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Proceeding No. 21100-2003-0002
Resp.: DR. WILFRIDO ERAZO ARAUJO

Judicial Mailbox No.: **63**

Lago Agrio, Monday, October 15, 2012
To: DR. ADOLFO CALLEJAS RIVADENEIRA
Dr./Atty. DR. ADOLFO CALLEJAS RIBADENEIRA (CALLEJAS & ASSOCIADOS)

Summary Verbal Proceeding No. 21100-2003-0002, brought by, MARIA AGUINDA AND OTHERS against DR. ADOLFO CALLEJAS RIVADENEIRA contains the following:

PROVINCIAL COURT OF JUSTICE OF SUCUMBIOS. – PRESIDENCY OF THE PROVINCIAL COURT OF JUSTICE OF SUCUMBIOS. - Lago Agrio, Monday, October 15, 2012, at 4:53 pm. HAVING REVIEWED THE RECORD: I assume jurisdiction of this case as acting substitute judge, a member of the Sole Division of the Provincial Court of Justice of Sucumbíos, appointed by personnel action No. 207-2.012-DPCJS-2.012, of September 18, 2012, and as a result of the excuse submitted by Dr. Juan Evangelista Núñez Sanabria, Deputy President of the Provincial Court of Justice of Sucumbíos, in an order dated May 18, 2012, at 9:20 am; the recusal of the acting substitute judge of the Courtroom, Dr. Juan Encarnación Sánchez, in his order of May 22, 2012, at 3:52 pm; and the excuse of the acting substitute judge of the Courtroom Dr. Luis Alberto Legña Zambrano, through official letter No. 273-S-CPJS-2012, dated October 11, 2012, grounded on paragraph 6 of Article 856 of the Civil Procedure Code, and pursuant to Article 211 of the Judicial Branch Organic Code. The motion submitted by defendant Chevron Corporation, dated August 14, 2012, at 1:47 pm, is denied inasmuch as the Cassation Law and the request to review lower court's denial of leave to appeal that what this law contemplates are not applicable at this procedural stage. In addition, we warn the petitioner of applicable sanction, as we note that the request to review the lower court's denial of leave to appeal, which was filed together with the appeal by Chevron Corporation itself, has already been decided and rejected in a previous order. In response to the motion submitted by the same defendant on September 6, 2012, at 3:27 pm, I order the Clerk's Office provide the certified copy requested. In response to the motions submitted by the Plaintiff to the Clerk's Office on September 26, 2012, at 8:39 am and on September 27, 2012, at 10:37 am, it is ordered that they be incorporated into the record; and in response to their content, the petitioner must be reminded that it is not within the jurisdiction of this court to review, revisit or to give an opinion on what has already been ordered by the lower courts that have heard this case when ruling on the jurisdiction of each judge over the case. This is also the case with regards to the judgment being executed with respect to the exceptional doctrine of the piercing of the corporate veil and the disregard of the separate legal identity, since at this stage of the proceeding, it is not proper to question what has already been decided, but rather to enforce the ruling of the judgment being enforced. Insofar as from the plaintiff's petition it is understood that what is requested is the application of Article 439 of the Civil Procedure Code, we review on that basis, which in this case, given the current procedural juncture is applicable, noting that with respect to the reach of this enforcement on Chevron's assets which are under the ownership of its subsidiaries, beyond the piercing of the corporate veil, which is *res judicata*, in this case we recall what was said in the First Civil and Mercantile Division of the Supreme Court of Justice, quoting the learned Frenchman Jan Carbonnier, in Volume II of Book 10 of his work Civil Law, when he says that assets, "is the set of goods of a person considered as the universe under the law; that is, a whole, a legal unit. The word assets is only used incidentally in the Civil Code, the genuine legal basis of the theory is contained in Article

