



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

FORM 20-F

- (Mark One)
- ☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934
 - ☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE FISCAL YEAR ENDED DECEMBER 31, 2019
 - ☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
 - ☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

GasLog Ltd.

(Exact name of Company as specified in its charter)

Not Applicable

(Translation of Company's name into English)

Bermuda

(Jurisdiction of incorporation or organization)

c/o GasLog LNG Services Ltd
69 Akti Miaouli
18537 Piraeus
Greece

(Address of principal executive offices)

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(Name, Telephone, E-mail and/or Facsimile number and Address of Company contact person)

SECURITIES REGISTERED OR TO BE REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of Each Class	Trading Symbols	Name of Each Exchange on Which Registered
Common Shares, \$0.01 par value per share	GLOG	New York Stock Exchange
Series A Preference Shares, \$0.01 par value per share	GLOG PR A	New York Stock Exchange

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: None

SECURITIES FOR WHICH THERE IS A REPORTING OBLIGATION PURSUANT TO SECTION 15(d) OF THE ACT: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

As of December 31, 2019, there were 80,871,670 common shares of the Company's common stock and 4,600,000 Series A Preference Shares issued and outstanding.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☒ No ☐

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically, every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer", "accelerated filer", and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Emerging Growth Company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards[†] provided pursuant to Section 13(a) of the Exchange Act. ☐

[†] The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing.

U.S. GAAP ☐ International Financial Reporting Standards as issued by the International Accounting Standards Board ☒ Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

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ABOUT THIS REPORT

In this annual report, unless otherwise indicated:

- "GasLog", the "Company", the "Group", "we", "our", "us" or similar terms refer to GasLog Ltd. or any one or more of its subsidiaries (including GasLog Partners LP) or their predecessors, or to such entities collectively, except that when such terms are used in this annual report in reference to the common shares or the 8.75% Series A Cumulative Redeemable Perpetual Preference Shares (the "Preference Shares"), they refer to GasLog Ltd.;
- "GasLog Partners" or the "Partnership", refers to GasLog Partners LP, a master limited partnership formed by GasLog to acquire, own and operate liquefied natural gas carriers under multi-year charters, or any one or more of GasLog Partners' subsidiaries;
- the "general partner" refers to GasLog Partners GP LLC, the general partner of GasLog Partners;
- "GasLog LNG Services" refers to GasLog LNG Services Ltd., our wholly owned subsidiary;
- "our vessels" or "our ships" refers to the LNG carriers owned or controlled by the Company and its subsidiaries, including the LNG carriers owned by GasLog Partners; "our wholly owned vessels" or "our wholly owned ships" refers to the LNG carriers owned by the Company and its subsidiaries, excluding any LNG carriers owned by GasLog Partners (in which we hold the controlling general partner interest as well as limited partner interests) and its subsidiaries and Egypt LNG Shipping Ltd. (in which we hold a 25.0% equity interest);
- "Shell" refers to Royal Dutch Shell plc, or any one or more of its subsidiaries;
- "BG Group" refers to BG Group plc. BG Group was acquired by Shell on February 15, 2016;
- "MSL" refers to Methane Services Limited, a subsidiary of Shell;
- "Samsung" refers to Samsung Heavy Industries Co., Ltd. or any one or more of its subsidiaries;
- "Hyundai" refers to Hyundai Heavy Industries Co., Ltd. or any one or more of its subsidiaries;
- "Total" refers to Total Gas & Power Limited—London, Meyrin—Geneva Branch, a wholly owned subsidiary of Total S.A.;
- "Centrica" refers to Pioneer Shipping Limited, a wholly owned subsidiary of Centrica plc;
- "Cheniere" refers to Cheniere Marketing International LLP, a wholly owned subsidiary of Cheniere Energy, Inc.;
- "Trafigura" refers to Trafigura Maritime Logistics PTE Ltd.;
- "Egypt LNG" refers to Egypt LNG Shipping Ltd.;
- "Gunvor" refers to Clearlake Shipping Pte. Ltd., a wholly owned subsidiary of Gunvor Group Ltd.;
- "Sinolam" refers to Sinolam LNG Terminal, S.A.;
- "Endesa" refers to Endesa S.A.;
- "Jera" refers to LNG Marine Transport Limited, the principal LNG shipping entity of Japan's Jera Co., Inc.;
- "Gastrade" refers to Gastrade S.A.;
- "the Cool Pool" refers to The Cool Pool Limited;

- "Ceres Shipping" refers to Ceres Shipping Ltd.;
- "NYSE" refers to the New York Stock Exchange;
- "SEC" refers to the U.S. Securities and Exchange Commission;
- "IFRS" refers to International Financial Reporting Standards;
- "IASB" refers to International Accounting Standards Board;
- "dollars" and "\$" refers to, and amounts are presented in, U.S. dollars;
- "LNG" refers to liquefied natural gas;
- "FSRUs" refers to Floating Storage and Regasification Units;
- "FSUs" refers to Floating Storage Units;
- "TFDE" refers to tri-fuel diesel electric engine propulsion;
- "Steam" refers to steam turbine propulsion;
- "cbm" refers to cubic meters;
- "mtpa" refers to million tonnes per annum;
- "X-DF" refers to low pressure dual fuel two-stroke engine propulsion manufactured by Winterthur Gas & Diesel;
- "Dynagas" refers to Dynagas Ltd. and "Golar" refers to Golar LNG Ltd.; and
- "Mitsui" refers to Mitsui Co., Ltd. and "Lepta Shipping" refers to Lepta Shipping Co., Ltd., a subsidiary of Mitsui.

FORWARD-LOOKING STATEMENTS

All statements in this annual report that are not statements of historical fact are "forward-looking statements" within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements that address activities, events or developments that the Company expects, projects, believes or anticipates will or may occur in the future, particularly in relation to our operations, cash flows, financial position, liquidity and cash available for dividends or distributions, plans, strategies, business prospects and changes and trends in our business and the markets in which we operate. In some cases, predictive, future-tense or forward-looking words such as "believe", "intend", "anticipate", "estimate", "project", "forecast", "plan", "potential", "may", "should", "could" and "expect" and similar expressions are intended to identify forward-looking statements, but are not the exclusive means of identifying such statements. In addition, we and our representatives may from time to time make other oral or written statements which are forward-looking statements, including in our periodic reports that we file with the SEC, other information sent to our security holders and other written materials. We caution that these forward-looking statements represent our estimates and assumptions only as of the date of this annual report or the date on which such oral or written statements are made, as applicable, about factors that are beyond our ability to control or predict and are not intended to give any assurance as to future results. Any of these factors or a combination of these factors could materially affect future results of operations and the ultimate accuracy of the forward-looking statements. Accordingly, you should not unduly rely on any forward-looking statements.

Factors that might cause future results and outcomes to differ include, but are not limited to, the following:

- general LNG shipping market conditions and trends, including spot and multi-year charter rates, ship values, factors affecting supply and demand of LNG and LNG shipping, including

geopolitical events, technological advancements and opportunities for the profitable operations of LNG carriers;

- fluctuations in charter hire rates, vessel utilization and vessel values;
- increased exposure to the spot market and fluctuations in spot charter rates;
- our ability to maximize the use of our vessels, including the re-deployment or disposition of vessels which are not under multi-year charters, including the risk that certain of our vessels may no longer have the latest technology at such time which may impact our ability to secure employment for such vessels as well as the rate at which we can charter such vessels;
- changes in our operating expenses, including crew wages, maintenance, dry-docking and insurance costs and bunker prices;
- number of off-hire days and dry-docking requirements including our ability to complete scheduled dry-dockings on time and within budget;
- planned capital expenditures and availability of capital resources to fund capital expenditures;
- our ability to maintain long term relationships and enter into time charters with new and existing customers;
- fluctuations in prices for crude oil, petroleum products and natural gas;
- changes in the ownership of our charterers;
- our customers' performance of their obligations under our time charters and other contracts;
- our future operating performance and expenses, financial condition, liquidity and cash available for dividends and distributions;
- our ability to obtain debt and equity financing on acceptable terms to fund capital expenditures, acquisitions and other corporate activities, funding by banks of their financial commitments, and our ability to meet our restrictive covenants and other obligations under our credit facilities;
- future, pending or recent acquisitions of or orders for ships or other assets, business strategy, areas of possible expansion and expected capital spending;
- the time that it may take to construct and deliver newbuildings and the useful lives of our ships;
- fluctuations in currencies and interest rates;
- the expected cost of and our ability to comply with environmental and regulatory requirements, including with respect to emissions of air pollutants and greenhouse gases, as well as future changes in such requirements or other actions taken by regulatory authorities, governmental organizations, classification societies and standards imposed by our charterers applicable to our business;
- risks inherent in ship operation, including the discharge of pollutants;
- the impact of environmental liabilities on us and the shipping industry, including climate change;
- our ability to retain key employees and the availability of skilled labor, ship crews and management;
- potential disruption of shipping routes due to accidents, diseases, pandemics, political events, piracy or acts by terrorists;
- potential liability from future litigation;

- any malfunction or disruption of information technology systems and networks that our operations rely on or any impact of a possible cybersecurity event; and
- other factors discussed in "Item 3. Key Information—D. Risk Factors" of this annual report.

We undertake no obligation to update or revise any forward-looking statements contained in this annual report, whether as a result of new information, future events, a change in our views or expectations or otherwise, except as required by applicable law. New factors emerge from time to time and it is not possible for us to predict all of these factors. Further, we cannot assess the impact of each such factor on our business or the extent to which any factor, or combination of factors, may cause actual results to be materially different from those contained in any forward-looking statement.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. Selected Financial Data

The following table presents summary consolidated financial and other data of GasLog for each of the five years in the five-year period ended December 31, 2019. The summary consolidated financial data of GasLog as of December 31, 2018 and 2019, and for each of the years in the three-year period ended December 31, 2019, is derived from our audited consolidated financial statements included in "Item 18. Financial Statements". The selected consolidated financial data as of December 31, 2015, 2016 and 2017, and for the years ended December 31, 2015 and 2016, is derived from our audited consolidated financial statements which are not included in this annual report. Our consolidated financial statements are prepared and presented in accordance with IFRS, as issued by the IASB.

This information should be read together with, and is qualified in its entirety by, our consolidated financial statements and the notes thereto included in "Item 18. Financial Statements". You should also read "Item 5. Operating and Financial Review and Prospects".

	Year Ended December 31,				
	2015	2016	2017	2018	2019
(in thousands of U.S. dollars, except share and per share data)					
CONSOLIDATED STATEMENT OF PROFIT OR LOSS					
Revenues	\$ 415,078	\$ 466,059	\$ 525,229	\$ 618,344	\$ 668,637
Net pool allocation	—	(4,674)	7,254	17,818	(4,264)
Voyage expenses and commissions	(14,290)	(10,510)	(15,404)	(20,374)	(23,772)
Vessel operating and supervision costs	(98,552)	(112,632)	(122,486)	(128,084)	(139,662)
Depreciation	(106,641)	(122,957)	(137,187)	(153,193)	(168,041)
Impairment loss on vessels	—	—	—	—	(162,149)
General and administrative expenses	(41,282)	(38,642)	(39,850)	(41,993)	(47,385)
Profit from operations	154,313	176,644	217,556	292,518	123,364
Financial costs	(91,956)	(137,316)	(139,181)	(166,627)	(190,481)
Financial income	427	720	2,650	4,784	5,318
(Loss)/gain on derivatives	(10,332)	(13,419)	2,025	(6,077)	(55,441)
Share of profit of associates	1,216	1,422	1,159	1,800	1,627
Total other expenses, net	(100,645)	(148,593)	(133,347)	(166,120)	(238,977)
Profit/(loss) for the year	\$ 53,668	\$ 28,051	\$ 84,209	\$ 126,398	\$ (115,613)
Profit/(loss) attributable to owners of the Group	\$ 10,829	\$ (21,486)	\$ 15,506	\$ 47,683	\$ (100,661)
Profit/(loss) attributable to non-controlling interests	\$ 42,839	\$ 49,537	\$ 68,703	\$ 78,715	\$ (14,952)
Earnings/(loss) per share ("EPS"), basic	\$ 0.04	\$ (0.39)	\$ 0.07	\$ 0.47	\$ (1.37)
EPS, diluted	\$ 0.04	\$ (0.39)	\$ 0.07	\$ 0.46	\$ (1.37)
Weighted average number of shares, basic	80,496,314	80,534,702	80,622,788	80,792,837	80,849,818
Weighted average number of shares, diluted	80,610,420	80,534,702	81,266,130	81,637,022	80,849,818
Dividends declared per common share	\$ 0.56	\$ 0.56	\$ 0.56	\$ 0.59	\$ 0.60
Dividends declared per preference share	\$ 1.60	\$ 2.19	\$ 2.19	\$ 2.19	\$ 2.19
Special dividends declared per common share	\$ —	\$ —	\$ —	\$ 0.40	\$ 0.38

	As of December 31,				
	2015	2016	2017	2018	2019
	(in thousands of U.S. dollars)				
CONSOLIDATED STATEMENT OF FINANCIAL POSITION DATA					
Cash and cash equivalents	\$ 302,988	\$ 227,024	\$ 384,092	\$ 342,594	\$ 263,747
Short-term investments	6,000	18,000	—	25,000	4,500
Restricted cash	62,718	42	—	—	—
Investment in associates ⁽¹⁾	6,274	6,265	20,800	20,713	21,620
Tangible fixed assets ⁽²⁾	3,400,270	3,889,047	3,772,566	4,323,582	4,427,065
Vessels under construction	178,405	96,356	166,655	159,275	203,323
Right-of-use assets ⁽³⁾	—	222,004	214,329	206,753	206,495
Total assets	4,039,621	4,515,164	4,634,891	5,174,807	5,223,195
Borrowings, current portion	636,987	147,448	179,367	520,550	255,422
Borrowings, non-current portion	1,737,500	2,504,578	2,368,189	2,307,909	2,891,973
Lease liability, current portion	—	5,946	6,302	6,675	9,363
Lease liability, non-current portion	—	214,455	207,126	199,424	195,567
Share capital	810	810	810	810	810
Preference Shares	46	46	46	46	46
Equity attributable to owners of the Group	1,001,674	945,643	918,029	879,742	688,335
Non-controlling interests	506,246	564,039	845,105	1,103,380	961,518
Total equity	1,507,920	1,509,682	1,763,134	1,983,122	1,649,853

	Year Ended December 31,				
	2015	2016	2017	2018	2019
	(in thousands of U.S. dollars)				
CONSOLIDATED CASH FLOW DATA					
Net cash provided by operating activities	\$ 161,579	\$ 256,532	\$ 223,630	\$ 283,710	\$ 317,423
Net cash used in investing activities	(704,052)	(771,242)	(74,599)	(692,999)	(442,978)
Net cash provided by financing activities	634,317	439,766	7,265	368,120	50,066

	Year Ended December 31,				
	2015	2016	2017	2018	2019
FLEET DATA⁽⁴⁾					
Number of managed ships at end of period	22	25	23	26	28
Average number of managed ships during period	21.7	23.6	23.4	25.5	27.2
Number of owned ships at end of period	19	22	22	25	27
Average number of owned ships during period	18.2	19.8	22	24.5	26.2
Average age of owned ships (years)	5.2	5.1	6.1	6.4	6.9
Total calendar days for owned and bareboat fleet	6,638	7,568	8,395	9,318	9,934
Total revenue operating days for owned and bareboat fleet ⁽⁵⁾	6,097	7,439	8,317	9,030	9,518

	Year Ended December 31,				
	2015	2016	2017	2018	2019
	(in thousands of U.S. dollars, except per share data)				
OTHER FINANCIAL DATA					
Adjusted EBITDA ⁽⁶⁾	262,969	302,386	356,048	447,747	461,226
Adjusted EPS ⁽⁶⁾	\$ 0.07	\$ (0.03)	\$ (0.00)	\$ 0.57	\$ 0.29
Capital expenditures:					
Payments for fixed assets	728,446	761,513	82,352	673,823	480,553
Common share dividend declared	45,078	45,101	45,144	80,011	79,247
Preference share dividend declared	7,379	10,063	10,064	10,063	10,063

- (1) Consists of our 25.0% ownership interest in Egypt LNG, our 50.0% ownership interest in the Cool Pool and our investment in Gastrade. On October 1, 2015, GasLog, Dynagas and Golar signed an LNG carrier pooling agreement to establish the Cool Pool to market their vessels which are currently operating in the LNG shipping spot market. The Cool Pool allows the participating owners to optimize the operation of the pool vessels through improved scheduling ability, cost efficiencies and common marketing. The objective of the Cool Pool is to serve the transportation requirements of a rapidly growing LNG shipping market by providing customers with reliable, yet flexible, and innovative solutions to meet their increasingly complex shipping requirements. The Cool Pool was incorporated in September 2015. In June and July 2018, Dynagas removed its three vessels from the Cool Pool and renounced its 33% ownership in the Cool Pool. On June 6, 2019, GasLog entered into a termination agreement with the Cool Pool and Golar, whereby GasLog assumed commercial control of its six vessels operating in the LNG carrier spot market through the Cool Pool at that time. Following expiry of their commitments, GasLog vessels were withdrawn from the Cool Pool in June and July 2019. Gastrade is a private limited company licensed to develop an independent natural gas system offshore Alexandroupolis in Northern Greece utilizing an FSRU along with other fixed infrastructure.
- (2) Includes delivered ships (including dry-docking component of vessel cost) as well as office property and other tangible assets, less accumulated depreciation. See Note 6 to our consolidated financial statements included elsewhere in this annual report.
- (3) The balances as of December 31, 2016, 2017 and 2018 represented the vessel held under finance lease and was included in the financial statement line "Vessel held under finance lease", which was renamed to "Right-of-use assets" as of January 1, 2019.
- (4) Presentation of fleet data does not include newbuildings on order during the relevant periods. The data presented regarding our owned fleet includes only our owned ships delivered prior to December 31, 2019 including the ships owned by GasLog Partners. The data presented regarding our managed fleet includes our wholly owned vessels as well as ships owned by GasLog Partners, Egypt LNG and Lepta Shipping that are or were operating under our management.
- (5) The revenue operating days for our owned and bareboat fleet are the total available days after deducting unchartered days. Available days represent the total number of days in a given period that the vessels (including the *Methane Julia Louise*, our vessel on a bareboat charter) were in our possession after deducting the total number of days off-hire not recoverable from the insurers and unavailable days (i.e., periods of commercial waiting time during which we do not earn charter hire, such as days before and after a dry-docking where the vessel has limited ability for chartering opportunities). In 2019, operating days include 1,063 days for our vessels operating in the Cool Pool. We define days off-hire as days lost to, among other things, operational deficiencies, dry-docking for repairs, maintenance or inspection, equipment breakdowns, special surveys and vessel upgrades, delays due to accidents, crew strikes, certain vessel detentions or similar problems, our failure to maintain the vessel in compliance with its specifications and contractual standards or to provide the required crew.
- (6) **Non-GAAP Financial Measures:**

EBITDA is defined as earnings before depreciation, amortization, financial income and costs, gain/loss on derivatives and taxes. Adjusted EBITDA is defined as EBITDA before foreign exchange gains/losses, impairment loss on vessels and restructuring costs. Adjusted EPS represents earnings attributable to owners of the Group before write-off of deferred loan/bond issuance costs/premium, foreign exchange gains/losses, unrealized foreign exchange losses on cash and bond, impairment loss on vessels attributable to the owners of the Group, restructuring costs and non-cash gain/loss on derivatives that includes (if any) (a) unrealized gain/(loss) on derivative financial instruments held for trading, (b) recycled loss of cash flow hedges reclassified to profit or loss and (c) ineffective portion of cash flow hedges, divided by the weighted average number of shares outstanding. EBITDA, Adjusted EBITDA and Adjusted EPS are non-GAAP financial measures that are used as supplemental financial measures by management and external users of financial statements, such as investors, to assess our financial and operating performance. We believe that these non-GAAP financial measures assist our management and investors by increasing the comparability of our performance from period to period. We believe that including EBITDA, Adjusted EBITDA and Adjusted EPS assists our management and investors in (i) understanding and analyzing

the results of our operating and business performance, (ii) selecting between investing in us and other investment alternatives and (iii) monitoring our ongoing financial and operational strength in assessing whether to continue to hold our common shares. This is achieved by excluding the potentially disparate effects between periods of, in the case of EBITDA and Adjusted EBITDA, financial costs, gain/loss on derivatives, taxes, depreciation and amortization, and, in the case of Adjusted EBITDA, foreign exchange gains/losses, impairment loss on vessels and restructuring costs; and in the case of Adjusted EPS, write-off of deferred loan/bond issuance costs/premium, foreign exchange gains/losses, unrealized foreign exchange losses on cash and bond, impairment loss on vessels attributable to the owners of the Group, restructuring costs and non-cash gain/loss on derivatives, which items are affected by various and possibly changing financing methods, financial market conditions, capital structure and historical cost basis and which items may significantly affect results of operations between periods.

EBITDA, Adjusted EBITDA and Adjusted EPS have limitations as analytical tools and should not be considered as alternatives to, or as substitutes for, or superior to, profit, profit from operations or any other measure of financial performance presented in accordance with IFRS. Some of these limitations include the fact that they do not reflect (i) our cash expenditures or future requirements for capital expenditures or contractual commitments, (ii) changes in, or cash requirements for, our working capital needs and (iii) the cash requirements necessary to service interest or principal payments, on our debt. Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will have to be replaced in the future, and EBITDA and Adjusted EBITDA do not reflect any cash requirements for such replacements. EBITDA, Adjusted EBITDA and Adjusted EPS are not adjusted for all non-cash income or expense items that are reflected in our statements of cash flows and other companies in our industry may calculate these measures differently than we do, limiting their usefulness as a comparative measure.

In evaluating Adjusted EBITDA and Adjusted EPS, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in this presentation. Our presentation of Adjusted EBITDA and Adjusted EPS should not be construed as an inference that our future results will be unaffected by the excluded items. Therefore, the non-GAAP financial measures as presented below may not be comparable to similarly titled measures of other companies in the shipping or other industries.

Reconciliation of EBITDA and Adjusted EBITDA to Profit:

	Year Ended December 31,				
	2015	2016	2017	2018	2019
	(in thousands of U.S. dollars)				
Profit/(loss) for the year	\$ 53,668	\$ 28,051	\$ 84,209	\$ 126,398	\$ (115,613)
Depreciation.	106,641	122,957	137,187	153,193	168,041
Financial costs	91,956	137,316	139,181	166,627	190,481
Financial income	(427)	(720)	(2,650)	(4,784)	(5,318)
Loss/(gain) on derivatives	10,332	13,419	(2,025)	6,077	55,441
EBITDA	262,170	301,023	355,902	447,511	293,032
Foreign exchange losses, net	799	1,363	146	236	1,343
Impairment loss on vessels	—	—	—	—	162,149
Restructuring costs	—	—	—	—	4,702
Adjusted EBITDA	\$ 262,969	\$ 302,386	\$ 356,048	\$ 447,747	\$ 461,226

Reconciliation of EPS to Adjusted EPS:

	Year Ended December 31,				
	2015	2016	2017	2018	2019
	(in thousands of U.S. dollars, except share and per share data)				
Profit/(loss) for the period attributable to owners of the Group	\$ 10,829	\$ (21,486)	\$ 15,506	\$ 47,683	\$ (100,661)
Plus:					
Dividend on preference shares	(7,379)	(10,063)	(10,064)	(10,063)	(10,063)
Profit/(loss) for the period available to owners of the Group used in EPS calculation	3,450	(31,549)	5,442	37,620	(110,724)
Weighted average number of shares outstanding, basic	80,496,314	80,534,702	80,622,788	80,792,837	80,849,818
EPS	0.04	(0.39)	0.07	0.47	(1.37)
Profit/(loss) for the period available to owners of the Group used in EPS calculation	3,450	(31,549)	5,442	37,620	(110,724)
Plus:					
Non-cash loss/(gain) on derivatives	1,428	4,984	(6,137)	8,211	54,898
Write-off of deferred loan/bond issuance costs/premium	—	23,097	506	—	1,276
Restructuring costs	—	—	—	—	4,702
Impairment loss on vessels attributable to the owners of the Group	—	—	—	—	67,952
Unrealized foreign exchange losses on cash and bond	—	—	—	—	4,245
Foreign exchange losses, net	799	1,363	146	236	1,343
Adjusted profit attributable to owners of the Group	5,677	(2,105)	(43)	46,067	23,692
Weighted average number of shares outstanding, basic	80,496,314	80,534,702	80,622,788	80,792,837	80,849,818
Adjusted EPS	\$ 0.07	\$ (0.03)	\$ (0.00)	\$ 0.57	\$ 0.29

B. Capitalization and Indebtedness

The following table sets forth our capitalization as of December 31, 2019:

This information should be read in conjunction with "Item 5. Operating and Financial Review and Prospects", and our consolidated financial statements and the related notes thereto included elsewhere in this annual report.

	As of December 31, 2019 (in thousands of U.S. dollars)
Debt:⁽¹⁾	
Borrowings, current portion ⁽²⁾	255,422
Borrowings, non-current portion ⁽²⁾	2,891,973
Lease liability, current portion	9,363
Lease liability, non-current portion	195,567
Total debt	3,352,325
Equity:	
Preference Shares ⁽³⁾	46
Share capital ⁽³⁾	810
Contributed surplus	760,671
Reserves	16,799
Treasury shares ⁽³⁾	(2,159)
Accumulated deficit	(87,832)
Non-controlling interest	961,518
Total equity	1,649,853
Total capitalization	5,002,178

- (1) Our indebtedness, other than under our NOK denominated bonds issued under the agreement signed on June 22, 2016, between GasLog and the bond trustee, as amended (the "NOK 2021 Bonds"), the NOK denominated bonds issued under the agreement signed on November 27, 2019, between GasLog and the bond trustee, as amended (the "NOK 2024 Bonds") and the 8.875% senior unsecured notes due in 2022 and issued in March 2017 and May 2019 (the "8.875% Senior Notes"), is secured by mortgages on our owned ships and is guaranteed by the Company or a combination of the Company and GasLog Partners, in the case of the Partnership's indebtedness. The NOK 2021 Bonds, the NOK 2024 Bonds and the 8.875% Senior Notes (the carrying amounts of which, net of unamortized financing costs and premium as of December 31, 2019, are \$48.9 million, \$100.5 million and \$322.9 million, respectively) are unsecured. Borrowings presented do not include our scheduled debt payments and our prepayments since December 31, 2019 totaling \$109.2 million. See "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities" for more information about our credit facilities.
- (2) Borrowings presented at December 31, 2019, are shown net of \$52.4 million of loan issuance costs that are being amortized over the term of the respective borrowings.
- (3) Does not include any shares that may be issued under the Company's 2013 Omnibus Incentive Compensation Plan. At December 31, 2019, our share capital consisted of 80,993,126 issued and outstanding common shares, 121,456 treasury shares issued and 4,600,000 Preference Shares issued and outstanding.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Risks Inherent in the LNG Carriers Business

As of March 2, 2020, our owned and bareboat fleet consists of 28 LNG carriers (including the 15 LNG carriers owned by GasLog Partners) and seven newbuilds. The majority of our ships currently operate under term time charters with six ships trading in the spot market but the charters of a further seven ships will terminate in 2020 including six steam vessels and one TFDE vessel. On redelivery, the vessels will trade in the short-term spot market unless we are able to secure new term charters. Furthermore, advances in LNG carrier technology may negatively impact our ability to recharter the Steam vessels at attractive rates and may result in lower levels of utilization. Trading vessels in the spot market, or being unable to recharter the Steam vessels on term charters with similar or better rates, means our revenues and cash flows from these vessels will decline following expiration of our current charter arrangements. These factors could have a material adverse effect on our business, results of operations, financial condition and the value of our assets, and could significantly reduce or eliminate our ability to pay dividends on our common or Preference shares.

22 of our owned and bareboat vessels (including 14 of the 15 LNG Carriers owned by GasLog Partners) and seven of our newbuild vessels currently operate or will operate under term time charters. Six of our vessels are currently trading in the spot market (including one vessel owned by GasLog Partners). The *Methane Alison Victoria* came off charter in January 2020 and is trading in the spot market. The *Methane Rita Andrea* is due to come off charter in April 2020 plus up to 30 days at the charterer's option and, the *Methane Shirley Elisabeth* is due to come off charter in June 2020 plus 30 days at the charterer's option. The *GasLog Sydney* is due to come off charter in June 2020, although the charterer has the option to extend the time charter for two further periods of 180 days each at specified rates. The *Methane Jane Elizabeth* is due to come off charter in November 2020 and the charterer has several options to extend the charter at varying durations between one and four years at specified rates. The *Methane Heather Sally* is due to come off charter in December 2020 plus 30 days at the charterer's option. The charter rate for the one year charter of the *Methane Jane Elizabeth* is lower than the charter rate which the vessel was earning under her multi-year charter with Shell which expired in November 2019. While trading in the spot market, the spot market time charter equivalent ("TCE") earnings of the *Methane Alison Victoria* have been lower than the charter rate which the vessel was earning under her multi-year charter with Shell which expired in January 2020. In addition, the *Methane Lydon Volney* is due to come off charter during 2020. Our Steam vessels are less efficient and have higher emissions than larger, more technologically advanced modern LNG carriers and it may be more challenging to find spot and/or term employment for these vessels. On February 6, 2020, in light of reduced expectations for Steam vessel utilization and earnings, GasLog Partners announced that it will focus its capital allocation on debt repayment, prioritizing balance sheet strength for 2020. As such, the Partnership expects to reduce its quarterly common unit distribution to \$0.125 per unit for the first quarter of 2020 from \$0.561 per unit for the fourth quarter of 2019.

GasLog Partners and GasLog continue to pursue opportunities for new term time charters with third parties for the vessels trading in the spot market but may have difficulty in securing new charters at attractive rates and for multi-year durations. In the interim, we may have increased exposure to the volatile spot market which is highly competitive and subject to significant price fluctuations. In addition, there may be extended periods of idle time between charters. Moreover, any term charters we are able to secure for on-the-water vessels may not be as long in duration as the multi-year charters we have enjoyed in the past and are likely to be at lower charter rates. In recent years, as a result of more LNG being traded on a short-term basis and greater liquidity in the LNG shipping market, there has been a decrease in the duration of term charters for on-the-water vessels with such charters now generally being anywhere between six months and three years in duration. If we are unable to secure employment for a vessel, we will not receive any revenues from that vessel but we will be required to pay expenses necessary to maintain the vessel in proper operating condition, as well as servicing the debt attached to the vessel.

Failure to secure new term charters could adversely affect our future liquidity, results of operations and cash flows, including cash available for dividends to our shareholders, as well as our ability to meet certain of our debt obligations and covenants.

A sustained decline in charter rates and employment opportunities could adversely affect the market value of our vessels, on which certain of the ratios and financial covenants with which we are required to comply are based, and caused the Group to recognize a non-cash impairment loss of \$162.1 million as of December 31, 2019 for its six Steam vessels built in 2006 and 2007. A significant decline in the market value of our vessels could impact our compliance with the covenants in our loan agreements and, if the values are lower at a time when we are attempting to dispose of vessels, could cause us to incur a loss. If any of our vessels is unable to generate revenues for any significant period of time for any reason, including unexpected periods of off-hire, early charter termination (which could result from damage to our vessels) or failure to secure employment for any vessels for which we have not secured charters, our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders, could be materially and adversely affected. The impact of any limitation in the operation of our vessels or any early charter termination would be magnified by the fact that we would still be expending cash to cover the operating costs of the vessel and the costs of servicing the debt on the vessel, if any. If we are unable to re-deploy a vessel, we will not receive any revenues from that vessel and we would be required to pay expenses necessary to maintain the vessel in proper operating condition as well as to service the debt attached to that vessel.

If the number of vessels available in the short-term or spot LNG carrier market continues to expand and results in reduced opportunities to secure multi-year charters for our vessels, our revenues and cash flows may become more volatile and may decline following expiration or early termination of our current charter arrangements.

Most shipping requirements for new LNG projects continue to be secured on a multi-year basis, although the level of spot voyages and short-term time charters of less than 12 months in duration has grown in recent years. As vessels currently operating under multi-year charters redeliver, the number of vessels available in the short-term or spot charter market is likely to continue to expand which may result in reduced opportunities to secure multi-year charters for our vessels. With our vessels trading in the short-term or spot market upon expiration or early termination of our current charters, our revenues and cash flows may become more volatile. In addition, an active short-term or spot charter market may require us to enter into charters on variable rates depending on market prices at the time, as opposed to fixed rates, and may result in extended periods of idle time between charters. We have entered into two multi-year charters with Gunvor for the *GasLog Shanghai* and the *GasLog Salem* at rates which are indexed to estimated market rates for TFDE vessels trading in the spot market. While these charters ensure 100% utilization of the vessels during the duration of the contracts, a fall in such estimated market rates would result in a decrease in our revenues. These factors could result in a decrease in our revenues and cash flows, including cash available for dividends to shareholders.

An oversupply of LNG carriers as a result of excessive new ordering may lead to a reduction in the charter hire rates we are able to obtain when seeking charters in the future which could adversely affect our results of operations and cash flows.

While we currently believe that the global LNG carrier fleet may experience high levels of utilization over the next one to two years, the supply of LNG carriers has been increasing as a result of the ordering and delivery of new ships. The development of liquefaction projects in the United States for the first time and the anticipation of exports beginning in early 2016 contributed to this significant ordering activity. Following a decline in ordering of newbuildings during 2016 and 2017, ordering increased in 2018 and 2019, driven by cyclically low shipyard prices for newbuild vessels, the then strengthening of charter rates and increasing expectations for long-term LNG supply and demand.

According to Poten, as of March 2, 2020, the global trading fleet of conventional LNG carriers (>100,000 cbm) consisted of 513 vessels, with another 118 LNG carriers on order, of which 76 have long-term charters. The large number of ordered newbuildings that remain uncommitted and any future expansion of the global LNG carrier fleet in excess of the demand for LNG shipping may have a negative impact on charter hire rates, vessel utilization and vessel values.

If charter hire rates are lower when we are seeking new time charters, or if we are unable to secure employment for our vessels trading in the spot and short-term markets, as a result of increased competition from modern vessels, our revenues and cash flows, including cash available for dividends to shareholders, may decline.

In 2020, nine vessels (five GasLog vessels and four GasLog Partners vessels) are scheduled to be dry-docked and, in 2021, five GasLog Partners vessels are scheduled to be dry-docked. The dry-dockings for all of these vessels will be longer and more costly than normal as a result of the need to install ballast water treatment systems ("BWTS") on each vessel in order to comply with regulatory requirements. Any delay or cost overrun of the dry-docking could have a material adverse effect on our business, results of operations and financial condition and could significantly reduce or eliminate our ability to pay dividends on our common or Preference shares.

Dry-dockings of our vessels require significant expenditures and result in loss of revenue as our vessels are off-hire during such period. Any significant increase in either the number of off-hire days or in the costs of any repairs or investments carried out during the dry-docking period could have a material adverse effect on our profitability and our cash flows. Given the potential for unforeseen issues arising during dry-docking, we may not be able to predict accurately the time required to dry-dock any of our vessels. In 2020 and 2021, the dry-dockings will be longer and more costly than normal as a result of the need to install BWTS on each vessel in order to comply with regulatory requirements. If more than one of our ships is required to be out of service at the same time, or if a ship is dry-docked longer than expected or if the cost of repairs is greater than budgeted, our results of operations and our cash flows, including cash available for dividends to our shareholders, could be adversely affected. The upcoming dry-dockings of vessels are expected to be carried out in 2020 (9 vessels), 2021 (5 vessels) and 2023 (8 vessels).

Our future capital needs are uncertain and we may need to raise additional funds. We must make substantial capital expenditures to fund the seven newbuildings we have on order as of March 2, 2020, and any additional ships we may acquire in the future. In addition, three of our credit facilities are due to mature between 2020 and 2022. We cannot guarantee that renewal, replacement or new lines of credit will be available or will be available on similar or more favourable terms.

We believe that our existing cash and cash equivalents and our operating cash flow will be sufficient to meet our anticipated cash requirements for at least the next 12 months. However, we are obligated to make substantial capital expenditures to fund our commitments for the seven newbuildings we have on order. We are scheduled to take delivery of the vessels on various dates during 2020 and 2021. As of December 31, 2019, the total remaining balance of the contract prices for the seven vessels under construction was \$1,113.0 million, which amounts are payable under each shipbuilding contract in installments upon the attainment of certain specified milestones. The largest portion of the purchase price for each vessel is payable upon its delivery to us from the shipyard.

To the extent that we are unable to draw down the amounts committed under our existing credit facilities, whether due to our failure to comply with the terms of such facilities or the lenders' failure to fund the committed amounts, or to the extent that we are unable to put in place new debt facilities of sufficient quantum and on acceptable terms, we will need to find alternative financing. If we are unable to find alternative financing, we will not be capable of funding all of our commitments for capital expenditures relating to our seven contracted newbuildings. If we fail to meet our payment obligations

under a shipbuilding contract, we would be in default under the applicable contract and the shipbuilder would have the option of cancelling the contract and retaining any previously funded installment payments.

Our ability to borrow against the ships in our existing fleet and any ships we may acquire in the future largely depends on the value of the ships, which in turn depends in part on charter hire rates and the ability of our charterers to comply with the terms of their charters. The actual or perceived credit quality of our charterers, and any defaults by them, may materially affect our ability to obtain the additional capital resources that we will require to purchase additional ships and to refinance our existing debt as balloon payments come due, or may significantly increase our costs of obtaining such capital. Our inability to obtain additional financing or committing to financing on unattractive terms could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

In addition, we may choose to make substantial further capital expenditures to expand the size of our fleet and/or to convert existing LNG carriers to FSRUs/FSUs in the future. We expect to finance the cost of any new vessels, including conversion costs through available cash, cash from operations and debt or equity financings. Our ability to obtain bank financing or to access the capital markets may be limited by our financial condition at the time of any such financing or offering, as well as by adverse market conditions resulting from, among other things, general economic conditions, changes in the LNG industry, changes to banking regulations and further contingencies and uncertainties that are beyond our control. The recent significant fall in the value of our common shares may make it difficult or impossible for us to access the equity or equity-linked capital markets. Even if we are successful in obtaining the necessary funds, the terms of any debt financings could limit our ability further to expand our fleet and to pay dividends to our shareholders.

The debt of the 13 vessels comprising the credit agreement we entered into on February 18, 2016 to refinance the debt maturities that were scheduled to become due in 2016 and 2017 (the "Five Vessel Refinancing") and the credit agreement we entered into on July 19, 2016 to refinance the existing indebtedness on eight of GasLog's on-the-water vessels of up to \$1,050.0 million (the "Legacy Facility Refinancing") will mature in April and July 2021, respectively. The vessels include four Steam vessels and nine TFDE vessels. The age of the vessels, recent declines in their estimated fair market values and the limited charter cover attached to the vessels will make the refinancing of these facilities more challenging. As a result, securing access to additional funds in advance of the maturity of our debt facilities cannot be assured on the same or similar terms. Debt financing, if available, may involve covenants restricting our operations or our ability to incur additional debt or to pay dividends to our shareholders. Any debt or additional equity financing raised may contain unfavorable terms to us or our shareholders. If we are unable to raise adequate funds, we may have to liquidate some or all of our assets, or delay, reduce the scope of or eliminate some or all of our fleet expansion plans.

