

MR04

Statement of satisfaction in full or in part of a charge

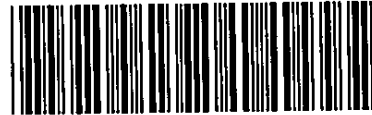


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against a company.
LL MR04

WEDNESDAY



A34 05/11/2014 #157
COMPANIES HOUSE

30
ik

1 Company details

Company number 0 5 1 7 3 5 8 8

Company name in full
Petrolatina Energy Limited
(the "Mortgagor")

Filing 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 9 1 2 2 0 1 1 /

A2 Charge number

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

Charge number* 5 /

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
Debenture dated 9 December 2011 (the "Debenture") made
between the Mortgagor, Petrolatina (CA) Limited and Taghmen
Argentina Limited (together, the "Chargors" and each a "Chargor")
and BNP Paribas (as the Administrative Agent).

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.	Continuation page Please use a continuation page if you need to enter more details.
Short particulars	<p>Short Particulars appearing in the Charges Register*</p> <p>FIXED AND FLOATING CHARGES OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE INCLUDING GOODWILL UNCALLED CAPITAL BUILDING FIXTURES PLANT AND MACHINERY SEE IMAGE FOR FULL DETAILS</p> <p>Full details*</p> <p>1 Fixed Charge</p> <p>The Mortgagor, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charged in favour of the Mortgagee to hold the same on trust for the Secured Creditors by way of first fixed charge all of such Mortgagor's present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (c) and (e) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 3 (Floating Charge) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice of assignment)*</p> <p>(see continuation pages)</p>	

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	1 Charge code This is the unique reference code allocated by the registrar
Charge code 1	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

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

- ☒ In full
☐ 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

Stephenson Harwood LLP

Please give the address of the person delivering this statement

Building name/number

One

Street

Finsbury Circus

Post town

London

County/Region

England

Postcode

E C 2 M 7 S H

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Chargor's solicitors

C3

Signature

Please sign the form here



Signature




Signature

X *Stephenson Harwood LLP* X

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	
Company name	Stephenson Harwood LLP
Valentina Nikiforova	
Address	1 Finsbury Circus
London	
Post town	
Country/Region	
Postcode	E C 2 M 7 S H
Country	
DX	DX 64, Chancery Lane
Telephone	020 7809 2204
 Checklist	
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register	
Part A Charges created before 06/04/2013	
<input checked="" type="checkbox"/> You have given the charge date	
<input checked="" type="checkbox"/> You have given the charge number (if appropriate)	
<input checked="" type="checkbox"/> 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	
<input type="checkbox"/> You have given the charge code	
Part C To be completed for all charges	
<input checked="" type="checkbox"/> You have ticked the appropriate box in Section C1	
<input checked="" type="checkbox"/> You have given the details of the person delivering this statement in Section C2	
<input type="checkbox"/> 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

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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	<p>(a) all Real Property now or subsequently vested in the Mortgagor,</p> <p>(b) all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Mortgagor's stock-in-trade or work in progress) owned by the Mortgagor or (to the extent of such interest) in which in the Mortgagor has an interest and the benefit of all contracts and warranties relating to the same,</p> <p>(c) all Accounts.</p> <p>(d) all Investments and all Related Rights,</p> <p>(e) the Insurances and all Related Rights,</p> <p>(f) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (f)) the Material Contracts and all Related Rights,</p> <p>(g) any pension fund (to the extent permitted as a matter of law),</p> <p>(h) all Authorisations (statutory or otherwise) held in connection with the business of the Mortgagor or the use of any asset of the Mortgagor and the right to recover and receive all compensation which may at any time become payable to it in respect of the same,</p> <p>(i) all goodwill and uncalled capital of the Mortgagor, and</p> <p>(j) all of the Registered Intellectual Property Rights (if any) of the Mortgagor, provided that the Secured Assets shall not include the Excluded Properties.</p> <p>2 Assignment</p> <p>The Mortgagor, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigned absolutely to the Mortgagee to hold the same on trust for the Secured Creditors on the terms set out in the Credit Agreement all its present and future right, title and interest in and to and the benefit of:</p> <p>(a) the Insurances and all Related Rights,</p> <p>(b) all Accounts,</p> <p>(c) all the Material Contracts and all Related Rights, and</p> <p>(d) to the extent not charged under the provisions of paragraph (j) of Clause 1 (Fixed Charge), all Intellectual Property Rights.</p> <p>3 Floating Charge</p> <p>The Mortgagor, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charged in favour of the Mortgagee to hold the same on trust for the Secured Creditors on the terms set out in the Credit Agreement by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (save, for the avoidance of doubt, for the Excluded Properties), not effectively charged pursuant to Clause 1 (Fixed Charge) or effectively assigned pursuant to Clause 2 (Assignment)</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge



A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>4 Negative Pledge and Disposals</p> <p>The Mortgagor shall not:</p> <p>(a) create or permit to subsist any lien over all or any of their present or future assets other than liens permitted under the Credit Agreement, and</p> <p>(b) dispose of any of their assets except to the extent and in the manner expressly permitted under the Loan Documents</p> <p>5 Further Assurance</p> <p>The Mortgagor shall from time to time and at its own expense, give all such assurances and do all such things as the Mortgagee may reasonably require to enable the Mortgagee to perfect, preserve or protect the Security or the priority of the Security or to exercise any of the rights conferred on the Mortgagee or the Secured Creditors by the Debenture or by law and to that intent the Mortgagor shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the fixed charges and to effect the assignments envisaged under Clause 1 (Fixed Charge) and 2 (Assignment) respectively, and shall give all such notices and directions as the Mortgagee may consider expedient. The obligations of the Mortgagor under this Clause 5 (Further Assurance) are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.</p> <p>6 Definitions</p> <p>"Account" means any account now or in the future opened or maintained by the Mortgagor with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on, such account and all Related Rights</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>"Credit Agreement" means the USD 100,000,000 senior secured credit facility agreement dated 9 December 2011 and made between, inter alios, PetroLatina Energy Plc and Petroleos del Norte S.A. as Borrowers, BNP Paribas as Administrative Agent and the Lenders party thereto</p> <p>"Borrower" means Petrolatna Energy Plc, Petrolatna (CA) Limited or Petroleos Del Norte S.A.</p> <p>"Excluded Properties" has the meaning given to that term in section 1.02 of the Credit Agreement.</p>