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2092, a text of great conceptual richness that suggests a series of ideas, to wit: that the goods of a person form a unitary whole, that they are subject to the debts contracted by the person; that creating a personal obligation means obligating the whole; which is not only composed of the value of the present assets, but also of the potential for future assets.... Assets are composed of all the assets of the same owner, or, to be more exact, of the collection of rights held by the same owner...: (See Record 288, Official Register Supplement 338, May 16, 2008). Therefore, in strict compliance with Article 2367 of the Civil Code, which states that, "every personal obligation gives the creditor the right to satisfy it with all real property or personal property of the debtor, whether present or future, only excepting those that cannot be attached...", since none of the assets for which attachment is being requested is covered under this exception, and since it is necessary to comply with that ordered in the judgment being executed, against the defendant in this proceeding, Chevron Corp., it is ordered that the execution of this judgment be applicable to the entirety of the assets of Chevron Corporation, until such time as the entire obligation has been satisfied. Nevertheless, under this approach, to satisfy the obligation, it is necessary to determine the existence and the size of the assets of the debtor who refuses to comply with the demand to satisfy his obligation, from which it can be seen that since Chevron has failed to identify its assets, we must consider those identified by the creditor (Art. 439 of the Civil Procedure Code). Therefore, I shall now turn to the translation of the Form 10K (submitted by the plaintiff together with the motion under consideration), in which Chevron Corp. describes itself before the regulatory authorities of the United States as "a commercial corporation that trades its shares on the stock market, manages its investments through subsidiaries and affiliates..." such that there can be no question regarding the existence of investments (assets) and of their handling through subsidiaries and affiliate companies. In addition, the Chevron Corporation declares in its 10K form that the term "Chevron" can refer to "Chevron Corporation, one or more of its consolidated subsidiaries, or to all of them taken as a whole (...)". And therefore, although it is the same Chevron that announces in the form that "these terms are only used for convenience," and explains that "they are not intended to be an exact description of any of the separate companies (since) each only handles its own matter," the translation of the document Attachment 21.1 of Chevron Corporation Form 10-K, for the fiscal year ending on December 31, 2011 and presented before the Securities Exchange Commission of the United States, that in its first line is titled Subsidiaries of Chevron Corporation as of December 31, 2011 makes clear who exercises control over them by declaring that "All the subsidiaries on the preceding list are totally owned, directly or indirectly, by Chevron Corporation." Therefore, since we are facing a debtor that handles its investments in subsidiaries and affiliate companies, and has declared its refusal to comply with its obligations as set forth in the sentence under enforcement, this explains the imposition of this enforcement of judgment over all assets owned by Chevron Corporation, with the understanding that these assets are composed of all the companies, affiliates and/or subsidiaries, listed in Attachment 21.1, as follows: Beta Offshore Nigeria Deepwater Limited, incorporated in Nigeria; Cabinda Gulf Oil Company Limited incorporated in Bermuda; Chevron and Gulf UK Pension Plan Trustee Company Limited incorporated in England; Chevron Argentina S. R. L. incorporated in Argentina; Chevron Australia Pty Ltd. incorporated in Australia; Chevron Australia Transport Pty Ltd. incorporated in Australia; Chevron (Bermuda) Investments Limited incorporated in Bermuda; Chevron Brasil Petróleo Limitada incorporated in Brazil; Chevron Canada Finance Limited incorporated in Canada; Chevron Canada Limited incorporated in Canada; Chevron Capital Corporation incorporated in Delaware (USA); Chevron Caspian Pipeline Consortium Company incorporated in Delaware (USA); Chevron Environmental Management Company incorporated in California (USA); Chevron Geothermal Indonesia, Ltd. incorporated in Bermuda; Chevron Global Energy Inc, incorporated in Delaware (USA); Chevron Global Power Company incorporated in Pennsylvania (USA); Chevron Global Technology Services Company incorporated in Delaware (USA); Chevron International (Congo) Limited incorporated in Bermuda; Chevron International Petroleum Company incorporated in Delaware (USA); Chevron Investments (Netherlands) Inc. incorporated in Delaware (USA); Chevron LNG

