

Golar LNG Partners LP
Form SC 13D/A
November 21, 2012

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Golar LNG Partners LP

(Name of Issuer)

Common Units Representing Limited Partner Interests

(Title of Class of Securities)

Y2745C102

(CUSIP Number)

Georgina Sousa
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with a copy to:
Gary J. Wolfe, Esq.
Seward & Kissel LLP
One Battery Park Plaza
New York, New York 10004
(212) 574-1200

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

July 16, 2012

(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. "

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Act (however, see the Notes).

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| | | |
|----|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1 | Name of Reporting Person Golar LNG Limited | |
| 2 | Check the appropriate box if a member of a group* | (a) <input type="checkbox"/> (b) <input type="checkbox"/> |
| 3 | SEC use only | |
| 4 | Source of Funds | WC |
| 5 | Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) | <input type="checkbox"/> |
| 6 | Citizenship or Place of Organization | Bermuda |
| | 7 | Sole Voting Power: 0 |
| | 8 | Shared Voting Power: 11,821,149 common units* |
| | 9 | Sole Dispositive Power: 0 |
| | 10 | Shared Dispositive Power: 11,821,149 common units* |
| 11 | Aggregate Amount Beneficially Owned by each Reporting Person: | 11,821,149 common units* |
| 12 | Check if the Aggregate Amount in Row (11) Excludes Certain Shares | <input type="checkbox"/> |
| 13 | Percent of Class Represented by Amount in Row (11) | 32.6%** |
| 14 | Type of Reporting Person | CO |

* Golar LNG Limited also owns 15,949,831 subordinated units representing limited partner interests in Golar LNG Partners LP, which may be converted into common units on a one-for-one basis (or, in certain circumstances, at a ratio that may be less than one-to-one) at the times set forth in, and subject to the terms and conditions of, the First Amended and Restated Agreement of Limited Partnership of Golar LNG Partners LP. The Reporting Person also owns a 2.0% general partner interest in Golar LNG Partners LP.

** Calculation of percentage based on a total of 36,246,149 common units outstanding as of November 7, 2012, the date on which Golar LNG Limited in connection with the private placement of Golar LNG Partners LP closed on the purchase of 1,524,590 common units representing limited partnership interests of Golar LNG Partners LP (the "November 2012 Private Placement").

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|----|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1 | Name of Reporting Person World Shipholding Ltd. | |
| 2 | Check the appropriate box if a member of a group* | (a) <input type="checkbox"/> (b) <input type="checkbox"/> |
| 3 | SEC use only | |
| 4 | Source of Funds | OO |
| 5 | Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) | <input type="checkbox"/> |
| 6 | Citizenship or Place of Organization | Liberia |
| | 7 | Sole Voting Power: 0 |
| | 8 | Shared Voting Power: 11,821,149 common units* |
| | 9 | Sole Dispositive Power: 0 |
| | 10 | Shared Dispositive Power: 11,821,149 common units* |
| 11 | Aggregate Amount Beneficially Owned by each Reporting Person: | 11,821,149 common units* |
| 12 | Check if the Aggregate Amount in Row (11) Excludes Certain Shares | <input type="checkbox"/> |
| 13 | Percent of Class Represented by Amount in Row (11) | 32.6%** |
| 14 | Type of Reporting Person | HC, CO |

* World Shipholding Limited, the company that is the main shareholder of Golar LNG Limited, is indirectly controlled by trusts established by John Fredriksen, Chairman of the Board of Directors of Golar LNG Limited, for the benefit of his immediate family (the "Trust"), and may also be deemed to beneficially own 15,949,831 subordinated units representing limited partner interests in Golar LNG Partners LP, which may be converted into common units on a one-for-one basis (or, in certain circumstances, at a ratio that may be less than one-to-one) at the times set forth in, and subject to the terms and conditions of, the First Amended and Restated Agreement of Limited Partnership of Golar LNG Partners LP. The Reporting Person is also the indirect beneficial owner of the 2.0% general partner interest in Golar LNG Partners LP.

** Calculation of percentage based on a total of 36,246,149 common units outstanding as of November 7, 2012, the date on which Golar LNG Limited in connection with the November 2012 Private Placement closed on the purchase of 1,524,590 common units representing limited partnership interests of Golar LNG Partners LP.

