LAWSUIT FOR ALLEGED DAMAGES FILED TO BEFORE THE PRESIDENT OF THE SUPERIOR COURT OF "NUEVA LOJA", IN LAGO AGRIO, PROVINCE OF SUCUMBIOS; ON MAY 7, 2003, BY 48 INHABITANTS OF THE ORELLANA AND THE SUCUMBIOS PROVINCE.

FREE TRANSLATION

Mister President of the Superior Court of Justice of Nueva Loja:

MARIA AGUINDA SALAZAR, widower, 54 years old.

CARLOS GREGA HUATATOCA, married, 42 years old.

CATALINA ANTONIA AGUINDA SALAZAR, married, 53 years old.

LIDIA ALEXANDRA AGUINDA AGUINDA, married, 29 years old;

PATRICIO ALBERTO CHIMBO YUMBO, single, 37 years old;

CLIDE RAMIRO AGUINDA AGUINDA, single, 30 years old;

LUIS ARMANDO CHIMBO YUMBO, married, 41 years old;

BEATRIZ MERCEDES GREFA TANGUILA, single, 29 years old;

LUCIO ENRIQUE GREFA TANGUILA, married, 27 years old

PATRICIO WILSON AGUINDA AGUINDA, married, 32 years old;

Domiciled in the Community of "Rumipamba", County of Orellana, Province of Orellana.

CELIA IRENE VIVEROS CUSANGUA, married, 35 years old,

FRANCISCO MATIAS ALVARADO YUMBO, married, 54 years old,

FRANCISCO ALVARADO YUMBO, married, 51 years old,

OLGA GLORIA GREFA CERDA, married, 38 years old,

LORENZO JOSE ALVARADO YUMBO, married, 41 years old,

NARCISA AIDA TANGUILA NARVÁEZ, married, 35 years old,

BERTA ANTONIA YUMBO TANGUILA, married, 35 years old,

GLORIA LUCRECIA TANQUILA GREFA, married, 53 years old,

FRANCISCO VICTOR TANGUILA GREFA, married, 52 years old,

ROSA TERESA CHIMBO TANGUILA, married, 45 years old;

JOSE GABRIEL REVELO LLORE, single, 61 years old:

MARIA CLELIA REASCOS REVELO, married, 42 years old;

MARIA MAGDALENA RODRIGUEZ BARCENES, married, 42 yrs.old;

HUGO GERARDO CAMACHO NARANJO, married, 45 years old;

JOSE MIGUEL IPIALES CHICAIZA, married, 42 years old;

HELEODORO PATARON GUARACA, married, 67 years old;

LUIZA DELIA TANGUILA NARVAEZ, married, 51 years old;

LOURDES BEATRIZ CHIMBO TANGUILA, married , 41 years old;

MARIA HORTENCIA VIVEROS CUSANGUA, married, 32 years old;

SEGUNDO ANGEL AMANTA MILÁN, married, 48 years old;

Domiciled in the location of "Pimampiro", in la "JOYA DE LOS SACHAS" County, Province of Orellana.

OCTAVIO ISMAEL CORDOVA HUANCA, married, 68 years old, domiciled in the location of "Dureno", in the Lago Agrio County, Province of Sucumbios;

ELIAS ROBERTO PIYAHUAJE PAYAHUAJE, married, 48 years old;

JAVIER PIAGUAJE PAYAGUAJE, single, 32 years old;

DANIEL CARLOS LUSITANDE YAIGUAJE, single, 37 years old;

BENACIO FREDY CIMBO GREFA, single, 44 years old;

GUILLERMO VICENTEPAYAGUAJE LUSITANTE, single, 44 years old

DELFIN LEONIDAS PAYAGUAJE PAYAGUAJE, single, 68 years old;