Shipping Company Limited incorporated in Bermuda; Chevron Marine Products LLC incorporated in Delaware (USA); Chevron Mining Inc. incorporated in Missouri (USA); Chevron New Zealand incorporated in New Zealand; Chevron Nigeria Deepwater B Limited incorporated in Nigeria; Chevron Nigeria Deepwater D Limited incorporated in Nigeria; Chevron Nigeria Limited incorporated in Nigeria; Chevron Oil Congo (D.R.C.) Limited incorporated in Bermuda; Chevron Oronite Company LLC incorporated in Delaware (USA); Chevron Oronite Pte. Ltd. incorporated in Singapore; Chevron Oronite S.A.S. incorporated in France; Chevron Overseas Company incorporated in Delaware (USA); Chevron Overseas (Congo) Limited incorporated in Bermuda; Chevron Overseas Petroleum Limited incorporated in the Bahamas; Chevron Overseas Pipeline (Cameroon) Limited incorporated in the Bahamas; Chevron Overseas Pipeline (Chad) incorporated in the Bahamas; Chevron Pakistan Limited incorporated in the Bahamas; Chevron Petroleum Chad Company Limited incorporated in Bermuda; Chevron Company incorporated in New Jersey (USA); Chevron Petroleum Limited Bermuda incorporated in; Chevron Philippines Inc. incorporated in the Philippines; Chevron Pipe Line Company incorporated in Delaware (USA); Chevron South Natuna B Inc., incorporated in Liberia; Chevron Synfuels Limited incorporated in Bermuda; Chevron Thailand Exploration and Production, Ltd. incorporated in Bermuda; Chevron (Thailand) Limited incorporated in the Bahamas; Chevron Thailand LLC incorporated in Delaware (USA); Chevron Transport Corporation Ltd incorporated in Bermuda; Chevron United Kingdom Limited incorporated in England and Wales; Chevron U.S.A. Holdings Inc. incorporated in Delaware (USA); Chevron U.S.A. Inc. incorporated in Pennsylvania (USA); Chevron Upstream and Gas incorporated in Pennsylvania (USA); Four Star Oil & Gas Company incorporated in Delaware (USA); Heddington Insurance Limited incorporated in Bermuda; Insco Limited incorporated in Bermuda; Iron Horse Insurance Co. incorporated in Vermont (USA); Oilfiel Consession [sic] Operator Limited incorporated in Nigeria; PT Chevron Pacific Indonesia incorporated in Indonesia; Saudi Arabian Chevron Inc. Delaware; Texaco Britain Limited England and Wales; Texaco Capital Inc. incorporated in Delaware (USA); Texaco Captain Inc. incorporated in Delaware (USA); Texaco Inc. Delaware; Texaco Overseas Holdings Inc. incorporated in Delaware (USA); Texaco Venezuela Holdings (I) Company incorporated in Delaware (USA); Traders Insurance Limited incorporated in Bermuda; TRMI-H LLC incorporated in Delaware (USA); Union Oil Company of California incorporated in California (USA); Unocal Corporation incorporated in Delaware (USA); Unocal International Corporation incorporated in Nevada (USA); Unocal Pipeline Company incorporated in California (USA); and West Australian Petroleum Pty Limited incorporated in Australia; inasmuch as we consider the declaration that they are all totally owned, directly or indirectly, by Chevron Corporation to be effective. The idea that the owner of rights and assets, capable of invoking the rights and using the assets to its benefit and "at its convenience," can at the same time declare to the courts that these assets are not accessible to its creditors because supposedly they do not belong to it or are under the control of another company entity, is untenable and lacks an ethical and legal foundation. It is up to the administrators of justice to correct this improper and anti-social behavior, since it leads to the ignoring of orders issued by organs of the judicial branch, and this, after all, would destroy the social order. In this context, the actual possibility of enforcing a judgment (even if forcibly) is a cornerstone not only of the Administration of Justice, but of the Rule of Law, since to do otherwise would turn its decisions into mere recommendations, a useless thing, which would leave society without an effective system of conflict resolution, to open the way for one in which the strongest can impose their will. Having thus made clear that the enforcement order covers all the assets owned by Chevron Corp., its subsidiaries and/or affiliates, as per to its own statements to the authorities in its country of origin (USA), I now proceed to decide the " dual request" contained in the motion that the submitting party has filed. Since this requires both enforcement measures based on the legislation in effect in the Republic of Ecuador, as well as other measures of an injunctive nature based on international instruments ratified by different countries, what is contained in relevant laws and treaties pertinent to this matter will be set forth on a case by case basis, as will be explained below. Thus, we see that the law on point requires that when a debtor

