



Registration of a Charge

Company name: **A & L CF JUNE (3) LIMITED**

Company number: **02345838**



X57QHXHRV

Received for Electronic Filing: **25/05/2016**

Details of Charge

Date of creation: **23/05/2016**

Charge code: **0234 5838 0005**

Persons entitled: **GOLAR LNG 2215 CORPORATION**

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: 2345838

Charge code: 0234 5838 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd May 2016 and created by A & L CF JUNE (3) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2016 .

Given at Companies House, Cardiff on 26th May 2016

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.

Sign & Dated *Norton Rose Fulbright LLP*
24/5/16

Dated *23 May* 2016

A&L CF JUNE (3) LIMITED (1)

and

GOLAR LNG 2215 CORPORATION (2)

LESSOR PROCEEDS
ACCOUNTS ASSIGNMENT

 NORTON ROSE FULBRIGHT

Contents

| Clause | Page |
|--|------|
| 1 Definitions | 1 |
| 2 Assignment..... | 3 |
| 3 Continuing security | 4 |
| 4 Covenants | 4 |
| 5 Protections for the Lessee..... | 5 |
| 6 Enforcement | 5 |
| 7 Application of moneys | 6 |
| 8 Remedies cumulative and other provisions | 6 |
| 9 Further assurance | 6 |
| 10 Notices..... | 6 |
| 11 Assignment..... | 6 |
| 12 Governing law..... | 6 |

THIS DEED OF ASSIGNMENT is dated *23 May* 2016 and made **BETWEEN:**

- (1) **A&L CF JUNE (3) LIMITED** a company incorporated in England and Wales, whose principal place of business is situated at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Lessor**"); and
- (2) **GOLAR LNG 2215 CORPORATION**, a corporation incorporated in the Marshall Islands whose registered office is situated at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 (the "**Lessee**").

WHEREAS:

- (A) by a lease dated 27 August 2003 (as amended by a supplemental agreement dated 27 June 2008 and as amended and restated on 12 November 2008 and as further amended and/or supplemented and/or restated from time to time, the "**Lease**") and made between (1) the Lessor and (2) the Lessee, the Lessor has agreed to acquire and lease the Ship described in clause 1.2 upon delivery thereof to the Lessee and the Lessee agreed to lease the Ship from the Lessor upon the terms and conditions therein mentioned;
- (B) by a proceeds deed of even date herewith (the "**Proceeds Deed**") made between, inter alios, (1) the Lessor, (2) the Lessee, (3) Golar 2215 UK Ltd (as Sub-Lessee), (4) LNG Holding Company Ltd. as the Standby Purchaser, (5) Nordea Bank Norge ASA as security agent and (6) the Account Bank (as hereinafter defined), the parties thereto have agreed (inter alia) to regulate their respective interests in and to the Ship; and
- (C) under the terms of the Lease the Lessor has agreed to pay the Rebate Amount (as defined in clause 1.2) to the Lessee upon the terms and conditions set out in the Lease and to secure the obligation of the Lessor to pay such Rebate Amount, the Lessor has agreed to execute in favour of the Lessee a first priority Marshall Islands mortgage and collateral Deed of Covenant relating to the said Ship (the "**Mortgage**").

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED as follows:

1 Definitions

1.1 Defined expressions

Words and expressions defined in the Lease shall, unless the context otherwise requires or unless otherwise defined in this Deed, have the same meanings when used in this Deed.

1.2 Definitions

In this Deed, unless the context otherwise requires:

"**Account Bank**" means Nordea Bank AB, London Branch, a company incorporated in Norway acting out of its branch at 5 Aldermanbury Square London EC2V 7AZ and includes its respective successors and permitted assignees;

"**Assigned Accounts**" means each of the Lessor Proceeds Accounts;

"**Assigned Moneys**" means all moneys from time to time credited to, and for the time being standing to the credit of, the Assigned Accounts and all interest and other amounts from time to time payable in respect of, or accruing to, the Assigned Accounts;

"**Assigned Property**" means all of the Lessor's rights, title and interest and all its benefits present and future in and to:

- (a) the Assigned Accounts; and

(b) the Assigned Moneys;