ALFREDO DONALDO PAYAGUAJE PAYAGUAJE, single, 40 years old

TEODORO GONZALO PIAGUAJE PAYAGUAJE, single; 48 years old

MIGUEL MARIO PAYAGUAJE PAYAGUAJE, single, 37 years old

FERMIN PIAGUAJE PAYAGUAJE, single, 33 years old,

REINALDO LUSITANDE YAIGUAJE, single, 62 years old,
LUIS AGUSTIN PAYAGUAJE PIAGUAJE, single, 55 years old,
ESTEBAN LUCITANTE YAIGUAJE, single, 66 years old;
EMILIO MARTIN LUSITANDE YAIGUAJE, single, 68 years old
SIMON LUSITANDE YAIGUAJE, single, 51 years old,
ARMANDO WILFRIDO PIAGUAJE PAYAGUAJE, single, 38 years old, domiciled in the SECOYA Community of "San Pablo de Aguarico", in the County of SHUSHUFINDI, Province of Sucumbios; all bearing the Ecuadorian Nationality, dedicated to the farming activities; and Dr. Alberto Wray, married, 56 years old, Lawyer, domiciled in Quito, in his capacity as empowered attorney of Mr. ANGEL JUSTINO PIAGUAJE LUCITANTE, present to you, the following suit:

I. Background

1. By virtue of the Concession agreed to with the Government of Ecuador on March 5, 1964, and the transfer of the contract made in favour of Texas Petroleum Company, to the Companies: Texaco de Petròleos del Ecuador (TEXPET) and Gulf Ecuatoriana de Petròleos, whereby it acquired the right to explore and exploit hydrocarbons in the Oriente region. TEXPET was

appointed Operator of the Consortium, and as such it assumed the technical responsibility for the carrying out the crude oil exploration and exploitation activities, in accordance to what is set out in the JOINT OPERATING AGREEMENT executed on January 1, 1965. The designation as Operator of the Consortium was not modified and, to the contrary, it was ratified when the contract between TEXPET, Gulf Ecuatoriana de Petròleos S.A. and the Government of Ecuador was re negotiated on August 6, 1973.

2. On June 1974, the Ecuadorian State Oil Corporation (CEPE) acquired a 25% of the Consortium TEXACO-GULF assets and in May of 1977, Gulf Ecuatoriana de Petròleos sold to CEPE its shares, which turned the said Ecuadorian State Corporation as the owner of the 62.5% of the assets of the Consortium. Despite the foregoing changes, TEXPET kept its condition as OPERATOR, and as such OPERATOR, was technically responsible for the carrying out the Consortium activities, until June 30, 1990. However, the TEXPET participation in the exploration and exploitation in Ecuador only ended in June of 1992, when its contract term expired.

3. As Operator and responsible of the Consortium technical activities, TEXPET had under its responsibility, the design, construction, installation and operation of the infrastructure and necessary equipment for the exploration and exploitation of the crude oil. During the time of its operation in Ecuador, TEXPET drilled and exploited its wells and built and installed the operation stations within what is now known as the counties of Lago Agrio, Shushufindi,

La Joya de los Sachas, Cascales, Putumayo and Orellana. The Breakdown of this infrastructure appears in detail under Exhibit A.

4. TEXPET was a subsidiary of TEXACO INC., economically, technically, and administratively subjected to it, as well as to the policies and directives of its headquarters. In such a manner that the decisions related as to the methods, procedures and exploration techniques and exploitation applied by TEXPET in Ecuador, were conceived or, at least known and approved by TEXACO INC.

5. In the crude oil exploration and exploitation operations carried out by TEXACO through and by means of its subsidiary Company TEXPET. The methods and procedures that were adopted and put into practice, by then had been abandoned or prohibited by other countries, due to its lethal effects for the environment and for the human health. These methods and procedures are described in paragraph II.

6. Even more, these methods and procedures were disseminated by the Operator of the Consortium through the training activities of the local technicians. In such a way that when CEPE took over the operations on its account, reproduced initially almost all the polluting practices implemented in Ecuador by TEXACO.

7. The employment of these methods and procedures introduced, established and applied by TEXACO caused environmental damages, it prejudiced the inhabitants' health and it caused patrimony prejudices, where without any doubt

it constitutes the biggest ecological catastrophe in the national history. The description of the damages is indicated in Paragraph III.