does not identify assets for attachment (in compliance with the provisions of Art. 438 of the Civil Procedure Code and which was ordered in the order of August 3, 2012 and affirmed in the order of August 9, 2012, if the assets were located outside the Republic or were not sufficient to satisfy the debt, at the request of the creditor, the assets identified by the latter will be attached (see Art. 439 of the C.C.P.), and as this is the case covered by the rule, the request of the executor will be granted, but through application of Article 19 of the Organic Code of the Judicial Branch (O.R. Supplement 544 of March 9, 2009, amended on November 1, 2011), which orders that, "shall reduce procedural steps to the smallest possible number in order to achieve the concentration that contributes to rapid resolution of proceedings." Thus, and with the specifics referred to below, continuing at this stage of the proceedings with the application of Art. 439 of the Civil Procedure Code, and with deference to the searches, contracts, titles, resolutions and other public documents issued by Ecuadorian Institute of Intellectual Property, the certified copies of checks used by the defendant in the proceeding under enforcement (pages 168,616 and 168,661 of the lower court record), and procedural fact of the existence of the arbitration decision identified by the petitioner (Art...27 of the Organic Code of the Judicial Branch), it having been abundantly demonstrated with the documents and certified translations that the petitioner has attached to his motion, the request for attachment by the petitioner against the assets of Chevron Corp. and its subsidiaries or affiliates in Ecuador is granted, and for this reason, ATTACHMENT IS ORDERED over: A) The intellectual property assets identified by the petitioner in his motion; that is; Chevron, Texaco, Ursa, Havoline, Doro, Geotex, Meropa, Motex, Multigear, Regal, Taro, Texatherm, Thuban and all their distinctive logos and/or associated with each of these, and consequently over all royalties and any type of income that has been generated or that may come to be generated by use, sale, distribution or other measure; B) Likewise, attachment is decreed over all the income, royalties and in general, any monetary benefit linked to these brands, whether present or future, that Chevron Corp. may come to have, directly or through its subsidiaries, including those received by Chevron Intellectual Property LLC, as a result of the Distinctive Logo Use License Contract between Chevron Intellectual Property LLC (licensor) and Swissoil del Ecuador S.A. (licensee); C) The attachment also extends to all the funds deposited and existing in Banco Pichincha Checking Account No. 30452125-04, as well as over any other bank account, investment or fund owned by Chevron Corp., Chevron Intellectual Property LLC, Texaco Inc. Texaco Petroleum Company, Texpet, or any of its subsidiaries or affiliates may have in Ecuador and that can be identified through the appropriate investigation by the Superintendence; D) The same attachment applies to any transfer of funds or rights in assets from Chevron Corp., Chevron Intellectual Property LLC, Texaco Inc., Texaco Petroleum Company, Texpet, or any of its subsidiaries or affiliates, to any active account in any of the institutions that make up the financial system of Ecuador; E) This attachment will also extend to any transfer of funds made by third parties from any Bank or institution that is part of the Ecuadorian banking system, to accounts abroad under the name of Chevron Corp., Chevron Intellectual Property LLC, Texaco Inc., Texaco Petroleum Company, Texpet, or any of their subsidiaries; and F) The attachment is finally extended to the total amount (US$ 96,355,369) of the award against the Government of Ecuador in the arbitration proceeding brought by Chevron and Texaco with the Republic of Ecuador, publicly known as the "Chevron Case II". To comply with this, it is ordered that the Office of the Court Clerk release the corresponding official letters to: 1. The official letter sent to the Ecuadorian Institute of Intellectual Property will go to the person and address indicated by the petitioner, informing it of the attachment decreed against the brands Chevron, Texaco, Ursa, Havoline, Doro, Geotex, Meropa, Motex, Multigear, Regal, Taro, Texatherm, Thuban and all the distinctive logos of each, so that it be applied in the manner and to the extent established in the law; 2. Swissoil del Ecuador S.A., in the person of its General Manager and Legal Representative, Mr. Santiago José Díaz Cobos, or its CEO and also Legal Representative, Mr. René Roberto Konanz Serrano, the official letter will go to their