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|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1 | Name of Reporting Person Greenwich Holdings Ltd. | |
| 2 | Check the appropriate box if a member of a group* | (a) <input type="checkbox"/> (b) <input type="checkbox"/> |
| 3 | SEC use only | |
| 4 | Source of Funds | OO |
| 5 | Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) | <input type="checkbox"/> |
| 6 | Citizenship or Place of Organization | Cyprus |
| | 7 | Sole Voting Power: 0 |
| Number of Shares Beneficially Owned by Each Reporting Person With | 8 | Shared Voting Power: 11,821,149 common units* |
| | 9 | Sole Dispositive Power: 0 |
| | 10 | Shared Dispositive Power: 11,821,149 common units* |
| 11 | Aggregate Amount Beneficially Owned by each Reporting Person: | 11,821,149 common units* |
| 12 | Check if the Aggregate Amount in Row (11) Excludes Certain Shares | <input type="checkbox"/> |
| 13 | Percent of Class Represented by Amount in Row (11) | 32.6%** |
| 14 | Type of Reporting Person | HC, CO |

* Greenwich Holdings Ltd., the company that is the sole shareholder of World Shipholding Limited and is indirectly controlled by the Trust, may also be deemed to beneficially own 15,949,831 subordinated units representing limited partner interests in Golar LNG Partners LP, which may be converted into common units on a one-for-one basis (or, in certain circumstances, at a ratio that may be less than one-to-one) at the times set forth in, and subject to the terms and conditions of, the First Amended and Restated Agreement of Limited Partnership of Golar LNG Partners LP. The Reporting Person is also the indirect beneficial owner of the 2.0% general partner interest in Golar LNG Partners LP.

** Calculation of percentage based on a total of 36,246,149 common units outstanding as of November 7, 2012, the date on which Golar LNG Limited in connection with the November 2012 Private Placement closed on the purchase of 1,524,590 common units representing limited partnership interests of Golar LNG Partners LP.

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| | | |
|----|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1 | Name of Reporting Person John Fredriksen | |
| 2 | Check the appropriate box if a member of a group* | (a) <input type="checkbox"/> (b) <input type="checkbox"/> |
| 3 | SEC use only | |
| 4 | Source of Funds | OO |
| 5 | Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) | <input type="checkbox"/> |
| 6 | Citizenship or Place of Organization | Cyprus |
| | 7 | Sole Voting Power: 0 |
| | 8 | Shared Voting Power: 11,821,149 common units* |
| | 9 | Sole Dispositive Power: 0 |
| | 10 | Shared Dispositive Power: 11,821,149 common units* |
| 11 | Aggregate Amount Beneficially Owned by each Reporting Person: | 11,821,149 common units* |
| 12 | Check if the Aggregate Amount in Row (11) Excludes Certain Shares | <input type="checkbox"/> |
| 13 | Percent of Class Represented by Amount in Row (11) | 32.6%** |
| 14 | Type of Reporting Person | IN |

* Mr. Fredriksen may also be deemed to beneficially own 15,949,831 subordinated units representing limited partner interests in Golar LNG Partners LP, which may be converted into common units on a one-for-one basis (or, in certain circumstances, at a ratio that may be less than one-to-one) at the times set forth in, and subject to the terms and conditions of, the First Amended and Restated Agreement of Limited Partnership of Golar LNG Partners LP. The Reporting Person is also the indirect beneficial owner of the 2.0% general partner interest in Golar LNG Partners LP.

** Calculation of percentage based on a total of 36,246,149 common units outstanding as of November 7, 2012, the date on which Golar LNG Limited in connection with the November 2012 Private Placement closed on the purchase of 1,524,590 common units representing limited partnership interests of Golar LNG Partners LP.

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|-------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1 | Name of Reporting Person C.K. Limited | |
| 2 | Check the appropriate box if a member of a group* | (a) <input type="checkbox"/> (b) <input type="checkbox"/> |
| 3 | SEC use only | |
| 4 | Source of Funds | OO |
| 5 | Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) | <input type="checkbox"/> |
| 6 | Citizenship or Place of Organization | Jersey |
| | 7 | Sole Voting Power: 0 |
| Number of Shares Beneficially Owned by Each Reporting Person With | 8 | Shared Voting Power: 11,821,149 common units* |
| | 9 | Sole Dispositive Power: 0 |
| | 10 | Shared Dispositive Power: 11,821,149 common units* |
| 11 | Aggregate Amount Beneficially Owned by each Reporting Person: | 11,821,149 common units* |
| 12 | Check if the Aggregate Amount in Row (11) Excludes Certain Shares | <input type="checkbox"/> |
| 13 | Percent of Class Represented by Amount in Row (11) | 32.6%** |
| 14 | Type of Reporting Person | OO |

* C.K. Limited, which is the trustee of the Trust and indirectly controls World Shipholding Limited and Greenwich Holdings Ltd., may also be deemed to beneficially own 15,949,831 subordinated units representing limited partner interests in Golar LNG Partners LP, which may be converted into common units on a one-for-one basis (or, in certain circumstances, at a ratio that may be less than one-to-one) at the times set forth in, and subject to the terms and conditions of, the First Amended and Restated Agreement of Limited Partnership of Golar LNG Partners LP. The Reporting Person is also the indirect beneficial owner of the 2.0% general partner interest in Golar LNG Partners LP.

