colleagues that Ecopetrol is a major “traditional commercial

customer” of ABN. In Colombia, Ecopetrol banks with the ABN via ABN AMRO Colombia S.A. (now the Royal Bank of Scotland S.A.). For more than 10 years, ABN has managed all of Ecopetrol’s international money flows via its affiliates and subsidiaries throughout the whole world.”

“If it is the position that the garnishment order included money and money’s worth of Ecopetrol at any branch of the ABN abroad, then my view is that money and/or money’s worth must have been affected by the garnishment either at ABN or at its foreign affiliates.”

25. [REDACTED] also backs up [REDACTED] conclusion by indicating that, whatever else, a “Letter of Credit” had been issued by ABN AMRO on behalf of Ecopetrol on the date of the garnishment, for one of Ecopetrol’s trading partners (the letter of Credit is attached as an enclosure with the statement). [REDACTED] that funds belonging to Ecopetrol, secured [REDACTED] ABN AMRO [REDACTED] the amount of the Letter of Credit on application by the beneficiary.
26. [REDACTED] of Ecopetrol, held by ABN AMRO on October 22, 2008 and December 30, 2008 were also affected by the pre-judgment garnishment orders imposed by Llanos Oil on those dates. ABN AMRO ought therefore to have disclosed the existence of these funds in its statements.

Legal grounds of claim

27. In terms of Articles 476a and 720 of the Netherlands Code of Civil Procedure (“NCCP”), a third-party garnishee is under an obligation to make a complete and detailed disclosure of the state of affairs in respect of all assets affected by the garnishment. In terms of Article 476a, NCCP, the third-party garnishee’s statement ought to include:
- “a. a reasoned statement of whether or not he is due anything to the garnishment debtor, or whether he will be due anything under a legal relationship existing at the date of the garnishment, or whether he holds anything for the debtor; b. the nature and extent of the claims affected by the garnishment and potentially the timing provisions or conditions associated with those claims.”*
28. ABN AMRO failed to observe this statutory obligation by failing to report, in its statements in response to the third-party garnishments of October 22, 2008 and December 30, 2008, [REDACTED], as well as the [REDACTED] held by ABN AMRO for [REDACTED]
29. ABN AMRO is accordingly obliged now to fulfill its statutory obligations as a third-party garnishee, and to make a true report of all claims it had against Ecopetrol on October 22, 2008 and December 30, 2008, or might obtain from Ecopetrol in terms of a legal relationship already in existence on October 22, 2008 or December 30, 2008,

accompanied by copies of such documents as would support such a report.

Urgency of interest

30. Llanos Oil is currently in a legal vacuum because of the incorrect statement by ABN AMRO. Llanos Oil knows that the garnishments affected assets of Ecopetrol in the hands of ABN AMRO. The result of a positive garnishment would be that it could now file the claim in the principal action against Ecopetrol with the Dutch courts, on the basis of Article 767, NCCP. It has been denied this option due to the incorrect statement made by ABN AMRO.
31. It is impossible for Llanos Oil to initiate proceedings against Ecopetrol in Colombia. It is denied the right to a fair legal process in Colombia. Llanos Oil is therefore required to divert to a different forum. The Dutch court is the appropriate court to approach for this, on the one hand because the Dutch company ABN AMRO holds assets belonging to Ecopetrol, or else did so on the dates of the garnishments, and on the other hand because of the close links between Ecopetrol and the Netherlands. Llanos Oil has an urgent interest in the third-party statements by ABN AMRO being adjusted to reflect the truth, so that it is no longer denied the opportunity of a fair legal process against Ecopetrol.
32. It is also the case that Llanos Oil has an urgent interest in attaining clarification about the assets of Ecopetrol that were affected by the garnishments. On that basis, Llanos Oil could assess whether proceedings against Ecopetrol would make sense. If there are no assets belonging to Ecopetrol against which Llanos Oil could effect a recovery, it will spare itself the trouble of lengthy and costly proceedings.