offices located at Avenida Juan Tanca Marengo Km. 1.8 and Av. José Santiago Castillo, 5th floor in Guayaquil, notifying them of the attachment decreed over any royalty, credit, income or other economic benefit that it owes the represented party as a result of the Use of Distinctive Logos Licensing Agreement between Chevron Intellectual Property LLC (licensor) and Swissoil del Ecuador S.A. (licensee) to Chevron Corp., Chevron Intellectual Property LLC., Texaco Inc., Texaco Petroleum Company or Texpet, and informing them of their obligation to retain any payment or transfer of funds, whether pending or future. Swissoil del Ecuador S.A shall inform this Court of the pending obligations and those that are about to be contracted within a period no greater than eight days; 3. The official letter will be sent to the Superintendency of Banks and Insurance to the person and address indicated by the petitioner in the petition, notifying that: a) an attachment has been decreed against checking account No. 30452125-04 of Banco del Pichincha, in the name of Texaco Petroleum Co.; b) an embargo and withholding of funds has been decreed over any transfer of funds or any other assets conducted from the Ecuadorian banking system that is directed to local accounts or to foreign accounts held by Chevron Corp., Chevron Intellectual Property LLC, Texaco Inc. Texaco Petroleum Company, or Texpet, which shall be notified to all banking institutions that comprise the Ecuadorian financial system, with instructions to proceed as ordered by the law, notifying them that this attachment order also extends to others and over any account or asset in the name of Chevron or its subsidiaries or affiliates, that it may have in Ecuador, therefore it falls upon the Superintendency to present the respective information, detailing the accounts that are under the name of Chevron Corp., Chevron Intellectual Property LLC., Texaco Inc., Texaco Petroleum Company or Texpet, within fifteen days with the information relative to the search conducted. 4. Banco Pichincha C.A. will also be notified by official letter to the person and address provided by the petitioner, informing it of the attachment decreed over checking account No. 30452125-04 of Banco del Pichincha, in the name of Texaco Petroleum Co., as well as over any checking account or savings account that may exist in the name of the defendant Chevron Corporation or any of its subsidiaries or affiliates, Chevron Chevron Intellectual Property LLC., Texaco Inc., Texaco Petroleum Company or Texpet. The banking entity shall carry out this judicial order within five days, informing of the actions taken to comply with this provision. 5. The State Attorney General's Office, in the person indicated by the petitioning party and at the address stipulated, through an official letter shall be notified that an attachment, of the $96,355,369 US Dollars the Ecuadorian Government owes Chevron Corp. as a result of an arbitration award, was ordered, , so it may take the necessary actions and inform the corresponding party for the relevant purposes. The State Attorney General shall report to this court the actions undertaken to ensure this attachment; 6. Likewise and with the same content, the Ministry of Economics and Finance shall be notified of the attachment decreed over the total amount of the award of US$ 96,355,369, owed by the Government of Ecuador to Chevron Corp. as a result of an arbitration award; similarly, the Coordinating Ministry of Economic Policy shall be notified of the attachment decreed on the entire award of US$ 96,355,369 against the Government of Ecuador. 7. The Central Bank of Ecuador, in the persons and addresses indicated by the petitioner, shall be notified by official letter to learn of the attachment applied to transfers of funds or assets carried out from Ecuador to other countries, or from abroad to Ecuador; that is, those that come from Chevron Corp., Chevron Intellectual Property LLC., Texaco Inc., Texaco Petroleum Company, Texpet, or any of its subsidiaries or affiliates, to any active account at any of the institutions that make up the financial system of Ecuador, but also any transfer of funds made by third parties from any Bank or institution that is a part of the Ecuadorian banking system to accounts abroad under the name of Chevron Corp., Chevron Intellectual Property LLC, Texaco Inc. Texaco Petroleum Company, Texpet, or any of its subsidiaries. Analyzing the request for seizure, withholding, prohibitions against transfers, in application of the InterAmerican Convention on Execution of Preventive Measures, it can be seen that