** Calculation of percentage based on a total of 36,246,149 common units outstanding as of November 7, 2012, the date on which Golar LNG Limited in connection with the November 2012 Private Placement of Golar LNG Partners LP closed on the purchase of 1,524,590 common units representing limited partnership interests of Golar LNG Partners LP.

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SCHEDULE 13D

The Reporting Persons named in Item 2 below are hereby jointly filing this Amendment No. 1 to Schedule 13D (this "Statement") because Golar LNG Limited ("Golar LNG Limited"), one of the Reporting Persons, acquired 969,305 common units representing limited partnership interests of Golar LNG Partners LP (the "Partnership") on July 16, 2012 (the "July 2012 Private Placement") and 1,524,590 common units representing limited partnership interests of the Partnership in the November 2012 Private Placement.

Due to certain affiliations and relationships among the Reporting Persons, such Reporting Persons may be deemed to beneficially own some or all of the same securities directly or indirectly acquired from the Partnership by one or more of the reporting persons. In accordance with Rule 13d-1(k)(1)(iii) promulgated pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the reporting persons named in Item 2 below have executed a written agreement relating to the joint filing of this Schedule 13D (the "Joint Filing Agreement"), a copy of which is annexed hereto as Exhibit A.

Item 1. Security and Issuer.

This Statement is being filed with respect to the common units representing limited partnership interests (each, a "Common Unit") of the Partnership. The address of the principal executive offices of the Partnership is:

Par-la-Ville Place
14 Par-la-Ville Road
Hamilton, HM 08
Bermuda

Item 2. Identity and Background

(a., b., c. and f.) This Statement is being filed on behalf of: (i) Golar LNG Limited, a Bermuda corporation a limited company organized under the laws of Bermuda, which is the record holder of approximately 32.6% of the Partnership's Common Units and 100.0% of the Partnership's subordinated units representing limited partner interests, based on the number of Common Units and subordinated units (as applicable) outstanding as of November 7, 2012, the date on which Golar LNG Limited in connection with the November 2012 Private Placement closed on the purchase of 1,524,590 Common Units; (ii) World Shipholding Ltd. ("World Shipholding"), a limited company organized under the laws of Liberia; (iii) Greenwich Holdings Ltd., a Cyprus holding company ("Greenwich"); (iv) John Fredriksen, a Cyprus citizen ("Mr. Fredriksen") and (v) C.K. Limited, a Jersey company ("C.K. Limited") (collectively, the "Reporting Persons").

The total Common Units reported as beneficially owned by each of World Shipholding, Greenwich, Mr. Fredriksen and C.K. Limited include the Common Units reported as beneficially owned by Golar LNG Limited. As of November 7, 2012, World Shipholding beneficially owned 36,755,080 common shares of Golar LNG Limited, representing 45.7% of the common shares of Golar LNG Limited then outstanding. As such, World Shipholding may be deemed to share beneficial ownership of the Common Units beneficially owned by Golar LNG Limited, but disclaims such beneficial ownership to the extent such beneficial ownership exceeds its pecuniary interest. Greenwich is the sole shareholder of World Shipholding. Mr. Fredriksen may be deemed to beneficially own the Common Units through

his indirect influence over World Shipholding and Greenwich, the shares of which are held in the Trust, the trustee of which is C.K. Limited. The beneficiaries of the Trust are certain members of Mr. Fredriksen's family. Mr. Fredriksen disclaims beneficial ownership of the Common Units except to the extent of his voting and dispositive interests in such Common Units. Mr. Fredriksen has no pecuniary interest in the Common Units.

(i) The address of Golar LNG Limited's principal place of business is Par-la-Ville Place, 4th Floor, 14 Par-la-Ville Road, Hamilton HM 08, Bermuda. The principal business of Golar LNG Limited is to engage in the acquisition, ownership, operation and chartering of LNG carriers and floating storage and regasification units through its subsidiaries and the development of natural gas liquefaction projects.

