

MR04

Statement of satisfaction in full or in part of a charge



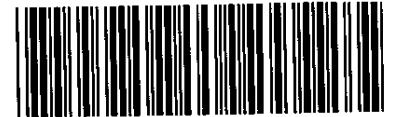
Companies House

You can use the **WebFiling** service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company.

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfac
in full or in part of a mortgag
charge against an LLP. Use fo
LL MR04.

THURSDAY



A13 *A72RUT1S* #451
29/03/2018
COMPANIES HOUSE

1 Company details

Company number 0 0 7 1 5 5 2 9

Company name in full PERENCO GAS (UK) LIMITED



Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ **Before 06/04/2013.** Complete **Part A and Part C**

→ **On or after 06/04/2013.** Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 0 5 0 5 2 0 1 0

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* 0 4

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description Relevant Obligor Security Agreement dated 5 May 2010 between
the Chargors (as defined below) and BNP Paribas SA (the "Facility
Agent") as security agent and trustee for the Finance Parties (as
defined below) (the "Security Agreement").

Continuation page

Please use a continuation page if
you need to enter more details.

MR04

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Please see continuation sheets.

Continuation page

Please use a continuation page if you need to enter more details.

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ^①

-

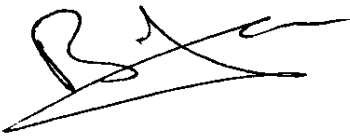
^① Charge code

This is the unique reference code allocated by the registrar.

MR04

Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

C1	Satisfaction	
	I confirm that the debt for the charge as described has been paid or satisfied. Please tick the appropriate box. <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part	
C2	Details of the person delivering this statement and their interest in the charge	
	Please give the name of the person delivering this statement	
Name	PERENGO GAS (UK) LIMITED	
	Please give the address of the person delivering this statement	
Building name/number	8	
Street	HANOVER SQUARE	
Post town	LONDON	
County/Region	LONDON	
Postcode	W1S 1HQ	
	Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	CHARGOR	
C3	Signature	
	Please sign the form here.	
Signature	<div>Signature</div> <div>X  X</div>	

MR04

Statement of satisfaction in full or in part of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name NICOLA KIM - 62911

Company name HERBERT SMITH FREEHILLS LLP

Address 12 PRIMROSE STREET

Post town LONDON

County/Region

Postcode E C 2 A 2 E G

Country UNITED KINGDOM

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
- ☐ You have given the charge number (if appropriate)
- ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

- ☐ **Part B Charges created on or after 06/04/2013**
You have given the charge code.

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1.
You have given the details of the person delivering this statement in Section C2.
- ☐ You have signed the form.



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<ol style="list-style-type: none"> 1. All the security created under the Security Agreement: <ol style="list-style-type: none"> (a) is created in favour of the Facility Agent; (b) is created over present and future assets of the Company; (c) is security for the payment of all Secured Liabilities; and (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994. 2. If the rights of the Company under a document cannot be secured without the consent of a party to that document: <ol style="list-style-type: none"> (a) the Company must notify the Facility Agent promptly; and (b) any security created by or pursuant to the Security Agreement will secure all amounts which the Company may receive, or has received, under that document but exclude the document itself or any rights arising thereunder (other than any amounts received or to be received thereunder) and the provisions of clause 5 (Notices) of the Security Agreement shall not apply to such documents. 3. The Facility Agent holds the benefit of the Security Agreement on trust for the Finance Parties. 4. As security for payment of the Secured Liabilities the Company has assigned absolutely, subject to a proviso for re-assignment on redemption, to the Facility Agent all of its rights in respect of: <ol style="list-style-type: none"> (a) the Insurances to which it is a party (including without limitation all amounts payable to it under or in connection with each of those Insurances and all of its rights in connection with those amounts); (b) the Hedging Agreements to which it is a party (including without limitation all amounts payable to it under or in connection with each of those Hedging Agreements and all of its rights in connection with those amounts); and (c) the Intercompany Loans to which it is a party (including without limitation all amounts payable to it under or in connection with each of those Intercompany Loans and all of its rights in connection with those amounts). 5. The Company has agreed that it may not: <ol style="list-style-type: none"> (a) create or allow to subsist any Security Interest on any Security Asset; or (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset; <p>except as permitted under the Credit Agreement.</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

6. The Company must, at its own expense, take whatever action the Facility Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by the Security Agreement; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Facility Agent or any Receiver or any of its delegates or subdelegates in respect of any Security Asset.

