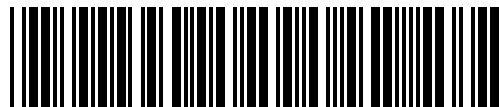




**Registration of a Charge**

Company Name: **GOLAR-NOR (UK) LIMITED**

Company Number: **03238016**



Received for filing in Electronic Format on the: **12/01/2023**

XBV2YUZZ

**Details of Charge**

Date of creation: **06/01/2023**

Charge code: **0323 8016 0015**

Persons entitled: **CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3238016

Charge code: 0323 8016 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2023 and created by GOLAR-NOR (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2023 .

Given at Companies House, Cardiff on 13th January 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Confidential

*Norton Rose Fulbright LLP*

Date: 11 January 2023

**Dated** 6 January 2023

**GOLAR-NOR (UK) LIMITED  
(as Operator)**

and

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK  
(as assignee)**

---

**OPERATOR ASSIGNMENT  
FPSO "PETROJARL KNARR"**

---

 **NORTON ROSE FULBRIGHT**

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**THIS ASSIGNMENT** (the **Assignment**) is dated as of 6 January 2023 and made between:

- (1) **GOLAR-NOR (UK) LIMITED**, a company incorporated in England and Wales with registered company number 03238016 and its registered office at First Floor Templeback, 10 Temple Back, Bristol, United Kingdom BS1 6FL (the **Operator**); and
- (2) **CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK** acting through its office at 12 Place des Etats-Unis, CS70052-92547 Montrouge Cedex, Paris, France (the **Assignee**) as facility security trustee for and on behalf of the Facility Beneficiaries.

## **BACKGROUND**

- (A) By an operations and maintenance contract (the **O&M Contract**) entered into or to be entered into (as amended from time to time) and made between (1) the Operator and (2) the Charterer, the Operator agreed to operate and maintain the Vessel on the terms and conditions set out therein.
- (B) Pursuant to a RED amendment and restatement agreement dated on or about the date hereof (the **RED Amendment and Restatement Agreement**) in respect of an eight hundred and fifteen million Dollars (\$815,000,000) facility agreement originally dated 24 February 2014 made between, amongst others, Knarr L.L.C. (as borrower) (the **Owner**), the banks and financial institutions referred to therein as lenders (the **Facility Lenders**), Citibank N.A., London Branch and the banks listed in Schedule 1, Part 3 of the Facility Agreement (as mandated lead arrangers), Citibank N.A., London Branch (as sole bookrunner), Credit Agricole Corporate and Investment Bank (as facility agent for the Facility Lenders), Citibank N.A., London Branch (as K-Sure agent), Citibank N.A., London Branch (as Eksfin agent), KEB Hana Bank, Global IB Department (as KEXIM guarantee agent) and the Assignee (as facility security trustee) (as the same may be from time to time amended, novated, supplemented, extended, restated or replaced (however fundamentally, including by an increase of any size in any facility made available under it, the alteration of the nature, purpose or period of any such facility or any change of any of its parties)) (the **Facility Agreement**), the Facility Lenders agreed to continue providing and provide certain new facilities to the Owner, subject to the terms and conditions set out therein.
- (C) As a condition precedent to such amendments, the Operator has, amongst other things, agreed to execute and deliver in favour of the Assignee for the benefit of the Facility Beneficiaries this Deed of Assignment as security for the payment of the Facility Secured Obligations.

**IT IS AGREED** as follows:

## **1 Interpretation**

### **1.1 Definitions**

In this Assignment:

**Assigned Property** means all rights and interests of the Operator (present and future) to, in or in connection with:

- (a) the O&M Contract;
- (b) any Requisition Compensation; and
- (c) the Insurances

**Release Date** means the Facility Secured Obligations Discharge Date

Unless otherwise defined in this Assignment, or unless the context otherwise requires, all words and expressions defined in the Facility Agreement shall have the same meaning when used in this Assignment.

## **1.2 Construction**

- (a) The rules of construction set out in clause 1.2 to 1.4 inclusive of the Facility Agreement shall apply (*mutatis mutandis*) in this Assignment as if each reference therein to "this Agreement" were a reference to this Assignment.
- (b) This Assignment shall be read together with the Facility Agreement, but in the case of any conflict with any provision of this Assignment, on the one hand, and any provision of the Facility Agreement on the other hand, the relevant provision of the Facility Agreement shall prevail.

## **1.3 Third party rights**

Apart from the Facility Beneficiaries, KEXIM, K-Sure and Eksfin, a person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Assignment.