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Lessor or any other person liable and includes any documents or instruments creating or evidencing a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

"Enforcement Event" means any breach by the Lessor of any of the Secured Obligations;

"Expenses" means any Expenses (as defined in the Proceeds Deed) and any interest thereon which are expressed by the provisions of the Proceeds Deed to be payable and/or reimbursable to the Lessee;

"Facility Agreement" has the meaning given to that expression in the Proceeds Deed;

"Lease" means the lease in respect of the Ship between the Lessor and the Lessee mentioned in Recital (A) hereto;

"Lessee" includes the successors and permitted assignees of the Lessee;

"Lessor" includes the successors and permitted assignees and transferees of the Lessor under clause 30 of the Lease;

"Lessor Dollar Proceeds Account" means the Dollar interest bearing account opened by the Lessor with the Account Bank, designated "Golar LNG 2215 - Lessor Dollar Proceeds Account" and includes any sub-accounts thereof;

"Lessor Proceeds Accounts" means the Lessor Dollar Proceeds Account and the Lessor Sterling Proceeds Account;

"Lessor Sterling Proceeds Account" means the Sterling interest bearing account opened by the Lessor with the Account Bank, designated "Golar LNG 2215 - Lessor Sterling Proceeds Account" and includes any sub-accounts thereof;

"Mortgage" means the mortgage mentioned in Recital (C) hereto;

"Outstanding Indebtedness" means the aggregate of the Rebate Amount, the Expenses and the Potential Liabilities;

"Potential Liabilities" has the meaning given to that expression in the Lease;

"Rebate Amount" means all amounts payable by the Lessor to the Lessee under the Rebate Provisions;

"Rebate Provisions" means clauses 3.4, 22.5 and 27.2 of the Lease and clauses 2.1 and 3.1 of the Proceeds Deed;

"Secured Obligations" means all the Lessor's obligations to the Lessee under the Lease:

- (a) to apply amounts equal to all or part of the Proceeds (as defined in the Proceeds Deed) under or pursuant to and in accordance with the Rebate Provisions; and
- (b) to pass title to the Ship to a purchaser when obliged to do so in accordance with the provisions of the Lease or the Proceeds Deed or any contract for the sale of any part of the Ship entered into by the Lessor pursuant to such provisions;

"Security Documents" means the Lease, this Deed and the Mortgage;

"Security Period" means the period commencing on the date hereof and terminating upon the date upon which the Lessor pays the Rebate Amount in full;

"Ship" means the liquefied natural gas carrier m.v. "Methane Princess" registered in the name of the Lessor under Marshall Islands flag with Official Number 907824; and

"Transaction Documents" has the meaning given to that expression in the Proceeds Deed.

1.3 Headings

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

1.4 Construction of certain terms

Clause 1.4 of the Proceeds Deed shall apply to this Deed as if set out herein.

1.5 Conflict with Lease

This Deed shall be read together with the Lease but in case of any conflict between the two instruments the provisions of the Lease shall prevail.

1.6 Conflict with Proceeds Deed

This Deed shall also be read together with the Proceeds Deed but in case of any conflict between this Deed and/or the Lease on the one hand and the Proceeds Deed on the other hand the provisions of the Proceeds Deed shall prevail.

1.7 Contracts (Right of Third Parties Act) 1999

No term of this Deed shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

2 Assignment

2.1 Assignment

By way of security for the payment of the Outstanding Indebtedness and the discharge of the Secured Obligations, the Lessor hereby assigns to the Lessee absolutely and agrees to assign to the Lessee absolutely all its rights, title and interest, present and future, in and to the Assigned Property together with any certificates of deposit, deposit receipts or other instruments or securities relating to the Assigned Moneys and the Assigned Accounts.

2.2 Enforcement rights

After the occurrence of any Enforcement Event, the Lessor covenants and undertakes with the Lessee to do or permit to be done each and every act or thing which the Lessee may from time to time reasonably require to be done for the purpose of enforcing the Lessee's rights under this Deed. Provided always that the Lessee shall not be permitted to use the Lessor's name for that purpose without the prior written consent of the Lessor (which the Lessor shall have full liberty to withhold).