This includes:

- (i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Facility Agent or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Facility Agent may think expedient.

7. In this form MR04:

"Accession Agreement" means an accession agreement, substantially in the form of schedule 7 (Form of Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent and Perenco Petroleum Limited may agree.

"Accession Document" shall have the meaning given to that term in clause 36(e)(m) (Permitted Tranche A Increase) of the Credit Agreement.

"Account Bank" means BNP Paribas SA, Citibank NA, Société Générale and The Royal Bank of Scotland plc in their capacities as account banks and any other person that replaces any of them in such capacity in accordance with the Credit Agreement.

"Additional Borrower" means a member of the Group which becomes a Borrower after the date of the Credit Agreement.

"Additional Guarantor" means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

"Administrative Party" means a Mandated Lead Arranger, a Bookrunner, the Secured LC Issuing Bank, an Account Bank, a Technical Bank and the Facility Agent.

"Affiliate" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

"Bahamian Security Documents" means:

- (a) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Agent with respect to the shares that Perenco Petroleum Limited holds in The Nuevo Congo Company Ltd;

(b) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in CMS Nomeco Congo Inc;

(c) the security agreement dated on or about the date of the Credit Agreement between the Parent and the Facility Agent with respect to the shares that the Parent holds in Perenco Petroleum Limited;

(d) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco Guatemala Limited;

(e) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco Gabon SA;

(f) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco Colombia Limited;

(g) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco North Sinai Gas Company Limited; and

(h) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco North Sinai Petroleum Company Inc.

"Bermudian Security Documents" means the security agreement dated on or about the date of the Credit Agreement between Perenco North Sinai Petroleum Company Inc and the Facility Agent with respect to the shares that Perenco North Sinai Petroleum Company Inc holds in Perenco Resources Egypt Limited.

"Bookrunner" means BNP Paribas SA, Credit Agricole Corporate and Investment Bank and Société Générale.

"Borrower" means an Original Borrower or an Additional Borrower but excluding any of the foregoing which have ceased to be a Borrower in accordance with the Credit Agreement.

"Borrowing Base Amendment Schedule" means the schedule set out in part 2 of schedule 10 (Borrowing Base Amendment Schedule) to the Credit Agreement or any replacement thereof in accordance

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>with clause 10 (Banking Cases) of the Credit Agreement.</p> <p>"Borrowing Base Amount" has the meaning given in the Credit Agreement.</p> <p>"Borrowing Base Project" means (i) the Initial Borrowing Base Projects and (ii) any New Borrowing Base Project but excluding:</p> <p>(a) those which have ceased to be Borrowing Base Projects pursuant to clause 10 (Banking Cases) of the Credit Agreement, or those that have been disposed of in accordance with clause 25.3 (Disposals) of the Credit Agreement; and</p> <p>(b) those assets or interests which, according to the terms of the Credit Agreement are not taken into account in determining each Borrowing Base Amount and the Borrowing Base Amendment Schedule.</p> <p>"Cayman Security Documents" means:</p> <p>(a) the Cayman Islands law governed equitable share mortgage dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Nuevo Congo Ltd;</p> <p>(b) the Cayman Islands law governed equitable share mortgage dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco Oil & Gas (Congo) Limited; and</p> <p>(c) the Cayman Islands law governed equitable share mortgage dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco Tunisia Company Limited.</p> <p>"Chargors" means Perenco SA, Perenco Petroleum Limited, CMS Nomeco Congo Inc, NV Turkse Perenco, Perenco Colombia Limited, Perenco Gabon SA, Perenco Guatemala Limited, Perenco North Sinai Petroleum Company Inc, Perenco Tunisa Company Limited, Perenco UK Limited, Nuevo Congo Ltd, the Company, Perenco North Sinai Gas Company Limited, Perenco North Sinai Oil Company Limited, Perenco Oil and Gas (Congo) Ltd, Perenco Resources Egypt Limited, The Nuevo Congo Company Ltd, Perenco (Oil & Gas) International Limited, Transmar International Limited, and Global Financial Investments SA (each a "Chargor").</p> <p>"Citi Collection Account" has the meaning given in the Credit Agreement.</p> <p>"Collection Accounts" means the City Collection Account, the RBS Collection Account and the SG Collection Account.</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