Any of these factors could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

Our ability to raise capital to repay or refinance our debt obligations or to fund our maintenance or growth capital expenditures will depend on certain financial, business and other factors, many of which are beyond our control. The recent significant fall in the value of our common shares may make it difficult or impossible for us to access the equity or equity-linked capital markets. To the extent that we are unable to finance these obligations and expenditures with cash from operations or incremental bank loans or by issuing debt or equity securities, our ability to make cash dividends may be diminished, or our financial leverage may increase, or our shareholders may be diluted. Our business may be adversely affected if we need to access sources of funding which are more expensive and/or more restrictive.

To fund our existing and future debt obligations and capital expenditures and any future growth, we will be required to use cash from operations, incur borrowings, and/or seek to access other financing sources including the capital markets. Our access to potential funding sources and our future financial and operating performance will be affected by prevailing economic conditions and financial, business, regulatory and other factors, many of which are beyond our control. If we are unable to access the capital markets or raise additional bank financing or generate sufficient cash flow to meet our debt, capital expenditure and other business requirements, we may be forced to take actions such as:

- restructuring our debt;
- seeking additional debt or equity capital;
- selling assets;
- reducing dividends;
- reducing, delaying or cancelling our business activities, acquisitions, investments or capital expenditures; or
- seeking bankruptcy protection.

Such measures might not be successful, available on acceptable terms or enable us to meet our debt, capital expenditure and other obligations. Some of these measures may adversely affect our business and reputation. In addition, our financing agreements may restrict our ability to implement some of these measures. Use of cash from operations and possible future sale of certain assets will reduce cash available for dividends to shareholders. Our ability to obtain bank financing or to access the capital markets may be limited by our financial condition at the time of any such financing or offering as well as by adverse market conditions. Following the recent significant fall in the value of our common shares, we may not be able to access the equity or equity-linked capital markets. Even if we are successful in obtaining the necessary funds, the terms of such financings could limit our ability to pay cash dividends to shareholders or operate our business as currently conducted. In addition, incurring additional debt may significantly increase our interest expense and financial leverage, and issuing additional equity securities may result in significant shareholder dilution and would increase the aggregate amount of cash required to maintain our quarterly dividends to shareholders.

We may experience operational problems with vessels that reduce revenues and increase costs. In addition, there are risks associated with operating ocean-going ships. Any limitation in the availability or operation of our ships could have a material adverse effect on our business, our reputation, financial condition, results of operations and cash flows.

LNG carriers are complex and their operations are technically challenging. Marine transportation operations are subject to mechanical risks and problems. Operational problems may lead to loss of revenues or higher than anticipated operating expenses or require additional capital expenditures.

Furthermore, the operation of ocean-going ships carries inherent risks. These risks include the possibility of:

- marine disaster;
- piracy;
- cyber events or other failures of operational and information technology systems;
- environmental accidents;
- adverse weather conditions;
- grounding, fire, explosions and collisions;
- cargo and property loss or damage;
- business interruptions caused by mechanical failure, human error, war, terrorism, disease (such as the recent outbreak of the COVID-19 virus) and quarantine, or political action in various countries;
- declining operational performance due to physical degradation as a result of extensive idle time or other factors; and
- work stoppages or other labor problems with crew members serving on our ships.

An accident involving any of our owned ships could result in any of the following:

- death or injury to persons, damage to our ships, loss of property or environmental damage;
- delays in the delivery of cargo;
- loss of revenues from termination of charter contracts;
- governmental fines, penalties or restrictions on conducting business;
- litigation with our employees, customers or third parties;
- higher insurance rates; and
- damage to our reputation and customer relationships generally.

If any of our ships are unable to generate revenues for any significant period of time for any reason, including unexpected periods of off-hire or early charter termination (which could result from damage to our ships), our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders, could be materially and adversely affected. The impact of any limitation in the operation of our ships or any early charter termination would be amplified, as a substantial portion of our cash flows and income is dependent on the revenues earned by the chartering of our 28 LNG carriers in operation. In addition, the costs of ship repairs are unpredictable and can be substantial. In the event of repair costs that are not covered by our insurance policies, we may have to pay for such repair costs, which would decrease our earnings and cash flows. Any of these results could harm our business, financial condition, results of operations and our ability to pay cash dividends to our shareholders.

A cyber-attack could materially disrupt GasLog's business.

GasLog's business operations could be targeted by individuals or groups seeking to sabotage or disrupt GasLog's information technology systems and networks, or to steal data. A cyber-attack could materially disrupt GasLog's operations, including the safety of its operations, or lead to unauthorized release of information or alteration of information on its systems. Any such attack or other breach of GasLog's information technology systems could have a material adverse effect on GasLog's business,

financial condition, results of operations and cash flows, including cash available for dividends to our shareholders. While we have insurance policies in place to cover losses in the event of a cyber related event, there can be no assurance that any specific event would be covered by these policies or that the losses would be covered in full.

We are subject to laws, directives, and regulations relating to the collection, use, retention, disclosure, security and transfer of personal data. These laws, directives and regulations, as well as their interpretation and enforcement, continue to evolve and may be inconsistent from jurisdiction to jurisdiction. For example, the General Data Protection Regulation ("GDPR"), which regulates the use of personally identifiable information, went into effect in the European Union ("EU") on May 25, 2018 and applies globally to all of our activities conducted from an establishment in the EU, to related products and services that we offer to EU customers and to non-EU customers which offer services in the EU. The GDPR requires organizations to report on data breaches within 72 hours and be bound by more stringent rules for obtaining the consent of individuals on how their data can be used. Complying with the GDPR and similar emerging and changing privacy and data protection requirements may cause us to incur substantial costs or require us to change our business practices. Non-compliance with our legal obligations relating to privacy and data protection could result in penalties, fines, legal proceedings by governmental entities or others, loss of reputation, legal claims by individuals and customers and significant legal and financial exposure and could affect our ability to retain and attract customers.

Changes in the nature of cyber threats and/or changes to industry standards and regulations might require us to adopt additional procedures for monitoring cybersecurity, which could require additional expenses and/or capital expenditures. However, the impact of such regulations is hard to predict at this time.

Our future success depends on our ability to maintain relationships with existing customers, establish new customer relationships and obtain new time charter contracts for existing vessels and/or FSRUs/FSUs, for which we face considerable competition from other established companies with significant resources, as well as recent and potential future new entrants.

One of our principal objectives is to enter into multi-year, fixed-rate charters for our open on-the-water vessels and for potential additional newbuild vessels. We are seeking to enter into time charter contracts for some or all of the *GasLog Saratoga*, the *Methane Lydon Volney*, the *GasLog Singapore*, the *GasLog Chelsea* and the *GasLog Savannah*, all of which currently trade in the spot market. We will also seek to enter into new time charter contracts upon the expiration or early termination of our existing charter arrangements, including in respect of the *Methane Rita Andrea*, the *Methane Shirley Elisabeth*, the *Methane Heather Sally*, the *Methane Alison Victoria* and the *GasLog Sydney*, all of which are owned by GasLog Partners, and the *GasLog Saratoga* and the *Methane Lydon Volney*. The process of obtaining multi-year, fixed rate charters for LNG carriers is highly competitive and generally involves an intensive screening process by potential new customers and the submission of competitive bids. The process is lengthy and the LNG carrier time charters are awarded based upon a variety of factors relating to the ship and the ship operator, including:

- size, age, technical specifications and condition of the ship;
- LNG shipping experience and quality and efficiency of ship operations, including level of emissions;;
- shipping industry relationships and reputation for customer service;
- technical ability and reputation for operation of highly specialized ships;
- quality and experience of officers and crew;

- safety record;
- the ability to finance ships at competitive rates and financial stability generally;
- relationships with shipyards and the ability to get suitable berths;
- construction and dry-docking management experience, including the ability to obtain on-time delivery of new ships according to customer specifications; and
- competitiveness of the bid in terms of charter rate and other economic and commercial terms.

We expect substantial competition from a number of experienced companies and recent and potential future new entrants to the LNG shipping market. Competitors may include other independent ship owners, state-sponsored entities and major energy companies that own and operate LNG carriers, all of whom may compete with independent owners by using their own fleets to carry LNG for third parties. Some of these competitors have significantly greater financial resources and larger fleets than we have, and some have particular relationships that may provide them with competitive advantages. In recent years, a number of marine transportation companies, including companies with strong reputations and extensive resources and experience, have either entered or significantly increased their presence in the LNG transportation market. There are other ship owners, managers and investors who may also attempt to participate in the LNG market in the future. This increased competition may cause greater price competition for time charters. As a result, we may be unable to expand our relationships with existing customers or to obtain new customers on a profitable basis and we may not be successful in executing any future growth plans, which could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to shareholders.

We derive a substantial majority of our revenues from a limited number of customers, and the loss of any customer, charter or vessel would result in a significant loss of revenues and could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We currently derive the majority of our revenues from wholly owned subsidiaries of Shell. We could lose a customer or the benefits of our time charter arrangements for many different reasons. The customer may be unable or unwilling to make charter hire or other payments to us because of a deterioration in its financial condition, commercial disputes with us, long term force majeure events or otherwise. If a customer terminates its charters, chooses not to re-charter our ships or is unable to perform under its charters and we are not able to find replacement charters on similar or more favourable terms, we will suffer a loss of revenues.

Our charterer has the right to terminate a ship's time charter in certain circumstances, such as:

- loss of the ship or damage to it beyond repair;
- if the ship is off-hire for any reason other than scheduled dry-docking for a period exceeding 90 consecutive days, or for more than 90 days in any one year period;
- defaults by us in our obligations under the charter; or
- the outbreak of war or hostilities involving two or more major nations, such as the United States or the People's Republic of China, that would materially and adversely affect the trading of the ship for a period of at least 30 days.

A termination right under one ship's time charter would not automatically give the charterer the right to terminate its other charter contracts with us. However, a charter termination could materially affect our relationship with the customer and our reputation in the LNG shipping industry, and in some circumstances the event giving rise to the termination right could potentially impact multiple charters.

Accordingly, the existence of any right of termination or the loss of any customer, charter or vessel could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to shareholders.

Ship values may fluctuate substantially which has, as at December 31, 2019 in relation to our Steam vessels, and could again in future, resulted in a non-cash impairment charge of \$162.1 million for the six Steam vessels built in 2006 and 2007, including five GasLog Partners vessels and one vessel owned by us. A further decline in ship values could impact our compliance with the covenants in our loan agreements and, if the values are lower at a time when we are attempting to dispose of ships, cause us to incur a loss.

Values for ships can fluctuate substantially over time due to a number of different factors, including:

- prevailing economic conditions in the natural gas and energy markets;
- a substantial or extended decline in demand for LNG;
- the level of worldwide LNG production and exports;
- changes in the supply and demand balance of the global LNG carrier fleet and the size and contract profile of the LNG carrier orderbook;
- changes in prevailing charter hire rates;
- declines in levels of utilization of the global LNG carrier fleet and of our vessels;
- the physical condition of the ship;
- the size, age and technical specifications of the ship; and
- the cost of retrofitting or modifying existing ships, as a result of technological advances in ship design or equipment, changes in applicable environmental or other regulations or standards, customer requirements or otherwise.

If the market value of our ships decline, we may be required to record additional impairment charges in our financial statements, in addition to the impairment charge recorded in the year ended December 31, 2019, which could adversely affect our results of operations. See "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Critical Accounting Policies—Impairment of Vessels". Deterioration in the market value of our ships may trigger a breach of some of the covenants contained in our credit facilities. If we do breach such covenants and we are unable to remedy the relevant breach, our lenders could accelerate our indebtedness and seek to foreclose on the ships in our fleet securing those credit facilities. In addition, if a charter contract expires or is terminated by the customer, we may be unable to redeploy the affected ships at attractive rates and, rather than continue to incur costs to maintain and finance them, we may seek to dispose of them. Any foreclosure on our ships, or any disposal by us of a ship at a time when ship values have fallen, could result in a loss and could materially and adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to shareholders.

If we cannot meet our charterers' quality and compliance requirements, including regulations or costs associated with the environmental impact of our vessels, we may not be able to operate our vessels profitably which could have an adverse effect on our future performance, results of operations, cash flows and financial position.

Customers, and in particular those in the LNG industry, have a high and increasing focus on quality, emissions and compliance standards with their suppliers across the entire value chain, including the shipping and transportation segment. There is also increasing focus on the environmental footprint of marine transportation. Our continuous compliance with existing and new standards and quality

requirements is vital for our operations. Related risks could materialize in multiple ways, including a sudden and unexpected breach in quality and/or compliance concerning one or more vessels and/or a continuous decrease in the quality concerning one or more LNG carriers occurring over time. Moreover, continuously increasing requirements from LNG industry constituents can further complicate our ability to meet the standards. Any non-compliance by us, either suddenly or over a period of time, on one or more LNG carriers, or an increase in requirements by our charterers above and beyond what we deliver, may have a material adverse effect on our future performance, results of operations, cash flows, financial position and our ability to pay cash dividends to our shareholders.

The LNG shipping industry is subject to substantial environmental and other regulations which may be increased further by the growing global focus on a lower carbon economy, the physical effects of climate change and the increasing demand for environmental, social and governance disclosures by investors, lenders and regulators.

Our operations are materially affected by extensive and changing international, national, state and local environmental laws, regulations, treaties, conventions and standards which are in force in international waters, or in the jurisdictional waters of the countries in which our ships operate and in the countries in which our ships are registered. These requirements include those relating to equipping and operating ships, providing security and minimizing or addressing impacts on the environment from ship operations. We may incur substantial costs in complying with these requirements, including costs for ship modifications and changes in operating procedures. We also could incur substantial costs, including clean-up costs, civil and criminal penalties and sanctions, the suspension or termination of operations and third party claims as a result of violations of, or liabilities under, such laws and regulations. The higher emissions of our Steam vessels relative to more modern vessels could make it more difficult to secure employment for these vessels and reduce the rates at which we can charter these vessels to our customers.

In addition, these requirements can affect the resale value or useful lives of our ships, require a reduction in cargo capacity, necessitate ship modifications or operational changes or restrictions or lead to decreased availability of insurance coverage for environmental matters. They could further result in the denial of access to certain jurisdictional waters or ports or detention in certain ports. We are required to obtain governmental approvals and permits to operate our ships. Delays in obtaining such governmental approvals may increase our expenses, and the terms and conditions of such approvals could materially and adversely affect our operations.

Additional laws, regulations, taxes or levies may be adopted that could limit our ability to do business or increase our operating costs, which could materially and adversely affect our business. New or amended legislation relating to ship recycling, sewage systems, emission control (including emissions of greenhouse gases and other pollutants) as well as ballast water treatment and ballast water handling may be adopted. For example, the United States has enacted legislation, and more recently a convention adopted by the International Maritime Organisation (the "IMO") has become effective, governing ballast water management systems on oceangoing ships. The IMO has also established progressive standards limiting the sulfur content of fuel, which were phased in on January 1, 2020. These and other laws or regulations may require additional capital expenditures or operating expenses (such as increased costs for low sulfur fuel or pollution controls) in order for us to maintain our ships' compliance with international and/or national regulations. We may also become subject to additional laws and regulations if we enter new markets or trades.

We also believe that the heightened environmental, quality and security concerns of insurance underwriters, regulators and charterers will generally lead to additional regulatory requirements and/or contractual requirements, including enhanced risk assessment and security requirements, as well as greater inspection and safety requirements on all LNG carriers in the marine transportation market. These requirements are likely to add incremental costs to our operations, and the failure to comply

with these requirements may affect the ability of our ships to obtain and, possibly, recover from, insurance policies or to obtain the required certificates for entry into the different ports where we operate.

Some environmental laws and regulations, such as the U.S. Oil Pollution Act of 1990, or "OPA", provide for potentially unlimited joint, several and/or strict liability for owners, operators and demise or bareboat charterers for oil pollution and related damages. OPA applies to discharges of any oil from a ship in U.S. waters, including discharges of fuel and lubricants from an LNG carrier, even if the ships do not carry oil as cargo. In addition, many states in the United States bordering a navigable waterway have enacted legislation providing for potentially unlimited strict liability without regard to fault for the discharge of pollutants within their waters. We also are subject to other laws and conventions outside the United States that provide for an owner or operator of LNG carriers to bear strict liability for pollution, such as the Convention on Limitation of Liability for Maritime Claims of 1976, or the "London Convention".

Some of these laws and conventions, including OPA and the London Convention, may include limitations on liability. However, the limitations may not be applicable in certain circumstances, such as where a spill is caused by a ship owner's or operator's intentional or reckless conduct. These limitations are also subject to periodic updates and may otherwise be amended in the future.

Compliance with OPA and other environmental laws and regulations also may result in ship owners and operators incurring increased costs for additional maintenance and inspection requirements, the development of contingency arrangements for potential spills, obtaining mandated insurance coverage and meeting financial responsibility requirements.

Increased concern over climate change could lead to a more negative perception of the oil and gas industry which could impact our ability to attract investors, access financing in the bank and capital markets and attract and retain talent.

Further technological advancements and other innovations affecting LNG carriers could reduce the charter hire rates we are able to obtain when seeking new employment for existing or newbuild vessels and this could adversely impact the value of our assets and our results of operations and cash flows.

The charter rates, asset value and operational life of an LNG carrier are determined by a number of factors, including the ship's efficiency, operational flexibility and physical life. Efficiency is reflected in unit freight costs ("UFC") which are driven by the size of the vessel, its fuel economy and the rate at which LNG in the cargo tanks naturally evaporates ("boil-off ratio" or "BOR"). Flexibility is primarily driven by the size of the ship and includes the ability to enter harbors, utilize related docking facilities and pass through canals and straits. Physical life is related to the original design and construction, the ongoing maintenance and the impact of operational stresses on the asset. Ship, cargo containment and engine designs are continually evolving. At such time as newer designs are developed and accepted in the market, these newer vessels may be more efficient or more flexible or have longer physical lives than our ships. Competition from these more technologically advanced LNG carriers compared to our vessels with older technology could adversely affect our ability to charter or re-charter our ships and the charter hire rates we will be able to secure when we seek to charter or re-charter our ships, and could also reduce the resale value of our ships. This could adversely affect our revenues and cash flows, including cash available for dividends to our shareholders, as well as our ability to obtain debt financing for ships with older technology whose market values have experienced a significant decline.

Our future performance and ability to secure future employment for our vessels depends on continued growth in LNG production and demand for LNG and LNG shipping.

Our future performance, including our ability to strengthen our balance sheet and to profitably employ and expand our fleet, will depend on continued growth in LNG supply and demand, and the demand for shipping. A complete LNG project includes natural gas production, liquefaction, storage, regasification and distribution facilities, in addition to marine transportation of LNG. Growth in LNG demand and increased infrastructure investment has led to an expansion of LNG production capacity in recent years, but material delays in the construction or slower than expected ramp-up of new liquefaction facilities could constrain the amount of LNG available for shipping, reducing ship utilization. The rate of growth of the LNG industry has fluctuated due to several factors, including the rate of global economic growth, fluctuations in global commodity prices, including natural gas, oil and coal as well as other sources of energy, and energy and environmental policy in markets which produce and/or consume LNG. Continued growth in LNG production and demand for LNG and LNG shipping could be negatively affected by a number of factors, including:

- prices for crude oil, petroleum products, natural gas. Currently extremely low natural gas prices globally may limit the willingness and ability of developers of new LNG infrastructure projects to approve the development of such new projects;
- the cost of natural gas derived from LNG relative to the cost of natural gas generally and to the cost of alternative fuels, including renewables, and the impact of increases in the cost of natural gas derived from LNG on consumption of LNG;
- increases in the production levels of lower cost natural gas in domestic natural gas consuming markets, which could further depress prices for natural gas in those markets and make LNG uneconomical;
- increases in the production of natural gas in areas linked by pipelines to consuming areas, or the extension of existing pipelines, or the development of new pipeline systems in markets we may serve;
- infrastructure constraints such as delays in the construction of liquefaction facilities or regasification facilities, the inability of project owners or operators to obtain governmental approvals to construct or operate LNG facilities, as well as community or political action group resistance to new LNG infrastructure due to concerns about the environment, safety and terrorism;
- concerns regarding the spread of disease, for example, the COVID-19 virus, safety and terrorism;
- changes in weather patterns leading to warmer winters in the northern hemisphere and lower gas demand in the traditional peak heating season;
- the availability and allocation of capital by developers to new LNG projects, especially the major oil and gas companies and other leading participants in the LNG industry;
- increases in interest rates, capital market volatility, changes in bank regulations or other events that may affect the availability of sufficient financing for LNG projects on commercially reasonable terms;
- negative global or regional economic or political conditions, particularly in LNG consuming regions which could reduce energy consumption or its growth;
- new taxes or regulations affecting LNG production or liquefaction that make LNG production less attractive;

- labor or political unrest or military conflicts affecting existing or proposed areas of LNG production, regasification or consumption;
- any significant explosion, spill or other incident involving an LNG facility or carrier; or
- regional, national or international energy policies that constrain the production or consumption of hydrocarbons including natural gas.

In recent years, global natural gas and crude oil prices have been volatile. Any decline in oil prices can depress natural gas prices and lead to a narrowing of the difference in pricing between geographic regions, which can adversely affect the length of voyages in the spot LNG shipping market and the spot rates and medium-term charter rates for charters which commence in the near future.

A continuation of the recent low prices in natural gas and volatile oil prices may adversely affect our growth prospects, results of operations and cash flows.

Natural gas prices are volatile and have recently reached their lowest levels since 2009 in certain geographic areas. Natural gas prices are affected by numerous factors beyond our control, including but not limited to the following:

- price and availability of crude oil, petroleum products and coal;
- worldwide and regional supply of, demand for and price of natural gas;
- the cost of exploration, development, production, transportation and distribution of natural gas;
- expectations regarding future energy prices for both natural gas and other sources of energy, including renewable energy sources and coal;
- the level of worldwide LNG production and exports;
- government laws and regulations, including but not limited to environmental protection laws and regulations;
- local and international political, economic and weather conditions;
- political and military conflicts; and
- the availability and cost of alternative energy sources, including coal and alternate sources of natural gas in gas importing and consuming countries.

Given the significant global natural gas and crude oil price volatility referenced above, and with eight vessels currently scheduled to come off charter during 2020 and 2021, a continuation of current low natural gas or oil prices may adversely affect our future business, results of operations and financial condition and our ability to pay cash dividends, as a result of, among other things:

- a reduction in exploration for or development of new natural gas reserves or projects, or the delay or cancellation of existing projects as energy companies lower their capital expenditures budgets, which may reduce our growth opportunities;
- low oil prices negatively affecting the market price of natural gas, to the extent that natural gas prices are benchmarked to the price of crude oil, in turn negatively affecting the economics of potential new LNG production projects, which may reduce our growth opportunities;
- high oil prices negatively affecting the competitiveness of natural gas to the extent that natural gas prices are linked to the price of crude oil;
- low gas prices globally and/or weak differentials between prices in the Atlantic Basin and the Pacific Basin leading to reduced inter-basin trading of LNG and reduced demand for LNG shipping;

- lower demand for vessels of the types we own and operate, which may reduce available charter rates and revenue to us upon redeployment of our vessels following expiration or termination of existing contracts or upon the initial chartering of vessels;
- customers potentially seeking to renegotiate or terminate existing vessel contracts, or failing to extend or renew contracts upon expiration;
- the inability or refusal of customers to make charter payments to us due to financial constraints or otherwise; or
- declines in vessel values, which may result in losses to us upon vessel sales or impairment charges against our earnings and could impact compliance with covenants in loan documentation.

Changes in global and regional economic conditions and capital markets volatility could adversely impact our business, financial condition, results of operations and cash flows.

Weak global or regional economic conditions may negatively impact our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders in ways that we cannot predict. Our ability to expand our fleet beyond our contracted newbuildings will be dependent on our ability to obtain financing to fund the acquisition of additional ships. In addition, uncertainty about current and future global economic conditions may cause our customers to defer projects in response to tighter credit, decreased capital availability and declining customer confidence, may negatively impact the demand for our ships and services and could also result in defaults under our current charters. Global financial markets and economic conditions have been volatile in recent years and remain subject to significant vulnerabilities. A further tightening of the credit markets may negatively impact our operations by affecting the solvency of our suppliers or customers, which could lead to disruptions in delivery of supplies such as equipment for conversions, cost increases for supplies, accelerated payments to suppliers, customer bad debts or reduced revenues. Similarly, such market conditions could affect lenders participating in our financing agreements, making them unable to fulfill their commitments and obligations to us. Any reductions in activity owing to such conditions or failure by our customers, suppliers or lenders to meet their contractual obligations to us could adversely affect our business, financial position, results of operations and cash flows, including cash available for dividends to our shareholders.

GasLog LNG Services, our vessels' management company, and a substantial number of its staff, including members of our Senior Management, are located in Greece. A return of economic instability in Greece could disrupt our operations and have an adverse effect on our business. We have sought to minimize this risk and preserve operational stability by carefully developing staff deployment plans, an information technology recovery site, an alternative ship-to-shore communications plan and funding mechanisms outside of Greece. While we believe these plans, combined with the international nature of our operations, will mitigate the impact of any disruption of operations in Greece, we cannot assure you that these plans will be effective in all circumstances.

GasLog has an office in England and our vessels may visit ports within the United Kingdom. The United Kingdom exited the European Union on January 31, 2020 and entered a transition period from February 1, 2020 to December 31, 2020 during which it will seek to agree to the terms of its future relationship with the European Union. Uncertainty regarding the relationship between the United Kingdom and the European Union post 2020 may create economic instability in the United Kingdom which could disrupt our operations and have an adverse effect on our business. Whilst we will seek to minimize any potential risk by putting appropriate mitigation plans in place, we cannot assure you that these plans will be effective in all circumstances.

Compliance with safety and other requirements imposed by classification societies may be very costly and may adversely affect our business.

The hull and machinery of every commercial LNG carrier must be certified by a classification society. The classification society certifies that the ship has been built and subsequently maintained in accordance with the applicable rules and regulations of that classification society. Moreover, every ship must comply with all applicable international conventions and the regulations of the ship's flag state as verified by a classification society. Finally, each ship must successfully undergo periodic surveys, including annual, intermediate and special surveys performed under the classification society's rules.

If any ship does not maintain its class, it will lose its insurance coverage and be unable to trade, and the ship's owner will be in breach of relevant covenants under its financing arrangements and potentially its charter contracts. Failure to maintain the class of one or more of our ships could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

Climate change and greenhouse gas restrictions may adversely impact our operations and markets.

Due to concern over the risks of climate change, a number of countries and the IMO, have adopted, or are considering the adoption of, regulatory frameworks to reduce greenhouse gas emission from ships. These regulatory measures may include the adoption of cap and trade regimes, carbon taxes, increased efficiency standards and incentives or mandates for renewable energy. Although emissions of greenhouse gases from international shipping currently are not subject to agreements under the United Nations Framework Convention on Climate Change, such as the "Kyoto Protocol" and the "Paris Agreement", a new treaty may be adopted in the future that includes additional restrictions on shipping emissions to those already adopted under the International Convention for the Prevention of Marine Pollution from Ships, or the "MARPOL Convention". Compliance with future changes in laws and regulations relating to climate change could increase the costs of operating and maintaining our ships and could require us to install new emission controls, as well as acquire allowances, pay taxes related to our greenhouse gas emissions or administer and manage a greenhouse gas emissions program. Revenue generation and strategic growth opportunities may also be adversely affected.

There is increasing focus on the environmental footprint of the energy and transportation sectors from governments, regulators, shareholders, customers, environmental pressure groups and other stakeholders. This has been manifested recently by Shell's commitment to base executive remuneration in part on the achievement of specific carbon emissions targets, covering all of its activities and products and those of its suppliers. GasLog's vessels on charter to Shell and other energy companies form part of their supply chain and are likely to be captured within these targets. In addition, many large financial institutions are under pressure both to reduce their own environmental footprints and to monitor the environmental footprints of the companies and projects to which they lend. While LNG is among the cleanest marine transportation fuels, and while there are no legally binding obligations on GasLog or its peers to reduce emissions today, the focus and pressure on the environmental footprint of the marine transportation sector is likely to remain high and may increase. Any specific requirements imposed on GasLog by regulators, governments, customers or other stakeholders may impact the useful life of our vessels, increase our operating costs or require us to undertake significant investments in our vessels which may reduce our revenues, profits and cash flows and may impact our ability to pay dividends to our shareholders.

Adverse effects upon the oil and gas industry relating to climate change, including growing public concern about the environmental impact of climate change, may also have an effect on demand for our services. For example, increased regulation of greenhouse gases or other concerns relating to climate change may reduce the demand for oil and natural gas in the future or create greater incentives for use

of alternative energy sources. Any long-term material adverse effect on the oil and gas industry could have significant and unpredictable financial and operational adverse impacts on our business.

We operate our ships worldwide, which could expose us to political, governmental and economic instability that could harm our business.

Because we operate our ships in the geographic areas where our customers do business, our operations may be affected by political, governmental and economic conditions in the countries where our ships operate or where they are registered. Any disruption caused by these factors could harm our business, financial condition, results of operations and cash flows, including cash available for payment of dividends to shareholders. In particular, our ships frequent LNG terminals in countries including Egypt, Nigeria, Equatorial Guinea and Trinidad, as well as transit through the Gulf of Aden and the Strait of Hormuz. Future hostilities or other political instability in the geographic regions where we operate or may operate could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for payment of dividends to shareholders. General trade tensions between the U.S. and China escalated in 2018, with three rounds of U.S. tariffs on Chinese goods taking effect in July, August and September 2018 and a further round taking effect in September 2019, each followed by a round of retaliatory Chinese tariffs on U.S. goods. Our business could be harmed by these tariffs, as well as any trade embargoes or other economic sanctions by the United States or other countries against countries in the Middle East, Asia, Russia or elsewhere as a result of terrorist attacks, hostilities or diplomatic or political pressures that limit trading activities with those countries.

Failure to control the outbreak of the COVID-19 virus is negatively affecting the global economy, energy demand and our business.

The recent COVID-19 virus outbreak has introduced uncertainty in a number of areas of our business, including our operational, commercial and financial activities. It has also negatively impacted, and may continue to impact negatively, global economic activity, demand for energy including LNG, particularly in China, and funds flows and sentiment in the global financial markets. Our share price has recently declined significantly, due in part to the impact of the COVID-19 virus. The ongoing spread of the COVID-19 virus may continue to negatively affect our business, our operations, including our newbuildings under construction in South Korea, and our financial position and prospects. Failure to control the continued spread of the virus could significantly impact economic activity, demand for LNG and LNG shipping which could further negatively affect our business, financial condition, results of operations and cash available for payment of dividends to shareholders.

Terrorist attacks, international hostilities, political change and piracy could adversely affect our business, financial condition, results of operations and cash flows.

Terrorist attacks, piracy and the current conflicts in the Middle East and elsewhere, as well as other current and future conflicts and political change, may adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders. The continuing hostilities in the Middle East may lead to additional acts of terrorism, further regional conflicts, other armed actions around the world and civil disturbance in the United States or elsewhere, which may contribute to further instability in the global financial markets. These uncertainties could also adversely affect our ability to obtain additional financing on terms acceptable to us, or at all.

In the past, political conflicts have also resulted in attacks on ships, mining of waterways and other efforts to disrupt international shipping, particularly in the Arabian Gulf region. Acts of terrorism and piracy have also affected ships trading in regions such as the South China Sea and the Gulf of Aden. Any terrorist attacks targeted at ships may in the future have a material negative affect on our

business, financial condition, results of operations and cash flows and could directly impact our ships or our customers.

We currently employ armed guards onboard certain vessels operating in areas that may be prone to hijacking or terrorist attacks. The presence of armed guards may increase the risk of damage, injury or loss of life in connection with any attacks on our vessels, in addition to increasing crew costs.

We may not be adequately insured to cover losses from acts of terrorism, piracy, regional conflicts and other armed actions, including losses relating to the employment of armed guards.

LNG facilities, shipyards, ships, pipelines and gas fields could be targets of future terrorist attacks or piracy. Any such attacks could lead to, among other things, bodily injury or loss of life, as well as damage to the ships or other property, increased ship operating costs, including insurance costs, reductions in the supply of LNG and the inability to transport LNG to or from certain locations. Terrorist attacks, war or other events beyond our control that adversely affect the production, storage or transportation of LNG to be shipped by us could entitle our customers to terminate our charter contracts in certain circumstances, which would harm our cash flows and our business.

Terrorist attacks, or the perception that LNG facilities and LNG carriers are potential terrorist targets, could materially and adversely affect expansion of LNG infrastructure and the continued supply of LNG. Concern that LNG facilities may be targeted for attack by terrorists has contributed significantly to local community and environmental group resistance to the construction of a number of LNG facilities, primarily in North America. If a terrorist incident involving an LNG facility or LNG carrier did occur, in addition to the possible effects identified in the previous paragraph, the incident may adversely affect the construction of additional LNG facilities and could lead to the temporary or permanent closing of various LNG facilities currently in operation.

In the future, the ships we own or manage could be required to call at ports located in countries that are subject to restrictions imposed by the United States and other governments.

The United States and other governments and their agencies impose sanctions and embargoes on certain countries and maintain lists of countries they consider to be state sponsors of terrorism. For example, in 2010, the United States enacted the Comprehensive Iran Sanctions Accountability and Divestment Act, or "CISADA", which expanded the scope of the former Iran Sanctions Act. Among other things, CISADA expanded the application of the prohibitions imposed by the U.S. government to non-U.S. companies, such as GasLog, and limits the ability of companies and persons to do business or trade with Iran when such activities relate to the investment, supply or export of refined petroleum or petroleum products, as well as LNG.

In 2012, President Obama signed Executive Order 13608, which prohibits foreign persons from violating, or attempting to violate, or causing a violation of, any sanctions in effect against Iran, or facilitating any deceptive transactions for or on behalf of any person subject to U.S. sanctions. The Secretary of the Treasury may prohibit any transactions or dealings, including any U.S. capital markets financing, involving any person found to be in violation of Executive Order 13608. Also in 2012, the U.S. enacted the Iran Threat Reduction and Syria Human Rights Act of 2012, or the "ITRA", which created new sanctions and strengthened existing sanctions. Among other things, the ITRA intensifies existing sanctions regarding the provision of goods, services, infrastructure or technology to Iran's petroleum or petrochemical sector. The ITRA also includes a provision requiring the President of the United States to impose five or more sanctions from Section 6(a) of the Iran Sanctions Act, as amended, on a person the President determines is a controlling beneficial owner of, or otherwise owns, operates, or controls or insures a vessel that was used to transport crude oil from Iran to another country and (1) if the person is a controlling beneficial owner of the vessel, the person had actual knowledge the vessel was so used or (2) if the person otherwise owns, operates, or controls, or insures the vessel, the person knew or should have known the vessel was so used. Such a person could be

subject to a variety of sanctions, including exclusion from U.S. capital markets, exclusion from financial transactions subject to U.S. jurisdiction, and exclusion of such person's vessels from U.S. ports for up to two years. The ITRA also includes a requirement that issuers of securities must disclose to the SEC in their annual and quarterly reports filed after February 6, 2013 whether the issuer or "any affiliate" has "knowingly" engaged in certain sanctioned activities involving Iran during the timeframe covered by the report. Finally, in January 2013, the U.S. enacted the Iran Freedom and Counter-Proliferation Act of 2012 or the "IFCA", which expanded the scope of U.S. sanctions on any person that is part of Iran's energy, shipping or shipbuilding sector and operators of ports in Iran, and imposes penalties on any person who facilitates or otherwise knowingly provides significant financial, material or other support to these entities.

On January 16, 2016, the United States suspended certain sanctions against Iran applicable to non-U.S. companies, such as us, pursuant to the nuclear agreement reached between Iran, China, France, Germany, Russia, the United Kingdom, the United States and the European Union. To implement these changes, beginning on January 16, 2016, the United States waived enforcement of many of the sanctions against Iran's energy and petrochemical sectors described above, among other things, including certain provisions of CISADA, ITRA, and IFCA. In May 2018, President Trump announced the withdrawal of the U.S. from the Joint Comprehensive Plan of Action and almost all the U.S. sanctions waived and lifted in January 2016 were reinstated in August 2018 and November 2018, respectively.

Although the ships we own have not called on ports in countries subject to sanctions or embargoes or in countries identified as state sponsors of terrorism, including Iran, North Korea and Syria, we can give no assurance that these ships will not call on ports in these countries in the future. While we intend to maintain compliance with all sanctions and embargoes applicable to us, U.S. and international sanctions and embargo laws and regulations do not necessarily apply to the same countries or proscribe the same activities, which may make compliance difficult. Additionally, the scope of certain laws may be unclear, and these laws may be subject to changing interpretations and application and may be amended or strengthened from time to time, including by adding or removing countries from the proscribed lists. Violations of sanctions and embargo laws and regulations could result in fines or other penalties and could result in some investors deciding, or being required, to divest their investment, or not to invest, in us.

Failure to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and other anti-bribery legislation in other jurisdictions could result in fines, criminal penalties, contract terminations and an adverse effect on our business.

We operate our ships worldwide, requiring our ships to trade in countries known to have a reputation for corruption. We are committed to doing business in accordance with applicable anti-corruption laws and have adopted a code of business conduct and ethics which is consistently applied and in full compliance with the U.S. Foreign Corrupt Practices Act of 1977, or the "FCPA", and the Bribery Act 2010 of the United Kingdom or the "UK Bribery Act". We are subject, however, to the risk that we, our affiliated entities or our or their respective officers, directors, employees and agents may take actions determined to be in violation of such anti-corruption laws, including the FCPA and the UK Bribery Act. Any such violation could result in substantial fines, sanctions, civil and/or criminal penalties, or curtailment of operations in certain jurisdictions, and might adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders. In addition, actual or alleged violations could damage our reputation and ability to do business. Furthermore, detecting, investigating, and resolving actual or alleged violations is expensive and can consume significant senior management time and attention.

Changing laws and evolving reporting requirements could have an adverse effect on our business.

Changing laws, regulations and standards relating to reporting requirements may create additional compliance requirements for us. To maintain high standards of corporate governance and public disclosure, GasLog has invested in, and intends to continue to invest in, reasonably necessary resources to comply with evolving standards.

The European Union Code of Conduct Group has assessed the tax policies of a range of countries including Bermuda, where our vessel owning entities are incorporated. Bermuda was included in a list of jurisdictions which are required to address the European Union Code of Conduct Group's concerns in respect of 'economic substance'. Bermuda, along with the British Virgin Islands, the Cayman Islands, Guernsey, Bailiwick of Jersey and the Isle of Man, has committed to comply with the European Union Code of Conduct Group's requirements on economic substance and has passed legislation in the form of the Economic Substance Act 2018 (the "ESA"). Currently, there is uncertainty surrounding the interpretation of the ESA and the relevant regulations as the Bermuda government, along with the respective governments of the other jurisdictions referenced above, remain in discussions with the European Union Code of Conduct Group.

At present, the impact of these new economic substance requirements seems clear, and GasLog has filed the required returns confirming we have appropriate economic substance in Bermuda. However, it is not possible to accurately predict the outcome of any review by the authorities as to whether or not GasLog and its business has accurately interpreted the requirements. Whilst we believe we have taken appropriate advice and counsel from the relevant authorities and external legal advisors, the requirements may increase the complexity and costs of carrying on GasLog's business with entities incorporated in Bermuda.

Our insurance may be insufficient to cover losses that may occur to our property or result from our operations which could adversely affect our results of operations and cash flows.