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The name, citizenship, residence or business address, present principal occupation and the name, principal business and address of any corporation or other organization in which such employment is conducted of each executive officer and director of Golar LNG Limited is set forth below. Unless otherwise indicated, the present principal occupation of each person is with Golar LNG Limited. If no business address is given, the director's or executive officer's business address is Par-La-Ville Place, 4th Floor, 14 Par-La-Ville Road, Hamilton HM 08, Bermuda.

| | | |
|------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| John Fredriksen | Chairman and President | Mr. Fredriksen's principal business address is c/o Seatankers Co. Ltd., P.O. Box 53562 CY3399, Limassol Cyprus. Mr. Fredriksen is also the Chairman, President and Director of Frontline Ltd. and Seadrill Limited. Mr. Fredriksen also serves as a director of Golden Ocean Group Limited. Mr. Fredriksen is a citizen of Cyprus. |
| Tor Olav Trøim | Director | Mr. Trøim's principal business address is c/o Seadrill Limited, Par-la-Ville Place, 14 Par-la-Ville Road, Hamilton, HM 08, Bermuda. Mr. Trøim also serves as the Chairman of the board of directors of Golar LNG Partners LP., Independent Tanker Corporation Ltd., and he is a director of Seadrill Limited, Golden Ocean Group Ltd., Golden State Petro (IOM I-A) Plc, Archer Limited and as an alternate director of Frontline. Mr. Trøim is a citizen of Norway. |
| Kate Blankenship | Director | Ms. Blankenship's principal business address is c/o Frontline Ltd., 4th Floor, Par-la-Ville Place, 14 Par-la-Ville Road, Hamilton HM08, Bermuda. Ms. Blankenship also serves as a Director of Frontline Ltd., |

Seadrill Limited, Ship Finance International Limited, Knightsbridge Tankers Limited, Golden Ocean Group Limited, Independent Tankers Corporation, North Atlantic Drilling Limited and Seadrill Partners LLC. Ms. Blankenship is a citizen of the United Kingdom.

Kathrine Fredriksen

Director

Ms. Fredriksen's principal business address is c/o Frontline Ltd., 4th Floor, Par-la-Ville Place, 14 Par-la-Ville Road, Hamilton HM08, Bermuda. Ms. Fredriksen also serves as a director of Frontline Ltd. and Independent Tankers Corporation. Ms. Fredriksen is a citizen of Norway.

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|-----------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hans Petter Aas | Director | Mr. Aas is a director of Ship Finance International Limited and Knutsen Offshore Tanker Co ASA and is a director of the Norwegian Export Credit Guaranty Institute. Mr. Aas is a citizen of Norway. |
| Doug Arnell | Chief Executive Officer of Golar Management Limited. | Mr. Arnell is a citizen of Canada. |
| Brian Tienzo | Chief Financial Officer of Golar Management Limited. | Mr. Tienzo is a citizen of the United Kingdom. |
| Oistein Dahl | Chief Operating Officer and Managing Director of Golar Wilhelmsen | Mr. Dahl is a citizen of Norway. |
| Hugo Skar | Vice President of Project Management | Mr. Skar is a citizen of Norway. |

(ii) The address of World Shipholding's principal place of business is P.O. Box 53562, CY3399 Limassol, Cyprus. The principal business of World Shipholding is acting as an investment holding company. The name, citizenship, present principal occupation and the name, principal business and address of any corporation or other organization in which such employment is conducted of World Shipholding's director is set forth below. World Shipholding does not have any executive officers.

| | | |
|---------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Demetrios Antoniou Hannas | Director | Mr. Hannas' principal business address is Deana Beach Apartments, Block 1, 4th Floor, Promachon Eleftherias Street, Ayios Athanasios, CY - 4103 Limassol, Cyprus. Mr. Hannas is a citizen of Cyprus. |
|---------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(iii) The address of Greenwich's principal place of business is P.O. Box 53562, CY3399 Limassol, Cyprus. The principal business of Greenwich is acting as an investment holding company. The name, citizenship, present principal occupation and the name, principal business and address of any corporation or other organization in which such employment is conducted of Greenwich's director is set forth below. Greenwich does not have any executive officers.

| | | |
|---------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Demetrios Antoniou Hannas | Director | Mr. Hannas' principal business address is Deana Beach Apartments, Block 1, 4th Floor, Promachon Eleftherias Street, Ayios Athanasios, CY - 4103 Limassol, Cyprus. Mr. Hannas is a citizen of Cyprus. |
|---------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(iv) Mr. Fredriksen is a citizen of Cyprus and his present principal occupation is as Chairman, Chief Executive Officer, President and a Director of Frontline Ltd. Mr. Fredriksen's principal business address is c/o Seatankers Co. Ltd., P.O. Box 53562 CY3399, Limassol Cyprus.