"Colombian Accounts" has the meaning given in the Credit Agreement.

"Congo Account" has the meaning given in the Credit Agreement.

"Credit Agreement" means the USD2,000,000,000 and GBP500,000,000 credit agreement dated 5 May 2010 between (among others) the Chargors and the Facility Agent.

"Dutch Security Document" means the security agreement dated on or about the date of the Credit Agreement between Perenco (Oil & Gas) International Limited and the Facility Agent with respect to the shares that Perenco (Oil & Gas) International Limited holds in NV Turkse Perenco.

"Egyptian Account" has the meaning given in the Credit Agreement.

"English Security Documents" means:

(a) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco UK Limited;

(b) the security agreement dated on or about the date of the Credit Agreement between the Company and the Facility Agent with respect to (i) the shares that Perenco UK Limited holds in the Company and (ii) other assets of Perenco UK Limited referred to therein (including, without limitation, the Secured Accounts held in England by Perenco UK Limited);

(c) the security agreement dated on or about the date of the Credit Agreement between the Company and the Facility Agent with respect to certain assets of the Company referred to therein (including, without limitation, the Secured Accounts held in England by the Company; and

(d) the Security Agreement.

"Existing Hedging Agreements" has the meaning given in the Credit Agreement.

"Existing Secured Gas Trades" has the meaning given in the Credit Agreement.

"Facility" means a credit facility made available under the Credit Agreement.

"Fee Letter" means any letter(s) entered into by reference to the Credit Agreement between one or more Finance Parties and Perenco Petroleum Limited setting out the amount of certain fees payable in connection with the Credit Agreement.

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Finance Document" means:</p> <ul style="list-style-type: none"> (a) the Credit Agreement; (b) the Parent Guarantee; (c) each Security Document; (d) the Subordination Agreement; (e) a Hedging Agreement; (f) the Mandate Letter; (g) each Fee Letter; (h) a Transfer Certificate; (I) an Accession Document; (J) an Accession Agreement; (k) a Resignation Request; or (l) any other document designated as such by the Facility Agent and Perenco Petroleum Limited. <p>"Finance Party" means a Lender, a Hedging Counterparty or an Administrative Party.</p> <p>"French Security Documents" means:</p> <ul style="list-style-type: none"> (a) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited, Société Générale in its capacity as an Account Bank and the Facility Agent with respect to the SG Collection Accounts held by Perenco Petroleum Limited with Société Générale in Paris; (b) the security agreement dated on or about the date of the Credit Agreement between CMS Nomeco Congo Inc, Société Générale in its capacity as an Account Bank and the Facility Agent with respect to the Congo Account held by CMS Nomeco Congo Inc with Société Générale in Paris; (c) the security agreement dated on or about the date of the Credit Agreement between Nuevo Congo Ltd, Société Générale in its capacity as an Account Bank and the Facility Agent with respect to the Congo Account held by Nuevo Congo Ltd with Société Générale in Paris; (d) the security agreement dated on or about the date of the Credit Agreement between Perenco Gabon SA, Société Générale in its capacity as an Account Bank and the Facility Agent with respect to the Gabonese Account held by Perenco Gabon SA with Société Générale in Paris; 	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

(e) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited, the Facility Agent in its capacity as an Account Bank and the Facility Agent with respect to the Reserving Requirement Accounts held by Perenco Petroleum Limited with BNP Paribas SA in Paris; and

(f) the security agreement dated on or about the date of the Credit Agreement between Perenco UK Limited, the Facility Agent in its capacity as an Account Bank and the Facility Agent with respect to the Reserving Requirement Account held by Perenco UK Limited with BNP Paribas SA in Paris.