## **1.4 Transaction Documents**

The Operator acknowledges and confirms that it has received a copy of the Transaction Documents and is aware of all the provisions thereof.

# **2 Assignment**

## **2.1 Covenant to pay**

From the date hereof until the Release Date, the Operator shall duly and punctually pay or discharge, or procure the payment and discharge of, the Facility Secured Obligations.

## **2.2 Assignment and charge**

The Operator, with full title guarantee, assigns and charges absolutely as a first priority assignment and charge to the Assignee, the Assigned Property as security for the due and punctual discharge of the Facility Secured Obligations.

## **2.3 Perfection, notice and acknowledgement**

- (a) The Operator undertakes to give all the relevant insurers notice substantially in the form attached to the Assignment, and procure that each insurer give standard letters of undertaking or letters of confirmation, to the Owner and the Assignee, confirming that the notice has been received and agreed to by each insurer.
- (b) The Operator undertakes immediately following the earlier of (i) the execution of this Deed of Assignment, and (ii) the date that the O&M Contract is entered into, to give written notice (materially in the form of Appendix A or in such other form as the Assignee may require) to the Charterer of this Deed of Assignment.
- (c) The Operator agrees that at any time and from time to time upon the written request of the Assignee, it will promptly and duly execute and deliver to the Assignee any and all such further instruments and documents as the Assignee may reasonably deem necessary or desirable to register the assignment of Insurances in any applicable registry, and to maintain and/or perfect the security interest created by the assignment of Insurances and the rights and powers granted herein.

## **2.4 No obligations imposed on the Assignee**

The Operator shall remain liable to perform all obligations in respect of the Assigned Property and the Assignee shall not have or incur any obligation of any kind in connection with the Assigned Property.

## **2.5 Registration**

The Operator shall cause this Assignment to be filed or registered in any office or register in which it is required to be filed or registered in order to ensure its enforceability or priority under any applicable law and that such filing or registration is duly maintained until the Release Date.

## **2.6 Restrictions**

The Operator shall not without the prior written consent of the Assignee:

- (a) dispose of any Assigned Property or any right relating to any Assigned Property; or
- (b) create or permit to subsist any security interest in any of the Assigned Property other than those created under this Assignment.

## **2.7 Consent**

The Operator consents to (i) the first priority mortgage over the Vessel to be executed by the Owner in favour of the Facility Security Trustee and to be registered against the Vessel and (ii) the Assignment.

## **3 Covenants**

- 3.1 The Operator shall ensure that at all times the claims of the Facility Beneficiaries against it under the Facility Documents to which it is a party rank at least pari passu with the claims of all its other unsecured creditors save those whose claims are preferred by any bankruptcy, insolvency, liquidation, winding-up or other similar laws of general application.
- 3.2 The Operator shall comply with the obligations under clause 6 of the Deed of Covenants.

## **4 Protection of Security**

- 4.1 The Assignee may take any action which it may, at any time, deem necessary or appropriate to protect and maintain the security created by this Assignment, including effecting any insurances relating to the Vessel, arranging for repairs or surveys of the Vessel and acting to prevent the arrest of the Vessel or securing the release of the Vessel from arrest.
- 4.2 In the event that any new insurance policies and/or contracts of insurances are taken out in respect of the Vessel after the date of this Assignment and during the Facility Security Period, the Operator undertakes, without undue delay, to assign all its rights and interests (present and future) to, in or connection with the Insurances under such insurance policies and/or contracts of insurances in favour of the Assignee on the terms of this Assignment and to perfect such assignment.

## **5 Enforcement of Rights**

### **5.1 Enforcement of Rights**

Immediately on the occurrence of an Event of Default which is continuing, unremedied or unwaived but without the necessity for any court order to the effect that the security constituted by this Assignment has become enforceable:

- (a) the security constituted by this Assignment shall immediately become enforceable; and



- (b) the Assignee shall be entitled at any time or times to exercise the powers set out in this clause 5; and
- (c) the Assignee shall be entitled at any time or times to exercise the powers possessed by it as assignee of the Assigned Property or as a creditor or person with a security interest in the Assigned Property conferred by the laws of England or any other relevant country.