(v) The address of C.K. Limited's principal place of business is 13 Castle Street, St Helier, Jersey JE4 5UT. The principal business of C.K. Limited is acting as trustee of the Trust. The name, citizenship, present principal occupation and the name, principal business and address of any corporation or other organization in which such employment is conducted of each director is set forth below. C.K. Limited does not have any executive officers.

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| | | |
|-------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Demetrios Antoniou Hannas | Director | Mr. Hannas' principal business address is Deana Beach Apartments, Block 1, 4th Floor, Promachon Eleftherias Street, Ayios Athanasios, CY - 4103 Limassol, Cyprus. Mr. Hannas is a citizen of Cyprus. |
| Chris Bunt | Director | Mr. Bunt's principal business address is 13 Castle Street, St Helier, Jersey JE4 5UT. Mr. Bunt is a citizen of Jersey. |
| Charles Guy Malet de Carteret | Director | Mr. Carteret's principal business address is 13 Castle Street, St Helier, Jersey JE4 5UT. Mr. Carteret is a citizen of Jersey. |
| Simon Paul Alan Brewer | Director | Mr. Brewer's principal business address is 13 Castle Street, St Helier, Jersey JE4 5UT. Mr. Brewer is a citizen of Jersey. |

(d. and e.) To the best knowledge of the Reporting Persons, none of the entities or persons identified in this Item 2, has, during the past five years, been convicted of any criminal proceeding (excluding traffic violations or similar misdemeanors), nor been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Sources and Amount of Funds or Other Consideration

On July 16, 2012, Golar LNG Limited purchased in a private placement 969,305 Common Units from the Partnership for \$30 million, or \$30.95 per Common Unit, representing working capital of Golar LNG Limited. On the same date, the Partnership closed on the underwritten public offering of 6,325,000 Common Units at the same price per Common Unit paid by Golar LNG Limited.

On November 7, 2012, Golar LNG Limited purchased in a private placement 1,524,590 Common Units from the Partnership for \$46.5 million, or \$30.50 per Common Unit, representing working capital of Golar LNG Limited. On the same date, the Partnership closed on the underwritten public offering of 4,300,000 Common Units at the same price per Common Unit paid by Golar LNG Limited.

To the best knowledge of the Reporting Persons, none of the other persons named in Item 2 hold Common Units in their accounts. Other than as described above there are no material changes from the Schedule 13D filed with the U.S Securities and Exchange Commission (the "Commission") on April 25, 2011.

Item 4. Purpose of Transaction

The information contained in Item 3 above is incorporated herein by reference.

Golar LNG Limited acquired the Common Units for investment purposes. The Reporting Persons at any time and from time to time may acquire additional Common Units or dispose of any or all of Common Units they own depending upon an ongoing evaluation of the investment in the Common Units, prevailing market conditions, other investment opportunities, other investment considerations and/or other factors.

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The Reporting Persons have no plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j) inclusive of the instructions to Item 4 of the Schedule 13D. The Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto.

Other than as described above there are no material changes from the Schedule 13D filed with the Commission on April 25, 2011.

Item 5. Interest in Securities of the Issuer.

(a) – (b) The aggregate number and percentage of common units beneficially owned by the Reporting Persons (on the basis of a total of 36,246,149 Common Units issued and outstanding as of November 7, 2012, the date of the closing of the November 2012 Private Placement) are as follows:

Golar LNG Limited

- | | | |
|------|---------------------------------------------------------------------|-------------------|
| a) | Amount beneficially owned: 11,821,149 | Percentage: 32.6% |
| b) | Number of Common Units to which the Reporting Person has: | |
| i. | Sole power to vote or to direct the vote: 0 | |
| ii. | Shared power to vote or to direct the vote: 11,821,149 | |
| iii. | Sole power to dispose or to direct the disposition of: 0 | |
| iv. | Shared power to dispose or to direct the disposition of: 11,821,149 | |

World Shipholding

- | | | |
|------|---------------------------------------------------------------------|-------------------|
| a) | Amount beneficially owned: 11,821,149 | Percentage: 32.6% |
| b) | Number of Common Units to which the Reporting Person has: | |
| i. | Sole power to vote or to direct the vote: 0 | |
| ii. | Shared power to vote or to direct the vote: 11,821,149 | |
| iii. | Sole power to dispose or to direct the disposition of: 0 | |
| iv. | Shared power to dispose or to direct the disposition of: 11,821,149 | |