"Gabonese Account" has the meaning given in the Credit Agreement.

"Group" means Perenco Petroleum Limited and its Subsidiaries.

"Guarantor" means an Original Guarantor or an Additional Guarantor but excluding any of the foregoing which have ceased to be a Guarantor in accordance with the Credit Agreement.

"Guatemalan Account" has the meaning given in the Credit Agreement.

"Hedging Agreements" means an interest, currency or commodity, swap, an option, cap, collar, floor or similar arrangement or other hedging arrangement that is entered into by an Obligor with a Hedging Counterparty including, for the avoidance of doubt, the Existing Hedging Agreements and the Existing Secured Gas Trades.

"Hedging Counterparty" means:

(a) an Original Hedging Counterparty; or

(b) any Lender or an Affiliate of a Lender that becomes a Hedging Counterparty in accordance with clause 35.17 (Hedging Counterparty) of the Credit Agreement.

"Holding Company" of any other person, means a company in respect of which that other person is a Subsidiary.

"Initial Borrowing Base Projects" means the projects listed in schedule 11 (Initial Borrowing Base Projects) to the Credit Agreement.

"Insurance" means the contracts and policies of insurance relating to the Borrowing Base Projects taken out by or on behalf of an Obligor or (to the extent of its interest) in which an Obligor has an interest.

"Intercompany Loans" means any loan from a Chargor to any member of the Group.

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

"Lender" means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender in accordance with clause 2.2 (Increase), clause 35 (Changes to the Parties) or clause 36 (Permitted Tranche A Increase) of the Credit Agreement.

"Liberian Security Document" means the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the shares that Perenco Petroleum Limited holds in Perenco North Sinia Oil Company Limited.

"Local Collection Accounts" means each of:

- (a) the Congo Accounts;
- (b) the Gabonese Account;
- (c) the UK Accounts;
- (d) the *Tunisian Account*;
- (e) the Guatemalan Account;
- (f) the Colombian Account; and
- (g) the Egyptian Account.

"Mandate Letter" means the Mandate Letter dated 6th November, 2009 from, initially, BNP Paribas SA, Credit Agricole Corporate and Investment Bank (formerly known as Calyon) and Société Générale to the Parent.

"Mandated Lead Arranger" means BNP Paribas SA, Citibank NA, Credit Agricole Corporate and Investment Bank, Natixis SA and Société Générale.

"New Borrowing Base Projects" means any Petroleum Project in which a member of the Group has an interest and which Perenco Petroleum Limited requests is designated a "New Borrowing Base Project" subject to and in accordance with clause 10 (Banking Cases) of the Credit Agreement.

"Obligor" means Perenco Petroleum Limited, a Borrower or a Guarantor.

"Original Borrower" means CMS Nomeco Congo Inc, NV Turkse Perenco, Perenco Colombia Limited, Perenco Gabon SA, Perenco Guatemala Limited, Perenco North Sinai Petroleum Company Inc, Perenco Petroleum Limited, Perenco Tunisia Company Limited and Perenco UK Limited.

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

"Original Guarantor" means CMS Nomeco Congo Inc, Nuevo Congo Ltd, NV Turkse Perenco, Perenco Colombia Limited, Perenco Gabon AS, the Company, Perenco North Sinai Gas Company Limited, Perenco North Sinai Oil Company Limited, Perenco North Sinai Petroleum Company Inc, Perenco Oil and Gas (Congo) Ltd, Perenco Petroleum Limited, Perenco Resources Egypt Limited, Perenco Tunisia Company Limited, Perenco UK Limited and The Nuevo Congo Company Ltd.