## **5.2 Other Rights**

At any time after the security constituted by this Assignment has become enforceable as aforesaid, the Assignee shall be entitled:

- (a) to require that all policies and other documents relating to the Insurances (including details of and correspondence concerning outstanding claims) are delivered to or to the order of the Assignee;
- (b) to exercise any right held by the Operator and forming part of the Assigned Property;
- (c) to collect, recover and give a good discharge for any monies or claims forming part of, or arising in relation to, any Assigned Property;
- (d) to deal with any Assigned Property in any manner and for consideration of any nature;
- (e) to employ the services of agents, experts or advisers of any description;
- (f) to take over or commence or defend (if necessary using the name of the Operator) any claims or proceedings relating to, or affecting, any Assigned Property which the Assignee may think fit and to abandon, release or settle in any way any such claims or proceedings; and
- (g) generally, to enter into any transaction or arrangement of any kind and to do anything in relation to any Assigned Property which the Assignee may think fit.

## **5.3 Protection of Assignee**

- (a) Neither the Assignee nor a receiver appointed pursuant to this Assignment shall be responsible for any losses of any kind whatsoever which may occur in or about the exercise, or attempted or purported exercise or non-exercise of any of the rights, powers or remedies of the Assignee.
- (b) The Assignee shall be entitled to all the privileges and immunities conferred on mortgagees and receivers appointed thereunder by the Law of Property Act 1925.

- (c) The Assignee shall not be liable to account to the Operator as mortgagee in possession for any money not actually received by it, or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession would otherwise be liable.
- (d) The Operator hereby waives the entitlement conferred by section 93 of the Law of Property Act 1925 and agrees that section 103 of that Act shall not apply to the security created by this Assignment.

## **6 Application of Monies**

### **6.1 Amounts paid to Assignee**

All proceeds of sale of the Assigned Property and other monies received by the Assignee under this Assignment after the security constituted by this Assignment has become enforceable as aforesaid shall be applied by the Assignee in accordance with the Facility Agreement.

### **6.2 Amounts paid to Receiver**

All proceeds of sale of the Assigned Property and all other monies received by a receiver appointed pursuant to clause 7 of this Assignment shall be applied by the receiver firstly in payment of the remuneration of the receiver at the rate specified in the instrument appointing the receiver or otherwise reasonably agreed between the receiver and the Assignee and the balance shall be paid to the Assignee to be applied in accordance with clause 6.1.

## **7 Appointment of Receiver**

- 7.1 When the security created by this Assignment has become enforceable as aforesaid, the Assignee shall be entitled as and when it sees fit to appoint in writing any person to be a receiver of the Assigned Property and may from time to time in writing remove any receiver so appointed and appoint another in his place.
- 7.2 A receiver so appointed shall be the agent of the Operator (who shall be solely responsible for his acts and defaults and remuneration) and shall be entitled to exercise (and to delegate the exercise of) all the powers conferred on the Assignee by law and by this Assignment, and all the powers conferred on a receiver by the Law of Property Act 1925, by the Insolvency Act 1986 or otherwise conferred by law.

## **8 Continuing Security**

The security created by this Assignment:

- (a) shall be held by the Assignee as continuing security for the Facility Secured Obligations and shall not be satisfied by any intermediate discharge of any part of the Facility Secured Obligations; and
- (b) shall be in addition to, and shall not be prejudiced or affected by any other security given at any time for any of the Facility Secured Obligations.

## **9 Third Party Security**

### **9.1 Reinstatement**

If any discharge, release or arrangement (whether in respect of the Facility Secured Obligations or any security for those obligations or otherwise) is made by the Assignee in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Operator under this Assignment will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### **9.2 Waiver of defences**

The obligations of the Operator under this Assignment will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Assignment (without limitation and whether or not known to it or to the Assignee), including:

- (a) any time, waiver or consent granted to, or composition with, the Owner or any other Security Party or any other person;
- (b) the release of the Owner or any other Security Party or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Owner or any other Security Party or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Owner or any other Security Party or any other person;
- (e) any amendment (however fundamental) or replacement of a Facility Document or any other document or security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Facility Document or any other document or security; or
- (g) any insolvency or similar proceedings.

### **9.3 Immediate recourse**

The Operator waives any right it may have of first requiring the Assignee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Operator under this Assignment. This waiver applies irrespective of any law or any provision of a Facility Document to the contrary.

### **9.4 Appropriations**

Until the Release Date, the Assignee (or any trustee or agent on its behalf) or a Receiver may:

- (a) refrain from applying or enforcing any other money, security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Facility Secured Obligations, or apply and enforce the same in the manner and order it thinks fit (whether against those amounts or otherwise) and the Operator will not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any money received from the Operator or on account of the Operator's liability under this Assignment.