The operation of any ship includes risks such as mechanical failure, personal injury, collision, fire, contact with floating objects, property loss or damage, cargo loss or damage and business interruption due to a number of reasons, including political circumstances in foreign countries, hostilities and labor strikes. In addition, there is always an inherent possibility of a marine disaster, including collision, explosion, spills and other environmental mishaps, and other liabilities arising from owning, operating or managing ships in international trade. Although we carry protection and indemnity, hull and machinery, loss of hire and cyber risk insurance covering our ships consistent with industry standards, we can give no assurance that we are adequately insured against all risks or that our insurers will pay a particular claim. In addition, we may be unable to insure against certain cyber events that may disrupt our information and operational technology systems. We also may be unable to procure adequate insurance coverage at commercially reasonable rates in the future. Even if our insurance coverage is adequate to cover our losses, we may not be able to obtain a timely replacement ship in the event of a loss of a ship. Any uninsured or underinsured loss could harm our business, financial condition, results of operations and cash flows, including cash available for dividends to shareholders.

In addition, some of our insurance coverage is maintained through mutual protection and indemnity associations, and, as a member of such associations, we may be required to make additional payments over and above budgeted premiums if member claims exceed association reserves.

Reliability of suppliers may limit our ability to obtain supplies and services when needed.

We rely, and will in the future rely, on a significant supply of consumables, spare parts and equipment to operate, maintain, repair and upgrade our fleet of ships. Delays in delivery or unavailability of supplies could result in off-hire days due to consequent delays in the repair and maintenance of our fleet. This would negatively impact our revenues and cash flows. Cost increases

could also negatively impact our future operations, although the impact of significant cost increases may be mitigated to some extent with respect to the vessels that are employed under charter contracts with automatic periodic adjustment provisions or cost review provisions.

Governments could requisition our ships during a period of war or emergency, resulting in loss of earnings.

The government of a jurisdiction where one or more of our ships are registered could requisition for title or seize our ships. Requisition for title occurs when a government takes control of a ship and becomes its owner. Also, a government could requisition our ships for hire. Requisition for hire occurs when a government takes control of a ship and effectively becomes the charterer at dictated charter rates. Generally, requisitions occur during a period of war or emergency, although governments may elect to requisition ships in other circumstances. Although we would expect to be entitled to government compensation in the event of a requisition of one or more of our ships, the amount and timing of payments, if any, would be uncertain. A government requisition of one or more of our ships would result in off-hire days under our time charters, may cause us to breach covenants in certain of our credit facilities and could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

Maritime claimants could arrest our ships, which could interrupt our cash flows.

Crew members, suppliers of goods and services to a ship, shippers or receivers of cargo and other parties may be entitled to a maritime lien against a ship for unsatisfied debts, claims or damages. In many jurisdictions, a maritime lienholder may enforce its lien by arresting a ship. The arrest or attachment of one or more of our ships which is not timely discharged could cause us to default on a charter or breach covenants in certain of our credit facilities and, to the extent such arrest or attachment is not covered by our protection and indemnity insurance, could require us to pay large sums of money to have the arrest or attachment lifted. Any of these occurrences could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

Additionally, in some jurisdictions, such as the Republic of South Africa, under the "sister ship" theory of liability, a claimant may arrest both the ship that is subject to the claimant's maritime lien and any "associated" ship, which is any ship owned or controlled by the same owner. Claimants could try to assert "sister ship" liability against one ship in our fleet for claims relating to another of our ships.

We may be subject to litigation that could have an adverse effect on us.

We may in the future be involved from time to time in litigation matters. These matters may include, among other things, contract disputes, personal injury claims, environmental claims or proceedings, toxic tort claims, employment matters and governmental claims for taxes or duties, as well as other litigation that arises in the ordinary course of our business. We cannot predict with certainty the outcome of any claim or other litigation matter. The ultimate outcome of any litigation matter and the potential costs associated with prosecuting or defending such lawsuits, including the diversion of management's attention to these matters, could have an adverse effect on us and, in the event of litigation that could reasonably be expected to have a material adverse effect on us, could lead to an event of default under certain of our credit facilities.

Risks Inherent in an Investment in GasLog

Due to our lack of diversification, adverse developments in the LNG market and/or in the LNG transportation industry could adversely affect our business, particularly if such developments occur at a time when we are seeking new charters for our vessels.

We rely exclusively on the cash flow generated from charters for our LNG vessels and management of third party LNG vessels. Due to our lack of diversification, an adverse development in the LNG market and/or the LNG transportation industry could have a significantly greater impact on our business, particularly if such developments occur at a time when our ships are not under charter or nearing the end of their charters, than if we maintained more diverse assets or lines of businesses.

Our contracts for the seven newbuildings we have on order as of March 2, 2020 are subject to risks that could cause delays in the delivery of the ships, which could adversely affect our results of operations and cash flows.

Our seven contracted newbuildings are scheduled to be delivered to us on various dates between 2020 and 2021. Significant delays in the delivery of one or more of these ships, which are expected to generate a substantial portion of our contracted revenue in future years, would delay our receipt of revenues under the related time charters. For prolonged delays, the customer may terminate the charter and, in addition to the resulting loss of revenues, we may be responsible for additional substantial liquidated damages, which could adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders. In addition, the delivery of any of these ships with substantial defects or unexpected operational problems could have similar consequences.

The completion and delivery of newbuildings or conversions could be delayed because of:

- quality or engineering problems;
- changes in governmental regulations or maritime self-regulatory organization standards;
- work stoppages or other labor disturbances at the shipyard;
- bankruptcy or other financial crisis of the shipbuilder;
- a backlog of orders at the shipyard;
- political or economic disturbances;
- weather interference or a catastrophic event, such as a major earthquake or fire;
- accidents, diseases or pandemics, including the COVID-19 virus;
- requests for changes to the original vessel specifications;
- shortages of or delays in the receipt of necessary construction materials, such as steel;
- the inability to finance the construction or conversion of the vessels; or
- the inability to obtain requisite permits or approvals.

If delivery of a vessel is materially delayed, it could adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

As we take delivery of our newbuildings or any secondhand ships we acquire in the future, we will need to expand our staff and crew. If we cannot recruit and retain employees and provide adequate compensation, our business, financial condition, results of operations and cash flows may be adversely affected.

Our ability to acquire and retain customers depends on a number of factors, including our ability to staff our vessels with masters, officers and crews of suitable experience in operating LNG carriers. As we take delivery of our newbuildings or any secondhand ships we acquire in the future, we expect to hire a significant number of seafarers qualified to staff and operate our new vessels, as well as additional shoreside personnel. As the global LNG carrier fleet continues to grow, we expect the demand for technically skilled and experienced officers and crew to increase. This could lead to an industry-wide shortfall of qualified personnel, resulting in increased crew costs, which could constrain our ability to recruit suitable employees to operate our LNG carriers within our budget parameters.

Material increases in crew costs could adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders. In addition, if we cannot recruit and retain sufficient numbers of quality on-board seafaring personnel, we may not be able to fully utilize our expanded fleet, which could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

We may have difficulty further expanding our fleet in the future.

We may expand our fleet beyond our contracted newbuildings by ordering additional newbuildings or by making selective acquisitions of high-quality secondhand vessels to the extent that they are available in the same way that we acquired the *GasLog Chelsea* and the eight vessels acquired from MSL in 2014 and 2015. Our future growth will depend on numerous factors, some of which are beyond our control, including our ability to:

- identify attractive ship acquisition opportunities and consummate such acquisitions;
- obtain newbuilding contracts at acceptable prices;
- obtain required equity and debt financing on acceptable terms;
- secure charter arrangements on terms acceptable to us and to our lenders;
- recruit and retain additional suitably qualified and experienced seafarers and shore-based employees;
- continue to meet technical and safety performance standards;
- manage joint ventures; and
- manage the expansion of our operations to integrate the new ships into our fleet.

We may not be successful in executing any future growth plans, and we cannot give any assurances that we will not incur significant expenses and losses in connection with such growth efforts.

Our credit facilities are secured by our ships and contain payment obligations and restrictive covenants that may restrict our business and financing activities as well as our ability to pay dividends. A failure by us to meet our obligations under our credit facilities could result in an event of default under such credit facilities and foreclosure on our ships.

Our credit facilities impose, and any future credit facility we enter into will impose, operating and financial restrictions on us and our subsidiaries. These restrictions in our credit facilities generally limit our shipowning subsidiaries' ability to, among other things:

- incur additional indebtedness, create liens or provide guarantees;

- provide any form of credit or financial assistance to, or enter into any non-arms' length transactions with, us or any of our affiliates;
- sell or otherwise dispose of assets, including our ships;
- engage in merger transactions;
- terminate any charter;
- amend our shipbuilding contracts;
- change the manager of our ships;
- undergo a change in ownership; or
- acquire assets, make investments or enter into any joint venture arrangements outside of the ordinary course of business.

Our credit facilities also impose certain restrictions relating to us and our other subsidiaries, including restrictions that limit our ability to make any substantial change in the nature of our business or to engage in transactions that would constitute a change of control, as defined in the relevant credit facility, without repaying all of our indebtedness in part or in full.

Our credit facilities also impose specified financial covenants that apply to us and our subsidiaries on a consolidated basis to GasLog Partners and its subsidiaries on a consolidated basis. These financial covenants generally include the following:

- net working capital (excluding the current portion of long-term debt) must be not less than \$0 (not included in the GasLog Partners financial covenants);
- total indebtedness divided by our total assets must not exceed 75.0% (in the case of the GasLog Partners financial covenants, must be less than 65.0%);
- the aggregate amount of cash and cash equivalents and short-term investments must be at least \$75.0 million (in the case of the GasLog Partners financial covenants, the aggregate amount of cash and cash equivalents, short-term investments and available undrawn facilities with remaining maturities of at least six months (excluding loans from affiliates) must be at least \$45.0 million);
- the ratio of EBITDA over our debt service obligations (including interest and debt repayments) on a trailing 12 months basis must be not less than 110.0%. The ratio shall be regarded as having been complied with even if the ratio falls below the stipulated 110% when cash and cash equivalent and short-term investments are at least \$110.0 million (not included in the GasLog Partners financial covenants);
- being permitted to pay dividends subject to no event of default having occurred or occurring as a consequence of the payment of such dividends (in the case of the GasLog Partners financial covenants, being permitted to pay dividends subject to no event of default having occurred or resulting from such payment); and
- market value adjusted net worth must be not less than \$350.0 million (not included in the GasLog Partners financial covenants).

In addition, our credit facilities contain covenants requiring us and certain of our subsidiaries to maintain the aggregate of (i) the market value, on a charter exclusive basis, of the mortgaged vessel or vessels and (ii) the market value of any additional security provided to the lenders, at a value of not less than 120.0% (in the case of the October 2015 Facility and the 7xNB Facility, 115.0% for the first two years after each drawdown and 120.0% at any time thereafter) of the then outstanding amount under the applicable facility. If we fail to comply with these covenants and are not able to obtain

covenant waivers or modifications, our lenders could require us to make prepayments or provide additional collateral sufficient to bring us into compliance with such covenants and, if we fail to do so, our lenders could accelerate our indebtedness.

Further, GasLog has issued the NOK 2024 Bonds and the US dollar denominated 8.875% Senior Notes which also impose specified financial covenants that apply to us and our subsidiaries on a consolidated basis. Under the terms of the NOK 2024 Bonds, GasLog is required to comply with the following financial covenants:

- net working capital (excluding the current portion of long-term debt) must be not less than \$0;
- total indebtedness divided by total assets must not exceed 75.0%;
- the aggregate amount of cash and cash equivalents and short-term investments must be at least \$75.0 million;
- the ratio of EBITDA over debt service obligations (including interest and debt repayments) on a trailing 12 months basis must be not less than 110.0%. The ratio shall be regarded as having been complied with even if the ratio falls below the stipulated 110% when cash and cash equivalent and short-term investments are at least \$110.0 million; and
- GasLog's market value adjusted net worth must at all times be not less than \$350.0 million.

In addition, the terms of the NOK 2024 Bonds include a dividend restriction according to which GasLog may not (i) declare or make any dividend payment or distribution, whether in cash or in kind, (ii) re-purchase any of GasLog's shares or undertake other similar transactions (including, but not limited to, total return swaps related to GasLog's shares), or (iii) grant any loans or make other distributions or transactions constituting a transfer of value to GasLog's shareholders (items (i), (ii) and (iii) collectively referred to as the "Distributions") that in aggregate exceed during any calendar year \$1.10/share. Notwithstanding the foregoing, GasLog may make any amount of Distributions, so long as the Group's cash and cash equivalents and short-term investments exceed \$150.0 million, provided that GasLog can demonstrate by delivering a compliance certificate to the bond trustee that no event of default is continuing or would result from such Distributions. Under the terms of the 8.875% Senior Notes, GasLog is required to comply with the following financial covenants:

- net working capital (excluding the current portion of long-term debt) must be not less than \$0;
- total indebtedness divided by total indebtedness plus total equity must not exceed 75.0%;
- the ratio of EBITDA over debt service, on a trailing four quarter basis, shall be not less than 100.0%;
- the aggregate amount of all unencumbered cash and cash equivalents must be not less than the higher of 2.50% of total indebtedness or \$35.0 million; and
- the issuer's market value adjusted net worth must at all times be not less than \$300.0 million.

Our ability to comply with covenants and restrictions contained in our financing arrangements may be affected by events beyond our control, including prevailing economic, financial and industry conditions. A failure to comply with covenants and restrictions or to meet our payment and other obligations could lead to defaults under our credit facilities which could cause our payment obligations to be accelerated. We may not have, or be able to obtain, sufficient funds to make these accelerated payments. Because obligations under our financing arrangements are secured by our ships and are guaranteed by our ship-owning subsidiaries, if we are unable to repay debt under our financing arrangements, the lenders could seek to foreclose on those assets, which would materially and adversely impact our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders. In addition, a default under one of our credit facilities could result

in the cross-acceleration of our other indebtedness. For more information regarding our credit facilities, please read "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".

The significant global natural gas and crude oil price volatility, amongst other factors referenced above, have in turn led to a significant shortening of the average duration of spot charters fixed during 2019, as well as a significant decline in average rates for new spot and shorter-term LNG charters commencing promptly. Unless LNG charter market conditions improve, we may have difficulty in securing new charters at attractive rates and durations for the six vessels in the spot market. As of December 31, 2019, we had a total of 2,611 open vessel days during 2020. A failure to obtain charters at acceptable rates on these vessels could adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

Our debt levels may limit our flexibility in obtaining additional financing, pursuing other business opportunities and paying dividends to our shareholders.

As of December 31, 2019, we had an aggregate of \$3.1 billion of indebtedness outstanding under our credit agreements, the NOK 2021 Bonds, the NOK 2024 Bonds and the 8.875% Senior Notes, of which \$255.4 million was repayable within one year, and finance lease liabilities of \$204.9 million, of which \$9.4 million was repayable within one year. As of December 31, 2019, there was an undrawn available capacity of \$100.0 million under the revolving facility of the Legacy Facility Refinancing and \$2.0 million under the 2019 Partnership Facility. In addition, there is \$1.1 billion available under the 7xNB Facility to finance a portion of the contract price of our seven newbuildings delivering in 2020 and 2021. We may incur additional indebtedness in the future as we grow our fleet. This level of debt could have important consequences to us, including the following:

- our ability to obtain additional financing, if necessary, for working capital, capital expenditures, ship acquisitions or other purposes may be impaired or such financing may not be available on favorable terms;
- we will need a substantial portion of our cash flow to make principal and interest payments on our debt, reducing the funds that would otherwise be available for operations, future business opportunities and dividends to our shareholders;
- the requirement on us to maintain minimum levels of liquidity as a percentage of our total debt, reducing the funds that would otherwise be available for operations, future business opportunities and dividends to our shareholders;
- our costs of borrowing could increase as we become more leveraged;
- our debt level may make us more vulnerable than our competitors with less debt to competitive pressures or a downturn in our industry or the economy generally;
- our debt level may limit our flexibility in responding to changing business and economic conditions; and
- if we are unable to satisfy the restrictions included in any of our financing agreements or are otherwise in default under any of those agreements, as a result of our debt levels or otherwise, we will not be able to pay cash dividends to our shareholders.

Our ability to service our debt depends upon, among other things, our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, some of which are beyond our control. If our operating results are not sufficient to service our current or future indebtedness, we will be forced to take actions such as reducing or delaying our business activities, acquisitions, investments or capital expenditures, selling

assets, restructuring or refinancing our debt or seeking additional equity capital or bankruptcy protection. We may not be able to effect any of these remedies on satisfactory terms, or at all.

Our ability to pay dividends or to redeem our Preference Shares may be limited by the amount of cash we generate from operations, by restrictions in our credit facilities and by additional factors unrelated to our profitability.

We intend to pay regular quarterly dividends. The declaration and payment of any dividend (including cumulative dividends payable with respect to our Preference Shares) is subject to the discretion of our board of directors and the requirements of Bermuda law. The timing and amount of any dividend or redemption payments will be dependent on our earnings, financial condition, cash requirements and availability, restrictions in our debt agreements, the provisions of Bermuda law and other factors. The amount of cash we generate from operations and the actual amount of cash we will have available for dividends or to redeem our Preference Shares will vary based upon, among other things:

- general LNG shipping market conditions and trends, including charter rates, ship values, factors affecting supply and demand, technological advancements and opportunities for the profitable operations of LNG carriers;
- our ability to comply with the specified financial covenants in our loan facilities, NOK 2024 Bonds and 8.875% Senior Notes and as corporate guarantor for certain loan facilities on a consolidated basis;
- our ability to obtain new charters for our vessels at acceptable rates;
- the charter hire payments we obtain from our charters as well as our ability to re-charter the vessels and the rates obtained upon the expiration of our existing charters;
- our fleet expansion and associated uses of our cash as well as any financing requirements;
- the due performance by our charterers of their obligations;
- delays in the delivery of newbuild vessels and the beginning of payments under charters relating to those vessels;
- the level of our operating costs, such as the costs of crews, lubricants and insurance, as well as the costs of repairs, maintenance or modifications of our ships;
- the number of unscheduled off-hire days for our fleet and the timing of, and number of days required for, scheduled dry-docking of our ships;
- our ability to obtain financing to fund capital expenditures, acquisitions and other corporate activities, funding by banks of their financial commitments, and our ability to meet our obligations under our credit facilities;
- prevailing global and regional economic or political conditions;
- changes in interest rates;
- the effect of governmental regulations and maritime self-regulatory organization standards on the conduct of our business;
- changes in the basis of taxation of our activities in various jurisdictions;
- modification or revocation of our dividend policy by our board of directors; and
- the amount of any cash reserves established by our board of directors.

For information regarding the dividend payment restrictions in our financing agreements, see "—Risks Inherent in an Investment in GasLog—Our credit facilities are secured by our ships and contain payment obligations and restrictive covenants that may restrict our business and financing activities as well as our ability to pay dividends. A failure by us to meet our obligations under our credit facilities could result in an event of default under such credit facilities and foreclosure on our ships".

The amount of cash we generate from our operations may differ materially from our profit or loss for the period, which will be affected by non-cash items. We may incur other expenses or liabilities that could reduce or eliminate the cash available for dividends.

Under Bermuda law, a company may not declare or pay dividends if there are reasonable grounds for believing that: (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) the realizable value of the company's assets would thereby be less than its liabilities. Under our bye-laws, each common share is entitled to dividends as and when any such dividends are declared by our board of directors. We may not declare a common dividend if the payment of our preference dividends is in arrears.

As a result of these and the other factors mentioned above, we may pay dividends during periods when we record losses and may not pay dividends during periods when we record a profit. We can give no assurance that dividends will be paid in the future.

We are a holding company and we depend on the ability of our subsidiaries, including GasLog Partners, to distribute funds to us in order to satisfy our financial obligations and to make dividend payments.

We are a holding company. Our subsidiaries conduct substantially all of our operations and own all of our operating assets, including our ships. As of March 2, 2020, we have no significant assets other than the equity interests in our subsidiaries, including GasLog Partners, in which we hold a 35.6%% equity interest (including our 2.0% general partner interest). As a result, our ability to pay our obligations and to make dividend payments depends entirely on our subsidiaries and their ability to distribute funds to us, including cash distributions and management and administrative services fees received from GasLog Partners. The ability of a subsidiary to make these distributions could be affected by a claim or other action by a third party, including a creditor, or by the law of its jurisdiction of incorporation which regulates the payment of dividends.

On February 6, 2020, in light of reduced expectations for steam vessel utilization and earnings, GasLog Partners announced that it will focus its capital allocation on debt repayment, prioritizing balance sheet strength for 2020. As such, the Partnership expects to reduce its quarterly common unit distribution to \$0.125 per unit for the first quarter of 2020 from \$0.561 per unit for the fourth quarter of 2019. Other factors which may impact the value of our equity interest in GasLog Partners and its ability to distribute funds to us are described in its public filings with the SEC. If we are unable to obtain funds from our subsidiaries, our board of directors may exercise its discretion not to declare or pay dividends.

Fluctuations in exchange rates and interest rates could result in financial losses for us.

Fluctuations in currency exchange rates and interest rates may have an impact on our financial performance. We receive virtually all of our revenues in dollars, while some of our operating expenses, including certain employee costs and crew costs, are denominated in euros and in British pounds. As a result, we are exposed to foreign exchange risk. However, we also maintain cash balances in euros and British pounds, which amounted to approximately \$8.0 million and \$1.2 million as of December 31, 2019. We monitor exchange rate fluctuations on a continuous basis and we also hedge movements in currency exchange rates. However, there is still a risk that currency fluctuations will have a negative

effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

Increased regulatory oversight, uncertainty relating to the nature and timing of the phasing out of LIBOR, and agreement on any new alternative reference rates may adversely impact our ability to manage our exposure to fluctuations in interest rates and borrowing costs.

On July 27, 2017, the United Kingdom Financial Conduct Authority ("FCA"), which regulates LIBOR, announced that the continuation of LIBOR on the current basis is not guaranteed after 2021. There is therefore no guarantee the LIBOR reference rate will continue in its current form post 2021. Various alternative reference rates are being considered in the financial community. The Secured Overnight Financing Rate has been proposed by the Alternative Reference Rate Committee, a committee convened by the U.S. Federal Reserve that includes major market participants and on which regulators participate, as an alternative rate to replace U.S. dollar LIBOR. However, it is not possible at this time to know the ultimate impact a phase-out of LIBOR may have. The changes may adversely affect the trading market for LIBOR based agreements, including our credit facilities, interest rate swaps and Preference Units.

Further, if a LIBOR rate is not available on a determination date during the floating rate period for any of our LIBOR based agreements, the terms of such agreements will require alternative determination procedures which may result in interest or distribution payments differing from expectations and could affect our profit and the market value of our Preference Units.

In addition, any changes announced by the FCA, including the FCA Announcement, the ICE Benchmark Administration Limited (the independent administrator of LIBOR) or any other successor governance or oversight body, or future changes adopted by such body, in the method pursuant to which LIBOR rates are determined may result in a sudden or prolonged increase or decrease in reported LIBOR rates. If that were to occur, the level of interest or dividend payments during the floating rate period for our LIBOR based agreements would be affected and could affect our profit or the market value of our Preference Shares.

The derivative contracts used to hedge our exposure to fluctuations in interest rates could result in reductions in our shareholders' equity as well as charges in our statement of profit and loss.

We enter into derivative contracts from time to time for purposes of managing our exposure to fluctuations in interest rates applicable to floating rate indebtedness. As of December 31, 2019, we had 18 derivative contracts in place with a notional amount of \$1.17 billion. The changes in the fair value of the 18 derivative contracts that have not been designated as cash flow hedging instruments are recognized in our statement of profit or loss. Changes in the fair value of any derivative contracts that do not qualify for treatment as cash flow hedges for financial reporting purposes would affect, among other things, our profit, earnings per share and compliance with the market value adjusted net worth covenants in our credit facilities.

As of December 31, 2019, we had three Cross Currency Swaps, or "CCSs", to exchange interest payments and principal on maturity on the same terms as the NOK 2024 Bonds, in order to hedge the variability of the functional currency equivalent cash flows on the NOK 2024 Bonds. As of December 31, 2019, the three CCSs had a notional amount of \$98.6 million and qualified as cash flow hedging instruments for accounting purposes. The effective portion of changes in the fair value of CCSs is recognized in other comprehensive income while the ineffective portion impacts the statement of profit or loss for the period.

We enter into forward foreign exchange contracts from time to time for purposes of managing our exposure to fluctuations in foreign exchange rates applicable to payments in foreign currencies (mainly euros, British Pounds Sterling, Singapore dollars and Japanese Yen). As of December 31, 2019, we had

43 forward foreign exchange contracts in place with an aggregate notional amount of €54.0 million, six with an aggregate notional amount of £3.0 million, nine with a notional amount of S\$4.5 million and one with a notional amount of JPY29.4 million. The changes in the fair value of these contracts that have not been designated as cash flow hedging instruments are recognized in our statement of profit or loss. Changes in the fair value of any derivative contracts that do not qualify for treatment as cash flow hedges for financial reporting purposes would affect, among other things, our profit, earnings per share and compliance with the market value adjusted net worth covenants in our credit facilities.

There is no assurance that our derivative contracts will provide adequate protection against adverse changes in interest rates or that our bank counterparties will be able to perform their obligations. In addition, as a result of the implementation of new regulation of the swaps markets in the United States, the European Union and elsewhere over the next few years, the cost and availability of interest rate and currency hedges may increase or suitable hedges may not be available.

Our earnings and business are subject to the credit risk associated with our contractual counterparties.

We enter into, among other things, time charters and other contracts with our customers, shipbuilding contracts and refund guarantees relating to newbuildings, credit facilities and commitment letters with banks, insurance contracts, interest rate swaps and foreign exchange forward contracts. Such agreements subject us to counterparty credit risk. For example, the majority of our vessels are chartered to, and we received the majority of our total revenues for the year ended December 31, 2019 from, subsidiaries of Shell. We also have two vessels on charter to Trafigura, one vessel on charter to Cheniere, two vessels on charter to Gunvor and six vessels trading in the spot market. While we believe all our customers to be strong counterparties, their creditworthiness as assessed by independent parties such as credit rating agencies is less strong than that of Shell. In the future, we may enter into new charters with these and other counterparties who are less creditworthy.

The ability and willingness of each of our counterparties to perform its obligations under a contract with us will depend upon a number of factors that are beyond our control and may include, among other things, general economic conditions, the condition of the natural gas and LNG markets and charter hire rates. Should a counterparty fail to honor its obligations under agreements with us, we could sustain significant losses which in turn could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

Our business depends on certain of our senior executives who are subject to increasing demands as a result of our growth and who may not necessarily continue to work for us.

Increasing demands are placed on our management as a result of our growth. As we expand operations, we must monitor our operations, control costs and maintain quality control. In addition, the provision of management services to our publicly traded subsidiary, GasLog Partners, has increased the complexity of our business and placed additional demands on our management. Our success depends to a significant extent upon the abilities and the efforts of our Chairman, Peter G. Livanos, and certain of our senior executives. Mr. Livanos has substantial experience in the shipping industry and has worked with us for many years. He and certain of our senior executives are important to the execution of our business strategies and to the growth and development of our business. If Mr. Livanos or one or more of our senior executives ceased to be affiliated with us, we may be unable to recruit other employees with equivalent talent and experience, and our business and financial condition could suffer.

Risks Related to Our Securities

The price of our common shares has recently declined significantly and may continue to be volatile.

The price of our equity securities may be volatile and may fluctuate due to factors including:

- our payment of dividends;
- the amount of cash dividends paid to our shareholders;
- repurchases by us of our common shares pursuant to our share repurchase programme;
- actual or anticipated fluctuations in quarterly and annual results;
- fluctuations in oil and natural gas prices;
- fluctuations in the seaborne transportation industry, including fluctuations in the charter rates and utilization of vessels in the LNG carrier market;
- fluctuations in supply and demand for LNG;
- mergers and strategic alliances in the shipping industry;
- changes in governmental regulations or maritime self-regulatory organizations standards;
- shortfalls in our operating results from levels forecasted by securities analysts;
- announcements concerning us or our competitors;
- the failure of securities analysts to publish research about us, or analysts making changes in their financial estimates;
- general economic conditions, including fluctuations in interest rates;
- terrorist acts;
- future sales of our shares or other securities;
- investors' perceptions of us, the LNG industry, the LNG shipping industry and the energy industry more broadly;
- the general state of the securities markets; and
- other developments affecting us, our industry or our competitors, such as the recent outbreak of the COVID-19 virus.

Securities markets worldwide are experiencing significant price and volume fluctuations. The market price for our common shares may also be volatile. This market volatility, as well as general economic, market or political conditions, could reduce the market price of our common shares despite our operating performance.

Increases in interest rates may cause the market price of our securities to decline.

An increase in interest rates may cause a corresponding decline in demand for equity investments in general. Any such increase in interest rates may result in a reduction in demand for our securities resulting from other relatively more attractive investment opportunities and may cause the trading price of our securities to decline.

We are a "foreign private issuer" under NYSE rules, and as such we are entitled to exemption from certain NYSE corporate governance standards, and you may not have the same protections afforded to shareholders of companies that are subject to all of the NYSE corporate governance requirements.

We are a "foreign private issuer" under the securities laws of the United States and the rules of the NYSE. Under the securities laws of the United States, "foreign private issuers" are subject to different disclosure requirements than U.S. domiciled registrants, as well as different financial reporting requirements. Under the NYSE rules, a "foreign private issuer" is subject to less stringent corporate governance requirements. Subject to certain exceptions, the rules of the NYSE permit a "foreign private issuer" to follow its home country practice in lieu of the listing requirements of the NYSE, including (i) the requirement that a majority of the board of directors consist of independent directors, (ii) the requirement that a nominating/corporate governance committee be established, (iii) the requirement that the compensation committee be composed entirely of independent directors and have a written charter addressing the committee's purpose and responsibilities and (iv) the requirement of an annual performance evaluation of the compensation committee.

As permitted by these exemptions, as well as by our bye-laws and the laws of Bermuda, we have one or more non-independent directors serving as committee members on our compensation committee. As a result, non-independent directors may, among other things, participate in fixing the compensation of our management, making share and option awards and resolving governance issues regarding our Company.

Accordingly, in the future you may not have the same protections afforded to shareholders of companies that are subject to all of the NYSE corporate governance requirements.

Substantial future sales of our equity securities could cause the market price of our equity securities to decline.

Sales of a substantial number of our equity securities in the public market, or the perception that these sales could occur, may depress the market price for our equity securities. These sales could also impair our ability to raise additional capital through the sale of our equity securities.

In the future we may issue additional equity securities which may be pari passu with or senior to our common shares. The issuance by us of additional common shares or other equity securities that are contractually or structurally pari passu with or senior to our common shares would have the following effects:

- our shareholders' proportionate ownership interest in us will decrease;
- the dividend amount payable per share on our common shares may be lower;
- the relative voting strength of each previously outstanding common share may be diminished; and
- the market price of our common shares may decline.

Our shareholders also may elect to sell large numbers of equity securities held by them from time to time. The number of our equity securities available for sale in the public market will be limited by restrictions applicable under securities laws.

Our Preference Shares are subordinated to our debt obligations and investors' interests could be diluted by the issuance of additional preference shares and by other transactions.

Our Preference Shares are subordinated to all of our existing and future indebtedness. As of December 31, 2019, we had \$3.1 billion of outstanding indebtedness. Our existing indebtedness restricts, and our future indebtedness may include restrictions on, our ability to pay dividends to shareholders. Our memorandum of association and bye-laws currently authorizes the issuance of an

unlimited number of preference shares out of the 500,000,000 shares of share capital in one or more classes or series. The issuance of additional preference shares on a parity with or senior to our Preference Shares would dilute the interests of the holders of our Preference Shares, and any issuance of preference shares senior to or at parity with our Preference Shares or of additional indebtedness could affect our ability to pay dividends on, redeem or pay the liquidation preference on our Preference Shares. No provisions relating to our Preference Shares protect the holders of our Preference Shares in the event of a highly leveraged or other transaction, including the sale, lease or conveyance of all or substantially all our assets or business, which might adversely affect the holders of our Preference Shares.

Our Preference Shares rank pari passu with any other class or series of shares established after the original issue date of the Preference Shares that is not expressly subordinated or senior to the Preference Shares as to the payment of dividends and amounts payable upon liquidation or reorganization. If less than all dividends payable with respect to the Preference Shares and any parity securities are paid, any partial payment shall be made pro rata with respect to shares of Preference Shares and any parity securities entitled to a dividend payment at such time in proportion to the aggregate amounts remaining due in respect of such shares at such time.

Holders of our Preference Shares have extremely limited voting rights.

Our common shares are the only class of our shares carrying full voting rights. Holders of the Preference Shares generally have no voting rights. However, if and whenever dividends payable on the Preference Shares are in arrears for six or more quarterly periods, whether or not consecutive, holders of Preference Shares (voting together as a class with all other classes or series of parity securities upon which like voting rights have been conferred and are exercisable) will be entitled to elect one additional director to serve on our board of directors, and the size of our board of directors will be increased as needed to accommodate such change (unless the size of our board of directors already has been increased by reason of the election of a director by holders of parity securities upon which like voting rights have been conferred and with which the Preference Shares voted as a class for the election of such director). The right of such holders of Preference Shares to elect a member of our board of directors will continue until all accumulated and unpaid dividends on the Preference Shares have been paid in full. In addition, holders of Preference Shares are entitled to vote together with holders of common shares on matters related to the approval of an amalgamation or merger.

The Preference Shares represent perpetual equity interests and holders have no right to receive any greater payment than the liquidation preference regardless of the circumstances.

The Preference Shares represent perpetual equity interests in us and, unlike our indebtedness, will not give rise to a claim for payment of a principal amount at a particular date. As a result, holders of the Preference Shares may be required to bear the financial risks of an investment in the Preference Shares for an indefinite period of time. In addition, the Preference Shares rank junior in all our indebtedness and other liabilities, and any other senior securities we may issue in the future with respect to assets available to satisfy claims against us.

The payment due to a holder of Preference Shares upon a liquidation is fixed at the redemption preference of \$25.00 per share plus accumulated and unpaid dividends to the date of liquidation. If, in the case of our liquidation, there are remaining assets to be distributed after payment of this amount, holders of Preference Shares will have no right to receive or to participate in these amounts. Furthermore, if the market price for Preference Shares is greater than the liquidation preference, holders of Preference Shares will have no right to receive the market price from us upon our liquidation.

Entities controlled by members of the Livanos family are our principal shareholders and can effectively control the outcome of most matters on which our shareholders are entitled to vote; their interests may be different from yours.

Entities controlled by members of the Livanos family, including our Chairman, may be deemed to beneficially own approximately 40.7% of our issued and outstanding common shares. As a result of his shareholding, Mr. Livanos can effectively control the outcome of most matters on which our shareholders are entitled to vote, including the election of our entire board of directors and other significant corporate actions. The interests of these shareholders may be different to yours.

Provisions in our organizational documents may have anti-takeover effects.

Our bye-laws contain provisions that could make it more difficult for a third party to acquire us without the consent of our board of directors. These provisions require an affirmative vote of a majority of the votes attaching to all issued and outstanding shares to approve any merger, consolidation, amalgamation or similar transactions. Our bye-laws also provide for restrictions on the time period in which directors may be nominated.

These provisions could make it difficult for our shareholders to replace or remove our current board of directors or could have the effect of discouraging, delaying or preventing an offer by a third party to acquire us, even if the third party's offer may be considered beneficial by many shareholders. As a result, shareholders may be limited in their ability to obtain a premium for their shares.

Tax Risks

In addition to the following risk factors, you should read "Item 10. Additional Information—E. Tax Considerations" for a more complete discussion of the material Bermuda and U.S. Federal income tax considerations relating to us and the ownership and disposition of our common shares and Preference Shares.

We may have to pay tax on U.S.-source income, which would reduce our earnings.

Under the United States Internal Revenue Code of 1986, as amended, or the "Code", the U.S. source gross transportation income of a ship-owning or chartering corporation, such as ourselves, is subject to a 4% U.S. Federal income tax without allowance for deduction, unless that corporation qualifies for exemption from tax under a tax treaty or Section 883 of the Code and the Treasury Regulations promulgated thereunder. U.S. source gross transportation income consists of 50% of the gross shipping income that is attributable to transportation that begins or ends, but that does not both begin and end, in the United States.

GasLog Ltd. has qualified for the statutory tax exemption for the year of 2019 and intends to continue to qualify for the foreseeable future. However, no assurance can be given that this will be the case. If GasLog Ltd. is not entitled to this exemption under Section 883 for any taxable year, we would be subject to the 4% U.S. Federal income tax described above. The imposition of this taxation could have a negative effect on our business and would result in decreased earnings available for dividends to our shareholders. For a more detailed discussion, see the section entitled "Item 10. Additional Information—E. Tax Considerations—Material U.S. Federal Income Tax Considerations—U.S. Taxation of Our Operating Income".

If we were treated as a "passive foreign investment company", certain adverse U.S. Federal income tax consequences could result to U.S. shareholders.

A foreign corporation will be treated as a "passive foreign investment company", or "PFIC", for U.S. Federal income tax purposes if at least 75% of its gross income for any tax year consists of certain

types of "passive income", or at least 50% of the average value of the corporation's assets produce or are held for the production of those types of "passive income". For purposes of these tests, "passive income" includes dividends, interest, gains from the sale or exchange of investment property and rents and royalties other than rents and royalties that are received from unrelated parties in connection with the active conduct of a trade or business. For purposes of these tests, income derived from the performance of services does not constitute "passive income". U.S. shareholders of a PFIC are subject to a disadvantageous U.S. Federal income tax regime with respect to the income derived by the PFIC, the distributions they receive from the PFIC and the gain, if any, they derive from the sale or other disposition of their shares in the PFIC. If we are treated as a PFIC for any tax year, we will provide information to U.S. shareholders who request such information to enable them to make certain elections to alleviate certain of the adverse U.S. Federal income tax consequences that would arise as a result of holding an interest in a PFIC.

Based on our proposed method of operation, we do not believe that GasLog Ltd. is a PFIC for this tax year. In this regard, we intend to treat the gross income we derive or are deemed to derive from our time chartering activities as services income, rather than rental income. Accordingly, we believe that our income from our time chartering activities does not constitute "passive income", and the assets that we own and operate to produce that income do not constitute passive assets.

There is, however, no legal authority under the PFIC rules addressing our proposed method of operation. Accordingly, the U.S. Internal Revenue Service, or the "IRS", or a court of law may not accept our position, and there is a risk that the IRS or a court of law could determine that we are a PFIC. Moreover, GasLog Ltd. could constitute a PFIC for a future tax year if there were to be changes in the nature and extent of our operations.

If the IRS were to find that GasLog Ltd. is or has been a PFIC for any tax year, U.S. shareholders would face adverse tax consequences. Under the PFIC rules, unless those shareholders make certain elections available under the Code, such shareholders would be liable to pay U.S. Federal income tax at the then prevailing income tax rates on ordinary income plus interest upon excess distributions and upon any gain from the disposition of our common shares or Preference Shares, as if the excess distribution or gain had been recognized ratably over the shareholder's holding period. Please read "Item 10. Additional Information—E. Tax Considerations—Material U.S. Federal Income Tax Considerations—U.S. Federal Income Taxation of U.S. Holders—PFIC Status and Significant Tax Consequences" for a more detailed discussion of the U.S. Federal income tax consequences to U.S. shareholders if GasLog Ltd. is treated as a PFIC.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

GasLog was incorporated in Bermuda on July 16, 2003. GasLog and its subsidiaries are primarily engaged in the ownership, operation and management of vessels in the LNG market, providing maritime services for the transportation of LNG on a worldwide basis and LNG vessel management services. The Group conducts its operations through its vessel-owning subsidiaries and through its vessel management services subsidiary.