2.3 Discharge of security

The Lessee shall, at the request of the Lessor but at the cost of the Lessee, release the security constituted by this Deed and re-assign the Assigned Property on the payment, or other satisfaction and discharge in full, of the Outstanding Indebtedness and the Secured Obligations.

3 Continuing security

It is declared and agreed that:

- 3.1 the security created by this Deed shall be held by the Lessee as a continuing security for the payment of the Outstanding Indebtedness and the discharge of the Secured Obligations and the performance and observance of and compliance with all the covenants, terms and conditions contained in this Deed and the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured (or by any settlement of accounts between the Lessor or any other person who may be liable to the Lessee in respect of the Outstanding Indebtedness or any part thereof and the Lessee);
- 3.2 the security created shall be in addition to, and shall not in any way prejudice or affect and may be enforced by the Lessee without prior recourse to the security created by any other of the Security Documents or by any deposit of documents, or any guarantee, lien, bill, note, mortgage or other security now or thereafter held by the Lessee, or any right or remedy of the Lessee thereunder and shall not in any way be prejudiced or affected thereby or by the invalidity or unenforceability thereof, or by the Lessee releasing, modifying or refraining from perfecting or enforcing any of the same, or granting time or indulgence or compounding with any person liable;
- 3.3 all the rights, remedies and powers vested in the Lessee hereunder shall be an addition to and not a limitation of any and every other right, power or remedy vested in the Lessee under the Security Documents or at law and that (subject to the provisions of the Proceeds Deed) all the powers so vested in the Lessee may be exercised from time to time and as often as the Lessee may deem expedient; and
- 3.4 the Lessee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Deed or to make any claim or take any action to enforce any right or benefits hereby assigned to the Lessee or to which the Lessee may at any time be entitled under this Deed.

4 Covenants

The Lessor hereby covenants with the Lessee that, throughout the Security Period, the Lessor will:

4.1 Withdrawals and disposals

save as contemplated by the terms of the Proceeds Deed (the terms of which regulates all moneys held on the Assigned Accounts), not (without the prior written consent of the Lessee) make any withdrawal from the Assigned Accounts or either of them and neither sell, assign, discount, pledge, charge or otherwise dispose of, or deal with or knowingly permit third party rights to arise over, or create or knowingly permit to subsist any Encumbrance (other than the Encumbrance created by this Deed) over, the Assigned Accounts or the Assigned Moneys or any part thereof nor attempt or agree or purport so to do;

4.2 Adverse rights

neither release, grant time or indulgence or compound with any third party or suffer to arise any set-off or other adverse rights against the Assigned Moneys or the Assigned Accounts nor do or omit to do anything which may delay or prejudice the right of the Lessee to receive payment from the Assigned Accounts once the Lessee is entitled to such payment under the terms of the Proceeds Deed and this Deed;

4.3 Certificates of deposit, etc.

throughout the Security Period, request the Account Bank to hold to the order of the Lessee all certificates of deposit, deposit receipts, or other instruments or securities relating to the

Assigned Moneys and the Assigned Accounts and any other amounts hereby charged together, where appropriate, with such forms of transfer or other instructions duly executed as the Lessee may from time to time reasonably require and, following an Enforcement Event and whilst the same is continuing, deposit the same with the Lessee and permit the Lessee to retain the same; and

4.4 Notice of claims

promptly inform the Lessee of any claim or notice relating to the Assigned Accounts received by the Lessor from any other party and of all other matters relevant thereto.

5 Protections for the Lessee

5.1 No enquiry

The Lessee shall not be under any duty to make any enquiry about the nature or sufficiency of any payment received by it or to make any claim or take any other action or do any act or thing for the purpose of collecting any moneys hereby assigned or to enforce any rights or benefits hereby assigned or to which the Lessee may at any time be entitled under this Deed nor shall the Lessee be liable for any loss or damage occasioned by the exercise of or omission to exercise the powers conferred by this Deed unless the same is caused, directly or indirectly, by the negligence or wilful misconduct of the Lessee.

5.2 No liability

The Lessee shall not be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed.

5.3 Section 93 Law of Property Act 1925

Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Lessee pursuant hereto.