8. Claiming for such damages and demanding the repair of them, in November of 1993, the plaintiffs initiated legal actions against TEXACO INC. in the State of New York, United States of America, in defence of their own rights as well as on behalf of other people of the same class, name utilized in the procedural system of the said State to designate the people that might find themselves under an identical juridical situation with regard to the specifics of the lawsuit. The judges and U.S. tribunals, without analysing the merits of the case, decided that given the nature and characteristics of the claim, the litigation must be heard and decided by the Ecuadorian judges, imposing however to the Defendant TEXACO INC. that it be subjected to the Ecuadorian Jurisdiction and that it refrains itself to allege in its favour the statute of limitations.

9. On December of 1994, TEXPET executed with PETROECUADOR and with the Ministry of Energy on behalf of the Government of Ecuador, a Memoranda of Understanding about the environmental remediation works, in order to establish the scope of such works that would free TEXPET "to before the Ministry and Petroecuador" from any claim for environmental impacts as a consequence of the operations of the old Consortium. Within the framework of this agreement, on March of 1995 the scope of the works was determined and on May of that same year, TEXPET entered into, with a Company chosen by it, the performance of the works to repair the environment.

10. On September 30, 1998, TEXPET entered into with PETROECUADOR and the Ministry of Energy a document so-called: "FINAL ACTA OF COMPLIANCE OF THE CONTRACT FOR THE CARRYING OUT THE ENVIRONMENTAL REPAIR WORKS AND LIBERATION OF RESPONSIBILITIES AND DEMANDS", where it is stated that in view of the last partial acta for the performance of the works entered into on October 16, 1997, TEXPET complied with all of the environmental repair works established in the march 1995 document.

11. The environmental repair works carried out by TEXPET, were either insufficient, or they were not adequately done. The truth of the matter is that there are still to date polluting elements thrown (tossed) into de environment as a result of the inadequate and harmful practices utilized by TEXACO, which continue causing ecological, patrimonial and personal damages which neither the said Company nor its subsidiary have repaired.

12. On October 9, 2001 the merger between the Companies TEXACO INC. and CHEVRON took place, which gave origin to a new juridical person known as: CHEVRON TEXACO CORPORATION, which substituted to the foregoing companies in all of their rights and obligations. This Corporation has its headquarters in 6001 Bollinger Canyon Road, San Ramòn, California, 94583, in the United States.

II. The contaminating methods utilized by TEXACO.

1. When drilling a well TEXACO utilized a number of chemical substances mixed with water to cool and lubricate the drilling operation. These substances are highly toxic. In the final stage of the process, heavy elements were added, to avoid the crude oil pressure to burst into the surface. These are also highly toxic chemicals. All of these elements would mix themselves with the fragments of the rocks, silices, gravel and other underground solid debris, forming what is known as drilling muds, which when not tossed (thrown) directly into the streams of the rivers and estuaries, were accumulated in pits close to the well. Which was simply a pit open to the surface. Since neither the bottom nor the walls of this pit had been adequately permiated with the proper material, a continued flow occurred with contaminating filtrations polluting the soil as well as the deposits and underground water streams. Additionally, since these pits were open, the rainwater increased the volume therein contained, causing a flood over their edges.

2. Once the well was drilled and before connecting it into the secondary pipeline to haul the crude oil, tests were carried out during which the crude oil that is extracted, was also tossed into the pits.

3. The crude oil is not in a pure state under the ground, but mixed with water and other substances. In order to exploit the crude oil, it becomes necessary to separate it. This process was achieved in a Station where by means of secondary pipelines the crude oils of the

area were transported to. In each Station there were generally two tanks, bonded to each other by a piping system installed at their bottom. The crude oil floats over the water, so that in the first tank the separation would take place, in view of the fact that the water that passes through the bottom piping into the next tank, where this same operation is done all over again. The percentage of crude oil in the second tank was less and the formation water would pass on to the pit and from there to a second and even third pit, following the same procedure. In the upper part of the pit there were floating residuals of crude oil. The formation waters would pass from the last crude oil pit, without any further treatment to the rivers and natural streams.