the convention in question has been ratified and is in effect in Ecuador. This is listed in the publication made in Official Register Supplement 153, November 25, 2005, as well as in title VIII, Chapter two of the Constitution (Article 417 and Articles 424, 425 and 426), which states that international treaties ratified by Ecuador shall be subject to what is set forth in the Constitution, and that international treaties and agreements have a distinguished hierarchical order in our legal system, which results from the application of this Convention, and it is necessary for preventive measures to be applied abroad be decreed in accordance with the laws of Ecuador (Art. 3), and as a result, these shall be decreed in this proceeding by the undersigned. I have warned above about the fact that we are currently facing a debtor that refuses to pay who has not complied with the legal and judicial order to indicate assets to satisfy its obligations, and has publicly announced its refusal to comply with them, leads to it being appropriate and necessary to note the "10 K" form attached to the plaintiff's request as an effective demonstration of Chevron Corp.'s assets, since the same company is the author of this document, which was validly presented in December 2011 to the controlling authority (S.E.C.) of the USA. Along with this Form, the debtor company sent Annex 21.1, which is an integral part of the previous document and also constitutes an official document before the competent authorities in the domicile of the debtor, and in which Chevron Corp. declares a list of all its relevant subsidiary companies throughout the world, which was also reviewed above. Therefore, the clarification contained in this document that all of the subsidiaries in the preceding list are totally owned, directly or indirectly, by Chevron Corporation, will be considered. So, with regard to the assets identified by the plaintiff in Argentina, and given that the subsidiary Chevron Argentina SRL appears on the list in said annex presented by Chevron Corp., but also considering declarations made by Chevron Argentina SRL, we also come to an appreciation of the same legal relationship, but from the opposite direction, since the declaration made by Chevron Argentina SRL to the General Inspector of Justice of Argentina, which is the competent authority in this country in corporate control issues, which also shows that in the end that it totally belongs to Chevron Corp., and also reflects the chain of subsidiaries used to maintain control and property in the debtor. Based on what has been stated as a preliminary measure the seizure of assets indicated by the petitioner, as indicated in the motion is ordered; that is: "A) Ownership interests ("membership interests" in Argentinean law) that CDC ApS and Norberto Priú S.R.L have in their name in Chevron Argentina S.R.L. B) Ownership interests ("membership interests" in Argentinean law) that CDC ApS and CDHC ApS have in their name in Norberto Priú S.R.L.;" consequently, and as the petitioner indicates, in relation to these goods the seizure covers "all economic rights associated with ownership interests or membership interests, as well as its withholding, which includes: The membership interests that CDC ApS, Norberto Priú S.R.L., and/or CDHC ApS have the right to receive and which were issued as a consequence of exchange, capital subscription, exercise of preemptive rights and/or addition rights, supplementary membership interests to be issued according to article 151 of Law 19550 (t.o. 1984), capitalization of irrevocable investments, legal or optional reserves, reevaluation, states of accumulated results or other distributions in released membership interests, distribution of dividends in membership interests, or through mergers or spin-off of CDC ApS, Norberto Priú S.R.L., and/or CDHC ApS by a new issue of membership interests to replace the current interests of CDC ApS, Norberto Priú S.R.L., and/or CDHC ApS, and by any other mechanism that involves any type of corporate restructuring or transformation of CDC ApS, Norberto Priú S.R.L., and/or CDHC ApS, in which case the seizure will cover the interests or any other type of membership interest that replaces membership interests, and/or for any other cause or circumstance, with this list serving only as an example; any amount or quantity payable and/or delivered to CDC ApS, Norberto Priú S.R.L., and/or CDHC ApS as a result of any reduction and/or reintegration of share capital, of irrevocable investments, of original issue or merger and any asset account, redemption, amortization and/or total or partial reimbursement of membership interests, or in final distribution

