GRAN TIERRA ENERGY INC.

Form 4 July 12, 2016

FORM 4

UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF

SECURITIES

OMB

OMB APPROVAL

Number:

3235-0287

Expires:

January 31, 2005

0.5

Estimated average burden hours per

response...

subject to Section 16. Form 4 or Form 5 obligations

if no longer

Check this box

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section

may continue. 30(h) of the Investment Company Act of 1940 See Instruction

1(b).

(Print or Type Responses)

1. Name and Address of Reporting Person * Ellson Ryan

2. Issuer Name and Ticker or Trading

5. Relationship of Reporting Person(s) to Issuer

Symbol

GRAN TIERRA ENERGY INC.

(Check all applicable)

[GTE]

(Last) (First) 3. Date of Earliest Transaction

Director 10% Owner X_ Officer (give title Other (specify

(Month/Day/Year) 07/08/2016

below)

Chief Financial Officer

C/O GRAN TIERRA ENERGY INC., 200, 150 13 AVENUE SW

4. If Amendment, Date Original

(Instr. 8)

6. Individual or Joint/Group Filing(Check Applicable Line)

Filed(Month/Day/Year)

X Form filed by One Reporting Person Form filed by More than One Reporting

Person

CALGARY, A0 T2R 0V2

(City) (State) (Zip)

(Street)

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)

2. Transaction Date 2A. Deemed (Month/Day/Year) Execution Date, if

(Middle)

3. 4. Securities TransactionAcquired (A) or Code Disposed of (D) 5. Amount of Securities Beneficially Owned

6. Ownership 7. Nature of Form: Direct Indirect (D) or Indirect Beneficial Ownership

(Instr. 4)

(Instr. 4)

(9-02)

Reported

Transaction(s) (Instr. 3 and 4)

Following

Code V Amount (D) Price

(Instr. 3, 4 and 5)

(A)

or

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

(Month/Day/Year)

Persons who respond to the collection of SEC 1474 information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative

Conversion

3. Transaction Date 3A. Deemed (Month/Day/Year) Execution Date, if TransactionDerivative

5. Number of

6. Date Exercisable and **Expiration Date**

7. Title and Amount of **Underlying Securities**

Edgar Filing: GRAN TIERRA ENERGY INC. - Form 4

Security (Instr. 3)	or Exercise Price of Derivative Security		any (Month/Day/Year)	Code (Instr. 8)	Securities Acquired (A or Disposed (D) (Instr. 3, 4, and 5)		/Year)	(Instr. 3 and	4)
				Code V	(A) (D) Date Exercisable	Expiration Date	Title	Amount or Number of Shares
Subscription Receipt	<u>(1)</u> <u>(2)</u>	07/08/2016		P	30,000	(1)(2)	(3)	Common	30,000

Reporting Owners

Reporting Owner Name / Address Relationships

Director 10% Owner Officer Other

Ellson Ryan

C/O GRAN TIERRA ENERGY INC. 200, 150 13 AVENUE SW

CALGARY, A0 T2R 0V2

Chief Financial Officer

Signatures

/s/ Diane Phillips, Attorney-In Fact 07/12/2016

**Signature of Reporting Person Date

Explanation of Responses:

- * If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- Each Subscription Receipt entitles the reporting person to receive from Gran Tierra Energy Inc. (the "Company"), without the payment of additional consideration or further action on the part of the reporting person and upon satisfaction of the Escrow Release Conditions (as defined below) on or before 5:00 p.m. (Toronto time) on October 31, 2016 (the "Deadline"), one share of common stock of the Company.
 - "Escrow Release Conditions" mean (i) other than payment of the purchase price, all conditions precedent to the completion of the acquisition of PetroLatina Energy Limited by the Company (the "Acquisition") pursuant to the purchase agreement relating to the Acquisition (the "Purchase Agreement"), as may be amended from time to time, have been satisfied in accordance with the terms of the
- (2) Purchase Agreement or waived (provided that no such amendment or waiver is materially adverse to the registered owners of Subscription Receipts); and (ii) the parties to the Purchase Agreement are ready, willing and able to consummate the transactions contemplated thereby concurrent with the release of the Escrowed Funds (as defined in the subscription receipt agreement between the Company and Computershare Trust Company of Canada (the "Subscription Receipt Agreement")).
 - If the Escrow Release Conditions are not satisfied by the Deadline or another Termination Event (as defined in the Subscription Receipt Agreement) occurs, the reporting person will receive, instead of one share of common stock in the Company: an amount equal to the
- (3) Subscription Price (as defined in the Subscription Receipt Agreement) in respect of each Subscription Receipt held, plus the reporting person's pro rata share of the Earned Interest (as defined in the Subscription Receipt Agreement), less applicable withholding taxes, all in the manner and on the terms and conditions set out in the Subscription Receipt Agreement. Upon delivery of such payment, all rights evidenced by the Subscription Receipts shall be satisfied and such Subscription Receipts shall be void and of no value or effect.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

Reporting Owners 2