4. The older a well is and the longer it has been exploited, the higher the percentage of the formation water is, in such a way that due to the passing of the years, instead of diminishing the contaminating effect, it rather grew. Furthermore, TEXACO developed, as a method for facilitating the extraction of crude oil, a procedure consisting of injecting water obtained from the natural streams into the well, such a water was then mixed with chemicals. This mixture would come out with the formation water and, after going through the already described process, would go back as a last step to the natural water streams, but contaminated; so that the contaminating effect would multiply itself.

5. It is calculated that between 1972 and 1992 TEXACO contaminated the soil, estuaries, swamps, rivers and natural streams with 464,766,540 barrels of formation waters. These formation waters are highly toxic, as they contain crude oil (even up to 5,000 ppm) and are over saturated with heavy metals salts such as cadmium and mercury. Instead of tossing (throwing) the formation waters into the rivers and swamps, after having been treated to diminish its contaminating potential, they should have been re injected to the same level as they were extracted from.

6. TEXACO opened hundreds of holes or pits. When concluding its operations in 1992, it had closed some of them, in other words, it simply put material on top of them, leaving in its interior all the contaminating potential . At a later date, when forced by the circumstances it had to commit itself to carry out remedial environmental repair works, it performed cleaning works in many of them, but the resulting toxic debris were buried in concrete recipients, such as the one called "sarcophagus", built just beside the Sacha Central Station.

7. Furthermore, TEXACO would burn the debris gases into the air (flaring), without adopting the proper measures to avoid or mitigate the contamination with highly toxic particles. It is calculated that TEXACO flared some 235 billion cubic feet of gas.

8. TEXACO would throw (toss) also systematically and continually crude debris onto the roads of the zone, with the purpose of avoiding that the intense traffic of its personnel, and equipment would rise great quantities of dust during the drought periods.

III. The damages and the affected population

1. The described procedures contaminated the soil, the natural water streams and the air; destroyed the aqueous life, the natural vegetation and the crops. Even the rainwater was contaminated, due to the dispersion in the air of the combustion gases of the rudimentary flaring systems.

2. As a consequence of this brutal environmental deterioration, the population was severely affected in their health and life expectancy, by suffering the action of the toxics, whether by being in a direct contact with them or through the water or the soil, or by ingesting, breathing the contaminated air, drink water or consuming animal related products, which in turn had suffered the contaminating effects as well. Thusly, directly affected were the ones in the Orellana Province, inhabitants of the parishes Dayuna, Puerto Francisco de Orellana and Taracoa in the Orellana County; La Joya de los Sachas, Enokangui, San Carlos and San Sebastiàn del Coca, in the la Joya de los Sachas County; as well as in the Province of Sucumbios, the inhabitants of El Dorado de Cascales in the Cascales County; Nueva Loja, El Eno, General Farfàn and Dureno in the Lago Agrio County; Shushufindi, Limoncocha and San Pedro in the

Shushufindi County, and the ones in Palma Roja in the Putumayo County. Studies have demonstrated that close to 83% of the population has suffered diseases attributable to contamination, determining that the more affected population is that of the children under 14 years of age. The mortality rate in the communities exposed to the oil contamination is higher than the national media. The incidence of cancer as a mortality cause is three times higher than the national media and five times higher than the media of the Amazon provinces

3. Nearly 75% of the population that live in the vicinity areas close or next to the wells and Stations have been affected either with the total of partial loss of their crops. The native fauna and the domestic animals have experienced the alteration of their ecosystem. The animals have ingested toxic products through the water and foods or have simply died trapped in the crude oil pits. Studies of the zone made have demonstrated that a 94% of the families have suffered the loss of animals due to the crude oil contamination, having specially been killed in a more frequent fashion, cows, pigs and hens. In addition to the said deaths, the farmers suffered the diminishing of the productive (reproductive ?) capacity of their animals, due to: abortions, loss of weight, sterility, scarce milk production. In order to appreciate the real impact of all this, we must bear in mind that for this zone's population, the breeding is oriented not only for its consumption but also for trade and for allowing them to make an economical reserve for emergency situations, which due to TEXACO's

practices weakened even more their fragile family economies and prompted the poverty to increase in the farming population.