Our company and its founders have a long history in shipping and in LNG carriers. Our largest shareholder is Ceres Shipping, whose founding family's shipping activities commenced more than 100 years ago and which is currently controlled by our Chairman, Peter G. Livanos. Ceres Shipping owns its shareholding in GasLog through its wholly owned subsidiary, Blenheim Holdings Ltd. ("Blenheim Holdings"). Ceres Shipping entered the LNG sector in 2001 by undertaking the management of BG Group's owned fleet of LNG carriers through our subsidiary GasLog LNG Services, and in 2003 GasLog Ltd. was incorporated. Until 2010, when we took delivery of the *GasLog Savannah* and the *GasLog Singapore*, our business principally consisted of providing technical ship

management services, as well as plan approval and construction supervision services for newbuilding LNG carriers. As a result, we have had a longer presence in LNG shipping than many other independent owners currently operating in the sector. For a description of our historical and current capital expenditures, see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Capital Expenditures".

On April 4, 2012, we completed our initial public offering, or "IPO", and our common shares began trading on the NYSE on March 30, 2012 under the ticker symbol "GLOG". On January 22, 2014, GasLog completed a follow-on public offering of 10,925,000 common shares (including 1,425,000 common shares in relation to the over-allotment option exercised in full by the underwriters) and a concurrent private placement of 2,317,460 common shares at the public offering price to certain of its directors and officers and one of its major shareholders. The offering and private placement resulted in net proceeds of \$199.0 million which were used to partially finance the acquisition of the first three ships acquired from MSL in 2014. On April 16, 2014, GasLog completed a second follow-on public offering of 4,887,500 common shares (including 637,500 common shares in relation to the over-allotment option exercised in full by the underwriters). The offering resulted in net proceeds of \$109.9 million which were used to partially finance the acquisition of the additional three ships acquired from MSL in 2014.

On May 12, 2014, our subsidiary GasLog Partners completed an IPO of 9,660,000 common units (including 1,260,000 units in relation to the over-allotment option exercised in full by the underwriters), resulting in net proceeds of \$186.0 million. GasLog Partners is a Marshall Islands master limited partnership formed by us to own and operate LNG carriers under multi-year charters. Its common units representing limited partner interests are traded on the NYSE under the ticker symbol "GLOP". Concurrently with the initial public offering, GasLog Partners acquired a 100.0% ownership interest in GAS-three Ltd., GAS-four Ltd. and GAS-five Ltd., the entities that owned the *GasLog Shanghai*, the *GasLog Santiago* and the *GasLog Sydney*, from GasLog, in exchange for (i) 162,358 common units and 9,822,358 subordinated units issued to GasLog representing a 49.8% ownership interest and all of the incentive distribution rights that entitled GasLog to increasing percentages of the cash that the Partnership distributed in excess of \$0.43125 per unit per quarter, (ii) 400,913 general partner units issued to GasLog Partners GP LLC, a wholly owned subsidiary of GasLog, representing a 2.0% general partner interest and (iii) \$65.7 million of cash consideration paid directly to us from the offering proceeds. In addition to the cash consideration of \$65.7 million paid to us, GasLog Partners used the \$186.0 million net proceeds of its IPO to (a) prepay \$82.6 million of debt plus accrued interest of \$0.4 million and (b) make a payment of \$2.3 million (including \$0.3 million accrued interest) to settle the mark-to-market loss on termination of one interest rate swap and reduction of a second interest rate swap in connection with the aforementioned debt prepayment. The balance of \$35.0 million was retained by GasLog Partners for general partnership purposes.

Since GasLog Partners' IPO, the Partnership has completed follow-on equity offerings as set out below, the proceeds of which have been used for general corporate purposes including partially funding the acquisition of the GasLog subsidiaries that own the vessels listed below:

Date of Equity Offering	Equity Offering	Net Proceeds	Vessels Purchased	Date Acquisition Completed
September 29, 2014	Follow-on common equity offering	\$133.0 million	<i>Methane Rita Andrea</i> and <i>Methane Jane Elizabeth</i>	September 29, 2014
June 26, 2015	Follow-on common equity offering	\$171.8 million	<i>Methane Alison Victoria</i> , <i>Methane Shirley Elisabeth</i> and <i>Methane Heather Sally</i>	July 1, 2015
August 5, 2016	Follow-on common equity offering	\$52.3 million	<i>GasLog Seattle</i>	November 1, 2016
January 27, 2017	Follow-on common equity offering	\$78.2 million	<i>GasLog Greece</i>	May 3, 2017
May 15, 2017	Preference equity offering	\$138.8 million	<i>GasLog Geneva</i>	July 3, 2017
May 16, 2017 onwards	Common equity offering through an at-the-market common equity offering which commenced in May 2017 (the "ATM Programme")	\$123.4 million (through December 31, 2019)	<i>Solaris</i> and <i>Methane Becki Anne</i>	October 20, 2017 November 14, 2018
January 17, 2018	Preference equity offering	\$111.0 million	<i>GasLog Gibraltar</i>	April 26, 2018
November 15, 2018	Preference equity offering	\$96.3 million	<i>GasLog Glasgow</i>	April 1, 2019

On April 7, 2015, GasLog completed a public offering of 4,600,000 Preference Shares, par value \$0.01 per share, liquidation preference \$25.00 per share and priced at \$25.00 per share, including 600,000 shares issued upon the exercise in full by the underwriters of their option to purchase additional Preference Shares. The net proceeds from the offering after deducting underwriting discounts, commissions and other offering expenses were \$110.7 million to be used for general corporate purposes. The Preference Shares are listed on the NYSE under the symbol "GLOG PR A".

As of March 2, 2020, GasLog holds a 35.6% interest in the Partnership and, as a result of its ownership of the general partner and the fact that the general partner elects the majority of the Partnership's directors in accordance with the Partnership's partnership agreement, or the "Partnership Agreement", GasLog has the ability to control the Partnership's affairs and policies. Consequently, GasLog Partners is consolidated in the Group's financial statements. The Group's control of the general partner and consequently of the Partnership could be challenged with a 66.67% vote by other unitholders. However, as the Partnership Agreement limits any single unitholder to a maximum of 4.9% of the vote, it is highly unlikely that a coordinated vote of widely held unitholders will be organized to change the Group's control of the general partner. As a result, the Group continues to assume that control of the general partner is a relevant basis on which to conclude control of the Partnership.

On October 1, 2015, GasLog, Dynagas and Golar established the Cool Pool to market their vessels operating in the LNG shipping spot market. In June and July 2018, Dynagas removed its three vessels from the Cool Pool and renounced its 33% ownership in the Cool Pool. On June 6, 2019, GasLog entered into a termination agreement with the Cool Pool and Golar, whereby GasLog assumed commercial control of its six vessels operating in the LNG carrier spot market through the Cool Pool at that time. Following expiry of their commitments, GasLog vessels were withdrawn from the Cool Pool in June and July 2019.

On June 24, 2019, the Partnership Agreement was amended, effective June 30, 2019, to eliminate the IDRs in exchange for the issuance by the Partnership to GasLog of 2,532,911 common units and 2,490,000 Class B units (of which 415,000 are Class B-1 units, 415,000 are Class B-2 units, 415,000 are Class B-3 units, 415,000 are Class B-4 units, 415,000 are Class B-5 units and 415,000 are Class B-6 units), issued on June 30, 2019. The Class B units have all of the rights and obligations attached to the common units, except for voting rights and participation in distributions until such time as GasLog exercises its right to convert the Class B units to common units. The Class B units will become eligible for conversion on a one-for-one basis into common units at GasLog's option on July 1, 2020, July 1, 2021, July 1, 2022, July 1, 2023, July 1, 2024 and July 1, 2025 for the Class B-1 units, Class B-2 units, Class B-3 units, Class B-4 units, Class B-5 units and the Class B-6 units, respectively. Following the IDR elimination, the allocation of GasLog Partners' profit to the non-controlling interests is based on the revised distribution policy for available cash stated in the Partnership Agreement as amended, effective June 30, 2019, and under which 98% of the available cash is distributed to the common unitholders and 2% is distributed to the general partner. The updated earnings allocation applies to the total GasLog Partners' profit for the three months ended June 30, 2019 and onwards.

We maintain our principal executive offices at 69 Akti Miaouli, 18537 Piraeus, Greece. Our telephone number at that address is +30 210 459 1000. We are registered with the Registrar of Companies in Bermuda under registration number 33928. We maintain a registered office in Bermuda at Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda.

We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In accordance with these requirements, we file reports and other information as a foreign private issuer with the SEC. You may obtain copies of all or any part of such materials from the SEC upon payment of prescribed fees. You may also inspect reports and other information regarding registrants, such as us, that file electronically with the SEC without charge at a website maintained by the SEC at <http://www.sec.gov>. These documents and other important information on our governance are posted on our website and may be viewed at <http://www.gaslogltd.com>.

B. Business Overview

Overview

We are an international owner, operator and manager of LNG carriers providing support to international energy companies as part of their LNG logistics chain. Our owned and bareboat fleet as of March 2, 2020, consists of 35 LNG carriers, including 28 ships on the water and seven LNG carriers on order at one of the world's leading LNG shipbuilders, Samsung. This includes 15 LNG carriers in operation that are owned by GasLog Partners, with which we have entered into certain agreements governing our relationship, including purchase options for certain of our ships. We currently manage and operate 28 LNG carriers including 12 of our wholly owned ships in operation, 14 ships contributed or sold to the Partnership (one is managed by a subsidiary of Shell), one additional LNG carrier in which we have a 25.0% interest and a vessel secured under a long-term bareboat charter from Lepta Shipping, a subsidiary of Mitsui. We are also supervising the construction of our newbuildings. We operate our vessels primarily under term charters of one year or longer with six vessels, of which one is owned by GasLog Partners, currently trading in the spot and short-term market. As of December 31, 2019, these contracts are expected to provide total contracted revenues of \$4.0 billion during their initial terms, which expire between 2020 and 2032. During 2019, 2018 and 2017, we generated revenues of \$668.6 million, \$618.3 million and \$525.2 million, respectively. For disaggregation of revenues, see "Item 5. Operating and Financial Review and Prospects—Operating Results—Customers".

The LNG carrier in which we have a 25.0% interest is the *Methane Nile Eagle*, a 2007-built LNG carrier technically managed by us that is currently operating under a 20-year time charter to MSL.

Our current time charters have initial terms of up to 12 years and include options that permit the charterers to extend the terms for successive periods under hire rate provisions. We will continue to evaluate the attractiveness of longer and shorter-term chartering opportunities as the commercial characteristics of the LNG carrier industry evolve. Our orderbook of new LNG carriers has staggered delivery dates, facilitating a smooth integration of the ships into our fleet as well as significant annual growth through 2021. This has the additional advantage of spreading our exposure to the re-delivery of these ships over several years upon expiration of their current charters.

Each of our 28 owned and bareboat LNG carriers and seven LNG carriers under construction is designed with a capacity of between approximately 145,000 cbm and 180,000 cbm. We believe this size range maximizes their operational flexibility as these ships are compatible with most existing LNG terminals around the world. All but one of the LNG carriers in our owned and bareboat fleet are of similar specifications, which allows us to benefit from economies of scale and operating efficiencies in ship construction, crew training, crew rotation and shared spare parts. Upon delivery of the last of our seven contracted newbuildings, our owned and bareboat fleet will have an average age of 7.0 years, making it one of the youngest in the industry. By comparison, as of December 31, 2019, the average age for the global trading LNG carrier fleet including LNG carriers of all sizes, was 10.0 years.

Our wholly owned subsidiary, GasLog LNG Services, exclusively handles the technical management of our fleet, including plan approval for new ship orders, supervision of ship construction and planning and supervision of dry-dockings, as well as technical operations, crewing, training, maintenance, regulatory and classification compliance and health, safety, security and environmental, or "HSSE", management and reporting. With over 19 years of technical management experience, including 15 years as sole technical manager of BG Group's owned fleet of LNG carriers, we have established a track record for the efficient, safe and reliable operation of LNG carriers which is evidenced by our safety performance and the limited off-hire days of the 28 ships currently operating under our management.

A wholly owned subsidiary of GasLog acquired a 20% shareholding in Gastrade in 2016. Gastrade is licensed to develop an independent natural gas system offshore Alexandroupolis in Northern Greece utilizing a FSRU along with other fixed infrastructure. A wholly owned subsidiary of GasLog has executed an FSRU Operation and Maintenance Agreement with Gastrade. This agreement is tied to the Terminal Use Agreement and subject to final investment decision ("FID") of the Alexandroupolis Project.

On January 11, 2019, Gastrade announced that the first phase of the regulatory market test for long-term capacity in the Alexandroupolis FSRU was concluded with responses from 20 companies with an aggregated interest for up to 12.2 billion cubic meters per year of regasification capacity. This is more than double the nominal planned capacity of the terminal.

On July 26, 2019, the Guidelines for the second phase of the market test were released in preparation for the launch of the market test itself in early 2020. In this second phase, participants will be required to sign an advanced reservation capacity agreement with binding commitments to take long-term capacity. The second phase of the market test commenced on January 10, 2020 and is currently expected to conclude in April.

On September 29, 2019, Gastrade released the Engineering Procurement and Construction tender for the construction of the pipeline and offshore installation contract. The FSRU procurement tender to shortlisted companies is expected to be released in the first quarter of 2020. Should GasLog be selected as the provider of the FSRU, it is currently expected that we would sell a TFDE vessel converted to a FSRU to Gastrade.

On December 30, 2019, DEPA, the Greek State Gas Company, signed agreements to acquire 20% of the shares in Gastrade. The closing of the acquisition is pending a "no objection" consent from Greek competition authorities. The Bulgarian parliament has approved the acquisition of 20% of the shares in Gastrade by BulgarTransgaz, the Bulgarian State Gas Transport Company. A preliminary agreement has been executed and the completion is expected in early 2020.

Gastrade currently expects to take FID on the project in the third quarter of 2020 with the purchase of the FSRU and start-up of the facility anticipated to occur approximately two years after FID.

In September 2019, GasLog announced that a wholly owned subsidiary of GasLog had signed a 10-year time charter with Sinolam for the provision of a LNG FSU to a gas-fired power project being developed on Panama. The time charter is expected to be fulfilled through the conversion of the *GasLog Singapore*. The FSU will receive, store and send out LNG to a gas-fired power plant currently being developed near Colón, Panama, by Sinolam Smarter energy LNG Power Company, a subsidiary of private Chinese investment group Shanghai Gorgeous Investment Development Company. The power project has signed long-term power purchase agreements with leading Panamanian utility companies as well as a 15-year LNG sale and purchase agreement with Shell.

In November 2019, GasLog announced plans to relocate more of its employees including several members of senior management to the Piraeus, Greece office, home of our operational platform, in order to enhance execution, efficiency and operational excellence and to reduce overheads. As a result, the Monaco office will reduce the already limited number of employees, whilst the London office will focus primarily on chartering activities and company secretarial duties. The offices in Singapore, Korea and the U.S. will be unaffected by the changes. We expect to incur total restructuring costs of approximately \$6.0 million. A restructuring charge of \$4.7 million was recorded in the fourth quarter of 2019 but the cash costs of the restructuring will be primarily incurred in 2020. In 2021 and beyond, we expect like-for-like General and Administrative Expenses to fall by a similar amount of approximately \$6.0 million.

On February 6, 2020, GasLog Partners announced a non-cash impairment on its five Steam vessels and guided towards a reduction in its quarterly distribution from the first quarter of 2020 as a result of a number of increasingly strong negative indicators in the LNG shipping market. GasLog Partners is now focusing capital allocation on debt repayment and prioritizing balance sheet strength for 2020, in order to lower cash break-evens and to reposition the Partnership for potential future growth if its cost of capital allows GasLog Partners to access debt and equity capital on acceptable terms.

Our Fleet

Owned Fleet

The following table presents information about our wholly owned vessels and their associated time charters as of March 2, 2020:

Vessel Name	Year Built	Cargo Capacity (cbm)	Charterer	Propulsion	Charter Expiration ⁽¹⁾	Optional Period ⁽²⁾
1 <i>GasLog Chelsea</i>	2010	153,600	Spot Market	TFDE	—	—
2 <i>GasLog Saratoga</i>	2014	155,000	Spot Market	TFDE	—	—
3 <i>GasLog Salem</i>	2015	155,000	Gunvor	TFDE	March 2021	—
4 <i>GasLog Savannah</i>	2010	155,000	Spot Market	TFDE	—	—
5 <i>GasLog Skagen</i>	2013	155,000	Spot Market	TFDE	—	—
6 <i>Methane Lydon Volney</i>	2006	145,000	Shell	Steam	October 2020	—
7 <i>GasLog Warsaw</i>	2019	180,000	Cheniere	X-DF	May 2021	—
			Endesa		May 2029	2035 - 2041
8 <i>GasLog Hong Kong</i>	2018	174,000	Total	X-DF	December 2025	2028
9 <i>GasLog Genoa</i>	2018	174,000	Shell	X-DF	March 2027	2030 - 2033
10 <i>GasLog Houston</i>	2018	174,000	Shell	X-DF	May 2028	2031 - 2034
11 <i>GasLog Gladstone</i>	2019	174,000	Shell	X-DF	January 2029	2032 - 2035
12 <i>GasLog Singapore</i>	2010	155,000	Spot Market	TFDE	—	—
			Sinolam ⁽³⁾		October 2030	—

The following table presents information about GasLog Partners' fleet and their associated time charters as of March 2, 2020:

Vessel Name	Year Built	Cargo Capacity (cbm)	Charterer	Propulsion	Charter Expiration ⁽¹⁾	Optional Period ⁽²⁾
1 <i>Methane Alison Victoria</i>	2007	145,000	Spot Market	Steam	—	—
2 <i>Methane Rita Andrea</i>	2006	145,000	Shell	Steam	April 2020	—
3 <i>Methane Shirley Elisabeth</i>	2007	145,000	Shell	Steam	June 2020	—
4 <i>GasLog Sydney</i>	2013	155,000	Cheniere	TFDE	June 2020	2020 - 2021
5 <i>Methane Jane Elizabeth</i>	2006	145,000	Trafigura ⁽⁴⁾	Steam	November 2020	2021 - 2024
6 <i>Methane Heather Sally</i>	2007	145,000	Shell	Steam	December 2020	—
7 <i>GasLog Seattle</i>	2013	155,000	Shell	TFDE	June 2021	—
8 <i>Solaris</i>	2014	155,000	Shell	TFDE	June 2021	—
9 <i>GasLog Santiago</i>	2013	155,000	Trafigura	TFDE	December 2021	2022 - 2028
10 <i>GasLog Shanghai</i>	2013	155,000	Gunvor	TFDE	November 2022	—
11 <i>GasLog Geneva</i>	2016	174,000	Shell	TFDE	September 2023	2028 - 2031
12 <i>GasLog Gibraltar</i>	2016	174,000	Shell	TFDE	October 2023	2028 - 2031
13 <i>Methane Becki Anne</i>	2010	170,000	Shell	TFDE	March 2024	2027 - 2029
14 <i>GasLog Greece</i>	2016	174,000	Shell	TFDE	March 2026	2031
15 <i>GasLog Glasgow</i>	2016	174,000	Shell	TFDE	June 2026	2031

Bareboat Vessel

Vessel Name	Year Built	Cargo Capacity (cbm)	Charterer	Propulsion	Charter Expiration ⁽¹⁾	Optional Period ⁽²⁾
1 <i>Methane Julia Louise</i> ⁽⁵⁾	2010	170,000	Shell	TFDE	March 2026	2029 - 2031

(1) Indicates the expiration of the initial term.

(2) The period shown reflects the expiration of the minimum optional period and the maximum optional period. The charterer of the *GasLog Santiago* may extend the term of this time charter for a period ranging from one to seven years, provided that the charterer provides us with advance notice of declaration. The charterer of the *GasLog Sydney* may extend the term of this time charter for a period ranging from six to twelve months, provided that the charterer provides us with advance notice of declaration. The charterer of the *Methane Becki Anne* and the *Methane Julia Louise* has unilateral options to extend the term of the related time charters for a period of either three or five years at their election, provided that the charterer provides us with advance notice of declaration of any option in accordance with the terms of the applicable charter. The charterer of the *GasLog Greece* and the *GasLog Glasgow* has the right to extend the charters for a period of five years at the charterer's option. The charterer of the *GasLog Geneva* and the *GasLog Gibraltar* has the right to extend the charter by two additional periods of five and three years, respectively, provided that the charterer provides us with advance notice of declaration. The charterer of the *GasLog Houston*, the *GasLog Genoa* and the *GasLog Gladstone* has the right to extend the charters by two additional periods of three years, provided that the charterer provides us with advance notice of declaration. The charterer of the *Methane Jane Elizabeth* has the right to extend the term of this time charter for a period ranging from one to four years, provided that the charterer gives us advance notice of declaration. The charterer of the *GasLog Hong Kong* has the right to extend the charter for a period of three years, provided that the charterer provides us with advance notice of declaration. Endesa has the right to extend the charter of the *GasLog Warsaw* by two additional periods of six years, provided that the charterer provides us with advance notice of declaration.

(3) The vessel is currently trading in the spot market and has been chartered to Sinolam for the provision of an FSU. The charter is expected to commence in November 2020, after the dry-docking and conversion of the vessel to an FSU.

(4) In March 2018, GasLog Partners secured a one-year charter with Trafigura for the *Methane Jane Elizabeth* (as nominated by the Partnership), which commenced in November 2019. The hire rate for this charter is lower than the hire rate under the vessel's multi-year charter with Shell, which expired in October 2019.

(5) On February 24, 2016, GasLog's subsidiary, GAS-twenty six Ltd., completed the sale and leaseback of the *Methane Julia Louise* with Lepta Shipping. Lepta Shipping has the right to on-sell and lease back the vessel. The vessel was sold to Lepta Shipping for a total consideration approximately equivalent to its book value at the time of the sale. GasLog has leased back the vessel under a bareboat charter from Lepta Shipping for a period of up to 20 years. GasLog has the option to re-purchase the vessel on pre-agreed terms no earlier than the end of year ten and no later than the end of year 17 of the bareboat charter. The vessel remains on its eleven-year-charter with Methane Services Limited, a subsidiary of Shell.

Newbuilds

Vessel Name	Expected Delivery ⁽¹⁾	Cargo Capacity (cbm)	Charterer	Propulsion	Charter Expiration ⁽²⁾	Optional Period ⁽³⁾
1 Hull No. 2213	Q2 2020	180,000	Centrica	X-DF	2027	2029 - 2033
2 Hull No. 2274	Q2 2020	180,000	Jera	X-DF	2032	2034 - 2036
3 Hull No. 2262	Q3 2020	180,000	Centrica	X-DF	2027	2029 - 2033
4 Hull No. 2300	Q4 2020	174,000	Cheniere	X-DF	2027	2030 - 2034
5 Hull No. 2301	Q4 2020	174,000	Cheniere	X-DF	2027	2030 - 2034
6 Hull No. 2311	Q2 2021	180,000	Cheniere	X-DF	2028	2031 - 2035
7 Hull No. 2312	Q3 2021	180,000	Cheniere	X-DF	2028	2031 - 2035

(1) Expected delivery quarters are presented.

(2) Indicates the expiration of the initial term.

(3) The charterer of Hull No. 2213 and Hull No. 2262 has the right to extend the charters by three consecutive periods of two years each at the charterer's option. The charterer of Hull Nos. 2300, 2301, 2311 and 2312 has the right to extend the charters by three consecutive periods of three years, two years and two years, respectively, each at the charterer's option. The charterer of Hull No. 2274 has the right to extend the charter by two consecutive periods of two years, each at the charterer's option.

Charter Expirations

The *Methane Rita Andrea*, the *GasLog Sydney*, the *Methane Shirley Elisabeth*, the *Methane Lydon Volney*, the *Methane Jane Elizabeth* and the *Methane Heather Sally* are due to come off charter in April 2020, June 2020, June 2020, October 2020, November 2020 and December 2020, respectively, each plus or minus 30 days. GasLog Partners and GasLog continue to pursue opportunities for new term charters with third parties and, on an interim basis, will trade the vessels in the spot/short-term charter market, pursuing the most advantageous redeployment depending on evolving market conditions.

Key Fleet Characteristics

The key characteristics of our current owned and bareboat fleet include the following:

- each ship is sized at between approximately 145,000 cbm and 180,000 cbm capacity, which places our ships in the medium- to large-size class of LNG carriers; we believe this size range maximizes their efficiency and operational flexibility, as these ships are compatible with most existing LNG terminals around the world;
- each ship is double-hulled, which is standard in the LNG industry;
- each ship has a membrane containment system incorporating current industry construction standards, including guidelines and recommendations from Gaztransport and Technigaz (the designer of the membrane system) as well as updated standards from our classification society;
- each of our ships is equipped with a modern steam turbine or has TFDE or X-DF engine propulsion technology;
- Bermuda is the flag state of each ship with the exception of the *GasLog Warsaw* which has a Hellenic flag;
- each of our delivered ships has received, and each of our newbuildings is expected to receive, an ENVIRO+ notation from our classification society, which denotes compliance with its published guidelines concerning the most stringent criteria for environmental protection related to design characteristics, management and support systems, sea discharges and air emissions; and
- upon delivery of the last of our seven contracted newbuildings in 2021, our owned fleet will have an average age of 7.0 years, making it one of the youngest in the industry, compared to a

current average age of 10.0 years for the global trading LNG carrier fleet including LNG carriers of all sizes as of December 31, 2019.

In addition to our owned and bareboat fleet, we have a 25.0% ownership interest in Egypt LNG, an entity whose principal asset is the *Methane Nile Eagle*. The *Methane Nile Eagle* is a 145,000 cbm LNG carrier that was built in 2007. It is currently chartered to MSL under a 20-year time charter, which is subject to extension for up to 10 years at the charterer's option.

We continually evaluate short-term and multi-year charter opportunities for our vessels, including the newbuildings for which we do not currently have charters fixed. Our discussions with potential charterers are at various stages of advancement; however, we cannot provide assurance that we will conclude any particular charter or, if concluded, as to the charter rate that will apply.

Managed Fleet

Through GasLog LNG Services, we provide technical ship management services for one LNG carrier owned by a third party in addition to management of the 27 LNG carriers currently operating in our owned and bareboat fleet (the *Solaris* is managed by a subsidiary of Shell). We supervised the construction by Samsung or Hyundai of each LNG carrier in our managed fleet, and each ship has operated under our technical management since its delivery from the shipyard with the exception of the *Solaris*.

The following table provides information about our managed, third party owned ship (not including the bareboat vessel):

<u>Vessel Name</u>	<u>Year Built</u>	<u>Cargo Capacity (cbm)</u>	<u>Propulsion</u>	<u>GasLog Ownership</u>	<u>Ship Owner</u>	<u>Charter Expiration</u>
1 <i>Methane Nile Eagle</i> ⁽¹⁾	2007	145,000	Steam	25.0%	Egypt LNG ⁽¹⁾	2027

(1) The *Methane Nile Eagle* is owned by Egypt LNG in which we indirectly hold a 25.0% equity interest. Shell Integrated Gas Thailand PTE. Ltd., a subsidiary of Shell, and Eagle Gas Shipping Co. E.S.A., an entity affiliated with the government of Egypt, have 25.0% and 50.0% equity interests, respectively, in Egypt LNG.

Ship Time Charters

We provide the services of our ships under time charters. A time charter is a contract for the use of the ship for a specified term at a daily hire rate. Under a time charter, the ship owner provides crewing and other services related to the ship's operation, the cost of which is covered by the hire rate, and the customer is responsible for substantially all of the ship voyage costs (including bunker fuel, port charges, canal fees and LNG boil-off).

We entered into master time charters with MSL that established the general terms under which the *GasLog Greece*, the *GasLog Glasgow*, the *GasLog Geneva*, the *GasLog Gibraltar*, the *GasLog Houston*, the *GasLog Genoa* and the *GasLog Gladstone* will be chartered to MSL. We enter into separate confirmation memorandums for each ship in order to supplement the master time charter and specify the charter term, extension options (if any), hire rate and other provisions applicable to each ship's charter.

We have entered into time charter agreements with a subsidiary of Shell, establishing the terms under which the *GasLog Seattle* and the *Solaris* will be chartered to Shell.

The *GasLog Chelsea*, the *GasLog Skagen*, the *Gaslog Saratoga*, the *GasLog Singapore*, *GasLog Savannah* and the *Methane Alison Victoria* are trading in the spot/short-term charter market and from time to time enter into voyage or short-term time charters.

The *GasLog Salem* and the *GasLog Shanghai* are operating under time charter agreements with Gunvor which are based on a market-related structure where the hire rate is adjusted for each voyage and is subject to agreed minimum and maximum rates of hire. We have entered into a time charter agreement with Cheniere, establishing the terms under which the *GasLog Warsaw* will be chartered to Cheniere from August 2019 to May 2021. We have entered into a time charter agreement with Endesa, establishing the terms under which the *GasLog Warsaw* will be chartered to Endesa from May 2021.

We have entered into a time charter agreement with a subsidiary of Total, establishing the terms under which the *GasLog Hong Kong* will be chartered to Total.

We have entered into time charter agreements with Centrica establishing the terms under which Hull Nos. 2213 and 2262 will be chartered to Centrica.

We have entered into time charter agreements with Cheniere establishing the terms under which Hull Nos. 2300, 2301, 2311 and 2312 will be chartered to Cheniere.

We have entered into a time charter agreement with Jera establishing the terms under which Hull No. 2274 will be chartered to Jera.

We have entered into a time charter agreement with Sinolam establishing the terms under which the *GasLog Singapore* will be chartered to Sinolam.

The following discussion describes the material terms of the time charters for our owned and bareboat ships.

Initial Term, Extensions and Redelivery

The initial term of the time charters for the *Methane Lydon Volney*, the *Methane Rita Andrea*, the *Methane Shirley Elisabeth*, and the *Methane Heather Sally* began upon delivery to GasLog following their acquisition from MSL in 2014, and will terminate on various dates in 2020.

The initial term charter for the *Methane Becki Anne* to MSL began upon delivery of the ship and will terminate in 2024. MSL has options to extend the terms of the charter for an additional period of either three or five years beyond the initial charter expiration date.

The initial term of the time charter for the *GasLog Greece*, the *GasLog Glasgow*, the *GasLog Geneva* and the *GasLog Gibraltar* began upon delivery of the ships and will terminate in 2026, 2026, 2023 and 2023, respectively. For the *GasLog Greece* and the *GasLog Glasgow*, MSL has options to extend the terms of the charters for up to five years and for the *GasLog Geneva* and the *GasLog Gibraltar*, MSL has the option to extend the terms of the charters for up to 8 years.

The *GasLog Houston* was delivered from the shipyard in January 2018 and delivered into her time charter with MSL in January 2019. The initial charter term for the ship will terminate in 2028. MSL has options to extend the terms of the charter for two consecutive periods of three years each, all at specified hire rates.

Our time charter to MSL for the *GasLog Genoa* began when the ship was delivered from the shipyard in March 2018. The initial charter term for the ship will terminate in 2027. The time charter to MSL for the *GasLog Gladstone* began when the ship was delivered from the shipyard in March 2019. The initial charter term for the ship will terminate in 2029. MSL has options to extend terms of the charters for the *GasLog Genoa* and the *GasLog Gladstone* for two consecutive periods of three years each, all at specified hire rates.

The initial term of the time charter for the *GasLog Seattle* and the *Solaris* began upon delivery of the ships following an initial period during which the ships operated under maiden voyage time charters, the purpose of which was to facilitate completion by Shell of an operational discharge inspection of the ships. The time charters for the *GasLog Seattle* and the *Solaris* will terminate in 2021.

The initial term of the time charter for the *Methane Julia Louise* began upon delivery to GasLog and will terminate in 2026. MSL has the option to extend the long-term bareboat charter of the *Methane Julia Louise* which is now owned by Lepta Shipping and leased back to GasLog, for an additional period of either three or five years beyond the initial charter expiration date.

Our time charter to Total for the *GasLog Hong Kong* began when the ship was delivered from the shipyard in March 2018. The initial charter term will terminate in 2025. Total has the option to extend the term of the charter by a three-year period at the charterer's option at a specified hire rate.

The initial time charter for the *GasLog Warsaw* to Cheniere began when the ship was delivered in August 2019 and will terminate in May 2021. Our time charter to Endesa for the *GasLog Warsaw* begins in May 2021. The initial charter term will terminate in 2029. Endesa has the option to extend the term of the charter by two six-year periods beyond the initial charter expiration date.

Our time charters to Centrica for Hull No. 2213 and Hull No. 2262 will begin upon delivery of the vessels in 2020. The initial charter terms will terminate in 2027. Centrica has the option to extend the term of the charters by three consecutive periods of two years each at the charterer's option.

Our time charters to Cheniere for Hull Nos. 2300, 2301, 2311 and 2312 will begin upon delivery of the vessels from the shipyard in 2020, 2020, 2021 and 2021, respectively. The initial charter terms will terminate in 2027 (Hull Nos. 2300 and 2301) and 2028 (Hull Nos. 2311 and 2312). Cheniere has the option to extend the term of each of the charters by three consecutive periods of three years, two years and two years, respectively.

The rates and period for the fixtures of the *GasLog Singapore*, the *GasLog Savannah*, the *GasLog Chelsea*, the *GasLog Skagen*, the *Methane Alison Victoria* and the *GasLog Saratoga* vary from charter to charter, as is the nature of trading in the spot/short-term charter market.

Our time charters to Gunvor for the *GasLog Salem* and the *GasLog Shanghai* began in June 2019 and the charters will terminate in 2021 and 2022 respectively.

Our time charter to Jera for Hull No. 2274 will begin upon delivery of the vessel in 2020. The initial charter terms will terminate in 2032. Jera has the option to extend the term of the charter by two consecutive periods of three years.

Our time charters provide for redelivery of the ship to us at the expiration of the term, as such term may be extended upon the charterer's exercise of its extension options, or upon earlier termination of the charter (as described below) plus or minus 30 days. Under all of our charters, the charterer has the right to extend the term for most periods in which the ship is off-hire. Our charter contracts do not provide the charterers with options to purchase our ships during or upon expiration of the charter term.

Hire Rate Provisions

"Hire rate" refers to the basic payment from the customer for use of the ship. Under all of our time charters, the hire rate is payable to us monthly in advance in U.S. dollars. Depending on the time charter contract, there are four methods by which the daily hire rate for our owned ships is determined:

- Under the first method, the hire rate includes two components: a capital cost component and an operating cost component. The capital cost component relates to the total cost of the ship's construction and is a fixed daily amount that is structured to provide a return on our invested capital. Some of the charters provide for the capital cost component to increase by a specified amount during any option period. The operating cost component is a fixed daily amount that increases annually at a fixed percentage. Although the daily amount of the operating cost component is fixed (subject to a specified annual increase), it is intended to correspond to the

costs of operating the ship and related expenses. In the event of a material increase or decrease in the actual costs we incur in operating the ship, a clause in the charter provides each party the right in certain circumstances to seek a review and potential adjustment of the operating cost component.

- Under the second method, the hire rate includes only one component that is a fixed daily amount that will either remain the same, increase or decrease by a specified amount during any option period as compared to the firm period.
- Under the third method, the hire rate for an initial period of up to two years, at the charterer's option, will be set at the prevailing market rate for a comparable ship, subject to a cap and a floor. Following such initial period, the hire rate will be calculated based on three components—a capital cost component, an operating cost component and a ship management fee. The capital cost component is a fixed daily amount which will increase by a specified amount during any option period. The daily amount of the operating cost component, which is intended to fully pass-through to the charterer the costs of operating the ship, is set annually and adjusted at the end of each year to compensate us for the actual costs we incur in operating the ship. Dry-docking expenses are budgeted in advance and are reimbursed by the charterers immediately following a dry-docking. The ship management fee is a daily amount set in line with industry practice for fees charged by ship managers and is intended to compensate us for management of the ship.
- Under the fourth method, the hire rate is based on a base hire rate adjustment mechanism for each voyage and is calculated by taking the average of the daily spot market headline rates of three broker reports. The three broker reports used for this calculation shall be drawn from the week which contains the date that is twenty (20) days prior to each loading date. The voyage is defined as being from drop last pilot at the discharge port until the drop last pilot at next discharge port. For each voyage, the broker average daily rate, shall be subject to certain adjustments to determine the "Actual daily hire rate" of that voyage. The hire rate for each voyage is subject to maximum ceiling and minimum floor rates.

The hire rates for each of our ships may be reduced if the ship does not perform to certain of its specifications or if we breach our obligations under the charter. We have had no instances of hire rate reductions since the first two of our owned ships commenced operations in 2010.

Off-Hire

When a ship is "off-hire"—or not available for service—a time charterer generally is not required to pay the hire rate, and we remain responsible for all costs, including the cost of any LNG cargo lost as boil-off during such off-hire periods. The vast majority of our time charters provide an annual allowance period for us to schedule preventative maintenance work on the ships, whilst for some other charters, there are other provisions in place to ensure the same. For the vessels operating in the short-term spot market we take advantage of any stub period to enable us to perform the required maintenance. Our ships are being maintained to the highest standards in accordance with the maker's maintenance schedule. A ship generally will be deemed off-hire under our time charters if there is a specified time outside of the annual allowance period when the ship is not available for the charterer's use due to, among other things, operational deficiencies (including the failure to maintain a certain guaranteed speed), dry-docking for repairs, maintenance or inspection, equipment breakdowns, deficiency of personnel or neglect of duty by the ship's officers or crew, deviation from course, or delays due to accidents, quarantines, ship detentions or similar problems. We have obtained loss of hire insurance to protect us against loss of income as a result of a ship being off-hire. See "—Risk of Loss, Insurance and Risk Management—Loss of Hire Insurance".

All ships are dry-docked at least once every five years for a special survey as required by the ship's classification society. Our ships are considered to be on a scheduled off-hire under our time charters during such periods.

Termination and Cancellation

Under our existing time charters, each party has certain termination rights which include, among other things, the automatic termination of a charter upon loss of the relevant ship. Either party may elect to terminate a charter upon the occurrence of specified defaults or upon the outbreak of war or hostilities involving two or more major nations, such as the United States or the People's Republic of China, if such war or hostilities materially and adversely affect the trading of the ship for a period of at least 30 days. In addition, our charterers have the option to terminate a charter if the relevant ship is off-hire for any reason other than scheduled dry-docking for a period exceeding 90 consecutive days, or for more than 90 days or 110 days, depending on the charter, in any one-year period. Certain of our charters give the charterer a termination option for shorter periods of off-hire, if such off-hire is due to an uncured breach of our obligations to maintain the applicable ship.

In addition to its termination rights, Shell has the right to convert the time charter with respect to the relevant ship into a bareboat charter upon the occurrence of specified defaults or in the event that Shell's quality assurance review is not successfully completed upon delivery of the ship.

All of the time charters applicable to our newbuildings permit the charterer to cancel the charter in the event of a prolonged delay in the delivery of the ship from the shipyard, and in certain circumstances obligate us to pay liquidated damages to the charterer in the event of a less significant delivery delay. However, the cancellation and liquidated damages provisions in our charters are structured to mirror the provisions of our contracts with the shipyard, giving us the right to receive liquidated damages from the shipyard or cancel the shipbuilding contract in the same circumstances that would trigger the charterer's right to cancel the charter contract or receive liquidated damages because of delivery delays.

