

REGISTERED POST WITH PROOF OF RECEIPT

ABN AMRO Bank N.V.
Attn. C.M. van Ingen and D. Kramer
P.O. Box 283
1000 EA Amsterdam

Amsterdam: 24 December 2009
Our reference: /**10713/2407017.1**
Re.: Third-party statement of November 20, 2009
Your reference 091120/1130

Counsel	Telephone	Fax	E-mail:
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Dear Sir/Madam,

My Client, Llanos Oil Exploration Ltd., has asked me to respond to your third-party statement dated December 17, 2009.

My Client imposed a pre-judgement third-party garnishment order against Ecopetrol S.A. ("Ecopetrol") in the hands of ABN AMRO Bank N.V. ("ABN") on November 20 last.

In response to the garnishment order, you stated: *"There is no legal relationship whatsoever between the Bank and Ecopetrol SA, nor has any such legal relationship existed, in terms of which the Ecopetrol SA still had any claim against the Bank at the time of the garnishment, has such a claim now or might yet acquire such a claim."* You added to this: *"For the avoidance of any doubts about this, the Bank adds to the foregoing statement that, bearing in mind the territorial effect of the present garnishment order, this statement relates to the legal relationship between the Bank and Ecopetrol SA in the Netherlands and therefore not to possible assets of Ecopetrol SA administered at the Bank in foreign countries."*

Your additional comment – that the statement does not relate to possible assets of Ecopetrol SA administered in foreign countries – makes your statement incomplete and therefore in contravention of Article 476a, in conjunction with Article 720, of the Netherlands Code of Civil Procedure.

Under paragraph 2(a) of the said Article, ABN is obliged to report, in its statement: *"a reasoned statement of whether or not it is due anything to the garnishment debtor or will become due anything to the debtor in terms of a legal relationship already in existence on the date of the garnishment (...)."*

The territorial effect of the garnishment has no impact whatsoever on ABN's duty to make a statement in relation to the size and scope of the legal relationship between it and Ecopetrol.

If ABN had been or might become due anything to Ecopetrol on the date of the garnishment, ABN was obliged to state this (irrespective as to where this money was administered). In that case, your third-party statement is factually and legally incorrect.

Perhaps needless to add, I would point out that if the country where the money is administered does not recognize a garnishment, this might be a reason for ABN asking the Summary Trial Judge to rescind the garnishment on the basis of Article 705 of the NCCP. This does not, however, detract from ABN's duty to make a third-party statement under Article 476a in conjunction with Article 720 of the NCCP.

In fact, it cannot be asserted in advance that no single country where Ecopetrol's money is administered will recognize the garnishment. This will vary from one country to another. On the basis of the Explanatory Note to the Third-party Garnishments (Statements) Order, ABN must provide sufficient information to allow my Client to assess whether the garnishment has been effective or not. ABN is accordingly obliged – if money belonging to Ecopetrol was being administered in a foreign country on the garnishment date – to report the details of this, stating the country where that money was being administered. My Client can then make its own assessment of whether or not this has any consequences for the garnishment.

In this context, I formally call upon ABN to inform me in writing, **before Thursday December 31, 2009**, as to whether there was a legal relationship in existence between ABN and Ecopetrol on the garnishment date in terms of which Ecopetrol had or might yet acquire any claim against ABN (irrespective as to the country where the money is administered). If such a legal relationship existed on the date of the garnishment, I also formally call upon ABN to provide me with copy bank statements to show the size of this claim and the location where the funds are administered (see Article 476b, paragraph 2 in conjunction with Article 720, NCCP).

If I have not received a written reply from you by the said date, I will initiate summary trial proceedings on behalf of my Client in order to hold ABN to its obligations under Articles 476a and 476b in conjunction with Article 720, NCCP.

Yours faithfully,

Ferry H.J. van Schoonhoven