Greenwich

- | | | |
|------|---------------------------------------------------------------------|-------------------|
| a) | Amount beneficially owned: 11,821,149 | Percentage: 32.6% |
| b) | Number of Common Units to which the Reporting Person has: | |
| i. | Sole power to vote or to direct the vote: 0 | |
| ii. | Shared power to vote or to direct the vote: 11,821,149 | |
| iii. | Sole power to dispose or to direct the disposition of: 0 | |
| iv. | Shared power to dispose or to direct the disposition of: 11,821,149 | |

Fredriksen

- | | | |
|-----|-----------------------------------------------------------|-------------------|
| a) | Amount beneficially owned: 11,821,149 | Percentage: 32.6% |
| b) | Number of Common Units to which the Reporting Person has: | |
| i. | Sole power to vote or to direct the vote: 0 | |
| ii. | Shared power to vote or to direct the vote: 11,821,149 | |

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- iii. Sole power to dispose or to direct the disposition of: 0
- v. Shared power to dispose or to direct the disposition of: 11,821,149

C.K. Limited

- a) Amount beneficially owned: 11,821,149 Percentage: 32.6%
 - b) Number of Common Units to which the Reporting Person has:
 - iv. Sole power to vote or to direct the vote: 0
 - v. Shared power to vote or to direct the vote: 11,821,149
 - vi. Sole power to dispose or to direct the disposition of: 0
 - vii. Shared power to dispose or to direct the disposition of: 11,821,149
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(c.) To the best knowledge of the Reporting Persons, no transactions were effected by the persons enumerated in Item 2 during the past 60 days other than the transactions described herein.

(d.) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any of the Common Units beneficially owned by the Reporting Persons.

(e.) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Pursuant to the Unit Purchase Agreement attached hereto as Exhibit C, Golar LNG Limited agreed to purchase directly from Partnership 969,305 Common Units for \$30 million, or \$30.95 per Common Unit. This transaction closed on July 16, 2012.

Pursuant to the Unit Purchase Agreement attached hereto as Exhibit D, Golar LNG Limited agreed to purchase directly from Partnership 1,524,590 Common Units for \$46.5 million, or \$30.50 per Common Unit. This transaction closed on November 7, 2012.

Other than as described above there are no material changes from the Schedule 13D filed with the Commission on April 25, 2011.

Item 7. Material to be Filed as Exhibits.

Exhibit A Joint Filing Agreement.*

Exhibit B First Amended and Restated Agreement of Limited Partnership of Golar LNG Partners LP, dated as of April 13, 2011 (incorporated by reference to Exhibit 3.2 of the Registration Statement on Form F-1 of Golar LNG Partners LP that was filed with the Securities and Exchange Commission on March 30, 2011).

Exhibit C Unit Purchase Agreement dated July 10, 2012.*

Exhibit D Unit Purchase Agreement dated November 1, 2012.*

* Filed herewith.

SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

November 21, 2012

GOLAR LNG LIMITED

By: /s/ Doug Arnell
Name: Doug Arnell
Title: Principal Executive Officer

WORLD SHIPHOLDING LIMITED

By: /s/ Demetrios Antoniou Hannas
Name: Demetrios Antoniou Hannas
Title: Director

GREENWICH HOLDINGS, LTD.

By: /s/ Demetrios Antoniou Hannas
Name: Demetrios Antoniou Hannas
Title: Director

/s/ John Fredriksen
John Fredriksen *

C.K. LIMITED

By: /s/ Demetrios Antoniou Hannas
Name: Demetrios Antoniou Hannas
Title: Director

*The Reporting Person disclaims beneficial ownership in the Common Units reported herein except to the extent of his voting and dispositive interests therein. In addition, the Reporting Person has no pecuniary interest in the Common Units reported herein.

Exhibit A

JOINT FILING AGREEMENT

The undersigned, being duly authorized thereunto, hereby executes this agreement as an exhibit to this Schedule 13D/A with respect to the securities of Golar LNG Partners LP to evidence the agreement of the below-named parties, in accordance with the rules promulgated pursuant to the Securities Exchange Act of 1934, as amended, to file this Schedule 13D/A jointly on behalf of each such party.

November 21, 2012

GOLAR LNG LIMITED

By: /s/ Doug Arnell
Name: Doug Arnell
Title: Principal Executive Officer

WORLD SHIPHOLDING LIMITED

By: /s/ Demetrios Antoniou Hannas
Name: Demetrios Antoniou Hannas
Title: Director

GREENWICH HOLDINGS LTD.

By: /s/ Demetrios Antoniou Hannas
Name: Demetrios Antoniou Hannas
Title: Director

/s/ John Fredriksen
John Fredriksen

C.K. LIMITED

By: /s/ Demetrios Antoniou Hannas
Name: Demetrios Antoniou Hannas
Title: Director

UNIT PURCHASE AGREEMENT

This UNIT PURCHASE AGREEMENT (this "Agreement") is made effective as of July 10, 2012, between GOLAR LNG PARTNERS LP, a Marshall Islands limited partnership ("Seller"), and GOLAR LNG LIMITED, a Bermuda exempted company ("Buyer").