The Bareboat Charter

On February 24, 2016, GasLog's subsidiary, GAS-twenty six Ltd., completed the sale and leaseback of the *Methane Julia Louise* with Lepta Shipping. Lepta Shipping has the right to on-sell and lease back the vessel. The vessel was sold to Lepta Shipping for a total consideration approximately equivalent to its book value at the time of the sale. GasLog has leased back the vessel under a bareboat charter from Lepta Shipping for a period of up to 20 years. GasLog has the option to re-purchase the vessel on pre-agreed terms no earlier than the end of year ten and no later than the end of year 17 of the bareboat charter. The vessel remains on its 11 year charter with MSL.

Shipbuilding Contracts

We have entered into shipbuilding contracts with Samsung in respect of seven newbuildings which have an aggregate contract price of approximately \$1.3 billion. As of December 31, 2019, the aggregate outstanding balance was \$1.1 billion, which will be paid in installments upon steel cutting, keel laying and launching of the ship, with the largest portion of the purchase price for each ship coming due upon its delivery. All of our obligations under the shipbuilding contracts are payable in U.S. dollars.

As of December 31, 2019, our remaining payment obligations under the shipbuilding contracts were as follows:

	As of December 31, 2019 ⁽¹⁾ (in thousands of U.S. dollars)
Amounts due in less than one year	801,845
Amounts due in one to three years	311,190
Total	1,113,035

(1) Instalments of \$18.5 million have already been paid in 2020 to date.

The shipbuilding contracts provide for the seven newbuildings to be delivered and ready for immediate operation on various dates in 2020 and 2021. The shipbuilding contracts require Samsung to pay us liquidated damages in the event of certain delays in the delivery of a ship unless such delays are attributable to a force majeure event and, in the event of a prolonged delay, we would have the right to cancel the contract and receive a refund of any installment payments previously made on the ship.

In the event that we fail to meet our payment obligations under a shipbuilding contract, we would be in default under the applicable contract and would be obligated to pay interest under the contract. If such a default by us were to continue for more than five business days, the delivery date of the applicable ship would be delayed by one day for each day that we remain in default and, if a default by us were to continue for more than 15 business days, Samsung would have the option of cancelling the applicable shipbuilding contract and retaining any installment payments previously funded by us under the contract.

Ship Management Services and Construction Supervision

Except for the *Solaris*, which is managed by a subsidiary of Shell, management of our owned and bareboat fleet, which includes plan approval for new ship orders, supervision of ship construction and planning and supervision of dry-dockings, as well as technical operations, crewing, training, maintenance, regulatory and classification compliance and HSSE management and reporting, is provided in-house by our wholly owned subsidiary, GasLog LNG Services, an entity incorporated in Bermuda with an office in Piraeus, Greece. In addition to management of our owned and bareboat fleet, through GasLog LNG Services we provide technical ship management services for the *Methane Nile Eagle*, a ship in which we have a 25.0% ownership interest. During the year ended December 31, 2019, ship management services provided to external customers accounted for approximately 0.1% of our consolidated revenues.

Construction Supervision

We supervise and manage the construction of our newbuildings through GasLog LNG Services. We have employees on-site in South Korea whose responsibilities include inspecting the ships under construction for non-conformities, attending trials of the ship and its machinery and equipment, consulting with the shipyard in the event of any modifications to the ship's specifications, reviewing the shipyard's choice of suppliers and sub-contractors and keeping our management informed of the progress of the construction. Through GasLog LNG Services, we also supervised the construction of three LNG carriers in Shell's owned fleet and the *Methane Nile Eagle*, all of which were constructed at Samsung.

Technical and Operational Management

Pursuant to ship management agreements, through GasLog LNG Services we manage the day-to-day aspects of ship operations for our owned and bareboat fleet (with the exception of the *Solaris*) and for the *Methane Nile Eagle* owned by Egypt LNG. The services provided include crewing, training, employing armed guards for transport in certain high-risk areas, insurance, maintenance and repair, procurement of supplies and equipment, regulatory and classification compliance and HSSE management and reporting, as well as dry-docking under certain charters. We utilize certain third-party sub-contractors and suppliers in carrying out our technical management responsibilities.

In the case of the *Methane Nile Eagle*, the crewing and other operational costs are fully passed-through to the ship owner, and the customer pays us a management fee per month for our technical management services. In connection with our ship management services provided to the *Methane Nile Eagle*, we have entered into a consultant service agreement pursuant to which we provide specialized services relating to the management of the LNG carrier. These services include the development and installation of a ship's ship management system, which includes installing onboard hardware and software systems and providing related training to the ship's personnel. The terms of the *Methane Nile Eagle* ship management agreement and related contracts permit the customer to terminate our services for any reason upon a short period of advance notice and both parties have termination rights upon the occurrence of specified defaults. In the event of the loss of a ship, or the owner's sale of a ship to a third party, the ship management agreement in respect of the ship would terminate automatically.

Competition

We operate in markets that are highly competitive and based primarily on supply and demand. Generally, competition for LNG time charters is based primarily on charter party terms including price, ship availability, size, age, technical specifications and condition, LNG shipping experience, quality and efficiency of ship operations, including level of emissions, shipping industry relationships and reputation for customer service, and technical ability and reputation for operation of highly specialized ships. In addition, through the *GasLog Singapore*, the *GasLog Chelsea*, the *GasLog Savannah*, the *GasLog Skagen*, the *GasLog Saratoga*, the *GasLog Salem* and through the GasLog Partners vessel, the *Methane Alison Victoria*, we operate in the spot /short-term charter market that covers charters of one year or less or under charters which are based on a variable hire rate.

Although we believe that we are one of a small number of large independent owners who focus primarily on modern, technically advanced LNG carriers, a growing number of other independent shipping companies also own and operate, and in some cases manage, LNG carriers and have new ships under construction. Several of these other ship owners and managers have decided to enter, or to expand their presence in, the LNG market with newbuilding vessels over the last year, and potentially others may also attempt to participate in the LNG market in the future. A number of these newbuildings are uncommitted and may also compete in the spot/short-term charter market on delivery. We believe that our strategy of focusing primarily on charter contracts with initial terms of seven to ten years, as well as the scale of our technical ship management operations, differentiates us to some extent from other independent owners.

In addition to independent owners, some of the major oil and gas producers own LNG carriers and, in the recent past, have contracted for the construction of new LNG carriers. Certain national oil and gas and shipping companies also have large fleets of LNG carriers that have expanded and may continue to expand. Some of these companies, as well as other market participants such as trading companies who have LNG shipping capacity contracted on multi-year charters, may compete with independent owners by using their fleets to carry LNG for third parties.

Seagoing and Shore-Based Employees

As of December 31, 2019, we had 163 full-time employees and contractors based in our offices in Greece, Monaco, London, Stamford Connecticut, Singapore and the newbuildings site in South Korea. In addition to our shore-based employees and contractors, we had approximately 1,654 seafaring staff serving on our owned and managed ships. These seafarers are retained through crewing agencies based in Ukraine, the Philippines and Spain or, in the case of Greek seafarers, through direct hire. As we take delivery of our newbuildings, we expect to recruit a significant number of additional seafarers qualified to staff and operate our new ships, as well as a small number of additional shore-based personnel. We intend to focus our seafarer hiring efforts in the Ukraine, the Philippines and Spain, where we have crewing agency agreements in place, and in Greece.

LNG marine transportation is a specialized area requiring technically skilled officers and personnel with specialized training. Attracting and retaining motivated, well-qualified seagoing and shore-based personnel is a top priority, and we offer our people competitive compensation packages and training and development opportunities. In addition, we provide intensive onboard training for our officers and crews to instill a culture focused on the highest operational and safety standards. As a result, we have historically enjoyed high retention rates. In 2019, our retention rate was 97% for senior seagoing officers, 93% for other seagoing officers and 94% for shore staff.

Although we have historically experienced high employee retention rates, the demand for technically skilled officers and crews to serve on LNG carriers and FSRU vessels, and for shore-based employees with experience of operating and managing LNG vessels, has been increasing as the global fleet of LNG vessels continues to grow. This increased demand has and may continue to put inflationary cost pressure on ensuring qualified and well-trained crew are available to GasLog. However, we expect that the impact of cost increases would be mitigated to some extent by certain provisions in some of our time charters, including automatic periodic adjustment and cost review provisions.

Classification, Inspection and Maintenance

Every large, commercial seagoing ship must be "classed" by a classification society. The classification society certifies that the ship is "in class", signifying that the ship has been built and maintained in accordance with the rules of the classification society and complies with applicable rules and regulations of the ship's country of registry and the international conventions of which that country is a member. In addition, where surveys are required by international conventions and corresponding laws and ordinances of a flag state, the classification society will undertake them on application or by official order, acting on behalf of the authorities concerned. The classification society also undertakes on request other surveys and checks that are required by regulations and requirements of the flag state. These surveys are subject to agreements made in each individual case and/or to the regulations of the country concerned.

To ensure each ship is maintained in accordance with classification society standards and for maintenance of the class certificate, regular and extraordinary surveys of hull and machinery, including the electrical plant, and any special equipment classes are required to be performed periodically. Surveys are based on a five-year cycle that consists of annual surveys, intermediate surveys that are typically completed between the second and third years of every five-year cycle, and comprehensive special surveys (also known as class renewal surveys) that are completed at each fifth anniversary of the ship's delivery.

All areas subject to surveys as defined by the classification society, are required to be surveyed at least once per five-year class cycle, unless shorter intervals between surveys are mandated. All ships are also required to be dry-docked at least once during every five-year class cycle for inspection of their underwater parts and for repairs related to inspections. If any defects are found, the classification

surveyor will issue a "recommendation" which must be rectified by the ship owner within prescribed time limits. We intend to dry-dock our ships at five-year intervals that coincide with the completion of the ship's special survey.

Most insurance underwriters make it a condition for insurance coverage that a ship be certified as "in class" by a classification society that is a member of the International Association of Classification Societies. All but two of our delivered ships are certified by the American Bureau of Shipping, or "ABS"; the other delivered ships are certified by the Det Norske Veritas. Each ship has been awarded International Safety Management ("ISM") certification and is currently "in class". Under our shipbuilding contracts, all of our contracted newbuildings must be certified prior to delivery to us.

The following table lists the years in which we expect to carry out the next or initial dry-dockings and special surveys for our owned fleet and the bareboat vessel as of March 2, 2020:

<u>Ship Name</u>	<u>Dry-docking and Special Survey</u>
<i>GasLog Savannah</i>	2020
<i>Methane Alison Victoria</i>	2020
<i>Methane Shirley Elisabeth</i>	2020
<i>Methane Heather Sally</i>	2020
<i>Methane Julia Louise</i>	2020
<i>GasLog Chelsea</i>	2020
<i>GasLog Singapore</i>	2020
<i>Methane Becki Anne</i>	2020
<i>GasLog Salem.</i>	2020
<i>Methane Rita Andrea</i>	2021
<i>GasLog Greece</i>	2021
<i>GasLog Glasgow</i>	2021
<i>GasLog Geneva</i>	2021
<i>GasLog Gibraltar</i>	2021
<i>GasLog Shanghai</i>	2023
<i>GasLog Houston</i>	2023
<i>GasLog Hong Kong</i>	2023
<i>GasLog Genoa</i>	2023
<i>GasLog Skagen</i>	2023
<i>GasLog Seattle</i>	2023
<i>GasLog Santiago</i>	2023
<i>GasLog Sydney</i>	2023
<i>GasLog Gladstone</i>	2024
<i>GasLog Warsaw</i>	2024
<i>Solaris</i>	2024
<i>Methane Lydon Volney.</i>	2024
<i>GasLog Saratoga</i>	2024
<i>Methane Jane Elizabeth</i>	2024
<i>Hull No. 2213</i>	2025
<i>Hull No. 2262</i>	2025
<i>Hull No. 2274</i>	2025
<i>Hull No. 2300</i>	2025
<i>Hull No. 2301</i>	2025
<i>Hull No. 2311</i>	2026
<i>Hull No. 2312</i>	2026

Risk of Loss, Insurance and Risk Management

The operation of any ship has inherent risks. These risks include mechanical failure, personal injury, collision, property loss or damage, ship or cargo loss or damage and business interruption due to a number of reasons, including mechanical failure, a cyber event, political circumstances in foreign countries, hostilities and labor strikes. In addition, there is always an inherent possibility of marine disaster, including explosion, spills and other environmental mishaps, and the liabilities arising from owning and operating ships in international trade.

We maintain hull and machinery insurance on all our owned and bareboat ships against marine and war risks in amounts that we believe to be prudent to cover such risks, as well as loss of hire insurance against loss of income as a result of a ship being off-hire or otherwise suffering a loss of operational time for events falling under our hull and machinery insurance. In addition, we maintain protection and indemnity insurance on all our owned and bareboat ships up to the maximum insurable limit available at any given time. We also maintain ship manager insurance in respect of our managed vessel and cyber insurance coverage for all our owned and bareboat ships. While we believe that our insurance coverage will be adequate, not all risks can be insured, and there can be no guarantee that we will always be able to obtain adequate insurance coverage at reasonable rates or at all, or that any specific claim we may make under our insurance coverage will be paid.

Hull & Machinery Marine Risks Insurance and Hull & Machinery War Risks Insurance

We maintain hull and machinery marine risks insurance and hull and machinery war risks insurance on our owned and bareboat ships, which cover loss of or damage to a ship due to marine perils such as collisions, fire or lightning, and loss of or damage to a ship due to war perils such as acts of war, terrorism or piracy. Each of our ships is insured under these policies for a total amount that exceeds what we believe to be its fair market value. We also maintain hull disbursements and increased value insurance policies covering each of our owned ships, which provide additional coverage in the event of the total or constructive loss of a ship. Our marine risks insurance policies contain deductible amounts for which we will be responsible, but there are no deductible amounts under our war risks policies or our total loss policies.

Loss of Hire Insurance/Delay Insurance

We maintain loss of hire insurance to protect us against loss of income as a result of a ship being off-hire or otherwise suffering a loss of operational time for events falling under the terms of our hull and machinery insurance or hull and machinery/war risks insurance. Under our loss of hire policy, our insurer will pay us the hire rate agreed in respect of each ship for each day, in excess of a certain number of deductible days, for the time that the ship is out of service as a result of damage, up to a maximum of 180 days. The number of deductible days for the ships in our fleet is 14 days per ship. In addition to the loss of hire insurance, we also have in place delay insurance which, like loss of hire, covers all of our owned and bareboat vessels for time lost due to events falling under the terms of our hull and machinery insurance, plus additional protection and indemnity related incidents. The policy has a deductible of two days with a maximum of 12 days (which brings it in line with the loss of hire deductible of 14 days) and a daily rate per vessel of \$40,000 for our wholly owned and bareboat vessels or the hire rate agreed as per the loss of hire insurance policy for the Partnership's vessels.

Additionally, we buy piracy, loss of hire and kidnap and ransom insurance when our ships are ordered to sail through the Indian Ocean to insure against potential losses relating to the hijacking of a ship and its crew by pirates.

Protection and Indemnity Insurance

Protection and indemnity insurance is typically provided by a protection and indemnity association, or "P&I association", and covers third-party liability, crew liability and other related expenses resulting from injury to or death of crew, passengers and other third parties, loss of or damage to cargo, third-party claims arising from collisions with other ships (to the extent not recovered by the hull and machinery policies), damage to other third-party property, pollution arising from oil or other substances and salvage, towing and other related costs, including wreck removal.

Our protection and indemnity insurance covering our owned and bareboat ships is provided by P&I associations that are members of the International Group of Protection and Indemnity Clubs, or "International Group". The 13 P&I associations that comprise the International Group insure approximately 90% of the world's commercial tonnage and have entered into a pooling agreement to reinsure each association's liabilities. Insurance provided by a P&I association is a form of mutual indemnity insurance.

Our protection and indemnity insurance is currently subject to limits of \$3.0 billion per ship per event in respect of liability to passengers and seamen, \$2.0 billion per ship per event in respect of liability to passengers and \$1.0 billion per ship per event in respect of liability for oil pollution.

As a member of a P&I association, we will be subject to calls, payable to the P&I association based on the International Group's claim records as well as the claim records of all other members of the P&I association of which we are a member.

Cyber Insurance

We have insurance coverage for cyber related risks. The policy covers physical damage to any of our vessels up to \$50.0 million per vessel with a fleet aggregate limit of \$150 million for each of the GasLog and GasLog Partners fleets.

Safety Performance

We provide intensive onboard training for our officers and crews to instill a culture of the highest operational and safety standards. During 2019, GasLog's fleet experienced nil recordable injuries and eleven first aid cases.

Permits and Authorizations

We are required by various governmental and quasi-governmental agencies to obtain certain permits, licenses, financial assurances and certificates with respect to our ships. The kinds of permits, licenses, financial assurances and certificates required will depend upon several factors, including the waters in which the ship operates, the nationality of the ship's crew and the age of the ship. We have obtained all permits, licenses, financial assurances and certificates currently required to operate our ships. Additional laws and regulations, environmental or otherwise, may be adopted which could limit our ability to do business or increase our cost of doing business.

Environmental and Other Regulation

The carriage, handling, storage and regasification of LNG are subject to extensive laws and regulations relating to the protection of the environment, health and safety and other matters. These laws and regulations include international conventions and national, state and local laws and regulations in the countries where our ships now or in the future will operate, or where our ships are registered. Compliance with these laws and regulations may entail significant expenses and may impact the resale value or useful lives of our ships. Our ships may be subject to both scheduled and unscheduled inspections by a variety of governmental, quasi-governmental and private organizations, including the

local port authorities, national authorities, harbor masters or equivalent, classification societies, flag state administrations (countries of registry) and charterers. Failure to maintain permits, licenses, certificates or other authorizations required by some of these entities could require us to incur substantial costs or result in the temporary suspension of the operation of one or more of our ships or lead to the invalidation of our insurance coverage reduction.

We believe that our ships operate in material compliance with applicable environmental laws and regulations and that our ships in operation have all material permits, licenses, certificates or other authorizations necessary for the conduct of our operations. In fact, each of our ships have an ENVIRO, an ENVIRO+ or a CLEAN notation from our classification societies, which denote compliance with their published guidelines concerning stringent criteria for environmental protection related to design characteristics, management and support systems, sea discharges and air emissions. Because environmental laws and regulations are frequently changed and may impose increasingly strict requirements, however, it is difficult to accurately predict the ultimate cost of complying with these requirements or the impact of these requirements on the resale value or useful lives of our ships. Moreover, additional legislation or regulation applicable to the operation of our ships that may be implemented in the future could negatively affect our profitability.

International Maritime Regulations

The IMO, the United Nations agency for maritime safety and the prevention of pollution by ships, has adopted several international conventions that regulate the international shipping industry, including the International Convention for the Safety of Life at Sea ("SOLAS"), the International Convention on Civil Liability for Oil Pollution Damage, the International Convention on Civil Liability for Bunker Oil Pollution Damage, the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers ("STCW") and the International Convention for the Prevention of Pollution From Ships ("MARPOL"). Ships that transport gas, including LNG carriers, are also subject to regulations under amendments to SOLAS, including the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention, or the "ISM Code". The ISM Code requires, among other things, that the party with operational control of a ship develop an extensive safety management system, including the adoption of a policy for safety and environmental protection setting forth instructions and procedures for operating its ships safely and also describing procedures for responding to emergencies. We rely on GasLog LNG Services for the development and maintenance of a safety management system for our ships that meets these requirements. The GasLog fleet is also subject to the International Code for Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (the "IGC Code"), which prescribes design and construction standards for ships involved in the transport of gas. Compliance with the IGC Code must be evidenced by a Certificate of Fitness for the Carriage of Liquefied Gases of Bulk which is issued per vessel. Non-compliance with the IGC Code or other applicable IMO regulations may subject a ship owner or a bareboat charterer to increased liability, may lead to decreases in available insurance coverage for affected ships and may result in the denial of access to, or detention in, some ports.

SOLAS is an international maritime law which sets minimum safety standards in the construction, equipment and operation of merchant ships. The convention requires signatory flag states to ensure that ships flagged by them comply with at least these standards. The current version of SOLAS is the 1974 version, known as SOLAS 1974, which came into force on May 25, 1980. As of January 2019, SOLAS 1974 had 164 contracting states, which flag about 99% of merchant ships around the world in terms of gross tonnage. SOLAS in its successive forms is generally regarded as the most important of all international maritime laws concerning the safety of merchant ships.

STCW, 1978 was adopted on July 7, 1978 and entered into force on April 28, 1984. The main purpose of the Convention is to promote safety of life and property at sea and the protection of the marine environment by establishing in common agreement on international standards of training,

certification and watchkeeping for seafarers. The Manila amendments to the STCW Convention and Code were adopted on June 25, 2010, marking a major revision of the STCW Convention and Code. The 2010 amendments entered into force on January 1, 2012 under the tacit acceptance procedure and were aimed at bringing the Convention and Code up to date with developments since they were initially adopted and to enable them to address issues that were anticipated to emerge in the foreseeable future.

The MARPOL Convention establishes environmental standards relating to oil leakage or spilling, garbage management, sewage, air emissions, handling and disposal of noxious liquids and the handling of harmful substances in packaged form. In September 1997, the IMO adopted Annex VI to MARPOL to address air pollution from ships. Annex VI came into force on May 19, 2005. It sets limits on sulfur oxide and nitrogen oxide emissions from ship exhausts and prohibits deliberate emissions of ozone depleting substances, such as chlorofluorocarbons. Annex VI also includes a global cap on the sulfur content of fuel oil and allows for special areas to be established with more stringent controls on sulfur emissions. Annex VI has been ratified by many, but not all, IMO member states. In October 2008, the Marine Environment Protection Committee, or "MEPC", of the IMO approved amendments to Annex VI regarding particulate matter, nitrogen oxide and sulfur oxide emissions standards. These amendments became effective in July 2010. These requirements establish a series of progressive standards to further limit the sulfur content in fuel oil, (which phased in between 2012 and 2020), as well as new tiers of nitrogen oxide emission standards for new marine diesel engines, depending on their date of installation. As of January 1, 2020, ships must either use low sulfur fuel oil (potentially including undertaking necessary fuel tank modification) to comply with a global sulfur cap of 0.5 percent m/m or be fitted with exhaust gas scrubbers. Additionally, more stringent emission standards could apply in coastal areas designated as Emission Control Areas, or "ECAs". For example, IMO "Tier III" emission standards for nitrous oxide apply in North American and U.S. Caribbean Sea ECAs to all marine diesel engines installed on a ship constructed on or after January 1, 2016. The European Union Directive 2005/EC/33, which became effective on January 1, 2010, parallels Annex VI and requires ships to use reduced sulfur content fuel for their main and auxiliary engines. Our owned ships currently in operation comply with the relevant legislation and have the relevant certificates including certificates evidencing compliance with Annex VI of the MARPOL Convention.

Although the United States is not a party, many countries have ratified the International Convention on Civil Liability for Oil Pollution Damage, 1969, as amended, or the "CLC". Under this convention a ship's registered owner is strictly liable for pollution damage caused in the territorial waters of a contracting state by discharge of persistent oil, subject under certain circumstances to certain defenses and limitations. Ships carrying more than 2,000 gross tons of oil, and trading to states that are parties to this convention, must maintain evidence of insurance in an amount covering the liability of the owner. In jurisdictions where the CLC has not been adopted, various legislative schemes or common law impose liability either on the basis of fault or in a manner similar to the CLC. P&I Clubs in the International Group issue the required Bunker Convention (defined below) "Blue Cards" to provide evidence of insurance meeting the liability requirements. Where applicable, all of our vessels have received "Blue Cards" from their P&I Club and are in possession of a CLC State-issued certificate attesting that the required insurance coverage is in force.

The IMO also has adopted the International Convention on Civil Liability for Bunker Oil Pollution Damage, or the "Bunker Convention", which imposes liability on ship owners for pollution damage in jurisdictional waters of ratifying states caused by discharges of bunker fuel and requires registered owners of ships over 1,000 gross tons to maintain insurance for pollution damage in an amount equal to the limits of liability under the applicable national or international limitation regime. We maintain insurance in respect of our owned ships that satisfies these requirements. Non-compliance with the ISM Code or other IMO regulations may subject a shipowner or bareboat charterer to increased liability, may lead to decreases in available insurance coverage for affected ships and may

result in the denial of access to, or detention in, some ports, including ports in the United States and Europe.

The Maritime Labour Convention (MLC) 2006 was adopted by the International Labour Conference at its 94th (Maritime) Session (2006), establishing minimum working and living conditions for seafarers. The convention entered into force August 20, 2013, whilst amendments were approved by the International Labour Conference at its 103rd Session (2014). The convention establishes a single, coherent instrument embodying all up-to-date standards of existing international maritime labour conventions and recommendations, as well as the fundamental principles to be found in other international labour conventions.

United States

Oil Pollution Act and CERCLA

Our operations are subject to the OPA, which establishes an extensive regulatory and liability regime for environmental protection and cleanup of oil spills, and the Comprehensive Environmental Response, Compensation and Liability Act, or "CERCLA", which imposes liability on owners and operators of ships for cleanup and natural resource damage from the release of hazardous substances (other than oil). Under OPA, ship owners, operators and bareboat charterers are responsible parties who are jointly, severally and strictly liable (unless the spill results solely from the act or omission of a third party, an act of God or an act of war) for all containment and clean-up costs and other damages arising from oil spills from their ships. As of November 12, 2019, OPA currently limits the liability of responsible parties with respect to ships over 3,000 gross tons to the greater of \$2,300 per gross ton or \$19,943,400 per double hull ship and permits individual states to impose their own liability regimes with regard to oil pollution incidents occurring within their boundaries. Some states have enacted legislation providing for unlimited liability for discharge of pollutants within their waters. Liability under CERCLA is limited to the greater of \$300 per gross ton or \$5.0 million for ships carrying a hazardous substance as cargo and the greater of \$300 per gross ton or \$0.5 million for any other ship.

These limits of liability do not apply under certain circumstances, however, such as where the incident is caused by violation of applicable U.S. Federal safety, construction or operating regulations, or by the responsible party's gross negligence or willful misconduct. In addition, a marine incident that results in significant damage to the environment could result in amendments to these limitations or other regulatory changes in the future. We maintain the maximum pollution liability coverage amount of \$1 billion per incident for our owned ships. We also believe that we will be in substantial compliance with OPA, CERCLA and all applicable state regulations in the ports where our ships will call.

OPA also requires owners and operators of ships over 300 gross tons to establish and maintain with the National Pollution Fund Center of the U.S. Coast Guard evidence of financial responsibility sufficient to meet the limit of their potential strict liability under the act. Such financial responsibility can be demonstrated by providing a guarantee from an appropriate guarantor, who can release the required guarantee to the National Pollution Fund Center against payment of the requested premium. We have purchased such a guarantee in order to provide evidence of financial responsibility and have received the mandatory certificates of financial responsibility from the U.S. Coast Guard in respect of all of our delivered ships and we intend to obtain such certificates in the future for each of our vessels, if they are required to have them.

Clean Water Act

The U.S. Clean Water Act of 1972, or "CWA", prohibits the discharge of oil, hazardous substances and ballast water in U.S. navigable waters unless authorized by a duly-issued permit or exemption, and imposes strict liability in the form of penalties for any unauthorized discharges. The CWA also imposes substantial liability for the costs of removal, remediation and damages and complements the remedies

available under OPA and CERCLA. Furthermore, most U.S. states that border a navigable waterway have enacted environmental pollution laws that impose strict liability on a person for removal costs and damages resulting from a discharge of oil or a release of a hazardous substance. These laws may be more stringent than U.S. Federal law.

The United States Environmental Protection Agency, or "EPA", has enacted rules requiring ballast water discharges and other discharges incidental to the normal operation of certain ships within United States waters to be authorized under the Ship General Permit for Discharges Incidental to the Normal Operation of Ships, or the "VGP". To be covered by the VGP, owners of certain ships must submit a Notice of Intent, or "NOI", at least 30 days before the ship operates in United States waters. Compliance with the VGP could require the installation of equipment on our ships to treat ballast water before it is discharged or the implementation of other disposal arrangements, and/or otherwise restrict our ships from entering United States waters. In March 2013, the EPA published a new VGP that includes numeric effluent limits for ballast water expressed as the maximum concentration of living organisms in ballast water. The VGP also imposes a variety of changes for non-ballast water discharges including more stringent Best Management Practices for discharges of oil-to-sea interfaces in an effort to reduce the toxicity of oil leaked into U.S. waters. The 2013 VGP was issued with an effective period of December 19, 2013 to December 18, 2018. The Vessel Incidental Discharge Act, or "VIDA", enacted on December 4, 2018, requires the EPA and Coast Guard to develop new performance standards and enforcement regulations and extends the 2013 VGP provisions until new regulations are final and enforceable. We have submitted NOIs for our fleet and intend to submit NOIs for our ships in the future, where required, and do not believe that the costs associated with obtaining and complying with the VGP will have a material impact on our operations.

Clean Air Act

The U.S. Clean Air Act of 1970, as amended by the Clean Air Act Amendments of 1977 and 1990, or the "CAA", requires the EPA to promulgate standards applicable to emissions of volatile organic compounds and other air contaminants. Our ships may be subject to vapor control and recovery requirements for certain cargoes when loading, unloading, ballasting, cleaning and conducting other operations in regulated port areas and emission standards for so-called "Category 3" marine diesel engines operating in U.S. waters. The marine diesel engine emission standards are currently limited to new engines beginning with the 2004 model year. On April 30, 2010, the EPA adopted final emission standards for Category 3 marine diesel engines equivalent to those adopted in the amendments to Annex VI to MARPOL. However, our TFDE LNG carriers have the ability to burn natural gas as fuel to power the ship, which can significantly reduce relevant emissions compared with steam-powered ships.

The CAA also requires states to adopt State Implementation Plans, or "SIPs", designed to attain national health-based air quality standards in primarily major metropolitan and/or industrial areas. Several SIPs regulate emissions resulting from ship loading and unloading operations by requiring the installation of vapor control equipment. The MEPC has designated as an ECA the area extending 200 miles from the territorial sea baseline adjacent to the Atlantic/Gulf and Pacific coasts and the eight main Hawaiian Islands and the Baltic Sea, North Sea and Caribbean Sea, under the Annex VI amendments. Fuel used by vessels operating in the ECA cannot exceed 0.1% (mass by mass) sulfur. As of January 1, 2016, NOx after-treatment requirements also apply. Our vessels can store and burn low-sulfur fuel oil or alternatively burn natural gas which contains no sulfur. Additionally, burning natural gas will ensure compliance with IMO Tier III NOx emission limitations without the need for after-treatment. Charterers must supply compliant fuel for the vessels before ordering vessels to trade in areas where restrictions apply. As a result, we do not expect such restrictions to have a materially adverse impact on our operations or costs.

Other Environmental Initiatives

U.S. Coast Guard regulations adopted under the U.S. National Invasive Species Act, or "NISA", impose mandatory ballast water management practices for all ships equipped with ballast water tanks entering U.S. waters, which could require the installation of equipment on our ships to treat ballast water before it is discharged or the implementation of other port facility disposal arrangements or procedures, and/or otherwise restrict our ships from entering U.S. waters. In June 2012, the U.S. Coast Guard rule establishing standards for the allowable concentration of living organisms in ballast water discharged in U.S. waters and requiring the phase-in of Coast Guard approved ballast water management systems, or "BWMS", became effective. The rule requires installation of Coast Guard approved BWMS by new vessels constructed on or after December 1, 2013 and existing vessels as of their first dry-docking after January 1, 2016. Several states have adopted legislation and regulations relating to the permitting and management of ballast water discharges.

At the international level, the IMO adopted an International Convention for the Control and Management of Ships' Ballast Water and Sediments in February 2004, or the "BWM Convention". The BWM Convention's implementing regulations call for a phased introduction of mandatory ballast water exchange requirements, to be replaced in time with mandatory concentration limits. The threshold ratification requirements for the convention to enter into force were met in 2016, and the convention became effective on September 8, 2017. All our newly delivered ships from 2016 onwards have compliant equipment installed. We have selected one manufacturer to supply the required equipment to be installed at the first dry-dock of all remaining ships. The programme and required funds have been included in our future planning to ensure the fleet remains compliant at all times.

Our vessels may also become subject to the International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea, 1996 as amended by the Protocol to the HNS Convention, adopted in April 2010, or "HNS Convention", if it is entered into force. The HNS Convention creates a regime of liability and compensation for damage from hazardous and noxious substances, or "HNS", including a two-tier system of compensation composed of compulsory insurance taken out by shipowners and an HNS Fund which comes into play when the insurance is insufficient to satisfy a claim or does not cover the incident. To date, the HNS Convention has not been ratified by a sufficient number of countries to enter into force.

Greenhouse Gas Regulations

The MEPC of IMO adopted two new sets of mandatory requirements to address greenhouse gas emissions from ships at its July 2011 meeting. The Energy Efficiency Design Index requires a minimum energy efficiency level per capacity mile and is applicable to new vessels, and the Ship Energy Efficiency Management Plan is applicable to currently operating vessels. The requirements, which entered into force in January 2013, were fully implemented by GasLog as of December 31, 2012. The IMO is also considering the development of a market-based mechanism for greenhouse gas emissions from ships, but it is difficult to predict the likelihood that such a standard might be adopted or its potential impact on our operations at this time.

The European Union has indicated in the past that it intends to propose an expansion of the existing European Union emissions trading scheme to include emissions of greenhouse gases from marine ships. The EU MRV Regulation (Monitoring, Reporting, Verification), entered into force on July 1, 2015, requires large vessels entering European Union ports to monitor, report and verify their carbon dioxide emissions as of January 1, 2018. In the United States, the EPA has adopted regulations under the CAA to limit greenhouse gas emissions from certain mobile sources, although these requirements do not currently apply to greenhouse gas emissions from ships. In addition, the IMO has established a framework for reducing global greenhouse gas emissions from shipping by at least 40% by

2030 and pursuing efforts towards 70% by 2050, compared to 2008 with the goal of holding the increase in global average temperature to well below 2 degrees Celsius and pursuing efforts to limit the increase to 1.5 degrees Celsius. Although the Paris Agreement does not specifically require controls on shipping or other industries, it is possible that countries or groups of countries will seek to impose such controls in the future. Any passage of climate control legislation or other regulatory initiatives by the IMO, the European Union, the United States or other countries where we operate, or any treaty adopted or amended at the international level that restricts emissions of greenhouse gases, could require us to make significant expenditures that we cannot predict with certainty at this time.

We believe that LNG carriers, which have the inherent ability to burn natural gas to power the ship, and in particular LNG carriers like certain of our vessels that utilize fuel-efficient diesel electric and low pressure two-stroke propulsion, can be considered among the cleanest of large ships in terms of emissions.

Ship Security Regulations

A number of initiatives have been introduced in recent years intended to enhance ship security. On November 25, 2002, the Maritime Transportation Security Act of 2002, or "MTSA", was signed into law. To implement certain portions of the MTSA, the U.S. Coast Guard issued regulations in July 2003 requiring the implementation of certain security requirements aboard ships operating in waters subject to the jurisdiction of the United States. Similarly, in December 2002, amendments to SOLAS created a new chapter of the convention dealing specifically with maritime security. This new chapter came into effect in July 2004 and imposes various detailed security obligations on ships and port authorities, most of which are contained in the newly created International Ship and Port Facilities Security Code, or "ISPS Code". Among the various requirements are:

- on-board installation of automatic information systems to enhance ship-to-ship and ship-to-shore communications;
- on-board installation of ship security alert systems;
- the development of ship security plans; and
- compliance with flag state security certification requirements.

The U.S. Coast Guard regulations, intended to align with international maritime security standards, exempt non-U.S. ships from MTSA ship security measures, provided such ships have on board a valid "International Ship Security Certificate" that attests to the ship's compliance with SOLAS security requirements and the ISPS Code. We have implemented the various security measures required by the IMO, SOLAS and the ISPS Code and have approved ISPS certificates and plans certified by the applicable flag state on board all our ships.

C. Organizational Structure

GasLog is a holding company incorporated in Bermuda. As of March 2, 2020, it has 50 subsidiaries which are incorporated in the British Virgin Islands, Monaco, Bermuda, the Marshall Islands, the United States, Singapore, Cyprus, Greece and England and Wales. Of our subsidiaries, 34 either own vessels in our fleet or are parties to contracts to obtain newbuild vessels. Of our subsidiaries, 33 are wholly owned by us and 17 are 35.6% owned by us. A list of our subsidiaries is set forth in Exhibit 8.1 to this annual report.

D. Property, Plant and Equipment

Other than our ships, we do not own any material property. Our vessels are subject to priority mortgages, which secure our obligations under our various credit facilities. For information on our

vessels, see "Item 4. Information on the Company—B. Business Overview—Our Fleet". For further details regarding our credit facilities, refer to "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".

We occupy office space at 69 Akti Miaouli, Piraeus, GR 18537, Greece, which we lease through our subsidiary, GasLog LNG Services, from an entity controlled by Ceres Shipping; the lease agreement is disclosed and filed with the Greek authorities, and has been entered into at market rates. We also occupy office space at (i) 7 Rue du Gabian, MC 98000, Monaco, which is provided pursuant to a lease agreement between our subsidiary, GasLog Monaco S.A.M., and a third-party property owner; (ii) 81 Kings Road, London SW3 4NX, United Kingdom, which we lease through our subsidiary, GasLog Services UK Ltd.; (iii) ~24-02B Asia Square Tower 2, Singapore, which we lease through our subsidiary, GasLog Asia PTE. Ltd.; and (iv) 2187 Atlantic Street, 5th Floor, Stamford CT, 06902, USA which we lease through our subsidiary, GasLog Services U.S. Inc.

For more information about the contractual arrangements for our office space in Piraeus, see "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions".

ITEM 4.A. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion of our financial condition and results of operations should be read in conjunction with the financial statements and the notes to those statements included elsewhere in this annual report. This discussion includes forward-looking statements that involve risks and uncertainties. As a result of many factors, such as those set forth under "Item 3. Key Information—D. Risk Factors" and elsewhere in this annual report, our actual results may differ materially from those anticipated in these forward-looking statements. Please see the section "Forward-Looking Statements" at the beginning of this annual report.

We are an international owner, operator and manager of LNG carriers. As of March 2, 2020, our wholly owned fleet consists of 19 LNG carriers, including 12 ships in operation and seven LNG carriers on order at Samsung. GasLog is also the general and controlling partner in GasLog Partners, which owns 15 LNG carriers, and GasLog has leased back for a period of up to 20 years one vessel sold to Lepta Shipping in February 2016. We currently manage and operate 28 LNG carriers including 12 of our wholly owned vessels in operation, 14 ships contributed or sold to the Partnership (the *Solaris* is managed by a subsidiary of Shell), the bareboat vessel and one additional LNG carrier in which we have a 25.0% interest. We are also supervising the construction of our newbuildings. We have secured multi-year time charter contracts for eight of our operating ships, 13 of the 15 ships owned by the Partnership, the bareboat vessel and our seven newbuildings on order, while six of our ships, including one of the ships owned by the Partnership, are trading in the spot market. As of December 31, 2019, our contracts are expected to provide total contracted revenue of \$4.0 billion during their initial terms, which expire between 2020 and 2032.

The additional LNG carrier in which we also have a 25.0% interest is the *Methane Nile Eagle*, a 2007-built LNG carrier owned by Egypt LNG and technically managed by us. It is currently operating under a 20-year time charter to a subsidiary of Shell. The information about our owned fleet presented in this report does not include our ownership interest in the *Methane Nile Eagle*.