5.4 Powers to protect security

The Lessee shall, without prejudice to its other rights, powers and remedies under this Deed, be entitled (but not bound) at any time, and as often as may be necessary but subject always to the terms of any of the Transaction Documents, to take any such action as it may in its discretion think fit for the purpose of protecting or maintaining the security created by this Deed and all Expenses attributable thereto shall be payable to the Lessee in accordance with the provisions of the Proceeds Deed.

6 Enforcement

Upon the happening of an Enforcement Event and whilst the same is continuing or at any time thereafter the Lessee, *without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925*, may exercise in respect of the Assigned Moneys and/or the Assigned Accounts, all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all other powers which the Lessor would have in respect thereof if the same were unencumbered, with full power to call in all or any part of the Assigned Moneys and/or the Assigned Accounts and interest thereon at such times and in such manner and generally on such terms and conditions as the Lessee may think fit with power to give effectual receipts and do all other acts and things necessary or desirable in connection therewith and in particular (but without limiting the generality of the foregoing):

- 6.1 to collect, recover, compromise and give a good discharge for all claims then outstanding or thereafter arising in respect of the Assigned Property and to take over or institute all such proceedings in connection therewith as the Lessee in its absolute discretion thinks fit (provided

always that the Lessee shall not be permitted to use the Lessor's name for that purpose without the prior written consent of the Lessor (which the Lessor shall have full liberty to withhold)); and

- 6.2 to recover all Expenses incurred or paid by the Lessee in connection with the exercise of the powers (or any of them) referred to in this clause 6.

7 Application of moneys

All moneys received by the Lessee in respect of the Assigned Property shall be applied in accordance with the applicable provisions of the Proceeds Deed.

8 Remedies cumulative and other provisions

8.1 No implied waivers; remedies cumulative

No failure or delay on the part of the Lessee to exercise any right, power or remedy vested in it under this Deed shall operate as a waiver thereof, nor shall any single or partial exercise by the Lessee of any right, power or remedy nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Lessee to enforce any right, power or remedy preclude any other or further exercise thereof or proceedings to enforce the same or the exercise of any other right, power or remedy nor shall the giving by the Lessee of any consent to any act which by the terms of this Deed requires such consent prejudice the right of the Lessee to withhold or give consent to the doing of any other similar act. The remedies provided in this Deed are cumulative and are not exclusive of any remedies provided by law.

8.2 Delegation

The Lessee shall be entitled at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Deed in such manner, upon such terms, and to such persons as the Lessee in its absolute discretion may think fit.

9 Further assurance

The Lessor hereby further undertakes, at the expense of the Lessee, from time to time to execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as in the reasonable opinion of the Lessee may be necessary or desirable for the purpose of more effectually perfecting the security constituted or intended to be constituted by this Deed. If the Lessee fails to make payment of any costs incurred by the Lessor under this clause the Lessor shall be entitled to recover the same as Expenses.

10 Notices

The provisions of clause 28 of the Lease shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Deed.

11 Assignment

The Lessee shall be entitled to assign its rights and benefits under this Deed to the Bank as security for its obligations under the Facility Agreement.

12 Governing law

12.1 Law

This Deed is governed by, and shall be construed in accordance with the laws of England.

12.2 Jurisdiction

For the benefit of the Lessee it is agreed that any legal action or proceedings in connection with this Deed may be brought in the English courts which shall have exclusive jurisdiction to determine any claim arising out of or in connection with this Deed.

IN WITNESS whereof this Deed has been duly executed the day and year first above written.

EXECUTED as a **DEED** and **DELIVERED** by)
for and on behalf of)
A&L CF JUNE (3) LIMITED)
by)
its duly authorised attorney-in-fact)
in the presence of:)

Attorney-in-Fact

Michelle Wing Yee Tsui
Attorney-in-Fact

Witness **NORTON ROSE FULBRIGHT**
Norton Rose Fulbright LLP
Name: 3 More London Riverside
London SE1 2AQ United Kingdom
Address: nortonrosefulbright.com
Occupation: Matt Bambury
Trainee Solicitor

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in the presence of:)

Georgios Macheras
Attorney-in-fact

.....
Attorney-in-Fact

Witness **NORTON ROSE FULBRIGHT**
Norton Rose Fulbright LLP
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