"Original Hedging Counterparty means BNP Paribas, Citibank (Switzerland) AG and Société Générale.

"Original Lender" means Bank of Scotland plc, BNP Paribas SA, Citibank N.A., Credit Agricole Corporate and Investment Bank, ING, Natixis SA, Société Générale, Standard Chartered Bank, The Bank of Tokyo-Mitsubishi UFJ, Ltd and The Royal Bank of Scotland plc.

"Parent Guarantee" means the guarantee of the Facility dated on or about the date of the Credit Agreement between the Parent and the Facility Agent.

"Parent" means Perenco S.A., a company with limited liability, incorporated and existing under the laws of the Commonwealth of The Bahamas.

"Petroleum" means any mineral oil relative hydrocarbon and natural gas existing in its natural condition in strata but not including coal or bituminous shales or other stratified deposits from which oil can be extracted by destructive distillation.

"Petroleum Project" means any project for the exploration, lifting, production, transportation, development and sale of Petroleum from a field in which any member of the Group has an interest.

"RBS Collection Account" has the meaning given in the Credit Agreement.

"Receiver" means any administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Security Agreement.

"Relevant Obligors" means (i) the Obligors, (ii) the Parent, (iii) Transmar International Limited and Perenco (Oil & Gas) International Limited, and (iv) any other member of the Group which provides a Security Interest pursuant to a Security Document.

"Reserving Requirement Account" has the meaning given in the Credit Agreement.

"Resignation Request" means a letter in the form of schedule 8 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent and Perenco Petroleum Limited may agree.

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

"Secured Accounts" means the Collection Accounts, the Local Collection Accounts and the Reserving Requirement Accounts.

"Secured LC Issuing Bank" means BNP Paribas SA.

"Security Assets" means all assets of the Company the subject of any security created by the Security Agreement.

"Security" means any security created by or pursuant to the Security Agreement.

"Security Document" means:

(a) the Bahamian Security Documents;

(b) the Bermudian Security Documents;

(c) the Cayman Security Documents;

(d) the Dutch Security Document;

(e) the English Security Documents;

(f) the French Security Documents;

(g) the Liberian Security Document;

(h) the Swiss Security Documents; and

(i) any other document evidencing or creating a Security Interest over any asset of any person to secure any obligation of any Relevant Obligor to a Finance Party under or in relation to the Finance Documents.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect.

"SG Collection Account" has the meaning given in the Credit Agreement.

"Subordination Agreement" means a subordination agreement dated on or about the date of the Credit Agreement between each Relevant Obligor, Global Financial Investments SA and the Facility Agent relating to intercompany loan balances.

"Subsidiary" means an entity of which a person has direct or indirect control or of which it owns directly or indirectly more than 50% of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

"Swiss Security Documents" means:

- (a) the security agreement dated on or about the date of the Credit Agreement between Perenco Petroleum Limited and the Facility Agent with respect to the Citi Collection Account;
- (b) the security agreement dated on or about the date of the Credit Agreement between Perenco Colombia Limited and the Facility Agent with respect to the Colombian Account;
- (c) the security agreement dated on or about the date of the Credit Agreement between Perenco North Sinai Petroleum Company Inc and the Facility Agent with respect to the Egyptian Account;
- (d) the security agreement dated on or about the date of the Credit Agreement between Perenco Guatemala Limited and the Facility Agent with respect to the Guatemalan Account; and
- (e) the security agreement dated on or about the date of the Credit Agreement between Perenco Tunisia Company Limited and the Facility Agent with respect to the Tunisia Account.

"Technical Banks" means BNP Paribas SA, Natixis SA and Société Générale.

"Transfer Certificate" means a certificate, substantially in the form of schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require, or any other form agreed between the Facility Agent and Perenco Petroleum Limited.

"Tunisian Account" has the meaning given in the Credit Agreement.

"UK Accounts" has the meaning given in the Credit Agreement.