We generate revenues by chartering our ships to customers on multi-year time charters and short-term charters and by providing technical ship management services, including crewing, training, maintenance, regulatory and classification compliance and HSSE management and reporting through our wholly owned subsidiary GasLog LNG Services. The Group's chief operating decision maker, being

the Chief Executive Officer, reviews the Group's operating results on a consolidated basis as one operating segment.

Industry Overview and Trends

Energy Prices

As referenced in "Item 3. Key Information—Risk Factors", oil prices, as measured by the spot price of Brent crude oil, experienced continued volatility during 2019, trading within a range of approximately \$54 per barrel to \$75 per barrel. During 2019, oil prices were supported by a relatively strong global economy as well as continued production curbs from OPEC. These positive factors were balanced by continued supply growth from non-OPEC producing countries. In early 2020, spot oil prices have been under pressure, as financial markets speculate over the potential negative impact of the COVID-19 virus outbreak on demand for oil and oil products. As of March 2, 2020 Brent crude oil was quoted at approximately \$51.9 per barrel compared to \$66 per barrel at December 31, 2019 and at the same time last year.

In contrast with global oil prices, global natural gas prices were under sustained pressure for most of 2019. Natural gas prices in the import regions of Europe, as measured by the Title Transfer Facility ("TTF"), averaged \$4.3 per million British Thermal Units ("MMBtu") in 2019 while in Asia, the Japan Korea Marker ("JKM") they averaged \$6.1 per MMBtu. Both hit multi-year lows during the year. Meanwhile, gas prices in the United States as measured by the Henry Hub ("HH") benchmark, averaged \$2.6 per MMBtu and also reached multi-year lows during the summer. Global gas prices were impacted by increasing gas production in export markets such as the United States, while a warmer than average 2018/19 winter in the Northern Hemisphere, a warmer than average 2019/20 winter so far and the start-up of new LNG export capacity during 2019 has pressured import prices in Europe and Asia.

In early 2020, international gas prices have continued to fall due to weaker than normal winter demand, high inventory levels in key demand regions and ample supply of LNG. The recent COVID-19 virus outbreak has also introduced uncertainty regarding demand for LNG over the near-term, particularly in China. As of March 2, 2020, natural gas prices were quoted at approximately \$2.6 per MMBtu for TTF compared to \$5.1 per MMBtu at the same time last year and at approximately \$3.3 per MMBtu for JKM compared to \$6.6 per MMBtu at the same time last year. In the U.S., spot Henry Hub natural gas prices have fallen to \$1.8 per MMBtu as of March 2, 2020 compared to \$3.2 at the same time last year.

While the majority of LNG volumes are sold under long-term contracts with prices limited to the price of crude oil, we believe that the difference in delivered gas prices between import markets in Asia and the Atlantic Basin and export costs from the U.S., is a significant driver of spot LNG trade, as the differential incentivizes natural gas marketers and buyers to ship LNG over longer distances. The recent declines in Asian and European gas prices referenced above have resulted in a differential not currently wide enough to incentivize inter-basin trade. However, gas price futures imply that the inter-basin arbitrage opportunity may exist periodically in coming years, potentially leading to longer voyages for LNG cargoes and, all else equal, increasing the demand for spot LNG shipping.

LNG Supply

According to Wood Mackenzie, the global seaborne trade of LNG was 364 million tonnes ("mt") in 2019, an increase of 12% over 2018. During the year, new production started in the United States (Cameron Train 1, Corpus Christi LNG Train 2 and Freeport LNG Train 1) and Australia (Prelude). Supply from existing liquefaction facilities in Australia, Russia, Nigeria and Abu Dhabi also increased while downtime and/or underperformance at existing facilities in Equatorial Guinea, Indonesia and Malaysia partially offset these gains. LNG supply is projected to rise 7% to approximately 391 mt in 2020, according to Wood Mackenzie. This expected growth is driven by the ramp-up of new supply commissioned in 2019 and new capacity scheduled to come on stream in 2020.

During 2019, six new LNG liquefaction projects with a combined capacity of approximately 71 mtpa reached Final Investment Decision ("FID"), a record year for the sanctioning of new LNG projects and underpinning further LNG supply growth during the next decade. Projects which reached FID include Golden Pass (16 mtpa), Calcasieu Pass (10 mtpa) and Sabine Pass Train 6 (4.5 mtpa) in the United States, Mozambique LNG (12.9 mtpa) in Mozambique, Arctic LNG-2 (19.8 mtpa) in Russia and Nigeria LNG Train 7 (8 mtpa including debottlenecking of existing trains) in Nigeria.

Wood Mackenzie anticipates at least another 50 mtpa of new LNG capacity will reach FID during 2020. Should any further projects take FID, incremental LNG shipping capacity is likely to be required to transport the LNG produced by these projects. Nonetheless, there can be no assurance that any of these projects will take FID or, if one or more FIDs are taken, that incremental shipping will be contracted or that GasLog will be successful in securing renewed or new charters at attractive rates and durations to meet such LNG shipping requirements.

LNG Demand

According to Wood Mackenzie, LNG demand increased by 11%, to 351 mt in 2019 from 316 mt in 2018. European demand accounted for most of the growth, increasing by over 31 mt (61%) year-over-year. European demand was driven by a combination of declining domestic production, continued coal-to-gas switching for power generation and inventory restocking. In North Asia, demand from Japan, South Korea and Taiwan declined by approximately 8 mt or 6%, while demand from China increased by 7 mt or 13%.

During 2019, a significant number of long-term LNG off-take contracts were announced, a positive indicator for future LNG demand. According to Wood Mackenzie, 85 mtpa of long-term (defined as greater than 5 years duration) off-take commitments have been agreed since the beginning of 2019, second only to the 95 mtpa signed in 2018.

Wood Mackenzie forecasts global LNG demand growth of over 90 mt between 2019 and 2025, a compound annual growth of approximately 4%. This growth is expected to be broad-based, with Southeast Asia (excluding India) accounting for approximately 46% and China, Latin America and India expected to account for 27%, 11% and 10%, respectively.

LNG Shipping Rates and Chartering Activity

In the LNG shipping spot market, TFDE headline rates, as reported by Clarksons, averaged \$70,000 per day in 2019, a 23% decrease year-on-year. Low gas prices during much of 2019 limited the arbitrage opportunity for transporting LNG between the Atlantic and Pacific basins. However, the market balance tightened in the fourth quarter of 2019, as evidenced by the sharp increase in TFDE headline rates to an annual peak of \$140,000 per day in November, following a marked decrease in spot ship availability. According to Poten, 57 term charters between six months and seven years were reported in 2019, a decrease of 22% over 2018, of which 25 were for TFDE vessels and 12 were for Steam vessels. The term charter market for Steam vessels continues to be significantly less liquid than that for TFDEs.

Headline spot TFDE rates have fallen significantly from the peaks of the fourth quarter of 2019, with Clarksons currently assessing headline spot rates for TFDE and Steam LNG carriers at \$37,500 per day and \$29,000 per day, respectively. Expected continued growth in LNG supply may support LNG vessel demand in the second half of 2020 and into early 2021. However, the very weak current prices and forward curves for natural gas in the key markets of North Asia and Europe could result in shorter average voyage distances and lower shipping requirements. The recent COVID-19 virus outbreak has also introduced uncertainty regarding near term demand for LNG, particularly in China. In addition, spot rates may be prone to further periods of seasonality and volatility similar to those seen in recent years. Accordingly, there is no guarantee that LNG shipping spot rates will stay at or

near current levels or return to the levels experienced in the fourth quarters of 2018 and 2019, which could harm our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders.

Delays to the start-up, or unexpected downtime, of LNG supply projects or significant further orders of new LNG carriers may weaken the supply/demand balance for LNG shipping. Reduced demand for LNG or LNG shipping, or any reduction or limitation in LNG production capacity, or significant increases in LNG shipping capacity, could have a material adverse effect on our ability to secure future time charters at attractive rates and durations for new ships we may order or acquire, or upon expiration or early termination of our current charter arrangements, which could harm our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders, as well as our ability to meet certain of our debt covenants. A sustained decline in charter rates could also adversely affect the market value of our ships, on which certain of the ratios and financial covenants with which we are required to comply are based.

Global LNG Fleet

According to Poten, as of March 2, 2020, the global fleet of dedicated LNG carriers (>100,000 cbm) consisted of 513 vessels with 118 LNG carriers on order, of which 76 vessels (or 63%) have long-term charters. Poten estimates that a total of 41 LNG carriers are due to be delivered in 2020, with 15 of these in the first half of the year.

In 2019, 48 orders for LNG carriers were placed, as estimated by Poten. Newbuild ordering saw a decline relative to 2018. We believe that the growing global demand for natural gas, especially in Asia, increasing supply from the U.S. and other regions, and other LNG market trends, including increased trading of LNG leading to transportation inefficiencies with cargoes spending more time on the water, should support the existing order backlog for vessels and should also drive a need for additional LNG carrier newbuildings. Finally, the scrapping of older and less efficient vessels, the conversion of existing vessels to FSRUs or FSUs and/or employing LNG carriers for short-term storage purposes in order to exploit arbitrage opportunities could reduce the availability of LNG carriers on the water today. However, various factors, including changes in prices of and demand for LNG, can materially affect the competitive dynamics that currently exist and there can be no assurance that this need for additional carriers will materialize or that GasLog will be successful in securing renewed or new charters at attractive rates and durations to meet such LNG shipping requirements.

The statements in this "Industry Overview and Trends" section are forward-looking statements based on management's current expectations and certain material assumptions and, accordingly, involve risks and uncertainties that could cause actual results, performance and outcomes to differ materially from those expressed herein. See "Item 3. Key Information—D. Risk Factors" of this annual report.

A. Operating Results

Factors Affecting Our Results of Operations

We believe the principal factors that will affect our future results of operations include:

- the supply and demand for LNG shipping services and the number of vessels available in the short-term or spot LNG carrier charter market;
- the number of LNG carriers in our owned and managed fleets;
- the timely delivery of our ships under construction;
- our ability to obtain acceptable financing in respect of our capital and refinancing commitments;

- our ability to maintain good working relationships with our existing customers and our ability to increase the number of our customers through the development of new working relationships;
- the performance of our charterers;
- the supply-demand relationship for LNG shipping services, including the impact of greater competition in the LNG shipping market and the impact of the COVID-19 virus on demand for LNG and LNG shipping;
- our ability to employ the ships we own and the bareboat vessel, that currently do not have charters at economically attractive rates;
- the effective and efficient technical and operational management of our ships;
- our ability to maintain the recruitment and retention of appropriately qualified seafarers and shore staff;
- our ability to obtain and maintain regulatory approvals and to satisfy technical, health, safety and compliance standards that meet our customers' requirements; and
- economic, regulatory, political and governmental conditions that affect the LNG market and LNG shipping industries, which include geopolitical factors such as the imposition of trade tariffs and changes in the number of new LNG importing countries and regions, as well as structural LNG market changes impacting LNG supply and demand.

In addition to the general factors discussed above, we believe certain specific factors have impacted, or will impact, our results of operations. These factors include:

- the hire rate earned by our owned ships, including any of our ships that may trade in the short-term or spot market if we are unable to secure new term charters;
- unscheduled off-hire days;
- the fees we receive for technical ship management services;
- the level of our ship operating expenses, including the costs of crewing, insurance and maintenance;
- our level of debt, the related interest expense and the timing of required payments of principal;
- mark-to-market changes in derivative financial instruments and foreign currency fluctuations; and
- the level of our general and administrative expenses, including salaries and costs of consultants.

See "Item 3. Key Information—D. Risk Factors" for a discussion of certain risks inherent in our business.

Principal Components of Revenues and Expenses

Revenues

Our revenues are driven primarily by the number of LNG carriers in our owned fleet, the amount of daily charter hire that they earn under time charters and the number of operating days during which they generate revenues. These factors, in turn, are affected by our decisions relating to ship acquisitions and disposals, the amount of time that our ships spend in dry-dock undergoing repairs, maintenance and upgrade work, the age, condition and technical specifications of our ships as well as the relative levels of supply and demand in the LNG carrier charter market. Under the terms of some of our time charter arrangements, the operating cost component of the daily hire rate is intended to correspond to the costs of operating the ship. Accordingly, we will receive additional revenue under certain of our

time charters through an annual escalation of the operating cost component of the daily hire rate and, in the event of more material increases in a ship's operating costs, we may be entitled to receive additional revenues under those charters. Under some of the other time charter arrangements, most of our operating costs are passed-through to the charterer in the form of an adjustment to the operating cost component of the daily hire rate. We believe these adjustment provisions provide substantial protection against significant operating cost increases. See "Item 4. Information on the Company—B. Business Overview—Ship Time Charters—Hire Rate Provisions" for a more detailed discussion of the hire rate provisions of our charter contracts.

Our LNG carriers are employed through time charter or spot charter contracts. Following the exit from the Cool Pool, management allocates revenues from time charters to two categories: (a) variable rate charters and (b) fixed rate charters. The variable rate charter category contains vessels operating in the LNG carrier spot and short-term market or those which have a variable rate of hire across the charter period. The charter hire revenue is recognized as earned on a straight-line basis over the term of the relevant time charter starting from the vessel's delivery to the charterer. Except for the off-hire period, when a charter agreement exists, the vessel is made available and services are provided to the charterer and collection of the related revenue is reasonably assured. Unearned revenue includes cash received prior to the balance sheet date relating to services to be rendered after the balance sheet date.

The table below provides additional information about our contracted charter revenues based on contracts in effect as of December 31, 2019 for (a) our wholly owned fleet, the 15 ships in the GasLog Partners' fleet, the bareboat vessel for which we have secured time charters and (b) our seven newbuildings on order. Other than the assumptions reflected in the footnotes to the table, including our assumption that our newbuildings are delivered on schedule, the table does not reflect events, including charter party agreements signed or amended, occurring after December 31, 2019. The table reflects only our contracted charter revenues for the ships in our owned fleet and bareboat fleet for which we have secured time charters, and it does not reflect the costs or expenses we will incur in fulfilling our obligations under the charters, nor does it include other revenues we may earn, such as revenues for technical management of customer-owned ships. In particular, the table does not reflect any revenues from any additional ships we may acquire in the future; nor does it reflect the options under our time charters that permit our charterers to extend the time charter terms for successive multi-year periods. The entry into new time charter contracts for the ships that are trading in the spot market and any additional ships we may acquire, or the exercise of options extending the terms of our existing charters, would result in an increase in the number of contracted days and the contracted revenue for our fleet in the future. Although the contracted charter revenues are based on contracted charter hire rate provisions, they reflect certain assumptions, including assumptions relating to future ship operating costs. We consider the assumptions to be reasonable as of the date of this report, but if these assumptions prove to be incorrect, our actual time charter revenues could differ from those reflected in the table. Furthermore, any contract is subject to various risks, including performance by the counterparties or an early termination of the contract pursuant to its terms. If the charterers are unable or unwilling to make charter payments to us, or if we agree to renegotiate charter terms at the request of a charterer or if contracts are prematurely terminated for any reason, we would be exposed to prevailing market conditions at the time and our results of operations and financial condition may be materially adversely affected. Please see "Item 3. Key Information—D. Risk Factors". For these reasons, the contracted charter revenue information presented below is not fact and should not be relied upon as being necessarily indicative of future results and readers are cautioned not to place undue reliance on this information. Neither the Company's independent auditors, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the information presented in the table, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and they assume no responsibility for, and disclaim any association with, the information in the table.

Contracted Charter Revenues and Days from Time Charters as of December 31, 2019

	For the Year Ending December 31,					
	2020	2021	2022	2023	2024 - 2032	Total
	(in millions of U.S. dollars, except days and percentages)					
Contracted time charter revenues ⁽¹⁾	\$ 570.7	\$ 553.6	\$ 541.0	\$ 511.3	\$ 1,775.6	\$ 3,952.2
Total contracted days ⁽¹⁾	8,109	7,581	7,269	6,692	23,762	53,413
Total available days ⁽²⁾	10,720	12,234	12,775	12,535	113,250	161,514
Total unfixed days ⁽³⁾	2,611	4,653	5,506	5,843	89,488	108,101
Percentage of total contracted days/total available days	75.6%	62.0%	56.9%	53.4%	21.0%	33.1%

- (1) Reflects time charter revenues and contracted days for our wholly owned ships, the 15 ships owned by the Partnership, the bareboat vessel and seven newbuildings on order for which we have secured time charters. Does not include charter revenues for the *Methane Nile Eagle*, in which we hold a 25.0% minority interest. Contracted revenue calculations assume: (a) 365 revenue days per annum, with 30 off-hire days when the ship undergoes scheduled dry-docking (every five years); (b) all LNG carriers on order are delivered on schedule; and (c) no exercise of any option to extend the terms of charters. For time charters that give the charterer the option to set the charter hire rate at prevailing market rates during an initial portion of the time charter's term, revenue calculations assume that the charterer does not elect such option. Revenue calculations for such charters include an estimate of the amount of the operating cost component and the management fee component. For time charters that are based on a variable rate of hire within an agreed range during the charter period, the lower end of the range is used for this calculation.
- (2) Available days represent total calendar days after deducting 30 off-hire days when the ship undergoes scheduled dry-docking. The available days for the ships trading in the spot/short-term market are included.
- (3) Represents available days for ships after the expiration of existing charters (assuming charterers do not exercise any option to extend the terms of the charters) and the available days for the vessels trading in the spot/short-term market.

The revenues of GasLog LNG Services, our wholly owned subsidiary, are driven primarily by the number of ships operating under our technical management and the amount of the fees we earn for each of these ships as well as the amount of fees that we may earn for plan approval and construction supervision of newbuilding LNG carriers. In addition to revenues from external customers, GasLog LNG Services receives revenues for technical management, plan approval and construction supervision services provided to our owned fleet, which are eliminated on consolidation.

Revenue from vessel management and vessel construction project supervision contracts is recognized when earned and when it is probable that future economic benefits will flow to the Group and such a benefit can be measured reliably.

Net Pool Allocation

In relation to the vessels participating in the Cool Pool (until July 2019, when GasLog exited the Cool Pool), net pool allocation represents GasLog's share of the net revenues earned from the other pool participants' vessels less the other participants' share of the net revenues earned by GasLog's vessels included in the pool. Each participant's share of the net pool revenues is based on the number of pool points attributable to its vessels and the number of days such vessels participated in the pool.

Voyage Expenses and Commissions

Under our time charter arrangements, charterers bear substantially all voyage expenses, including bunker fuel, port charges and canal tolls, but not commissions, which we have historically paid to unaffiliated ship brokers based on a flat fee per ship. Commissions are recognized as expenses on a pro rata basis over the duration of the period of the time charter.

Vessel operating costs and voyage expenses and commissions are expensed as incurred, with the exception of commissions, which are recognized on a pro-rata basis over the duration of the period of

the time charter. Bunkers consumption represents mainly bunkers consumed during vessels' unemployment and off-hire.

Vessel Operating and Supervision Costs

We are generally responsible for ship operating expenses, which include costs for crewing, insurance, repairs, modifications and maintenance, including dry-docking, lubricants, spare parts and consumable stores and other miscellaneous expenses, as well as the associated cost of providing these items and services. However, as described above, the hire rate provisions of our time charters are intended to reflect the operating costs borne by us. Certain of our charters contain provisions that significantly reduce our exposure to increases in operating costs, including review provisions and cost pass-through provisions. Ship operating expenses are recognized as expenses when incurred.

In addition, we pay fees to GasLog LNG Services in connection with our own newbuildings on order for plan approval and construction supervision services provided by GasLog LNG Services and to cover third-party expenses incurred by GasLog LNG Services in respect of the newbuildings. These fees, other than any intercompany profit, are capitalized as part of the asset value of our ships. The fees paid for technical ship management services, which are considered vessel operating and supervision costs of our owned fleet (and corresponding revenues of GasLog LNG Services), are eliminated on consolidation.

Vessel operating and supervision costs of GasLog LNG Services include staff costs, such as salaries, social security and training for the technical management team and project specialists, and project-related expenses.

Depreciation

The majority of our consolidated depreciation expenses relate to the cost of our ships. We depreciate the cost of our ships on the basis of two components: a vessel component and a dry-docking component. The vessel component is depreciated on a straight-line basis over the expected useful life of each ship, based on the cost of the ship less its estimated residual value. We estimate the useful lives of our ships to be 35 years from the date of delivery from the shipyard. Secondhand vessels are depreciated from the date of their acquisition through their remaining estimated useful life. Management estimates residual value of its vessels to be equal to the product of its lightweight tonnage ("LWT"), and an estimated scrap rate per LWT, which represents our estimate of the market value of the ship at the end of its useful life. We review scrap rates on an annual basis.

We must periodically dry-dock each of our ships for inspection, repairs and maintenance and any modifications to comply with industry certification or governmental requirements. All our ships are required to be dry-docked for these inspections at least once every five years. At the time of delivery of a ship, we estimate the dry-docking component of the cost of the ship, which represents the estimated cost of the ship's first dry-docking based on our historical experience with similar types of ships. The dry-docking component of the ship's cost is depreciated over five years, in case of new ships, and until the next dry-docking for secondhand ships, which is performed within five years from the vessel's last dry-docking unless we determine to dry-dock the ships at an earlier date. In the event a ship is dry-docked at an earlier date, the unamortized dry-docking component is written off immediately.

General and Administrative Expenses

General and administrative expenses consist principally of personnel costs for administrative and support staff, board of directors fees, expense recognized in connection with share-based compensation, rent, utilities, travel expenses, legal expenses, information and computing equipment and services, other professional services and consultants, training for crew familiarization and other advisor costs.

Impairment Loss on Vessels

All vessels are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Whenever the carrying amount of a vessel exceeds its recoverable amount, an impairment loss is recognized in the consolidated statement of profit or loss. The recoverable amount is the higher of a vessel's fair value less cost of disposal and "value in use". The fair value less cost of disposal is the amount obtainable from the sale of a vessel in an arm's length transaction less the costs of disposal, while "value in use" is the present value of estimated future cash flows expected to arise from the continuing use of a vessel and from its disposal at the end of its useful life. Recoverable amounts are estimated for individual vessels. Each vessel is considered to be a single cash-generating unit. The fair value less cost of disposal of the vessels is estimated from market-based evidence by appraisal that is normally undertaken by professionally qualified brokers.

Financial Costs

We incur interest expense on the outstanding indebtedness under our existing credit facilities, bonds and our swap arrangements that qualify for treatment as cash flow hedges for financial reporting purposes, which we include in our financial costs. Financial costs also include amortization of other loan issuance costs incurred in connection with establishing our credit facilities. We will incur additional interest expense and other borrowing costs in the future on our outstanding borrowings and under the undrawn or future borrowings and commitments. For a description of our credit facilities, including our loan agreements, see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".

Interest expense and the amortization of loan issuance costs that relate directly to a specific loan to finance an LNG carrier under construction and are incurred during the construction period are capitalized as part of the cost of the ship. Otherwise, interest expense and amortization of loan issuance costs are expensed as incurred.

Financial Income

Financial income consists of interest income, which will depend on the level of our cash deposits, investments and prevailing interest rates. Interest income is recognized on an accrual basis.

(Loss)/Gain on Derivatives

(Loss)/gain on derivatives consist of the ineffective portion of changes in the fair value of the derivatives that meet hedge accounting criteria, net interest on derivative financial instruments held for trading, the movement in the fair value of the derivative financial instruments that have not been designated as hedges and the amortization of the cumulative unrealized loss for the derivative contracts in respect of which hedge accounting was discontinued.

Share of Profit of Associates

The share of profit of associates consists of our share of profits from (a) our 25.0% ownership interest in Egypt LNG, a Bermuda exempted company whose principal asset is the LNG carrier *Methane Nile Eagle* and (b) our 20.0% ownership in Gastrade, a Greek private limited company licensed to develop an independent natural gas system offshore Alexandroupolis in Northern Greece utilizing a FSRU along with other infrastructure.

Results of Operations

Year Ended December 31, 2018 Compared to Year Ended December 31, 2019

	Year ended December 31,		
	2018	2019	Change
Amounts are in thousands of U.S. Dollars			
Revenues	\$ 618,344	\$ 668,637	\$ 50,293
Net pool allocation	17,818	(4,264)	(22,082)
Voyage expenses and commissions	(20,374)	(23,772)	(3,398)
Vessel operating and supervision costs	(128,084)	(139,662)	(11,578)
Depreciation	(153,193)	(168,041)	(14,848)
General and administrative expenses	(41,993)	(47,385)	(5,392)
Impairment loss on vessels	—	(162,149)	(162,149)
Profit from operations	292,518	123,364	(169,154)
Financial costs	(166,627)	(190,481)	(23,854)
Financial income	4,784	5,318	534
Loss on derivatives	(6,077)	(55,441)	(49,364)
Share of profit of associates	1,800	1,627	(173)
Total other expenses, net	(166,120)	(238,977)	(72,857)
Profit/(loss) for the year	126,398	(115,613)	(242,011)
Non-controlling interests	78,715	(14,952)	(93,667)
Profit/(loss) attributable to owners of the Group	\$ 47,683	\$ (100,661)	\$ (148,344)

During the year ended December 31, 2019, we had an average of 27.2 ships operating in our owned and bareboat fleet (including ships owned by the Partnership), having 9,518 revenue operating days and an average of 27.2 ships operating under our technical management (including 27.0 of our owned and bareboat ships). During the year ended December 31, 2018, we had an average of 26.0 ships operating in our owned and bareboat fleet (including ships owned by the Partnership), having 9,030 revenue operating days and an average of 25.5 ships operating under our technical management (including 25.0 of our owned and bareboat ships).

Revenues: Revenues increased by 8.1%, or \$50.3 million, from \$618.3 million during the year ended December 31, 2018 to \$668.6 million during the year ended December 31, 2019. The increase in revenues is mainly attributable to an increase of \$63.4 million deriving from the full operation of the *GasLog Houston*, the *GasLog Hong Kong* and the *GasLog Gladstone* which were delivered on January 8, 2018, March 20, 2018 and March 29, 2018, respectively and the deliveries of the *GasLog Gladstone* on March 15, 2019 and the *GasLog Warsaw* on July 31, 2019. These deliveries resulted in an increase in revenue operating days. In addition, there was an increase of \$11.0 million from our vessels trading in the spot and short-term market including the impact of the unscheduled dry-dockings of the *GasLog Savannah*, the *GasLog Singapore* and the *GasLog Chelsea* and an increase of \$2.7 million from the remaining fleet. The above increases were partially offset by a decrease of \$26.1 million from the expiration of the initial time charters of the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney*, the *GasLog Skagen*, the *GasLog Saratoga* and the *Methane Jane Elizabeth* and a decrease of \$0.7 million due to increased off-hire days from the remaining vessels. The average daily hire rate increased from \$68,392 for the year ended December 31, 2018 to \$70,167 for the year ended December 31, 2019.

Net Pool Allocation: Net pool allocation decreased by \$22.1 million, from a positive \$17.8 million during the year ended December 31, 2018 to a negative \$4.3 million during the year ended December 31, 2019. The decrease in net pool allocation was attributable to the movement in the

adjustment of the net pool results generated by the GasLog vessels in accordance with the pool distribution formula for the total fleet of the pool, as well as GasLog's vessels exiting the Cool Pool in June and July 2019. GasLog recognized gross revenues and gross voyage expenses and commissions of \$45.3 million and \$8.1 million, respectively, from the operation of its vessels in the Cool Pool during the year ended December 31, 2019 (December 31, 2018: \$102.3 million and \$10.2 million, respectively). GasLog's total net pool performance is presented below:

Amounts in thousands of U.S. Dollars	For the year ended	
	2018	2019
Pool gross revenues (included in Revenues)	102,253	45,253
Pool gross voyage expenses and commissions (included in Voyage expenses and commissions)	(10,154)	(8,086)
GasLog's adjustment for net pool allocation (included in Net pool allocation)	17,818	(4,264)
GasLog's total net pool performance	109,917	32,903

Voyage Expenses and Commissions: Voyage expenses and commissions increased by 16.7%, or \$3.4 million, from \$20.4 million during the year ended December 31, 2018 to \$23.8 million during the year ended December 31, 2019. The increase in voyage expenses and commissions is mainly attributable to an increase of \$3.4 million in bunkers and voyage expenses consumed during certain unchartered and off-hire periods for the vessels trading in the spot market.

Vessel Operating and Supervision Costs: Vessel operating and supervision costs increased by 9.1%, or \$11.6 million, from \$128.1 million during the year ended December 31, 2018 to \$139.7 million during the year ended December 31, 2019. The increase in vessel operating and supervision costs is primarily attributable to the increase in ownership days due to the deliveries of the *GasLog Gladstone* and the *GasLog Warsaw* on March 15, 2019 and July 31, 2019, respectively and the full operation of the *GasLog Houston*, the *GasLog Hong Kong* and the *GasLog Genoa* which were delivered on January 8, 2018, March 20, 2018 and March 29, 2018, respectively, the increase in scheduled technical and maintenance costs related to engine maintenance and costs related to dry-dockings, including expenses associated with the preparation for compliance with the IMO 2020 regulations and the increase in insurance costs. The above increases were partially offset by the favorable movement of the EUR/USD exchange rate. Daily operating costs per vessel increased from \$14,306 per ownership day (as defined below) for the year ended December 31, 2018 to \$14,595 per ownership day (as defined below) for the year ended December 31, 2019. Ownership days represent total calendar days for our owned and bareboat fleet.

Depreciation: Depreciation increased by 9.7%, or \$14.8 million, from \$153.2 million during the year ended December 31, 2018 to \$168.0 million during the year ended December 31, 2019. The increase in depreciation resulted mainly from the delivery of the *GasLog Gladstone* on March 15, 2019 and the *GasLog Warsaw* on July 31, 2019, the full operation in the year ending December 31, 2019 of the *GasLog Houston*, the *GasLog Hong Kong* and the *GasLog Genoa* following their delivery on January 8, 2018, March 20, 2018 and March 29, 2018, respectively, and the increase from the depreciation of the right-of-use assets deriving from the implementation of IFRS 16 *Leases*.

General and Administrative Expenses: General and administrative expenses increased by 12.9%, or \$5.4 million, from \$42.0 million during the year ended December 31, 2018 to \$47.4 million during the year ended December 31, 2019. The increase in general and administrative expenses is mainly attributable to restructuring costs of \$4.7 million that occurred in the fourth quarter of 2019. Daily general and administrative expenses per vessel excluding the effect of the restructuring costs decreased

from \$4,507 per ownership day (as defined above) for the year ended December 31, 2018 to \$4,297 per ownership day (as defined above) for the year ended December 31, 2019.

Impairment Loss on Vessels: Impairment loss on vessels was nil for the year ended December 31, 2018 and \$162.1 million for the year ended December 31, 2019. The impairment loss was recognized with respect to the Partnership's Steam vessels (the *Methane Rita Andrea*, the *Methane Jane Elizabeth*, the *Methane Alison Victoria*, the *Methane Shirley Elisabeth* and the *Methane Heather Sally*) and the Steam vessel owned by GasLog (the *Methane Lydon Volney*), as a result of the impairment assessment performed by the Group for the entire fleet after concluding that events and circumstances triggered the existence of potential impairment of its vessels as of December 31, 2019.

Financial Costs: Financial costs increased by 14.3%, or \$23.9 million, from \$166.6 million during the year ended December 31, 2018 to \$190.5 million during the year ended December 31, 2019. The increase in financial costs is attributable to an increase of \$15.8 million in interest expense on loans, bonds and cash flow hedges, an increase of \$4.4 million in other financial costs mainly due to the unrealized foreign exchange losses on cash and bond, an increase of \$2.1 million in loss arising on bond repurchases at premium and an increase of \$1.6 million deriving mainly from the write-off of fees relating to the old Partnership facility. During the year ended December 31, 2019, we had an average of \$3,072.0 of outstanding indebtedness, with a weighted average interest rate of 5.1%, while during the year ended December 31, 2018, we had an average of \$2,886.3 million of outstanding indebtedness, with a weighted average interest rate of 4.8%. These weighted average interest rates include interest expense on loans and cash flow hedges and interest expense on bonds and CCSs.

Loss on Derivatives: Loss on derivatives increased by \$49.3 million, from a loss of \$6.1 million for the year ended December 31, 2018 to a loss of \$55.4 million for the year ended December 31, 2019. The increase is mainly attributable to an increase of \$46.1 million in the loss from mark-to-market valuation of our derivative financial instruments carried at fair value through profit or loss, which reflected a loss of \$7.9 million for the year ended December 31, 2018, as compared to a loss of \$54.0 million for the year ended December 31, 2019, a decrease of \$3.9 million in realized gain on forward foreign exchange contracts held for trading and an increase of \$0.7 million in recycled loss of cash flow hedges reclassified to profit or loss, partially offset by an increase of \$1.3 million in realized gain from interest rate swaps held for trading and a decrease of \$0.1 million in the ineffective portion of cash flow hedges.

Profit/(Loss) for the Year: Profit for the year decreased by \$242.0 million, from a profit of \$126.4 million for the year ended December 31, 2018 to a loss of \$115.6 million for the year ended December 31, 2019 as a result of the aforementioned factors.

Profit/(Loss) Attributable to Owners of the Group: Profit Attributable to Owners of the Group decreased by \$148.4 million, from a profit of \$47.7 million for the year ended December 31, 2018 to a loss of \$100.7 million for the year ended December 31, 2019. The decrease in profit to loss attributable to the owners of GasLog resulted mainly from the respective movements in profit mentioned above.

Year Ended December 31, 2017 Compared to Year Ended December 31, 2018

	Year ended December 31,		
	2017	2018	Change
Amounts are in thousands of U.S. Dollars			
Revenues	\$ 525,229	\$ 618,344	\$ 93,115
Net pool allocation	7,254	17,818	10,564
Voyage expenses and commissions	(15,404)	(20,374)	(4,970)
Vessel operating and supervision costs	(122,486)	(128,084)	(5,598)
Depreciation	(137,187)	(153,193)	(16,006)
General and administrative expenses	(39,850)	(41,993)	(2,143)
Profit from operations	217,556	292,518	74,962
Financial costs	(139,181)	(166,627)	(27,446)
Financial income	2,650	4,784	2,134
Gain/(loss) on derivatives	2,025	(6,077)	(8,102)
Share of profit of associates	1,159	1,800	641
Total other expenses, net	(133,347)	(166,120)	(32,773)
Profit for the year	84,209	126,398	42,189
Non-controlling interests	68,703	78,715	10,012
Profit attributable to owners of the Group	\$ 15,506	\$ 47,683	\$ 32,177

During the year ended December 31, 2018, we had an average of 26.0 ships operating in our owned and bareboat fleet (including ships owned by the Partnership), having 9,030 operating days and an average of 25.5 ships operating under our technical management (including 25.0 of our owned and bareboat ships). During the year ended December 31, 2017, we had an average of 23.0 ships operating in our owned and bareboat fleet having 8,317 operating days and an average of 23.4 ships operating under our technical management (including 22.0 of our owned ships).

Revenues: Revenues increased by 17.7%, or \$93.1 million, from \$525.2 million during the year ended December 31, 2017 to \$618.3 million during the year ended December 31, 2018. The increase in revenues is mainly attributable to an increase of \$64.2 million in revenues from our vessels operating in the spot market due to the significant increase in LNG shipping spot rates during the year. There was also an increase in revenues of \$63.7 million due to the deliveries of the *GasLog Houston*, the *GasLog Hong Kong* and the *GasLog Genoa* (which were delivered on January 8, 2018, March 20, 2018 and March 29, 2018, respectively). These deliveries resulted in an increase in operating days. These increases were partially offset by a decrease of \$25.4 million due to the expiration of the initial time charters of the *GasLog Shanghai*, the *GasLog Santiago* and the *GasLog Sydney*. Following the expiration of their initial charters, the *GasLog Shanghai* has been trading in the spot market through the Cool Pool, the *GasLog Santiago* began a new, multi-year charter with Trafigura and the *GasLog Sydney* began a new 18-month charter with Cheniere. There was also a decrease of \$8.4 million due to increased off-hire days for four scheduled dry-dockings in the year ended December 31, 2018 compared to only one scheduled dry-docking in the same period of 2017 and a decrease of \$0.7 million due to increased off-hire days from the remaining vessels. The average daily hire rate increased from \$63,006 for the year ended December 31, 2017 to \$68,392 for the year ended December 31, 2018. Furthermore, there was a decrease of \$0.3 million in revenues from technical management services mainly due to the decrease in the average number of the managed vessels owned by third parties.

Net Pool Allocation: Net pool allocation increased by \$10.5 million, from \$7.3 million during the year ended December 31, 2017 to \$17.8 million during the year ended December 31, 2018. The

increase in net pool allocation was attributable to the movement in the adjustment of the net pool results earned by the GasLog vessels in accordance with the pool distribution formula. GasLog recognized gross revenues and gross voyage expenses and commissions of \$102.3 million and \$10.2 million, respectively, from the operation of its vessels in the Cool Pool during the year ended December 31, 2018 (December 31, 2017: \$38.0 million and \$9.1 million, respectively). The increase in GasLog's total net pool performance was driven by higher spot rates and higher utilization achieved by all vessels trading in the Cool Pool. GasLog's total net pool performance is presented below:

	For the year ended	
	2017	2018
Amounts in thousands of U.S. Dollars		
Pool gross revenues (included in Revenues)	38,046	102,253
Pool gross voyage expenses and commissions (included in Voyage expenses and commissions)	(9,122)	(10,154)
GasLog's adjustment for net pool allocation (included in Net pool allocation)	7,254	17,818
GasLog's total net pool performance	36,178	109,917

Voyage Expenses and Commissions: Voyage expenses and commissions increased by 32.5%, or \$5.0 million, from \$15.4 million during the year ended December 31, 2017 to \$20.4 million during the year ended December 31, 2018. The increase in voyage expenses and commissions is mainly attributable to an increase of \$3.6 million in bunkers consumed and voyage expenses during certain unchartered and off-hire periods, an increase of \$0.3 million in voyage expenses of the vessels operating in the spot market and an increase of \$1.1 million in brokers' commissions.

Vessel Operating and Supervision Costs: Vessel operating and supervision costs increased by 4.6%, or \$5.6 million, from \$122.5 million during the year ended December 31, 2017 to \$128.1 million during the year ended December 31, 2018. The increase in vessel operating and supervision costs is primarily attributable to the increase in ownership days due to the deliveries of the *GasLog Houston*, the *GasLog Hong Kong* and the *GasLog Genoa* (which were delivered on January 8, 2018, March 20, 2018 and March 29, 2018, respectively), which caused an increase in crew costs, partially offset by a decrease in taxes. The average daily operating cost per vessel decreased from \$15,254 per day in 2017 to \$14,306 per day in 2018.

Depreciation: Depreciation increased by 11.7%, or \$16.0 million, from \$137.2 million during the year ended December 31, 2017 to \$153.2 million during the year ended December 31, 2018. The increase in depreciation resulted mainly from the increase in the average number of vessels in our fleet in the year ended December 31, 2018 compared to 2017.

General and Administrative Expenses: General and administrative expenses increased by 5.3%, or \$2.1 million, from \$39.9 million during the year ended December 31, 2017 to \$42.0 million during the year ended December 31, 2018. The increase in general and administrative expenses is mainly attributable to an increase of \$2.2 million in employee costs mainly due to the unfavorable movement of the United States Dollar ("USD") against the Euro ("EUR") and the British Pound (we have entered into forward foreign exchange contracts to hedge economically part of this exposure and the associated realized gains are recorded in Gain/(loss) on derivatives, which is discussed below). Daily general and administrative expenses per vessel decreased from \$4,747 per ownership day (as defined above) for the year ended December 31, 2017 to \$4,507 per ownership day (as defined above) for the year ended December 31, 2018.