Statement procedure

33. It is not possible for Llanos Oil to dispute the statement by ABN AMRO in proceedings under Article 477a (the 'Statement procedure'). Such proceedings can only be initiated once an executorial title has been acquired.
34. Llanos Oil, however, can only acquire an executorial title in the Netherlands if ABN AMRO issues its third-party statement to reflect the true position, and acknowledges that the garnishment affected the assets of Ecopetrol held by ABN AMRO. If ABN AMRO acknowledges that the garnishment order achieved its purpose, the Dutch court would have jurisdiction to take cognizance of the claim in the principal action, via the path contained in Article 767, NCCP.
35. It is therefore impossible for Llanos Oil to dispute the statements by ABN AMRO via Article 477a, NCCP, as long as ABN AMRO persists in its position that the third-party garnishments failed to achieve their objectives. The current summary trial action is therefore the only way apparent to Llanos Oil for holding ABN AMRO to its obligations under Articles 476a and 720, NCCP, (see, on this option, decisions by the Summary Trial Court in Utrecht, 14 February 2007, JOR 2007/193; and the Court of Appeal in Amsterdam, 15 August 2008, LJN: BF7494)

Competence

36. The Summary Trial Judge at the District Court in Amsterdam has competence to take cognizance of the present dispute in terms of Articles 103 and 254, NCCP.

FOR WHICH REASONS

may it please the Honorable Summary Trial Judge at the District Court in Amsterdam to issue a verdict that is immediately enforceable:

Principally:

- I. ordering the Defendant, within two weeks after the service of this verdict, to submit a reasoned and truthful report on all claims that Ecopetrol S.A. had against the Defendant on October 22, 2008, or might have acquired by virtue of a legal relationship existing on October 22, 2008, accompanied by copies of documents to substantiate that report, on pain of forfeiture of a judicial fine of €50,000.00 or on pain of such judicial fine as might seem appropriate to the Honorable Court, for each day or part of a day during which such an order is not obeyed or not obeyed in full;

- II. ordering the Defendant, within two weeks after the service of this verdict, to submit a reasoned and truthful report on all claims that Ecopetrol S.A. had against the Defendant on December 30, 2008, or might have acquired by virtue of a legal relationship existing on December 30, 2008, including the claims arising from the bank accounts held by Ecopetrol with the Defendants [REDACTED] accompanied by copies of documents to substantiate that report, on pain of forfeiture of a judicial fine of €50,000.00 or on pain of such judicial fine as might seem appropriate to the Honorable Court, for each day or part of a day during which such an order is not obeyed or not obeyed in full;

Alternatively:

- I. ordering the Defendant, within two weeks after the service of this verdict, to revoke its statements of November 19, 2008, December 12, 2008 and July 10, 2009 to reflect the truth, in writing, with reasoning, on all claims that Ecopetrol S.A. had against the Defendant on October 22, 2008, or might have acquired by virtue of a legal relationship existing on October 22, 2008, accompanied by copies of documents to substantiate that report, on pain of forfeiture of a judicial fine of €50,000.00 or on pain of such judicial fine as might seem appropriate to the Honorable Court, for each day or part of a day during which such an order is not obeyed or not obeyed in full;

- II. ordering the Defendant, within two weeks after the service of this verdict, to revoke its statement of January 27, 2009 to reflect the truth, in writing, with reasoning, on all claims that Ecopetrol S.A. had against the Defendant on December 30, 2008, or might have acquired by virtue of a legal relationship existing on December 30, 2008, including the claims arising from the bank accounts held by Ecopetrol with the Defendants under [REDACTED], accompanied by copies of documents to substantiate that report, on pain of forfeiture of a judicial fine of €50,000.00 or on pain of such judicial fine as might seem appropriate to the Honorable Court, for each day or part of a day during which such an order is not

obeyed or not obeyed in full;

Principally and alternatively

ordering the Defendant to pay the costs of this action.

My costs for this matter, as bailiff aforesaid, are: EUR

This case is being dealt with by F.H.J. van Schoonhoven, Lexence N.V., Postbus 75999, 1070 AZ Amsterdam, tel: 02057 36 736, fax: 020 5736 895