MR04 - continuation page

Statement of satisfaction in full or in part of a charge



A3	Description of Instrument (if any)
Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>"Fixtures" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law</p> <p>"Guaranty and Collateral Agreement" means the guaranty and collateral agreement dated 9 December 2011 and made between, inter alios, PetroLatina Energy Plc, PetroLatina (CA) Limited, Taghmen Argentina Limited, Taghmen Colombia SL and Rend Lake Corp Panama as guarantors and BNP Paribas as Administrative Agent</p> <p>"Insurances" means all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of the Mortgagor or (to the extent of such interest) in which the Mortgagor has an interest</p> <p>"Intellectual Property Rights" means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, domain names, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Mortgagor and each Chargor</p> <p>"Investments" means (a) the Shares and any other shares, stocks, debentures, bonds, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever, and (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments, in each case whether held directly by or to the order of the Mortgagor or by any custodian, nominee, fiduciary, clearance system or other similar person on their behalf (and all rights against any such person)</p> <p>"LC Disbursement" means a payment made by the Issuing Bank (as defined in the Credit Agreement) pursuant to a Letter of Credit</p> <p>"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrowers at such time</p> <p>"Lenders" means a lender under the Credit Agreement</p> <p>"Letters of Credit" means any letter of credit issued pursuant to 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

"Loan Documents" has the meaning given to that term in section 1.04 of the Credit Agreement

"Loans" means the loans made by the Lenders to any Borrower pursuant to the Credit Agreement

"Material Contracts" means the contracts detailed in Part 1 of the Schedule (set out below) and any other contract from time to time designated in writing as a Material Contract by the Mortgagee

"Related Rights" means, in relation to any asset (a) the proceeds of sale of all or any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any monies, proceeds or income paid or payable in respect of that asset

"Real Property" means any freehold or leasehold property in England and Wales and all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time situated on or forming part of such freehold or leasehold property

"Receiver" means a receiver and manager or any other receiver (whether appointed pursuant to this Debenture or any statute, by a court or otherwise) of all or any of the Secured Assets and shall, where permitted by law, include an administrative receiver

"Registered Intellectual Property Rights" means patents, petty patents, utility models, registered trade marks, registered designs and registered copyright, including applications for any of the same in any part of the world

"Secured Assets" means all of the assets, rights, title, interests and benefits (including the proceeds of sale of a Secured Asset) of the Mortgagor from time to time the subject of the Security, other than the Excluded Property

"Secured Creditors" means each of the Secured Parties and any Receiver appointed under the Debenture

"Secured Documents" means the collective reference to the Credit Agreement, the other Loan Documents, and each Secured Swap Agreement (as defined in the Credit Agreement)

MR04 - continuation page
Statement of satisfaction in full or in part of a charge



A3	Description of Instrument (if any)
Instrument description	<p data-bbox="359 414 1011 465">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="359 483 1107 817">"Secured Obligations" means with respect to each Borrower, the collective reference to the unpaid principal of and interest on the Loans and LC Exposure and all other obligations and liabilities of such Borrower and such Borrower's subsidiaries to the Secured Parties, whether direct or indirect, absolute or contingent, due or become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement and the other Secured Documents, or any document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, payments in respect of an early termination date, unpaid amounts, fees, indemnities, costs, expenses or otherwise</p> <p data-bbox="359 846 1107 954">"Secured Parties" means each Lender, the Issuing Bank, the Bookrunner, the Arranger, the Administrative Agent, the Global Coordinator and each Secured Swap Party (as each party is defined in the Credit Agreement)</p> <p data-bbox="359 983 1107 1090">"Shares" means the shares identified in Part 2 of the Schedule (set out below) and all other shares in the companies identified in the Schedule now or in the future legally or beneficially owned by the Mortgagor and/or any nominee on its behalf</p> <p data-bbox="359 1120 1107 1171">"Security" means the security created or intended to be created by the Debenture</p> <p data-bbox="359 1200 509 1227">The Schedule</p> <p data-bbox="359 1256 654 1283">Part 1 (Material Contracts)</p> <p data-bbox="359 1312 1069 1449">Contract Midas Exploitation and Exploration Agreement Parties ANH and Midas Temporary Union Description Exploration and production agreement in relation to the Midas Block Date 5 April 2006</p> <p data-bbox="359 1478 528 1505">Part 2 (Shares)</p> <p data-bbox="359 1534 826 1641">Shareholder Name PetroLatina Energy PLC Issuer PetroLatina (CA) Limited Share Type Ordinary Number of Shares 1</p> <p data-bbox="359 1671 826 1778">Shareholder Name PetroLatina Energy PLC Issuer Taghmen Argentina Limited Share Type Ordinary Number of Shares 100</p> <p data-bbox="359 1807 826 1915">Shareholder Name PetroLatina Energy PLC Issuer Petroleos del Norte S.A. Share Type Ordinary Number of Shares 350</p>