Financial Costs: Financial costs increased by 19.7%, or \$27.4 million, from \$139.2 million during the year ended December 31, 2017 to \$166.6 million during the year ended December 31, 2018. The

increase in financial costs is attributable to an increase of \$28.7 million in interest expense on loans, bonds and cash flow hedges, an increase of \$0.3 million in the other financial costs and an increase of \$0.2 million in the amortization of deferred loan issuance costs. The above increases were partially offset by a decrease of \$1.5 million in losses arising upon the repurchase in 2017 of the NOK denominated bonds at a premium and a decrease of \$0.3 million in finance lease charges. During the year ended December 31, 2018, we had an average of \$2,886.3 million of outstanding indebtedness, with a weighted average interest rate of 4.8%, while during the year ended December 31, 2017, we had an average of \$2,688.2 million of outstanding indebtedness, with a weighted average interest rate of 4.1%. These weighted average interest rates include interest expense on loans and cash flow hedges and interest expense on bonds and CCSs.

(Gain)/loss on Derivatives: Gain on derivatives decreased by \$8.1 million, from a gain of \$2.0 million for the year ended December 31, 2017 to a loss of \$6.1 million for the year ended December 31, 2018. The decrease is mainly attributable to a decrease of \$18.5 million in the gain from mark-to-market valuation of our derivative financial instruments carried at fair value through profit or loss and an increase of \$0.2 million in the ineffective portion of cash flow hedges, partially offset by a decrease of \$6.2 million in realized loss from derivative financial instruments held for trading and a decrease of \$4.4 million in loss that was reclassified from equity to the statement of profit or loss.

Profit for the Year: Profit increased by 50.1%, or \$42.2 million, from \$84.2 million for the year ended December 31, 2017 to \$126.4 million for the year ended December 31, 2018 as a result of the aforementioned factors.

Profit/(Loss) Attributable to Owners of the Group: Profit Attributable to Owners of the Group increased by \$32.2 million, from a profit of \$15.5 million for the year ended December 31, 2017 to a profit of \$47.7 million for the year ended December 31, 2018. The increase in profit attributable to the owners of GasLog resulted from the increase in profit mentioned above, partially offset by the increase in profit attributable to the non-controlling interests (non-controlling unitholders of GasLog Partners) as a result of the issuances under the GasLog Partners' ATM Programme, the preference unit issuances in January 2018 and November 2018 and the sale of three vessels to GasLog Partners in 2017 and another two vessels in 2018.

Customers

For the year ended December 31, 2019, we received 70.0% of our revenues from Shell, 15.7% of our revenues from various charterers in the spot/short-term market, 14.2% from major LNG producers and 0.1% of our revenues from Egypt LNG. For the year ended December 31, 2018, we received 74.2% of our revenues from Shell, 16.5% of our revenues from various charterers in the spot/short-term market, 9.2% from major LNG producers and 0.1% of our revenues from Egypt LNG.

Seasonality

While our owned and bareboat ships are mainly employed under multi-year, fixed-rate charter arrangements, seasonal trends do impact the revenues earned during the year by our vessels trading in the spot and short-term market and under variable rate charters. In recent years, there has been a significant increase in the seasonality of LNG shipping spot rates with relative strength during the months of September through January and relative weakness during the months of March through May.

Additionally, our business is not subject to seasonal borrowing requirements.

B. Liquidity and Capital Resources

As of December 31, 2019, GasLog has financed its capital requirements with contributions from its pre-IPO shareholders, proceeds from our IPO and the GasLog Partners' IPO, proceeds from the 2014, 2015, 2016, 2017 and 2018 follow-on common and preference equity offerings by GasLog and GasLog Partners, the 2017 and 2019 follow-on debt offerings and the private placements, operating cash flows and long-term financings including bank loans and bond offerings. Our primary liquidity needs are to fund our ship-operating and general and administrative expenses, finance the purchase and construction of our newbuildings, purchase secondhand vessels, maintain our on-the-water vessels, service our existing debt and pay dividends. In monitoring our working capital needs, we project our charter hire income and ships' maintenance and running expenses, as well as debt service obligations, and seek to maintain adequate cash reserves in order to address any budget overruns, if any.

We anticipate that our primary sources of funds will be available cash, cash from operations and borrowings under existing and new loan agreements. We may seek to raise additional common or other forms of equity, subject in each case to market conditions. We believe that these sources of funds will be sufficient to meet our liquidity needs, although there can be no assurance that we will be able to obtain future debt and equity financing on terms acceptable to us.

Our funding and treasury activities are intended to provide return of capital while balancing investment returns in order to maintain appropriate liquidity. Cash and cash equivalents are held primarily in U.S. dollars.

As of December 31, 2019, we had \$263.8 million of cash and cash equivalents, of which \$149.5 million was held in time deposits and \$0.6 million was held in ship management client accounts. The funds in the ship management client accounts were held on behalf of customers of GasLog LNG Services in order to cover obligations of third party vessels under management. Moreover, as of December 31, 2019, GasLog had \$4.5 million held in time deposits with an initial duration of more than three months but less than a year that have been classified as short-term investments.

Additionally, there was an undrawn amount of \$100.0 million under the revolving credit facility of the Legacy Facility Refinancing and \$2.0 million under the 2019 GasLog Partnership Facility.

As of December 31, 2019, we had an aggregate of \$3.1 billion of indebtedness outstanding under our credit agreements and bonds, of which \$255.4 million was repayable within one year, and a \$204.9 million lease liability related to the sale and leaseback of the *Methane Julia Louise*, of which \$9.4 million was repayable within one year.

We have entered into three CCSs to exchange interest payments and principal on maturity on the same terms as the NOK 2024 Bonds and designated the CCSs as hedges of the variability of the USD functional currency equivalent cash flows on the NOK 2024 Bonds. Refer to Note 26 to our audited consolidated financial statements included elsewhere in this annual report for details on our derivative arrangements.

The total contract price for our seven newbuildings on order as of December 31, 2019 is approximately \$1.3 billion, of which \$185.1 million was paid as of December 31, 2019. The balance is payable under each shipbuilding contract in installments upon the attainment of certain specified milestones, with the largest portion of the purchase price for each ship coming due upon its delivery. We are scheduled to take delivery of these newbuildings on various dates in 2020 and 2021. As of December 31, 2019, the total remaining balance of the contract prices for the seven newbuildings was \$1.1 billion, of which \$801.8 million is due within 12 months which will be funded with existing undrawn debt including the \$1,052.8 million under the 7xNB Facility signed December 12, 2019, available cash, cash from operations and other financings we may enter into.

On May 16, 2017, GasLog Partners commenced its ATM Programme under which the Partnership may, from time to time, raise equity through the issuance and sale of new common units having an aggregate offering price of up to \$100.0 million in accordance with the terms of an equity distribution agreement (the "Equity Distribution Agreement") entered into on the same date. Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. LLC agreed to act as sales agents. On November 3, 2017, the Partnership entered into the Amended and Restated Equity Distribution Agreement to increase the size of the ATM Programme to \$144.0 million and to include UBS Securities LLC as a sales agent. On February 26, 2019, the Partnership entered into a Third Amended and Restated Equity Distribution Agreement to further increase the size of the ATM Programme from \$144.0 million to \$250.0 million.

No issuances of common units were made under the ATM Programme in 2019. From establishment of the ATM Programme through December 31, 2019, GasLog Partners issued and received payment for 5,291,304 common units at a weighted average price of \$23.33 per common unit for total gross proceeds of \$123.4 million and total net proceeds of \$121.2 million. In connection with the issuance of common units under the ATM Programme during this period, the Partnership also issued 107,987 general partner units to its general partner in order for GasLog to retain its 2.0% general partner interest. The net proceeds from the issuance of the general partner units were \$2.5 million.

On January 5, 2018, GasLog prepaid the remaining \$29.8 million of the Five Vessel Refinancing which would have been originally due in April 2018. The prepaid debt was associated with the Junior Tranche of the Five Vessel Refinancing, which was terminated on January 5, 2018.

On January 17, 2018, the Partnership completed a public offering of 4,600,000 of its 8.200% Series B Cumulative Redeemable Perpetual Fixed to Floating Rate Preference Units (the "Partnership's Series B Preference Units") (including 600,000 units issued upon the exercise in full by the underwriters of their option to purchase additional Partnership's Series B Preference Units), liquidation preference \$25.00 per unit, at a price to the public of \$25.00 per preference unit. The net proceeds from the offering after deducting underwriting discounts, commissions and other offering expenses were \$111.2 million. The Partnership's Series B Preference Units are listed on the NYSE under the symbol "GLOP PR B".

On March 23, 2018, the Partnership prepaid and terminated the \$45.0 million term loan provided by GasLog under the New Sponsor Facility, which would have been due in March 2022.

On November 15, 2018, the Partnership completed a public offering of 4,000,000 8.500% Series C Cumulative Redeemable Perpetual Fixed to Floating Rate Preference Units (the "Partnerships' Series C Preference Units"), liquidation preference \$25.00 per unit, at a price to the public of \$25.00 per preference unit. The net proceeds from the offering after deducting underwriting discounts, commissions and other offering expenses were \$96.3 million. The Partnership's Series C Preference Units are listed on the New York Stock Exchange under the symbol "GLOP PR C". On January 29, 2019, the board of directors of GasLog Partners authorized a unit repurchase programme of up to \$25.0 million covering the period from January 31, 2019 to December 31, 2021. Under the terms of the repurchase programme, GasLog Partners may repurchase common units from time to time, at its discretion, on the open market or in privately negotiated transactions. In the year ended December 31, 2019, GasLog Partners repurchased and cancelled 1,171,572 of the Partnership's common units at a weighted average price of \$19.52 per common unit for a total amount of \$22.9 million, including commissions.

On February 20, 2019, the Partnership entered into a credit agreement with Credit Suisse AG, Nordea Bank Abp, filial i Norge ("Nordea") and Iyo Bank, Ltd., Singapore Branch, each an original lender and Nordea acting as security agent and trustee for and on behalf of the other finance parties mentioned above, of up to \$450.0 million (the "2019 Partnership Facility"), in order to refinance the

existing indebtedness due in November 2019 on five of its vessels. Subsequently, on the same date, the Development Bank of Japan, Inc., entered the facility as lender via a transfer certificate. The agreement provides for an amortizing revolving credit facility which can be repaid and redrawn at any time for a period of five years. The total available facility amount will be reduced on a quarterly basis, with a final balloon amount payable concurrently with the last quarterly installment, if any, in February 2024. The vessels covered by the 2019 Partnership Facility are the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney*, the *Methane Rita Andrea* and the *Methane Jane Elizabeth*. Interest on the 2019 Partnership Facility is payable at a rate of U.S. dollar London Interbank Offered Rate ("LIBOR") plus a margin.

On March 6, 2019, the Partnership drew down \$360.0 million under the 2019 Partnership Facility, out of which \$354.4 million was used to refinance the outstanding debt of GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-sixteen Ltd. and GAS-seventeen Ltd., which would have been due in November 2019. On April 1, 2019, the Partnership drew down an additional \$75.0 million under the 2019 Partnership Facility.

On May 16, 2019, GasLog closed a follow-on issue of \$75.0 million aggregate principal amount of the 8.875% Senior Notes priced at 102.5% of par with a yield to maturity of 7.89%. The gross proceeds from this offering were \$76.9 million, including a \$1.9 million premium, while the net proceeds, after deducting the underwriting discount and offering expenses, were \$75.4 million.

On June 25, 2019, GasLog Hellas-1 Special Maritime Enterprise entered into a loan agreement with ABN AMRO BANK N.V. and Oversea-Chinese Banking Corporation Limited, for the financing of the *GasLog Warsaw*, which was delivered on July 31, 2019 (the "*GasLog Warsaw Facility*"). The agreement provides for a single tranche of \$129.5 million that was drawn on July 25, 2019 and is repayable in 28 equal quarterly installments of \$1.6 million each and a final balloon payment of \$84.2 million payable concurrently with the last quarterly installment in June 2026. The loan bears interest at LIBOR plus a margin.

On November 21, 2019, GasLog completed the issuance of NOK 900.0 million (equivalent to \$98.6 million) of NOK 2024 Bonds in the Norwegian bond market. The NOK 2024 Bonds mature in November 2024 and have a coupon of 6.25% over the three-month Norwegian Interbank Offered Rate ("NIBOR"). The proceeds from the issuance were used in part to repurchase and cancel NOK 316.0 million (or \$34.6 million) of the outstanding NOK 2021 Bonds at a price of 104.75% of par value. The outstanding balance of the NOK 2021 Bonds, after the partial repurchase, amounted to NOK 434.0 million (equivalent to \$49.2 million). On January 31, 2020, GasLog completed the repurchase of the outstanding balance of the NOK 2021 Bonds at a price of 104.0% of par value plus accrued interest, for a total consideration of NOK 451.4 million (\$54.4 million). In addition, GasLog paid \$10.5 million for the partial exchange of the outstanding 8.875% Senior Notes at a price of 104.75% of par value. The exchange was completed in January 13, 2020.

On December 12, 2019, GAS-twenty eight Ltd., GAS-thirty Ltd., GAS-thirty one Ltd., GAS-thirty two Ltd., GAS-thirty three Ltd., GAS-thirty four Ltd. and GAS-thirty five Ltd. entered into a loan agreement with 13 international banks, with Citibank N.A. London Branch and DNB Bank ASA, London Branch acting as agents on behalf of the other finance parties. The financing is backed by the Export Import Bank of Korea ("KEXIM") and the Korea Trade Insurance Corporation ("K-Sure"), who are either directly lending or providing cover for over 60% of the facility. The agreement of up to \$1,052.8 million partially finances the delivery of seven newbuilds scheduled to be delivered in 2020 and 2021. The loan bears interest plus a margin.

In December 2019, GasLog achieved improvements to the financial and non-financial covenants across the entirety of its bank debt, most notably decreasing minimum liquidity requirements from 3.0% of total indebtedness, or 4% if dividends are paid, to a flat amount of \$75.0 million which will be applicable upon repayment of our U.S. dollar bonds maturing in March 2022, which have a minimum

liquidity requirement of 2.5% of total indebtedness. The covenants are now aligned with the terms of the 7xNB Facility and the *GasLog Warsaw* facility concluded earlier in 2019.

As our fleet expands, we will evaluate changes to the quarterly dividend consistent with our cash flow and liquidity position. Our policy is to pay dividends in amounts that will allow us to retain sufficient liquidity to fund our obligations as well as to execute our business plan going forward. Our board of directors will determine the timing and amount of all dividend payments, based on various factors, including our earnings, financial condition, cash requirements and availability, restrictions in our credit facilities and the provisions of Bermuda law. Accordingly, we cannot guarantee that we will be able to pay quarterly dividends. See "Item 3. Key Information—D. Risk Factors" and "Item 8. Financial Information—A. Consolidated Financial Statements and Other Financial Information—Common Shares Dividend Policy" for a discussion of risks related to our ability to pay dividends.

Working Capital Position

We anticipate that our primary sources of funds will be available cash, cash from operations and borrowings under existing and new loan agreements. We may seek to raise additional common or other forms of equity. We believe that these sources of funds will be sufficient to fund our operations, including our working capital requirements, and to make the required principal and interest payments on our indebtedness during the next 12 months; however, there can be no assurance that we will be able to obtain future debt and equity financing on terms acceptable to us.

As of December 31, 2019, our current assets totaled \$315.8 million while current liabilities totaled \$437.5 million, resulting in a negative working capital position of \$121.7 million.

Cash Flows

Year ended December 31, 2018 compared to the year ended December 31, 2019

The following table summarizes our net cash flows from operating, investing and financing activities for the years indicated:

	Year ended December 31,		
	2018	2019	Change
Amounts in thousands of U.S. dollars			
Net cash provided by operating activities	\$ 283,710	\$ 317,423	\$ 33,713
Net cash used in investing activities	(692,999)	(442,978)	250,021
Net cash provided by financing activities	368,120	50,066	(318,054)

Net Cash Provided By Operating Activities

Net cash provided by operating activities increased by \$33.7 million, from \$283.7 million during the year ended December 31, 2018 to \$317.4 million during the year ended December 31, 2019. The increase was attributable to an increase of \$57.7 million caused by movements in working capital accounts due primarily to (a) increased cash from related parties of \$56.3 million (mainly collection of Cool Pool receivables), (b) an increase of \$20.3 million from movements in other payables and accruals, and (c) an increase of \$4.6 million from movements in trade and other receivables, partially offset by an increase in cash collateral on swaps of \$22.2 million, an increase of \$28.2 million in total revenues (revenues and net pool allocation), partially offset by a decrease of \$29.9 million in cash paid for interest including the interest paid for finance leases and a net decrease of \$22.3 million from the remaining movements.

Net Cash Used In Investing Activities

Net cash used in investing activities decreased by \$250.0 million, from \$693.0 million during the year ended December 31, 2018 to \$443.0 million during the year ended December 31, 2019. The decrease is attributable to a decrease of \$203.7 million in net cash used in payments for the construction costs of newbuildings and other fixed assets, a net increase of \$45.5 million in cash from short-term investments in the year ended December 31, 2019, compared to the same period of 2018 and an increase of \$0.8 million in cash from interest income.

Net Cash Provided By Financing Activities

Net cash provided by financing activities decreased by \$318.0 million, from \$368.1 million during the year ended December 31, 2018 to \$50.1 million during the year ended December 31, 2019. The decrease is mainly attributable to an increase of \$316.0 million in bank loan repayments, a decrease of \$208.4 million in proceeds from the GasLog Partners' issuance of preference units, a decrease of \$60.4 million in proceeds from the GasLog Partners' common unit offerings, an increase of \$46.7 million in payments for NOK bond repurchase at a premium, an increase of \$26.6 million in cash used for purchases of treasury shares or common units of GasLog Partners, an increase of \$18.5 million in payments of loan issuance costs, an increase of \$15.4 million in dividend payments on common and preference shares, an increase of \$3.7 million in payments for cross currency swaps' termination, an increase of \$2.6 million in payments for lease liabilities, an increase of \$0.8 million in payments for equity-related costs and a decrease of \$0.5 million in proceeds from stock option exercise, partially offset by an increase of \$381.6 million in proceeds from borrowings.

Year ended December 31, 2017 compared to the year ended December 31, 2018

The following table summarizes our net cash flows from operating, investing and financing activities for the years indicated:

	Year ended December 31,		
	2017	2018	Change
Amounts in thousands of U.S. dollars			
Net cash provided by operating activities	\$ 223,630	\$ 283,710	\$ 60,080
Net cash used in investing activities	(74,599)	(692,999)	(618,400)
Net cash provided by financing activities	7,265	368,120	360,855

Net Cash Provided By Operating Activities

Net cash provided by operating activities increased by \$60.1 million, from \$223.6 million during the year ended December 31, 2017 to \$283.7 million during the year ended December 31, 2018. The increase was attributable to an increase in total revenues (revenues and net pool allocation) of \$103.7 million, partially offset by a decrease of \$23.5 million caused by movements in working capital accounts, an increase of \$15.3 million in cash paid for interest including the interest paid for finance leases and a net decrease of \$4.8 million from the remaining movements.

Net Cash Used In Investing Activities

Net cash used in investing activities increased by \$618.4 million, from \$74.6 million during the year ended December 31, 2017 to \$693.0 million during the year ended December 31, 2018. The increase is mainly attributable to an increase of \$591.5 million in payments for the construction costs of newbuildings and other fixed assets and a net decrease in cash from short-term investments of \$43.0 million in 2018 compared to 2017. The above movements were partially offset by \$14.0 million in payments made for the investment in Gastrade made in 2017 and an increase of \$2.1 million in cash from interest income.

Net Cash Provided By Financing Activities

Net cash provided by financing activities increased by \$360.8 million, from \$7.3 million during the year ended December 31, 2017 to \$368.1 million during the year ended December 31, 2018. The increase is mainly attributable to an increase of \$244.2 million in proceeds from our borrowings, a decrease in bank loan and bond repayments of \$165.3 million, an increase of \$69.2 million in proceeds from the issuance of the Partnership's Series B and Series C Preference Units in 2018 as compared to the issuance of 5,750,000 of its 8.625% Series A Cumulative Redeemable Perpetual Fixed to Floating Rate Preference Units (the "Partnership's Series A Preference Units") in 2017 and an increase of \$20.6 million from payments during 2017 for CCS termination. The above movements were partially offset by a decrease of \$81.1 million in proceeds from GasLog Partners' common unit offerings and an increase of \$57.0 million in dividend payments.

Borrowing Activities

Credit Facilities

The following summarizes certain terms of the six outstanding facilities as of December 31, 2019:

Facility Name	Lender(s)	Subsidiary Party (Collateral Ship)	Outstanding Principal Amount	Available Undrawn Amount	Interest Rate	Maturity	Payment of Principals Installments Schedule
October 2015 Facility	Citibank, N.A., London Branch, Nordea Bank AB, London Branch, The Export-Import Bank of Korea, Bank of America, National Association, BNP Paribas, Cr�dit Agricole Corporate and Investment Bank, Credit Suisse AG, HSBC Bank plc, ING Bank N.V., London Branch, KEB HANA Bank, London Branch, KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Soci�t� G�n�rale and The Korea Development Bank	GAS-eleven Ltd. (<i>GasLog Greece</i>), GAS-twelve Ltd. (<i>GasLog Glasgow</i>), GAS-thirteen Ltd. (<i>GasLog Geneva</i>), GAS-fourteen Ltd. (<i>GasLog Gibraltar</i>), GAS-twenty two Ltd. (<i>GasLog Genoa</i>), GAS-twenty three Ltd. (<i>GasLog Gladstone</i>), GAS-twenty four Ltd. (<i>GasLog Houston</i>) and GAS-twenty five Ltd. (<i>GasLog Hong Kong</i>)	\$1,103.4 million	nil	LIBOR + applicable margin	2028, 2030 and 2031 ⁽¹⁾	13 consecutive semi-annual installments of \$11.5 million, 14 consecutive semi-annual installments of \$11.4 million until 2026, a balloon payment due in 2026 of \$121.4 million, followed by four consecutive semi-annual installments of \$16.9 million. 17 consecutive semi-annual installments of \$17.6 million until 2028, a balloon payment due in 2028 of \$93.4 million, and thereafter four consecutive semi-annual installments of \$13.0 million. 19 consecutive semi-annual installments of \$17.6 million until 2029, a balloon payment due in 2029 of \$31.1 million, and thereafter four consecutive semi-annual installments of \$4.3 million.

Facility Name	Lender(s)	Subsidiary Party (Collateral Ship)	Outstanding Principal Amount	Available Undrawn Amount	Interest Rate	Maturity	Payment of Principals Installments Schedule
Five Vessel Refinancing	ABN AMRO Bank N.V., DNB (UK) Ltd., DVB Bank America N.V., Commonwealth Bank of Australia, ING Bank N.V., London Branch, Credit Agricole Corporate and Investment Bank and National Australia Bank Limited	GAS-eighteen Ltd. (<i>Methane Lydon Volney</i>), GAS- nineteen Ltd. (<i>Methane Alison Victoria</i>), GAS- twenty Ltd. (<i>Methane Shirley Elisabeth</i>), GAS-twenty one Ltd. (<i>Methane Heather Sally</i> and GAS-twenty seven Ltd. (<i>Methane Becki Anne</i>))	Senior Tranche: \$289.7 million Junior Tranche: Nil	n/a	LIBOR + applicable margin	2021	Senior Tranche: six consecutive quarterly installments of \$6.2 million, six consecutive quarterly installments of \$1.8 million and a balloon payment of \$242.1 million together with the final quarterly installments in April 2021. Junior Tranche: On January 5, 2018, the Junior Tranche was repaid and the loan was terminated.
Legacy Facility Refinancing	Citigroup Global Market Limited, Credit Suisse AG, Nordea Bank AB, London Branch, Skandinaviska Enskilda Banken AB (publ), HSBC Bank plc, ING Bank N.V., London Branch, Danmarks Skibskredit A/S, The Korea Development Bank and DVB Bank America N.V.	GAS-one Ltd. (<i>GasLog Savannah</i>), GAS- two Ltd. (<i>GasLog Singapore</i>), GAS- six Ltd. (<i>GasLog Skagen</i>), GAS- seven Ltd. (<i>GasLog Seattle</i>), GAS- eight Ltd. (<i>Solaris</i>), GAS-nine Ltd. (<i>GasLog Saratoga</i>), GAS-ten Ltd. (<i>GasLog Salem</i>) and GAS-fifteen Ltd. (<i>GasLog Chelsea</i>)	Term loan facility: \$775.0 million, Revolving facility: \$0 million	\$100.0 million	LIBOR + applicable margin	2021	Term loan facility: three semi-annual installments of \$29.2 million each and a balloon repayment of \$687.5 million in July 2021. Revolving facility: Available for drawing and repayment at any time until January 2021 and July 2021, respectively. Total revolving facility amount of \$100.0 million.
2019 GasLog Partners Facility	Credit Suisse AG, Nordea Bank Abp, filial i Norge, Iyo Bank Ltd., Singapore Branch and Development Bank of Japan, Inc.	GAS-three Ltd. (<i>GasLog Shanghai</i>), GAS-four Ltd. (<i>GasLog Santiago</i>), GAS- five Ltd. (<i>GasLog Sydney</i>), GAS- sixteen Ltd. (<i>Methane Rita Andrea</i>) and GAS-seventeen Ltd. (<i>Methane Jane Elizabeth</i>)	\$425.9 million	\$2.0 million	LIBOR + applicable margin	2024	17 consecutive quarterly reductions of \$7.4 million and a balloon amount of \$300.9 million (excluding \$2.0 million undrawn), together with the final quarterly reduction.

<u>Facility Name</u>	<u>Lender(s)</u>	<u>Subsidiary Party (Collateral Ship)</u>	<u>Outstanding Principal Amount</u>	<u>Available Undrawn Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Payment of Principals Installments Schedule</u>
GasLog Warsaw Facility	ABN AMRO BANK N.V. and Oversea-Chinese Banking Corporation Limited	GAS-twenty nine Ltd. (GasLog Warsaw)	\$127.9 million	n/a	LIBOR + applicable margin	2026	27 consecutive quarterly repayments of \$1.6 million and a balloon amount of \$84.2 million together with the final quarterly reduction.
7xNB Facility	Citibank, N.A., London Branch, DNB (UK) Ltd., Skandinaviska Enskilda Banken AB (publ), The Export-Import Bank of Korea, Bank of America, National Association, BNP Paribas, Seoul Branch, Commonwealth Bank of Australia, KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Société Générale, Standard Chartered Bank, The Korea Development Bank and KB Kookmin Bank	GAS-twenty eight Ltd., GAS-thirty Ltd., GAS-thirty one Ltd., GAS-thirty two Ltd., GAS-thirty three Ltd., GAS-thirty four Ltd. and GAS-thirty five Ltd.	nil	\$1,052.8 million	LIBOR + applicable margin	2032 and 2033 ⁽¹⁾	For each vessel, 24 consecutive semi-annual repayments of 2.8% of the drawn amount for the applicable vessel, plus a one-off payment of 32.7% seven years after drawing.

(1) Maturity dates are scheduled 12 years from the drawdown date of each individual vessel loan based on the vessel's actual or scheduled delivery date.

Our credit facilities are secured as follows:

- first priority mortgages over the ships owned by the respective borrowers;
- guarantees from us and our subsidiary GasLog Carriers Ltd. in the case of the GasLog Warsaw Facility and the 7xNB Facility; in the case of the 2019 GasLog Partners Facility, guarantees from GasLog Partners and GasLog Partners Holdings LLC; in the case of the October 2015 Facility, the Five Vessel Refinancing and the Legacy Facility Refinancing, guarantees from us and GasLog Carriers Ltd. for an amount up to the value of the commitments of the vessels owned by GasLog Carriers Ltd. and guarantees from the Partnership and GasLog Partners Holdings LLC for an amount up to the value of the commitments of the vessels owned by GasLog Partners Holdings LLC;
- for certain of our facilities, a pledge or a negative pledge of the share capital of the respective borrower; and
- for certain of our facilities, a first assignment of all earnings and insurances related to the ship owned by the respective borrower.

Our business is not subject to seasonal borrowing requirements.

Covenants and Events of Default

General

Our credit facilities impose certain operating and financial restrictions on us. These restrictions generally limit our subsidiaries' ability to, among other things:

- incur additional indebtedness, create liens or provide guarantees;
- provide any form of credit or financial assistance to, or enter into any non-arms' length transactions with, us or any of our affiliates;
- sell or otherwise dispose of assets, including our ships;
- engage in merger transactions;
- terminate any charter;
- amend our shipbuilding contracts;
- change the manager of our ships;
- undergo a change in ownership; or
- acquire assets, make investments or enter into any joint venture arrangements outside of the ordinary course of business.

Our credit facilities (with the exception of the 2019 GasLog Partners Facility) also impose specified financial covenants that apply to us and our subsidiaries on a consolidated basis. These financial covenants include the following:

- our net working capital (excluding the current portion of long-term debt) must be not less than \$0;
- our total indebtedness divided by our total assets must not exceed 75.0%;
- the aggregate amount of cash and cash equivalents and short-term investments must be at least \$75.0 million;
- the ratio of EBITDA over our debt service obligations (including interest and debt repayments) on a trailing 12 months' basis must be not less than 110.0%. The ratio shall be regarded as having been complied with even if the ratio falls below the stipulated 110% when cash and cash equivalent and short-term investments are at least \$110.0 million; and
- our market value adjusted net worth must at all times be not less than \$350.0 million.

In the case where the Partnership is a guarantor to our Credit Facilities, such facilities also impose specified financial covenants that apply to the Partnership and its subsidiaries on a consolidated basis. These financial covenants include the following:

- the aggregate amount of cash and cash equivalents, short-term investments and available undrawn facilities with remaining maturities of at least six months (excluding loans from affiliates) must be at least \$45.0 million;
- total indebtedness divided by total assets must be less than 65.0%; and
- the Partnership is permitted to declare or pay any dividends or distributions, subject to no event of default having occurred or occurring as a consequence of the payment of such dividends or distributions.

Our credit facilities also impose certain restrictions relating to us and our other subsidiaries, including restrictions that limit our ability to make any substantial change in the nature of our business or to engage in transactions that would constitute a change of control, as defined in the relevant credit facility, without repaying all of our indebtedness in full, or to allow our largest shareholders to reduce their shareholding in us below specified thresholds.

Certain of our credit facilities also contain vessel employment conditions, pursuant to which we could be required in the event of a charter termination or in certain other circumstances to deposit cash in an account held with the applicable lender until we have obtained a new time charter on terms acceptable to such lender, or under certain of our credit facilities repay the outstanding loan amount.

Our credit facilities contain customary events of default, including non-payment of principal or interest, breach of covenants or material inaccuracy of representations, default under other material indebtedness and bankruptcy. In addition, our credit facilities contain covenants requiring us and certain of our subsidiaries to maintain the aggregate of (i) the market value, on a charter exclusive basis, of the mortgaged vessel or vessels and (ii) the market value of any additional security provided to the lenders, at a total value not less than 120.0% of the then outstanding amount under the applicable facility (in the case of each individual vessel in the October 2015 Facility and 7xNB Facility, 115.0% for the first two years after each drawdown and 120.0% at any time thereafter). If we fail to comply with these covenants and are not able to obtain covenant waivers or modifications, our lenders could require us to make prepayments or provide additional collateral sufficient to bring us into compliance with such covenants, and if we fail to do so our lenders could accelerate our indebtedness.

Compliance with the financial covenants is required on a semi-annual basis and we were in compliance with the respective financial covenants as of December 31, 2019.

2019 GasLog Partners Facility

On February 20, 2019, GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-sixteen Ltd., GAS-seventeen Ltd., GasLog Partners and GasLog Partners Holdings LLC entered into a loan agreement with Credit Suisse AG, Nordea Bank ABP, filial i Norge, and Iyo Bank, Ltd. Singapore Branch, each an original lender and Nordea acting as security agent and trustee for and on behalf of the other finance parties mentioned above, for a credit facility for up to \$450.0 million (the "2019 GasLog Partners Facility") for the purpose of refinancing in full the existing Partnership Facility. Subsequently, on the same date, the Development Bank of Japan, Inc. entered the facility as lender via transfer certificate. The vessels covered by the 2019 GasLog Partners Facility are the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney*, the *Methane Rita Andrea* and the *Methane Jane Elizabeth*.

The agreement provides for an amortizing revolving credit facility which can be repaid and redrawn at any time, subject to the outstanding amount immediately after any drawdown not exceeding (i) 75% of the aggregate of the market values of all vessels under the agreement, or (ii) the total facility amount. The total facility amount reduces in 20 equal quarterly amounts of \$7.4 million, with a final balloon amount of \$302.9 million reducing concurrently with the last quarterly reduction in February 2024. The credit facility bears interest at LIBOR plus a margin. The facility is currently undrawn.

The obligations under the 2019 GasLog Partners Facility are secured by a first priority mortgage over the vessels, a pledge of the share capital of the respective vessel owning companies and a first priority assignment of earnings related to the vessels, including charter revenue, management revenue and any insurance and requisition compensation. The obligations under the facility are guaranteed by the Partnership and GasLog Partners Holdings LLC.

The 2019 GasLog Partners Facility is subject to the Partnership's financial covenants and to our customary restrictions and events of default.

GasLog Warsaw Facility

On June 25, 2019, GasLog Hellas-1 Special Maritime Enterprise entered into a loan agreement with ABN AMRO BANK N.V. and Oversea-Chinese Banking Corporation Limited, for the financing of the *GasLog Warsaw*, which was delivered on July 31, 2019 (the "*GasLog Warsaw Facility*"). The agreement provides for a single tranche of \$129.5 million that was drawn on July 25, 2019 and is repayable in 28 equal quarterly installments of \$1.6 million each and a final balloon payment of \$84.2 million payable concurrently with the last quarterly installment in June 2026. The loan bears interest at LIBOR plus a margin.

The obligations under the *GasLog Warsaw Facility* are secured by a first priority mortgage over the vessel, a pledge of the share capital of the respective vessel-owning company and a first priority assignment of earnings related to the vessel. The obligations under the facility are guaranteed by GasLog and GasLog Carriers.

The *GasLog Warsaw Facility* is subject to our financial covenants and to our customary restrictions and events of default.

7xNB Facility

On December 12, 2019, GAS-twenty eight Ltd., GAS-thirty Ltd., GAS-thirty one Ltd., GAS-thirty two Ltd., GAS-thirty three Ltd., GAS-thirty four Ltd. and GAS-thirty five Ltd. entered into a loan agreement with 13 international banks, with Citibank N.A. London Branch and DNB Bank ASA, London Branch acting as agents on behalf of the other finance parties. The financing is backed by the Export Import Bank of Korea ("KEXIM") and the Korea Trade Insurance Corporation ("K-Sure"), who are either directly lending or providing cover for over 60% of the facility. The agreement of up to \$1,052.8 million partially finances the delivery of seven newbuilds scheduled to be delivered in 2020 and 2021. The loan agreement provides for four tranches of \$176.5 million \$174.8 million, \$356.7 million, and \$344.8 million. The facility will be also sub-divided into seven loans, one loan per newbuilding vessel, to be provided for each of the vessels on a pro rata basis under each of the four tranches. Each drawing under the first three tranches shall combine to be repaid in 24 consecutive semi-annual equal installments commencing six months after the actual delivery of the relevant vessel according to an average 12-year profile. Each drawing under the fourth tranche shall be repaid in a single bullet seven years after the actual delivery of the relevant vessel. The obligations under the 7xNB Facility are secured by a first priority mortgage over the vessel, a pledge of the share capital of the respective vessel-owning company and a first priority assignment of earnings related to the vessel. The obligations under the facility are guaranteed by GasLog and GasLog Carriers.

The 7xNB Facility is subject to our financial covenants and to our customary restrictions and events of default.

Bonds

On June 27, 2016, GasLog completed the issuance of NOK 750.0 million (equivalent to \$90.2 million) of NOK 2021 Bonds in the Norwegian bond market. The NOK 2021 Bonds were due to mature in May 2021. On November 27, 2019, GasLog completed the issuance of NOK 900 million (equivalent to \$98.6 million) of NOK 2024 Bonds in the Norwegian bond market. The NOK 2024 Bonds will mature in November 2024 and bear interest at NIBOR plus margin. Interest payments shall be made in arrears on a quarterly basis. We may redeem the aforementioned bond in whole or in part as from May 2024 at 101% of par plus accrued interests on the redeemed amount. On November 27, 2019, we repurchased and cancelled NOK 316 million of the outstanding NOK 2021 Bonds at a price of 104.75% of par value. Subsequently on January 31, 2020, we repurchased and cancelled the outstanding NOK 2021 Bonds, at a price of 104% of par value.

Under the terms of the NOK 2021 Bonds, until their cancellation on January 31, 2020, we were required to comply with the financial covenants listed below:

- net working capital (excluding the current portion of long-term debt) must not be less than \$0;
- total indebtedness divided by total assets must not exceed 75.0%;
- the ratio of EBITDA over debt service obligations (including interest and debt repayments) on a trailing 12 months' basis must be not less than 110.0%;
- the aggregate amount of all unencumbered cash and cash equivalents must not be less than the higher of 3.0% of total indebtedness and \$50.0 million after the first drawdown; and
- the Group's market value adjusted net worth must at all times be not less than \$350.0 million.

In addition, we were not permitted to make Distributions that in aggregate exceed during any calendar year, 50% of the Group's consolidated net profit after taxes based on the audited annual accounts for the previous financial year (any unutilized portion of the permitted Distributions pursuant to the above may not be carried forward). For the purposes of the above, the consolidated net profit after taxes of the Group could not include any profits related to the sale of assets (and consequently any such profits could not form the basis for Distributions). Under the terms of the NOK 2021 Bonds, GasLog was permitted to make Distributions up to a maximum amount per share per annum for the years 2019, 2020 and 2021 of \$1.20/share, provided that GasLog demonstrate, by delivering a compliance certificate to the bond trustee, that no event of default was continuing or would result from such Distributions.

Under the terms of the NOK 2024 Bonds we are required to comply with the financial covenants listed below:

- net working capital (excluding the current portion of long-term debt) must not be less than \$0;
- total indebtedness divided by total assets must not exceed 75.0%;
- the aggregate amount of cash and cash equivalents and short-term investments must be at least \$75.0 million;
- the ratio of EBITDA over our debt service obligations (including interest and debt repayments) on a trailing 12 months' basis must be not less than 110.0%. The ratio shall be regarded as having been complied with even if the ratio falls below the stipulated 110% when cash and cash equivalents and short-term investments are at least \$110.0 million; and
- the Group's market value adjusted net worth must at all times be not less than \$350.0 million.

In addition, the terms of the NOK 2024 Bonds include a dividend restriction according to which we may not make Distributions that in aggregate exceed during any calendar year \$1.10/share. Notwithstanding the foregoing, GasLog may make any amount of Distributions, so long as the Group's cash and cash equivalents and short-term investments exceed \$150.0 million, provided that GasLog can demonstrate, by delivering a compliance certificate to the bond trustee, that no event of default is continuing or would result from such Distributions.

On March 22, 2017, GasLog closed a public offering of \$250.0 million aggregate principal amount of the 8.875% Senior Notes at a public offering price of 100% of the principal amount. The net proceeds from the offering after deducting the underwriting discount and offering expenses were \$245.3 million.