4. The effects derived from the application of the methods and proceedings as described above, were specially devastating for the five indigenous human groups of the zone, who, additionally suffered the violent destruction of their natural habitat and, consequently, of their subsistence means, their way of life and habits, and even facing a serious threat of their future and identity as a group of people, e.g.: the Cofan ethnic group, has lost almost their whole territory and its population has been experiencing a diminishing process in an accelerated and constant manner. Likewise, the effects suffered by the Siona, Secoya, Huaorani and Kichwa communities, are just as dramatic.

5. The harmful effects of these acts and omissions , which constitute current practice in the TEXACO operations, are not stopped at the time such act (s) or omissions were incurred into. The contaminating effects and the danger to the health and the goods have remained in time and are still present; therefore, the damage caused should not only be considered, but also the potential damage that the contaminating materials tossed onto the environment may produce in the future.

IV. The TEXACO INC. responsibility.

1. The utilization of a subsidiary company, in this case, TEXPET, incorporated to perform operational works in Ecuador, as a different juridical person, with a minimum working capital and stock, infinitely less than the real volume of their operations, correspond to a system created with the evident purpose of limiting the impact of any claims derived from its activities in the country. In reality, TEXPET was nothing but a fronting company manipulated by TEXACO INC., who owned by itself of through its affiliates, the total capital and stock of the said fronting company.

2. In effect, TEXACO INC. managed, supervised and controlled the operations in Ecuador of their subsidiary TEXPET and established the operating procedures and the techniques to be employed in the crude oil exploration and exploitation activities.

3. Now then, long time before TEXACO through its subsidiary would initiate the crude oil exploration and exploitation activities in Ecuador, not only that the oil industry had developed alternate procedures to avoid the contamination on formation waters, but the discharging of the said debris onto the water streams or onto the environment, was expressly prohibited by the legislation of the Oil Producing States in the United States, such as Texas since 1919 and Louisiana since 1953

4. The very TEXACO itself, had obtained in 1971 and in 1974 patents in the U.S. on technological improvements for the re injection of formation waters and knew perfectly well the recommendations issued in 1976 by the environmental authorities in the U.S. with regard to the

need to dispose off of the toxic debris contained in the formation waters, through the system of re injecting it into the underground.

5. Despite the fact of being aware of the nature of the techniques, methods and procedures that were being employed at the time in connection to the crude oil exploration and exploitation in Ecuador, and the harmful effects against the environment and for the human health that were taking place, TEXACO INC. kept them and reiterated them, or at least, tolerated that they be kept in force and that they be reiterated for more than 25 years, instead of adopting alternate techniques, more secure ones and less harmful for the environment and to the human health, whose existence had as well a thorough and sufficient knowledge of. Logically, the contaminating practices resulted cheaper, in such a way that TEXACO chose the degrading of the environment rather that the diminishing of its profits.

6. In effect, since the beginning of its operations, TEXACO ignored the recognized parameters as optimum practices within the oil industry and the recommended procedures applied by itself in the United States and in other countries.

7. The practices established by TEXACO breached the express norms contained under Clause 43 of the 1972 TEXACO-GULF Consortium, as well as the 1973 Decree 925, which stated that it must adopt all the measures for the protection of the flora, the fauna and other natural resources and to avoid contamination of the air, water and soil.