of remaining assets of any type due to finalization of liquidation of CDC ApS, Norberto Priú S.R.L., and/or CDHC ApS. Any amount or quantity payable and/or delivered to CDC ApS, Norberto Priú S.R.L., and/or CDHC ApS as a result of any actual dividend payment made by CDC ApS, Norberto Priú S.R.L., and/or CDHC ApS in regards to the membership interests." Continuing with the petition, it also asks for the seizure of "C) Accounts that Chevron Argentina S.R.L. may have open at financial entities in the Republic of Argentina," and the "D) Proceeds that Chevron Argentina S.R.L. may have receivable as a result of its crude oil sales operations, conducted or to be conducted in the future, of the following companies: YPF S.A. (...), Shell Cía Argentina de Petróleo S.A. ...), ESSO Petrolera Argentina S.R.L. (...), Petrobras Argentina (...)" but the official letter that requests the release "to the Central Bank of the Republic of Argentina, to notify the financial institutions that they should seize all accounts, deposits, credits, investments and/or any sum of present and/or future money, in Pesos or in Dollars, which is received for any reason and/or is available to Chevron Argentina S.R.L., and having deposited the frozen/seized sums in the judicial deposits bank, upon order of the intervening judge," shall be requested and ordered through the competent authority in the Republic of Argentina, in the same way as the "notification of the measure" to the companies indicated in section D) (YPF S.A.: Macacha Güemes 515, Ciudad Autónoma de Buenos Aires, República Argentina – Shell Cía Argentina de Petróleo S.A.: Av. Presidente R. S. Peña 788 2nd floor, Ciudad Autónoma de Buenos Aires, República Argentina – Esso Petrolera ARGENTINA s.r.l.: Carlos María della Paolera 265, 19th floor, Ciudad Autónoma de Buenos Aires, República Argentina – Petrobras Argentina S.A.: Maipú 1, Ciudad Autónoma de Buenos Aires, República Argentina.) and finally, according to what the petitioner has indicated, the seizure also extends to "E) Funds that Chevron Argentina S.R.L. has receivable in the court proceedings "Chevron Argentina S.R.L. v. Shell Argentina de Petróleo S.A. s-ordinary proceeding," underway before National Lower Commercial Court 17 – Office of the Secretary 34 (No. 073644, filed on May 22, 2012)." In relation to the assets that the petitioner has identified in the Republic of Colombia, the request is for a "seizure order and a prohibition against transfer," likewise, over a series of assets that are under the control and total ownership of the debtor under execution in this proceeding, through a series of subsidiaries and a Colombian branch, Chevron Petroleum Company – Colombia Branch. Thus, under the same argument, the claim is granted, and as a result, the court orders "the freezing of all credits, present and future, of those that Chevron Corp., through its controlled company, Chevron Petroleum Company Colombian branch, identified with the tax identification number 860.005.223-9 is a creditor, and whose debtor is any of the following companies: Ecopetrol S.A. (...), PDVSA GAS S.A. Columbia Branch (...), Abonos Colombianos S.A. (...), Cerro Matoso S.A. (...) Dinagas S.A. E.S.P. (...), E2 Energía Eficiente S.A. E.S.P. (...), Edalgas S.A. E.S.P. (...), Empresas públicas de Medellín E.S.P. (...), Gas Comprimido de Colombia S.A. E.S.P. (...), Gecelca S.A. E.S.P. (...), Isagen S.A. E.S.P. (...), Termoflores S.A. E.S.P. (...), Cementos Argos S.A. (...), Cabot Colombiana S.A. (...) Termocandelaria Power Colombia S.A.S. en Liquidación (...), Proelectrica & Cia. S.C.A. – E.S.P. (...), Malteria Tropical S.A. (...), Mexichem Resinas Colombia S.A. (...), Efigas Gas Natural S.A. E.S.P. (...), Alcanos de Colombia S.A. E.S.P. (...), Gases de Occidente S.A. E.S.P. (...), Gecelca S.A. E.S.P. (...), GasOriente S.A. E.S.P. (...)." Likewise, the order is given to "prohibit the transfer of all the commercial establishments that has registered the Colombian branch of Chevron Petroleum Company," however, the official letters indicated by the petitioner shall be ordered and processed by the Colombian authority, together with any other requisite that is required for the application of the provisions in the Convention. In relation to the filing of judicial proceedings *in forma pauperis* in Ecuador, it is declared that the Constitution of 2008 effectively confirms that court filings in Ecuador are free of charge (Art. 75), and even the Constitution of 1998, which was in effect at the time the litigation began, had a similar provision. In this regard, what is before this Court on the record, is that in this enforcement proceeding, the plaintiffs have not been required to pay any amount, fee, pledge or bond of any type. And finally, in response to the right of reserve made by the

Petitioner to signal in the future, other assets owned by the debtor is indicated in the event that the property indicated herein is not sufficient to cover the credit, and with regards to the provision in Art. 13 of the applicable Convention, as offered, and as it is in its interest, the court allows the plaintiff to deliver the respective official letters, and shall pick them up at the Office of the Secretary. The Doctor Rómulo Saritama Naula is to act in his capacity as Acting Court Clerk – The court orders that notifications be given and complied with. F).- DR. WILFRIDO ERAZO ARAUJO, SUBSTITUTE PRESIDENT OF THE PROVINCIAL COURT OF JUSTICE OF SUCUMBIOS.

This notification is made for purposes outlined by the law.

[Signature]

[Circular seal – Provincial Court of Justice Office of the Presidency – Sucumbios]

DR. RÓMULO SARITAMA NAULA

COURT CLERK (A)

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