### **9.5 Deferral of Operators' rights**

Unless the Assignee otherwise directs, the Operator will not exercise any rights (including rights of set-off) which it may have by reason of performance by it of its obligations under the Facility Documents or by reason of any amount being payable, or liability arising, under this Assignment:

- (a) to be indemnified or reimbursed by the Owner or any other Security Party;
- (b) to claim any contribution from any other obligor in relation to the Owner's or any other Security Party's obligations under the Facility Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Assignee under the Facility Documents or of any other guarantee or security taken under, or in connection with, the Facility Documents by the Assignee;
- (d) to bring legal or other proceedings for an order requiring the Owner or any other Security Party to make any payment, or perform any obligation, in respect of which the Operator has given a guarantee, undertaking or indemnity under this Assignment;
- (e) to exercise any right of set-off against the Owner or any other Security Party; and/or

- (f) to claim or prove as a creditor of the Owner or any other Security Party in competition with the Assignee.

9.6 If the Operator receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Assignee for application in accordance with this Assignment.

9.7 Clauses 9.5 and 9.6 only apply until all the Facility Secured Obligations have been irrevocably and unconditionally discharged in full.

9.8 This Assignment is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Assignee.

## **10 Currency Conversion and Indemnity**

10.1 In the exercise of its rights under this Assignment, the Assignee may convert into another currency any part of the Assigned Property at the then prevailing spot rate of exchange as conclusively determined by the Assignee.

10.2 If any sum due from the Operator under this Assignment or any order or judgment given or made in relation to this Assignment or the Operator has to be converted from the currency (the **first currency**) in which the same is payable under this Assignment or under such order or judgment into another currency (the **second currency**) for the purpose of (a) making or filing a claim or proof against the Operator, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Assignment, the Operator shall indemnify and hold harmless the Assignee from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which the Assignee may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

## **11 Further Assurance**

The Operator shall, at its own expense, take any action which the Assignee may, at any time, reasonably require for:

- (a) perfecting or protecting the security intended to be created by this Assignment;
- (b) facilitating the exercise by the Assignee of any right vested in it by this Assignment; or
- (c) ensuring or confirming the validity of anything done or to be done under this Assignment.

## **12 Power of Attorney**

To secure the performance by the Operator of its obligations under this Assignment and the Assignee's interest in the Assigned Property, the Operator irrevocably appoints the Assignee and any receiver appointed under clause 7 as its attorney to execute all such documents, and to do all such acts and things, relating to the Assigned Property (including the matters referred to in clause 11) as the Assignee may think fit provided always that such power shall not be exercisable by or on behalf of the Assignee or receiver until the security constituted by this Assignment shall have become enforceable following the occurrence of an Event of Default which is continuing unremedied or unwaived.

## **13 Exercise of Rights**

The rights of the Assignee under this Assignment:

- (a) may be exercised as often as the Assignee thinks fit;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing.

No delay in exercising, or failure to exercise, any such right is a waiver of that right.

## **14 Severability**

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

## **15 Notices**

The provisions of clause 20 of the Facility Agreement shall apply (*mutatis mutandis*) to this Deed of Assignment as if it were set out in full with references to "this Agreement" substituted for references to this Assignment and references to the "Borrower" were references to the Operator.

## **16 Discharge of Security**

Following the Release Date, the Assignee shall, at the request and cost of the Operator, execute and deliver a discharge of the security constituted by this Assignment.

## **17 Payments**

All sums payable by the Operator under this Assignment shall be paid in full without set-off or counterclaim or any restriction or condition and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of tax or otherwise. If the Operator or any other related person is required by any law or regulation to make any such deduction or withholding, the Operator or any other related person shall, together with the relevant payment, pay such additional amount as will ensure that the Assignee or any other person to which the relevant sum is owed receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding has been required.

## **18 Costs and Expenses**

- 18.1 The Operator agrees with the Assignee that it shall from time to time on demand of the Assignee, reimburse the Assignee for all costs and expenses (including legal fees and disbursements) reasonably incurred by the Assignee, and any VAT thereon, in connection with the negotiation, preparation, execution and perfection of this Assignment and the completion of the transactions contemplated herein.
- 18.2 The Operator shall promptly pay all stamp, registration, documentary and other taxes (including any penalties, additions, fines, surcharges or interest relating thereto) to which this Assignment or any judgment given in connection with this Assignment is or at any time may be subject and shall on demand of the Assignee indemnify the Assignee against any liabilities, costs, claims and expenses (including legal fees and disbursements) resulting from any failure to pay or delay in paying any such taxes. The Assignee shall be entitled (but not obliged) to pay those taxes (whether or not they are its primary responsibility) and, to the extent that it does so, claim under this clause 18.2.
- 18.3 The Operator shall, from time to time on demand of the Assignee, reimburse the Assignee for all costs and expenses (including legal fees and disbursements) reasonably incurred, and any VAT thereon, and any interest thereon at the same rate as is specified in clause 8.7.9 of the Facility Agreement from the date of demand until the date of payment whether before or after judgment, which the Assignee may incur in relation to the Vessel as a result of the occurrence of the default by the Operator in any of its obligations hereunder or the exercise or enforcement by the Assignee of any of the rights conferred on it by this Assignment or by law.