8. The practices established by TEXACO also breached express obligations imposed by the Ecuadorian legislation

through norms that were issued along the time that TEXPET developed its activities, e.g.:

a) The 1971 Hydrocarbons Law (Official Registry 322 of October 1, 1971), which made it mandatory to whom ever would carry out crude oil exploration and exploitation activities, to adopt all the necessary measures to protect the flora, fauna and other natural resources, and to avoid the contamination of the water, air and soil (Article 29 letters s and t). These same provisions were maintained under article 31 of the Codification of the Hydrocarbons' Law of 1978 (O.R. No. 711 of November 15, 1978).When the foregoing legal provisions were amended by means of Article 12 of the Law 101 (O.R.306 of August 13, 1982), it became mandatory for the Oil Companies that they put it into practice plans aimed to avoid that the crude oil exploration and exploitation activities may negatively affect to the social and economical organization of the peoples living in the areas

where such activities are to be carried out; and that, when conducting the oil operations, not only the laws and regulations to protect the environment be complied with, but also the practices derived from "the international practice in what it refers to the preservation of the fish richness and the country lands dedicated to the agricultural activities.

b) The Law for Preservation and Control of the Environmental Contamination issued by means of Supreme Decree 374, published in the Official Gazette 97 of March 31, 1976, prohibits the discharge of contaminating elements to the atmosphere, as such elements may affect the life or human health, the flora and the fauna and to the resources and properties of the State, or to the private citizens (Article 11). It also prohibits the discharge of sewer waters or residual waters that may contain contaminating elements harmful to the human health or to the fauna, the flora or the properties, to rivers or water streams,

natural lakes or artificial ones, as well as the filtration into the soil (Article 16); and, it finally prohibits the discharge of contaminating elements that may alter the soil quality and that may affect the human health, to the flora, fauna and the natural resources and other goods (Article 20).

9. Since the acts or omissions referred to above are directly imputable to the wrongful intention or to its negligence, TEXACO INC became civilly responsible for the damages caused and henceforth, it acquired the obligation to repair them. The said responsibility and subsequent obligation passed on, by virtue and as a consequence of the merger referred to in the Background of this demand, to CHEVRON TEXACO CORPORATION.

V. Law Grounds (Grounds of Law – Law Basis)

1. The obligation to repair the resulting damage from wilful misconduct or negligence, has existed in the Ecuadorian Law since the beginning of the Republic. For the purposes

of this claim, it is sufficient to mention the express recognisance of articles 2241 and 2256 of the Civil Code, in effect at time when the facts occurred which generated damages.

2. Article 15 of the Agreement 169 of the Work International Organization, recognizes to the indigenous peoples affected by the deterioration of their natural environment and the loss of their territories, natural resources or traditional survival means, the right to receive a compensation that would allow them to face their new life conditions without detriment or their identity as peoples along with their collective rights.

3. In what it refers to the right to claim for repair works derived from the environmental damage, the following must be considered:

   a. The right to live in a healthy environment, ecologically balanced and free from contamination, is guaranteed to every person, under item 6 of Article 23 of the Constitution, which article 86 declares that the preservation of the environment,

the conservancy of the ecosystems and the biodiversity, are of public interest. The environmental rights are constitutionally recognized as COLLECTIVE RIGHTS. For which reason they have been considered under Chapter 5, Title III of the Constitution. Any person may accordingly file a claim for the breaching or for ignoring of the said rights and demand its reparation.

b. When it deals with the fact of avoiding a contingent or potential damage to undetermined people, as is the case with the contaminating materials that are still present in the environment, article 2260 of the Civil Code, grants a popular action to demand from who ever generated the threat, that a removal of the causes be made or to stop them.

c. Article 41 of the Environmental Management Law (Law 99-37, O.G. 245 dated July 30, 1999) grants popular action

to denounce the breaching of the environmental laws and article 43 of the latter law recognizes in favour of the natural or juridical persons or to human groups bonded by a common interest and directly affected by the harmful action or omission, the right to initiate actions for damages and for the deterioration of its health, damage to the environment, including the biodiversity along with its constituting elements.