RECITAL

Upon the terms and subject to the conditions set forth herein, Seller desires to sell and Buyer desires to purchase 969,305 common units of Seller (the "Units") at the same per unit price and at the same time as up to an aggregate of 6,325,000 common units of Seller are to be sold to certain underwriters in connection with a public offering of common units contemplated by the Seller's prospectus supplement dated July 10, 2012 (the "Public Sale").

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Purchase and Sale of the Units

1.1 Sale of the Units. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, 969,305 Units in consideration of an aggregate payment of \$29,999,989.75 (the "Purchase Price") by Buyer; the per Unit purchase price equal to the \$30.95 public offering price per unit of the common units to be sold in the Public Sale.

1.2 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place concurrently with the closing of the Public Sale pursuant to an underwriting agreement between Seller, the underwriters named therein and the other parties thereto (the "Underwriting Agreement").

1.3 Closing Deliveries

(a) At the Closing, Buyer shall deliver to Seller as consideration for the Units purchased by Buyer an acknowledgement of receipt of the Purchase Price.

(b) At the Closing, Seller shall cause Seller's transfer agent to record the ownership of the Units on the records of the transfer agent in accordance with instructions from Buyer.

1.4 Closing Condition; Termination. Buyer's obligation to purchase the Units in accordance with this Agreement is subject to the closing of the Public Sale contemplated by the Underwriting Agreement. If the Underwriting Agreement is terminated or if it shall not be entered into prior to July 11, 2012, this Agreement shall automatically terminate.

Section 2. Representations and Warranties

2.1 Buyer's Representations and Acknowledgements. Buyer represents and warrants to Seller that:

(a) Buyer has all requisite power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby and this Agreement is a valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms; and

(b) The Units are being acquired solely for the account of Buyer and not with a view to, or for resale in connection with, a distribution of all or any part thereof.

Buyer acknowledges and understands that the Units have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), and therefore are subject to resale restrictions. Buyer agrees to the placement of a legend on any Unit certificate or on the records of the transfer agent to the effect that the Units may not be sold without registration under the 1933 Act or pursuant to an exemption from registration.

2.2 Seller's Representations. Seller represents and warrants to Buyer that:

(a) Seller has all necessary power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby and this Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(b) No consent, approval or authorization of any third party is required for consummation by Seller of the transactions contemplated by this Agreement, and the execution and delivery of this Agreement and the performance of the transactions contemplated hereby do not violate, conflict with, or cause a default under any contract, agreement, document, or instrument, any law, rule, regulation or any judicial or administrative decision to which Seller or the Units may be subject, or that would create a lien, security interest, encumbrance or restriction of any kind upon the Units; and

(c) Upon the payment for the Units in accordance with the terms of this Agreement, good and marketable title to all of the Units, free and clear of all mortgages, liens, security interests, pledges, charges, encumbrances or claims of any kind will be sold to and vest in Buyer.

2.3 Survival; Indemnity. All representations and warranties made herein shall survive the Closing. Buyer agrees to indemnify and hold Seller harmless from any and all losses, damages, claims, actions and proceedings, including any legal or other expenses, arising out of any breach of any representation or warranty made by the Buyer herein and Seller agrees to indemnify and hold Buyer harmless from any and all losses, damages, claims, actions and proceedings, including any legal or other expenses, arising out of any breach of any representation or warranty made by the Seller herein.

Section 3. Further Assurances

Each party agrees to, at any time and from time to time, promptly execute and deliver such further agreements, documents and instruments, and promptly take or forbear from taking such further actions as the other party may reasonably request in order to more effectively confirm or carry out the provisions of this Agreement.

Section 4. Miscellaneous

4.1 Entire Agreement. Each party hereto acknowledges that this Agreement embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought.

4.2 Binding Nature. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, personal representatives and assigns.

4.3 Governing Law. This Agreement shall be governed by and construed under the laws of the state of New York.

4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this UNIT PURCHASE AGREEMENT as of the date first written above.

THE SELLER:

GOLAR LNG PARTNERS LP

By: /s/ Graham Robjohns
Name: Graham Robjohns
Title:

BUYER:

GOLAR LNG LIMITED

By: Georgina E.Sousa
Name: Georgina E. Sousa
Title: Secretary

UNIT PURCHASE AGREEMENT

This UNIT PURCHASE AGREEMENT (this "Agreement") is made effective as of November 1, 2012, between GOLAR LNG PARTNERS LP, a Marshall Islands limited partnership ("Seller"), and GOLAR LNG LIMITED, a Bermuda exempted company ("Buyer").