## **19 Governing Law**

This Assignment and any non-contractual obligations arising from or in connection with it are governed by English law.

## **20 Enforcement**

### **20.1 Jurisdiction**

- (a) Subject to paragraph (c) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment) (a **Dispute**).
- (b) The Operator agrees that the courts of England are appropriate and convenient courts to settle Disputes and accordingly will not argue to the contrary.
- (c) This clause 20.1 is for the benefit of the Assignee only. As a result, it shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Assignee may take concurrent proceedings in any number of jurisdictions.

## **21 Counterparts**

This Assignment may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

**This Assignment has been executed as a deed, and it has been delivered on the date stated at the beginning of this Assignment.**



## **Appendix A**

### **Notice of Assignment**

To: Equinor UK Limited (the **Charterer**)

1 We, GOLAR-NOR (UK) LIMITED of First Floor Templeback, 10 Temple Back, Bristol, United Kingdom BS1 6FL (the **Operator**) the operator of the FPSO "Petrojarl Knarr" (as more particularly described in the O&M Contract) (the **Vessel**) refer to a deed of assignment of even date made between the Operator and Credit Agricole Corporate and Investment Bank acting through its office at 12 Place des Etats-Unis, CS70052-92547 Montrouge Cedex, Paris, France (as security trustee for itself and others) (the **Mortgagee**) (the **First Priority Assignment**).

2 WE HEREBY GIVE NOTICE that, by the First Priority Assignment:

- (a) the Operator assigned absolutely to the Mortgagee with first priority all its rights, title and interest in and to, and all benefits accruing to us under or pursuant to the O&M contract dated [ ] between the Operator and the Charterer (as amended and supplemented) (the **O&M Contract**); and
- (b) we have appointed the Mortgagee as our attorney with full power (amongst other things) to make claims under the O&M Contract and to execute and present any demand, certificate or statement as may be required in support of such claims.

3 [Please note that in accordance with clause [36.2] of Section 2 of the O&M Contract:

- (a) the obligations and liabilities under the O&M Contract remain with the O&M Contractor;
- (b) the First Priority Assignment is at no additional cost to the Charterer; and
- (c) the Charterer shall retain the same rights, remedies and defences against the O&M Contractor and in respect of the O&M Contract as if the First Priority Assignment has not taken place.]

The authority and instructions contained in this notice may not be varied or revoked without the prior written consent of the Mortgagee.

This notice, and all non-contractual obligations in connection with it, is governed by English law.

*[signature page follows]*

Signed: \_\_\_\_\_

For and on behalf of

**GOLAR-NOR (UK) LIMITED**

Dated: \_\_\_\_\_

**OPERATOR**

**EXECUTED as a DEED**

for and on behalf of

**GOLAR-NOR (UK) LIMITED**

by

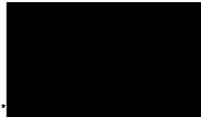
its duly authorised attorney-in-fact

in the presence of:

)  
)  
)  
)  
)  
)



**Mia Langston**  
**Attorney-in-fact**



Witness

Name:

**NORTON ROSE FULBRIGHT**

Title:

Address:

Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
nortonrosefulbright.com

Rebecca Martindale  
Trainee Solicitor

**ASSIGNEE**

**EXECUTED as a DEED**

for and on behalf of

**CREDIT AGRICOLE CORPORATE**

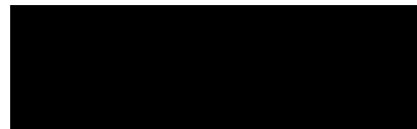
**AND INVESTMENT BANK**

by

its duly authorised attorney-in-fact

in the presence of:

)  
)  
)  
)  
)  
)



**Olivia Cullen**  
**Attorney-in-Fact**



Witness

Name:

**NORTON ROSE FULBRIGHT**

Title:

Address:

Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
nortonrosefulbright.com

Rebecca Martindale  
Trainee Solicitor