VI The Petition

Based on the foregoing legal provisions cited, in our capacity as members of the affected communities and in safeguarding its collective recognized rights, the petitioners sue CHEVRON TEXACO CORPORATION, previously identified at the beginning of this petition, and demand as follows:

1. The elimination or removal of the contaminating elements that still threaten the environment and the health of the inhabitants. Consequently, the verdict must order:

a. The removal and the adequate treatment and disposition of the debris and contaminating materials still existing in the crude oil pits or ditches opened by TEXACO and that have simply been covered up, and inadequately treated;

b. The cleaning of the rivers, estuaries, lakes, swamps and natural streams and artificial water streams, and the adequate disposition of all the debris material;

c. The removal of all the structural elements and machinery that are over the surface of the soil in the closed wells, stations, and Sub Stations, closed or abandoned, as well as the pipes (ducts), tubing, and other related elements along with the wells; and,

d. In general, the clearance of the terrains, plantations, crops, streets, roads and buildings where there may still exist contaminating residuals produced or generated as a consequence of the operations directed by TEXACO, including the contaminating debris deposits built as a part of the wrongly environmental cleaning tasks.

2. The repair of the environmental damages caused, in accordance to what is stated under Article 43 of the Law for Environmental Management. Accordingly, your verdict must order:

a. That all the necessary works be done in the crude oil pits opened by TEXACO, in order for them to recuperate the characteristics and natural conditions of the soil and of the adjacent terrains, that had prior to suffering the damages;

b. The hiring, at the Defendant's cost of people or specialized institutions in order for them to design and put into effect a recuperation plan of the fauna and flora;

c. The hiring at Defendant's cost of the people or specialized institutions in order for them to design and put into effect a plan to regenerate the aqueous life;

d. The hiring at Defendant's cost of the people or specialized institutions in order for them to design and put into effect a plan for improvement and monitoring to the health of the inhabitants of the affected towns (peoples) for the contamination.

The necessary recourses to cover the cost of the activities which are hereby demanded, for the amount that it be determined by experts in accordance to the paragraph before last of Article 43 of

the Law for Environmental Management, must be delivered to the Amazon Defence Front, in order for them to, with the concurrence of the advice from specialized International Institutions, it may apply exclusively, for the purposes determined in your verdict.

3. The payment of a 10% of the total repair work, referred to in second paragraph of Article 43 of the law of environmental management; as well as the payment of the action costs and whatever is worth for the time and dilligence employed in it, in accordance to Article 2261 of the Civil Code. Whatever it is ordered to be paid as per the foregoing concepts, it must be delivered to, by express request to that effect made by the Plaintiffs, to the Amazon Defence Front (FDA).

VI. Competence, Amount of the Claim and Procedure

1. The second paragraph of Article 42 of the Law for Environmental Management, grants competence to hear civil actions, originating from environmental damages, to the President of the Superior Court of the place where such damages occur. Should there be various territorial

jurisdictions affected, the competence is adjudicated to the President of any of the corresponding Superior Courts.

2. The final paragraph of Article 43 of the Law for Environmental Management, orders that the civil controversies for damages originated in environmental damages, be handled under the verbal summary proceedings.

3. The amount of the claim, in view of the nature of it, is at this time, undetermined.

VII. Citation and Notices

1. Mr. DAVID O'REILLY, the legal representative of CHEVRON TEXACO CORPORATION, must be served with this demand in his Corporation Headquarters, at 6001 Bollinger Canyon Road, San Ramòn, California, in the United States of America, via Letter Rogatory through the Ministry of Foreign Affairs and the corresponding diplomatic channels, in order for this demand to be given to the judicial authorities of the said State.

2. The Plaintiffs will receive their notices in the Judicial Box number 78.

In my capacity of empowered attorney of Mr. Angel Justino Piaguage Lucitante, as per the attached Power of Attorney and offering the ratification of the remainder Plaintiffs.

(Signed) Alberto Wray

Registration 1105, Quito

There is a Rubber Stamp that reads: SUPERIOR COURT OF JUSTICE OF NUEVA LOJA.- illegible "May 7, 2003 at11h40.- illegible.- there appears an illegible signature.-

END OF TRANSLATION

Made by: Patricio Campuzano