RECITAL

Upon the terms and subject to the conditions set forth herein, Seller desires to sell and Buyer desires to purchase 1,524,590 common units of Seller (the "Units") at the same per unit price and at the same time as up to an aggregate of 4,300,000 common units of Seller are to be sold to certain underwriters in connection with a public offering of common units contemplated by the Seller's prospectus supplement dated November 1, 2012 (the "Public Sale").

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Purchase and Sale of the Units

1.1 Sale of the Units. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, 1,524,590 Units in consideration of an aggregate payment of \$46.5 million (the "Purchase Price") by Buyer; the per Unit purchase price equal to the \$30.50 price per Unit to be paid by the underwriter in the Public Sale as set forth in the underwriting agreement, dated November 1, 2012, between Seller, the underwriter named therein and the other parties thereto (the "Underwriting Agreement").

1.2 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place concurrently with the closing of the Public Sale pursuant to the Underwriting Agreement.

1.3 Closing Deliveries

(a) At the Closing, Buyer shall deliver to Seller as consideration for the Units purchased by Buyer an acknowledgement of receipt of the Purchase Price.

(b) At the Closing, Seller shall cause Seller's transfer agent to record the ownership of the Units on the records of the transfer agent in accordance with instructions from Buyer.

1.4 Closing Condition; Termination. Buyer's obligation to purchase the Units in accordance with this Agreement is subject to the closing of the Public Sale contemplated by the Underwriting Agreement. If the Underwriting Agreement is terminated or if it shall not be entered into prior to November 30, 2012, this Agreement shall automatically terminate.

Section 2. Representations and Warranties

2.1 Buyer's Representations and Acknowledgements. Buyer represents and warrants to Seller that:

(a) Buyer has all requisite power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby and this Agreement is a valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms; and

(b) The Units are being acquired solely for the account of Buyer and not with a view to, or for resale in connection with, a distribution of all or any part thereof.

Buyer acknowledges and understands that the Units have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), and therefore are subject to resale restrictions. Buyer agrees to the placement of a legend on any Unit certificate or on the records of the transfer agent to the effect that the Units may not be sold without registration under the 1933 Act or pursuant to an exemption from registration.

2.2 Seller's Representations. Seller represents and warrants to Buyer that:

(a) Seller has all necessary power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby and this Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(b) No consent, approval or authorization of any third party is required for consummation by Seller of the transactions contemplated by this Agreement, and the execution and delivery of this Agreement and the performance of the transactions contemplated hereby do not violate, conflict with, or cause a default under any contract, agreement, document, or instrument, any law, rule, regulation or any judicial or administrative decision to which Seller or the Units may be subject, or that would create a lien, security interest, encumbrance or restriction of any kind upon the Units; and

(c) Upon the payment for the Units in accordance with the terms of this Agreement, good and marketable title to all of the Units, free and clear of all mortgages, liens, security interests, pledges, charges, encumbrances or claims of any kind will be sold to and vest in Buyer.

2.3 Survival; Indemnity. All representations and warranties made herein shall survive the Closing. Buyer agrees to indemnify and hold Seller harmless from any and all losses, damages, claims, actions and proceedings, including any legal or other expenses, arising out of any breach of any representation or warranty made by the Buyer herein and Seller agrees to indemnify and hold Buyer harmless from any and all losses, damages, claims, actions and proceedings, including any legal or other expenses, arising out of any breach of any representation or warranty made by the Seller herein.

Section 3. Further Assurances

Each party agrees to, at any time and from time to time, promptly execute and deliver such further agreements, documents and instruments, and promptly take or forbear from taking such further actions as the other party may reasonably request in order to more effectively confirm or carry out the provisions of this Agreement.

Section 4. Miscellaneous

4.1 Entire Agreement. Each party hereto acknowledges that this Agreement embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought.

4.2 Binding Nature. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, personal representatives and assigns.

4.3 Governing Law. This Agreement shall be governed by and construed under the laws of the state of New York.

4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this UNIT PURCHASE AGREEMENT as of the date first written above.

THE SELLER:

GOLAR LNG PARTNERS LP

By: /s/ Graham Robjohns
Name: Graham Robjohns
Title: Attorney-in-fact

BUYER:

GOLAR LNG LIMITED

By: /s/ Brian Tienzo
Name: Brian Tienzo
Title: Attorney-in-fact