On May 16, 2019, GasLog closed a follow-on issue of \$75.0 million aggregate principal amount of the 8.875% Senior Notes priced at 102.5% of par with a yield to maturity of 7.89%. The gross proceeds

from this offering were \$76.9 million, including a \$1.9 million premium, while the net proceeds, after deducting the underwriting discount and offering expenses, were \$75.4 million.

Interest payment shall be made in arrears on a quarterly basis. GasLog may redeem the 8.875% Senior Notes, in whole or in part, at any time and from time to time at a redemption price equal to the greater of (a) 100% of the principal amount of such notes plus accrued and unpaid interest to the date of redemption and (b) determined by the quotation agent, the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued and unpaid as of the date of redemption) discounted to the redemption date on a quarterly basis at the adjusted treasury rate, plus 50 basis points, plus accrued and unpaid interest thereon to the date of redemption.

GasLog as issuer of the 8.875% Senior Notes is required to comply with financial covenants which include the following:

- net working capital (excluding the current portion of long-term debt) must be not less than \$0;
- total indebtedness divided by total indebtedness plus total equity must not exceed 75.0%;
- the ratio of EBITDA over debt service, on a trailing four quarter basis, shall be not less than 100.0%;
- the aggregate amount of all unencumbered cash and cash equivalents must be not less than the higher of 2.50% of total indebtedness or \$35.0 million;
- the issuer's market value adjusted net worth must at all times be not less than \$300.0 million.

Compliance with covenants under the NOK 2021 Bonds was required at all times until their cancellation, compliance with covenants under the NOK 2024 Bonds and the 8.875% Senior Notes is required at all times and we were in compliance with the respective financial covenants as of December 31, 2019.

Quantitative and Qualitative Disclosures About Market Risk

For information about our exposure to market risks, see "Item 11. Quantitative and Qualitative Disclosures About Market Risk".

Capital Expenditures

We make capital expenditures from time to time in connection with the expansion, operation and maintenance of our owned fleet. In 2010 we took delivery of two LNG carriers, in 2013 we took delivery of six LNG carriers and acquired a secondhand vessel, in 2014 we took delivery of two LNG carriers and acquired six secondhand vessels, in 2015 we acquired two secondhand vessels and took delivery of one LNG carrier, in 2016 we took delivery of four LNG carriers, in 2018 we took delivery of three LNG carriers and in 2019 we took delivery of two LNG carriers. During the years ended December 31, 2019, 2018, 2017 and 2016, we funded \$0.5 billion, \$0.7 billion, \$0.1 billion and \$0.8 billion, respectively, of acquisition, construction and delivery costs, including installment payments on newbuildings, with funds borrowed under credit facilities and the bonds, capital contributions from our pre-IPO shareholders, proceeds from our IPO and the GasLog Partners' IPO, proceeds from follow-on equity offerings and private placements and proceeds from the sale of vessels to GasLog Partners.

As of December 31, 2019, our commitments for capital expenditures related primarily to seven contracted LNG carriers on order were approximately \$1,113.0 million. Amounts are payable under each shipbuilding contract in installments upon the attainment of certain specified milestones in each

ship's construction, with the largest portion of the purchase price for each ship coming due upon its delivery.

We intend to fund these commitments from borrowings under the 7xNB Facility which has an undrawn amount of \$1,052.8 million, available cash, new bank loan facilities and cash from operations.

To the extent that we are unable to draw down the amounts committed under our credit facilities, we will need to find alternative financing. If we are unable to find alternative financing, we will not be capable of funding all of our commitments for capital expenditures relating to our contracted newbuildings and secondhand vessels, which could adversely impact our ability to pay dividends to our shareholders and materially adversely affect our results of operations and financial condition.

Critical Accounting Policies

The preparation of financial statements in conformity with IFRS requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses recognized in the consolidated financial statements. GasLog's management evaluates whether estimates should be made on an ongoing basis, utilizing historical experience, consultation with experts and other methods management considers reasonable in the particular circumstances. However, uncertainty about these assumptions and estimates could result in outcomes that could require a material adjustment to the carrying amount of the assets or liabilities in the future. Critical accounting policies are those that reflect significant judgments of uncertainties and potentially result in materially different results under different assumptions and conditions. For a description of our critical accounting judgments and key sources of estimation uncertainty in applying our accounting policies, see Note 2 to our consolidated financial statements included elsewhere in this annual report.

Classification of the Non-Controlling Interests

The non-controlling interests in the Partnership comprise the portion of the Partnership's common units that are not directly or indirectly held by GasLog (32,483,580 units as of December 31, 2019). Under the terms of the Partnership Agreement, the Partnership is required to distribute 100.0% of available cash (as defined in the Partnership Agreement) with respect to each quarter within 45 days of the end of the quarter to the partners. Available cash can be summarized as cash and cash equivalents less an amount equal to cash reserves established by the Partnership's board of directors to (i) provide for the proper conduct of the business of the Partnership (including reserves for future capital expenditures and for anticipated future credit needs of the Partnership) subsequent to such quarter, (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Partnership group member is a party or by which it is bound or its assets are subject and/or (iii) provide funds for certain distributions relating to future periods.

In reaching a judgment as to whether the non-controlling interests in the Partnership should be classified as liabilities or equity interests, management has considered the wide discretion of the Partnership's board of directors to determine whether any portion of the amount of cash available to the Partnership constitutes available cash and that it is possible that there could be no available cash. In the event that there is no available cash, as determined by the Partnership's board of directors, the Partnership does not have a contractual obligation to make a distribution. Accordingly, management has concluded that the non-controlling interests do not represent a contractual obligation on the Partnership to deliver cash and therefore should be classified as equity within the financial statements.

Impairment of Vessels

We evaluate the carrying amounts of our vessels to determine whether there is any indication that our vessels have suffered an impairment loss by considering both internal and external sources of

information. If any such indication exists, the recoverable amount of vessels is estimated in order to determine the extent of the impairment loss, if any.

Recoverable amount is the higher of fair value less costs to sell and value in use. Our estimates of recoverable value assume that the vessels are all in seaworthy condition without need for repair and certified in class without notations of any kind. In assessing the fair value less cost to sell of the vessel, we obtain charter free market values for each vessel from independent and internationally recognized ship brokers on a semi-annual basis, which are also commonly used and accepted by our lenders for determining compliance with the relevant covenants in our credit facilities. Vessel values can be highly volatile, so the charter-free market values may not be indicative of the current or future market value of our vessels or prices that could be achieved if we were to sell them. In assessing value in use, the estimated future cash flows are discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted. The projection of cash flows related to vessels is complex and requires management to make various estimates including future charter rates, vessel operating expenses and the discount rate.

The table below sets forth in U.S. dollars (i) the historical acquisition cost of our vessels and (ii) the carrying value of each of our vessels as of December 31, 2018 and December 31, 2019, after giving effect to the aggregate impairment charge of \$162.1 million recorded against our six Steam vessels.

Owned Fleet and Vessel Held under Finance Lease

Vessel	Acquisition Date	Cargo capacity (cbm)	Acquisition cost	Carrying values ⁽¹⁾ (in thousands of U.S. dollars)	
				December 31, 2018	December 31, 2019
<i>GasLog Savannah</i> ⁽³⁾⁽⁸⁾	May 2010	155,000	\$ 229,795	\$ 176,985	\$ 171,964
<i>GasLog Singapore</i> ⁽³⁾⁽⁸⁾	July 2010	155,000	227,252	175,919	169,898
<i>GasLog Shanghai</i> ⁽³⁾⁽⁴⁾	January 2013	155,000	189,233	160,195	154,681
<i>GasLog Santiago</i> ⁽³⁾⁽⁴⁾	March 2013	155,000	189,111	174,990	164,925
<i>GasLog Sydney</i> ⁽³⁾⁽⁴⁾	May 2013	155,000	195,429	181,243	172,548
<i>GasLog Skagen</i> ⁽³⁾⁽⁴⁾	July 2013	155,000	195,338	182,042	173,241
<i>GasLog Chelsea</i> ⁽⁴⁾⁽⁵⁾	October 2013	153,600	162,338	138,678	134,927
<i>GasLog Seattle</i> ⁽³⁾⁽⁸⁾	December 2013	155,000	201,198	175,713	170,132
<i>Methane Rita Andrea</i> ⁽²⁾⁽⁶⁾⁽⁸⁾	April 2014	145,000	156,613	132,135	99,030
<i>Methane Jane Elizabeth</i> ⁽²⁾⁽⁶⁾⁽⁸⁾	April 2014	145,000	156,613	132,066	102,078
<i>Methane Lydon Volney</i> ⁽²⁾⁽⁶⁾⁽⁸⁾	April 2014	145,000	156,613	132,307	109,098
<i>Methane Alison Victoria</i> ⁽²⁾⁽⁷⁾⁽⁸⁾	June 2014	145,000	156,610	133,656	96,604
<i>Methane Shirley Elisabeth</i> ⁽²⁾⁽⁷⁾⁽⁸⁾	June 2014	145,000	156,599	133,648	103,432
<i>Methane Heather Sally</i> ⁽²⁾⁽⁷⁾⁽⁸⁾	June 2014	145,000	156,599	133,975	105,916
<i>Solaris</i> ⁽³⁾⁽⁸⁾	June 2014	155,000	201,849	175,948	172,078
<i>GasLog Saratoga</i> ⁽³⁾⁽⁸⁾	December 2014	155,000	204,146	181,049	177,256
<i>Methane Julia Louise</i> ⁽²⁾⁽⁵⁾⁽⁸⁾	March 2015	170,000	232,334	206,753	200,032
<i>Methane Becki Anne</i> ⁽²⁾⁽⁵⁾⁽⁸⁾	March 2015	170,000	232,334	206,447	199,521
<i>GasLog Salem</i> ⁽³⁾⁽⁸⁾	April 2015	155,000	204,573	182,997	177,750
<i>GasLog Greece</i> ⁽³⁾⁽⁴⁾	March 2016	174,000	208,971	192,441	186,430
<i>GasLog Glasgow</i> ⁽³⁾⁽⁴⁾	June 2016	174,000	208,471	193,403	187,411
<i>GasLog Geneva</i> ⁽³⁾⁽⁴⁾	September 2016	174,000	203,867	190,352	184,500
<i>GasLog Gibraltar</i> ⁽³⁾⁽⁴⁾	October 2016	174,000	203,738	190,749	184,897
<i>GasLog Houston</i> ⁽³⁾⁽⁴⁾	January 2018	174,000	207,784	202,175	196,241
<i>GasLog Genoa</i> ⁽³⁾⁽⁸⁾	March 2018	174,000	219,436	214,862	208,845
<i>GasLog Hong Kong</i> ⁽³⁾⁽⁸⁾	March 2018	174,000	214,946	210,277	204,138
<i>GasLog Gladstone</i> ⁽³⁾⁽⁸⁾	March 2019	174,000	217,609	—	212,737
<i>GasLog Warsaw</i> ⁽³⁾⁽⁴⁾	July 2019	180,000	189,261	—	186,878
Total			\$ 5,478,660	\$ 4,511,005	\$ 4,607,188

- (1) Our vessels and the vessel held under finance lease are stated at carrying values (see Note 6 to our consolidated financial statements for our vessels and Note 7 to our consolidated financial statements for the vessel held under finance lease included elsewhere in this annual report).
- (2) Indicates vessels for which we recorded an impairment loss of \$162.1 million in the aggregate for the year ended December 31, 2019.
- (3) The construction of these vessels was completed on the acquisition date.
- (4) The market value of each vessel individually, and all vessels in the aggregate, exceeds the carrying value of that vessel, and all vessels in the aggregate, as of December 31, 2018 and December 31, 2019.
- (5) The vessels were built in 2010.
- (6) The vessels were built in 2006.
- (7) The vessels were built in 2007.
- (8) Indicates vessels for which, as of December 31, 2019, the basic charter-free market value is lower than the vessel's carrying value. After the impairment recognition of \$162.1 million, the aggregate carrying value of these vessels exceeds their aggregate basic charter-free market value by \$274.0 million as of December 31, 2019. The values in use for each of the *GasLog Savannah*, the *GasLog Singapore*, the *GasLog Seattle*, the *Solaris*, the *GasLog Saratoga*, the *Methane Julia Louise*, the *Methane Becki Anne*, the *GasLog Salem*, the *GasLog Genoa*, the *GasLog Hong Kong* and the *GasLog Gladstone* were higher than the respective carrying amount of these vessels and, consequently, no impairment loss was recognized.

As of December 31, 2019, the carrying amounts of each of the six Steam vessels (the *Methane Rita Andrea*, the *Methane Jane Elizabeth*, the *Methane Lydon Volney*, the *Methane Alison Victoria*, the *Methane Shirley Elisabeth* and the *Methane Heather Sally*), of eight TFDE vessels (the *GasLog Savannah*, the *GasLog Singapore*, the *GasLog Seattle*, the *Solaris*, the *GasLog Saratoga*, the *GasLog Salem*, the *Methane Julia Louise* and the *Methane Becki Anne*) and three X-DF vessels (the *GasLog Genoa*, the *GasLog Gladstone* and the *GasLog Hong Kong*) were higher than the charter free market values estimated by ship brokers. We concluded that this, together with certain other events and circumstances such as the lack of liquidity in the market for term employment for Steam vessels and reduced expectations for the estimated rates at which such term employment could be secured, and together with the continued addition of modern, larger and more fuel efficient LNG carriers to the global fleet, indicated the existence of potential impairment of these vessels. As a result, we performed an impairment assessment for these vessels by comparing their values in use, being the discounted projected net operating cash flows for these vessels to their carrying values. The assumptions that we used in its discounted projected net operating cash flow analysis included, among others, utilization, operating revenues, voyage expenses and commissions, dry-docking costs, operating expenses (including management costs), residual values and the discount rate. The key assumptions, being those to which the outcome of the impairment assessment is most sensitive, are the estimate of charter rates for non-contracted revenue days and the discount rate.

Revenue assumptions were based on contracted time charters up to the end of the current contract for each vessel, as well as the estimated average time charter rates for the remaining life of the vessel after the completion of its current contract. The revenue assumptions exclude days of scheduled off-hire based on the fleet's historical performance and internal forecasts. The estimated daily time charter rates used for non-contracted revenue days after the completion of the current time charter are based on a combination of (i) recent charter market rates, (ii) conditions existing in the LNG market as of December 31, 2019, (iii) historical average time charter rates, based on publications by independent third party maritime research services ("maritime research publications"), (iv) estimated future time charter rates, based on maritime research publications that provide such forecasts and (v) our internal assessment of long-term charter rates achievable by each class of vessel. See Note 2 to our consolidated financial statements included elsewhere in this report.

Recognizing that the LNG industry is cyclical and subject to significant volatility based on factors beyond our control, management believes that the use of the revenue estimates discussed above to be reasonable as of the reporting date. We have assumed no inflation nor any other revenue escalation or growth factors in determining forecasted time charter rates beyond the contracted charter period through the end of a vessel's useful life, consistent with long-run historical evidence.

We used an annual operating expenses escalation factor equal to 1% based on its historical data and experience, as well as expectations of future inflation and operating and dry-docking costs. Estimates for the remaining useful lives of the current fleet and residual and scrap values are the same as those used for our depreciation policy. All estimates used and assumptions made were in accordance with our internal budgets and historical experience of the shipping industry.

In our impairment assessment, the rate used to discount future estimated cash flows to their present values was approximately 6.5% to 7.25% as of December 31, 2019 (7.5% as of December 31, 2018). This was based on an estimated weighted average cost of capital calculated using cost of equity and cost of debt components, adjusted also for vessel-specific risks and uncertainties.

As a result of its impairment assessment, the Group recognized a non-cash impairment loss of \$162.1 million for its six Steam vessels built in 2006 and 2007 and determined there was no impairment of the remaining vessels.

In connection with the impairment testing of our vessels as of December 31, 2019, for the 17 vessels with carrying amounts higher than the estimated charter-free market value, we performed a

sensitivity analysis on the average re-chartering hire rate used to forecast future cash flows for non-contracted days which is the most difficult, subjective, or complex assumption that has the potential to affect the outcome of the impairment exercise. The following table summarizes the average results of the sensitivity analysis that we performed for the TFDE and X-DF vessels for which no impairment loss was recognized.

<u>Propulsion</u>	<u>Average re-chartering hire rate used⁽¹⁾</u>	<u>Average break- even re-chartering hire rate⁽²⁾</u>	<u>Variance (Amount)</u>	<u>Variance (%)</u>
TFDE	\$ 64,971	\$ 58,385	\$ 6,586	11%
X-DF	\$ 75,000	\$ 47,106	\$ 27,894	59%

- (1) The average re-chartering hire rate used in our impairment testing is the average re-chartering rate based on which we estimated the revenues for the remaining useful life of the respective vessels after the expiry of their contracted periods.
- (2) The average break-even re-chartering hire rate is the average of the contracted charter rate that, if used in the discounted projected net operating cash flows of the impairment testing after the expiry of each vessel's contracted period, would result in discounted total cash flows being equal to the carrying value of the vessels.

Recent Accounting Pronouncements

See Note 2 to our consolidated financial statements included elsewhere in this report.

C. Research and Development, Patents and Licenses, etc.

From time to time we incur expenditures relating to inspections for acquiring new vessels. Such expenditures are insignificant and are expensed as they are incurred.

D. Trend Information

See "Item 5. Operating and Financial Review and Prospects—Overview—Industry Overview and Trends".

E. Off-Balance Sheet Arrangements

As of December 31, 2019, we do not have any transactions, obligations or relationships that should be considered off-balance sheet arrangements.

F. Tabular Disclosure of Contractual Obligations

Our contractual obligations as of December 31, 2019 were:

	Payments Due by Period				
	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
(Expressed in thousands of U.S. dollars)					
Borrowing obligations	3,198,311	268,090	1,557,232	638,491	734,498
Interest on borrowing obligations and swaps ⁽¹⁾	495,658	114,453	202,764	102,082	76,359
Loan commitments	4,814	4,076	722	16	—
Lease obligations ⁽²⁾	296,122	19,409	38,803	37,020	200,890
Shipbuilding contracts	1,113,035	801,845	311,190	—	—
Acquisition of long lead items ("LLIs")	17,625	17,625	—	—	—
Purchase of depot spares ⁽³⁾	7,340	7,340	—	—	—
Total	5,132,905	1,232,838	2,110,711	777,609	1,011,747

- (1) Our interest commitment on long-term debt is calculated based on an assumed average applicable interest rate ranging from 3.31% to 4.46%, which takes into account average LIBOR of 2.08%, and the applicable margin spreads in our various debt agreements.
- (2) Lease obligations related to lease liabilities of the vessel (the *Methane Julia Louise*), various properties, vessel communication equipment and certain printers and exclude future lease charges of \$91.2 million.
- (3) Following the acquisition of the eight vessels from MSL, GasLog through its subsidiaries is guarantor for the acquisition from MSL of depot spares with an aggregate value of \$8.0 million of which depot spares with value \$0.7 million have been acquired as of December 31, 2019. The remaining spares are expected to be acquired before March 31, 2020.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following table sets forth information regarding our directors and executive officers. The business address of each of our executive officers and directors listed below is 69 Akti Miaouli, 18537 Piraeus, Greece. Our telephone number at that address is +30 210 459 1000. Members of our board of directors are elected annually, and each director elected holds office for a one-year term. The following directors have been determined by our board of directors to be independent under the standards of the NYSE and the rules and regulations of the SEC: David P. Conner, Dennis M. Houston, Donald J. Kintzer, Anthony S. Papadimitriou, Bruce L. Blythe and Julian R. Metherell.

Officers are elected from time to time by vote of our board of directors and hold office until a successor is elected.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Peter G. Livanos	61	Chairman and Director
Paul A. Wogan	57	Chief Executive Officer and Director
Bruce L. Blythe	75	Director
David P. Conner	71	Director
Dennis M. Houston	68	Vice Chairman and Director
Donald J. Kintzer	72	Director
Julian R. Metherell	56	Director
Anthony S. Papadimitriou	64	Director
Graham Westgarth	65	Director
Alastair Maxwell	56	Chief Financial Officer
Paolo Enoizi ⁽¹⁾	47	Chief Operating Officer

(1) Mr. Enoizi was appointed Chief Operating Officer on September 17, 2019.

Certain biographical information about each of these individuals is set forth below.

Peter G. Livanos is our Chairman and a member of our board of directors. Mr. Livanos founded our subsidiary GasLog LNG Services in 2001 and has been a director of our subsidiary GasLog Partners since the closing of its initial public offering in May 2014. He has served as our Chairman since the Company was incorporated in July 2003 and he held the role of chief executive officer ("CEO") from January 2012 until January 2013. Mr. Livanos is the chairman and sole shareholder of Ceres Shipping, an international shipping group. He also serves as chairman of several of Ceres Shipping's subsidiaries, including DryLog Ltd., a company engaged in dry bulk shipping investments. In 1989 Mr. Livanos formed Seachem Tankers Ltd., which in 2000 combined with Odfjell ASA (later renamed Odfjell SE). He served on the board of directors of Odfjell SE until 2008. Mr. Livanos was appointed to the board of directors of Euronav NV, an independent owner and operator of oil tankers in 2005 and served until December 2015. Between April 2009 and July 2014 he was appointed Vice-Chairman of Euronav NV and from July 2014 to December 2015 he served as its Chairman. Mr. Livanos is a graduate of Columbia University.

Paul A. Wogan has served as our CEO since January 2013 and has been a member of our board of directors since our annual general meeting in May 2015. From 2008 until February 2012, Mr. Wogan served as senior independent director of Clarkson PLC. From 2000 to 2008, Mr. Wogan worked for Teekay Corporation, where from November 2003 to March 2008 he served as president of Teekay Tanker Services, with responsibility for the company's fleet of crude and product tankers. Prior to joining Teekay Corporation, Mr. Wogan served as chief executive officer of Seachem Tankers Ltd. Mr. Wogan is also a director of The United Kingdom Mutual Steam Ship Assurance Association (Europe) Limited and from 2009 to 2014 was a non-executive director of Sure Wind Marine Ltd., a company that owns and operates vessels that provide services to the offshore wind industry. Mr. Wogan is a graduate of Exeter University and has an MBA from Cranfield School of Management.

Bruce L. Blythe has been a member of our board of directors since October 2011. Mr. Blythe has been involved in the shipping industry for over 25 years, having served as an advisor to the Livanos family since 1994. For over 30 years, Mr. Blythe served as an advisor on finance and strategy to the chairman and chief executive officer of Ford Motor Company and to the Ford family, and prior to his service as an advisor he was employed in various strategic and financial positions at Ford Motor Company. Mr. Blythe serves as a director of Ceres Shipping, our largest shareholder, is a director of DryLog Ltd. and Vice-Chairman of the Ceres Group. Mr. Blythe holds an M.B.A. in finance and transportation and a B.A. in business administration from Pennsylvania State University.

David P. Conner has been a member of our board of directors since the 2016 AGM. Mr. Conner has a long history in the banking industry, most recently as chief executive officer of OCBC Bank Ltd. in Singapore from 2002 to 2012. Prior to OCBC, Mr. Conner worked for Citibank for 26 years. Until August 2014, Mr. Conner served as a director on the board of OCBC Bank Ltd., where he also sat on the executive committee and risk management committee. He was also a member of the board of directors of GasLog Partners and its audit committee until May 2016. Mr. Conner is also active with the board of trustees of Washington University in St. Louis where he chairs the medical finance committee. On January 1, 2016, Mr. Conner was appointed a director of Standard Chartered Bank plc. where he chairs the risk committee and sits on the audit committee, financial crime risk committee and governance and nominating committee. Mr. Conner received a Bachelor of Arts degree from Washington University in St. Louis in 1974 and an M.B.A. from Columbia University Business School in 1976.

Dennis M. Houston has been a member of our board of directors since June 2013 and has served as our Vice-Chairman and senior independent director since May 2016. At the time he joined our board, Mr. Houston had approximately 40 years of experience in the downstream sector of the oil and gas industry. Mr. Houston retired from Exxon Mobil on May 31, 2010, after over 35 years with Exxon and then Exxon Mobil. His positions at retirement were Executive Vice President Refining & Supply Company, Chairman and President of ExxonMobil Sales & Supply LLC, and Chairman of Standard Tankers Bahamas Limited. Mr. Houston serves as a director of Suncor Energy Inc., Argus Media Limited L.L.C. and ABS Group. Mr. Houston also sits on the board of the Onassis Foundation and is Honorary Counsel for Liechtenstein to the U.S. (Texas Region). He holds a B.S. in Chemical Engineering from the University of Illinois and an Honorary Doctorate of Public Administration Degree from Massachusetts Maritime Academy.

Donald J. Kintzer has been a member of our board of directors since November 2014. He is a retired partner of PricewaterhouseCoopers LLP, or "PwC", having retired in 2008 after an association of over 31 years. He was admitted to the partnership in 1988 and served in various roles and locations during his career. Mr. Kintzer is a member of the board of directors of California Bank of Commerce and a member of the board of governors of Lawrence Livermore National Security, LLC. He was also a member of the board of directors of GasLog Partners and its audit committee until March 2015, and served as a member of its conflicts committee until his appointment to our board in November 2014 and as audit committee chairman until March 2015. He is a certified public accountant (inactive) and a member of the American Institute of Certified Public Accountants and the California Society of CPAs. Mr. Kintzer received an A.B. from Lafayette College and an M.B.A. from Pennsylvania State University. Prior to graduate school, Mr. Kintzer served as an officer in the United States Air Force. Mr. Kintzer was appointed chairman of our Audit & Risk Committee in March 2015.

Julian R. Metherell has been a member of our board of directors since October 2011. Mr. Metherell was the chief financial officer and a director of Genel Energy plc, a leading independent oil and gas exploration and production company operating in the Kurdistan Region of Iraq. Genel Energy plc is the successor to Vallares Plc, a publicly listed acquisition company which Mr. Metherell co-founded in April 2011. From 1999 to 2011, Mr. Metherell was a partner at The Goldman Sachs Group, Inc., where he served as chief executive officer of the UK investment banking division. Prior to joining Goldman Sachs, Mr. Metherell was a director in the European energy group at Dresdner Kleinwort, a London-based investment bank. Mr. Metherell is a graduate of Manchester University, where he received a B.Sc. degree, and of Cambridge University, where he received an M.B.A.

Anthony S. Papadimitriou has been a member of our board of directors since November 2011, when he was designated by the Onassis Foundation to serve as one of our directors. Mr. Papadimitriou is the Founding partner of the law firm A.S. Papadimitriou and Partners, of which he was the Managing Partner from 1990 to 2018. From 1986 until 2005, Mr. Papadimitriou served as legal counsel for Olympic Shipping & Management S.A, an affiliate of the Onassis Foundation, and since 1995 he has been the coordinator of the Executive Committee of the commercial activities controlled by the Onassis Foundation. In addition, Mr. Papadimitriou has been a member of the board of directors of the Alexander S. Onassis Public Benefit Foundation since 1988, serving as the president of the Board since 2005. Mr. Papadimitriou is a graduate of the Athens University Law School and holds a postgraduate degree in maritime and transport law from the University of Aix-en-Provence, a B.Sc. from the London School of Economics and a Ph.D. from the National and Kapodistrian University of Athens. Mr. Papadimitriou was appointed to the Board of GasLog Partners in May 2015 and stepped down on January 31, 2019.

Graham Westgarth served as our chief operating officer ("COO") from June 2013 to May 2017 and COO of our subsidiary, GasLog Partners, from its inception to May 2017. In May 2017, Mr. Westgarth was appointed to our Board of Directors. He previously served as our Executive Vice President, Operations and Strategy, from January 2013 until June 2013. From 1999 through 2012, Mr. Westgarth was a member of the Senior Leadership team of Teekay Shipping, most recently serving as executive vice president of innovation, technology and projects of Teekay Shipping, which included commercial and operational responsibility for a number of floating storage and offloading vessels. From 2001 to 2010, Mr. Westgarth served as president of Teekay Marine Services with responsibility for 5,000 sea and shore staff and the technical management of 200 vessels. During this period he also served as chief executive officer of Teekay Petrojarl following its acquisition by Teekay Corporation. Mr. Westgarth was the chairman of INTERTANKO, an industry organization, which represents 80.0% of the world's independent tanker owners and operators between 2009 and 2014. Mr. Westgarth also sits on the boards of V.Group and is the Chairman of the ABS UK Advisory Committee. He is an ex-Master Mariner and graduate of the Columbia University Senior Executive Development Program.

Alastair Maxwell joined GasLog on February 1, 2017 and was appointed Chief Financial Officer ("CFO") on March 9, 2017. He was appointed CFO of GasLog Partners on the same date. Prior to joining GasLog, Mr. Maxwell worked in the investment banking industry for 29 years, most recently with Goldman Sachs & Co. LLC from 2010 to 2016 where he was a Partner and Co-Head of the Global Energy Group with responsibility for relationships with a wide range of corporate and other clients in the energy sector. Previously, from 1998 to 2010, he was with Morgan Stanley, most recently as Managing Director and Head of Energy in the EMEA region based in London, and prior to that as Executive Director and Head of Latin America Utilities based in New York. From 1987 to 1998, he was at Dresdner Kleinwort Benson in a series of roles in the Utilities and M&A Groups based in London, Spain and Brazil. Mr. Maxwell studied Modern Languages (Spanish and Portuguese) at Worcester College, Oxford. Mr. Maxwell has served as an independent director of The Drilling Company of 1972 A/S ("Maersk Drilling") since April 2019.

Paolo Enoizi joined GasLog in August 2019 and was appointed Chief Operating Officer ("COO") in September 2019. He was appointed COO of GasLog Partners on the same date. Prior to joining GasLog, Mr. Enoizi was most recently Managing Director of Stolt Tankers BV Rotterdam, a subsidiary of Stolt Nielsen Limited, where he was responsible for the operation of over 100 chemical tankers, 200 people ashore and over 4,000 seafarers. Mr. Enoizi's previous roles also included Director of Technical & Innovation and General Manager of Newbuilding & Technical. Whilst at Stolt Nielsen, Mr. Enoizi led major business transformations, integration of company acquisitions and operational improvement initiatives in areas such as process optimisation, cost reductions, digitalisation and business intelligence. Prior to joining Stolt Nielsen in 2008, Mr. Enoizi was Managing Director of a family-owned ship management company. Mr. Enoizi is a director of HiLo Maritime Risk Management

Limited, a not for profit joint industry initiative which uses a predictive mathematical model to enhance shipping industry safety. Mr. Enoizi has a Masters degree in Naval Architecture and Marine Engineering from the University of Genova.

Board Leadership Structure

Our board leadership structure consists of our Chairman, the vice chairman/ senior independent director and the chairmen of our board committees. Our operational management is headed by our CEO. Mr. Wogan, as CEO, is responsible for the day-to-day operations of the Company, which includes decisions relating to the Company's general management and control of its affairs and business and works with our board in developing our business strategy. The board of directors does not have a policy mandating that the roles of CEO and Chairman be held by separate individuals, but believes that the separation of such roles at this time is appropriate and beneficial to shareholders.

Dennis M. Houston, who serves as our senior independent director, acts as a liaison to facilitate communication between independent directors and our Chairman to ensure that the board functions in an effective manner.

B. Compensation of Directors and Senior Management

Our non-executive directors receive:

- an annual fee of \$132,000;
- an additional annual fee of \$20,000 to the senior independent director;
- additional annual fees of \$100,000 to the chairman of the board, \$30,000 to the vice-chairman of the board \$50,000 to the chairman of the audit and risk committee and \$20,000 to the chairmen of the compensation committee and Safety and Sustainability committee; and
- additional annual fees of \$25,000 to each member of the audit and risk committee and \$20,000 to each member of the compensation committee and Safety and Sustainability committee (in each case other than the chairmen of such committees); and

The aggregate annual fees paid to non-executive directors in 2019 was \$1.7 million.

The board of directors may determine that a portion of the above fees will be paid in shares rather than cash.

In addition, our directors receive reimbursement for their out-of-pocket expenses including travel costs. We do not have any service contracts with our directors that provide for benefits upon termination of their services.

For 2019, our executive officers were Paul Wogan, Alastair Maxwell, Richard Sadler (COO to September 17, 2019) and Paolo Enoizi (COO from September 17, 2019 onwards). Compensation for our executive officers in 2019 consisted of base salary and employee benefits that are generally provided to employees, including eligibility to receive a cash incentive bonus pursuant to our Management Incentive Plan, or "MIP". The MIP provides all shore-based personnel (which includes our executive officers) an opportunity to earn a cash incentive payment based on a target percentage of the participant's annual base salary, subject to the achievement of pre-established individual and Company performance objectives, as well as a component based on Company discretion. Each participant's target percentage of annual base salary and the weightings assigned to the individual and Company performance objectives and the Company discretionary component are dependent on the participant's organization (band) level. No amounts will be paid under the MIP to any participant who fails to achieve 50.0% of his or her target individual performance objectives. In 2019, the Company performance objectives were measured against three equally-weighted key business indicators ("KBI"):

The Financial KBI is measured against a Free Cash Flow per Share target and an Absolute Return on Invested Capital target; the Operational KBI is defined by a basket of operational KBIs including Fleet Uptime, Vetting Performance and Terminal Feedback targets; and three-year rolling average Relative Total Shareholder Return performance compared to a peer group. In addition, Company performance is evaluated against a safety factor based on Personal Safety, Significant Incidents and Leading Indicators, in which falling short of the safety target may result in a corresponding reduction of the Company performance payout factor. Under the individual and Company performance objectives, stretch goals are established which determine the level of pay-out. The Board may exercise discretion to increase an individual's payment to no more than 200.0% of his or her target payout. The amounts paid to our executive officers in 2019 pursuant to the MIP were determined based on the following weightings: individual performance (30.0%), Company performance (50.0%) and Company discretion (20.0%).

The aggregate amount of cash compensation, including cash incentive compensation, paid to our executive officers for the year ended December 31, 2019 was \$3.16 million.

In addition, our executive officers received equity-based compensation awards in accordance with the 2013 Omnibus Incentive Compensation Plan, or the "Plan", and also received awards via the GasLog Partners LP 2015 Long-Term Incentive Plan or the "the GasLog Partners LTIP Plan". On April 1, 2019, we granted our executive officers an aggregate of 109,131 stock options and 35,949 restricted stock units under the Plan. Additionally, on August 20, 2019 we granted an extra aggregate of 27,132 stock options and 7,410 shares of restricted stock. Furthermore, on April 1, 2019, we granted our executive officers an aggregate of 6,164 restricted stock units and 6,164 phantom performance common units under the GasLog Partners Plan. The aggregate fair value for all equity compensation granted in 2019 is \$1.75 million. At the time of grant, the stock options had an exercise price per share of \$17.79 (\$12.34 for the August grant) which was subsequently adjusted to \$17.41 (\$11.96 for the August grant) on December 16, 2019 in response to the announcement of an extraordinary dividend of \$0.38 and will vest in three equal annual installments, beginning on the first anniversary of the grant date, subject to the recipient's continued service. The restricted stock units vest on the third anniversary of the grant date, subject to the recipient's continued service. Vesting of the phantom performance common units is also subject to the achievement of certain performance targets. The stock options, the restricted stock units and the phantom performance common units may be settled in cash or common shares, or a combination thereof, at our discretion. We generally determine during the March meeting of the board of the directors each year which individuals, if any, will be eligible to receive equity-based compensation awards under the Plan for such year and the amount of awards each participant will be eligible to receive. In addition, we intend to grant such awards on April 1 of such year (or, should April 1 of such year fall on a weekend or bank holiday, on the first business day thereafter).

We did not set aside or accrue any amounts in the year ended December 31, 2019 to provide pension, retirement or similar benefits to our directors or executive officers.

C. Board Practices

Our board of directors consists of nine members. The board of directors may change the number of directors to not less than three, nor more than fifteen. Each director shall be elected to serve until the next annual meeting of shareholders or until his successor is elected or appointed, except in the event of removal, death, disability, disqualification or resignation. A vacancy on the board created by removal, death, disability, disqualification or resignation of a director, or as a result of an increase in the size of the board, may be filled by the shareholders or by the board of directors.

We are a "foreign private issuer" under the securities laws of the United States and the rules of the NYSE. Under the securities laws of the United States, "foreign private issuers" are subject to different disclosure requirements than U.S. domiciled registrants, as well as different financial reporting

requirements. Under the NYSE rules, a "foreign private issuer" is subject to less stringent corporate governance requirements. Subject to certain exceptions, the rules of the NYSE permit a "foreign private issuer" to follow its home country practice in lieu of the listing requirements of the NYSE, including (i) the requirement that a nominating/corporate governance committee be established and (ii) the requirement of an annual performance evaluation of the compensation committee. We do not have a separate nominating/corporate governance committee and we complete biennial performance evaluation of the compensation committee. As a result, non-independent directors may, among other things, participate in resolving governance issues regarding our Company. Accordingly, in the future you may not have the same protections afforded to shareholders of companies that are subject to all of the NYSE corporate governance requirements.

Our board of directors meets regularly throughout the year. In 2019, the board met 11 times. As part of our board meetings, our independent directors meet without the non-independent directors in attendance. In addition, the board regularly holds sessions without the CEO and executive officers present.

Committees of the Board of Directors

Audit and Risk Committee

Our audit and risk committee consists of Messrs. Conner, Houston and Kintzer with Mr. Kintzer serving as the committee chairman. Our board of directors has affirmatively determined that each of these individuals meets the definition of "independent director" for purposes of serving on an audit committee under applicable SEC and NYSE rules. Mr. Conner and Mr. Kintzer each qualifies as an "audit committee financial expert". The audit and risk committee is responsible for:

- the appointment and compensation (subject to any required shareholder approval or authorization) and retention and oversight of independent auditors and determining whether any non-audit services will be performed by such auditor;
- assisting the board of directors in overseeing our financial reporting process, the integrity of our financial statements, the independent auditors' qualifications, independence and performance, the performance of our internal audit and financial risk management groups and our compliance with legal and regulatory requirements;
- annually reviewing the independent auditors' report describing the auditing firm's internal quality-control procedures, and any material issues raised by the most recent internal quality-control review, or peer review, of the auditing firm;
- discussing with management and the independent auditors, and making recommendations to our board regarding the approval of, the annual audited financial statements and any periodic financial statements;
- discussing earnings press releases, as well as financial information and earnings guidance provided to analysts and rating agencies, with management and the independent auditors;
- discussing policies with respect to financial risk assessment and risk management and monitoring our financial risk and risk management systems;
- meeting periodically and separately with management, our internal audit group and the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's responses;
- setting clear hiring policies for employees or former employees of the independent auditors;

- annually reviewing the adequacy of the audit and risk committee's written charter;
- periodically reviewing the budget, responsibilities and organizational structure of the internal audit department;
- establishing procedures for the consideration of all related-party transactions, including matters involving potential conflicts of interest;
- reporting regularly to the full board of directors; and
- handling such other matters that are specifically delegated to the audit and risk committee by the board of directors from time to time.

Compensation Committee

Our compensation committee consists of Messrs. Blythe, Papadimitriou and Metherell, with Mr. Blythe serving as the committee chairman. The compensation committee is responsible for:

- making recommendations to the full board of directors with respect to the compensation of directors, senior management, the head of internal audit and other managerial employees reporting to the CEO;
- overseeing and making recommendations to the full board of directors with respect to any of the Company's long-term incentive plans, including any equity-based compensation plans to be adopted; and
- handling such other matters that are specifically delegated to the compensation committee by the board of directors from time to time.

Safety and Sustainability Committee (formerly the HSSE Committee)

Our Safety and Sustainability committee consists of Messrs. Metherell, Livanos and Westgarth, with Mr. Metherell serving as the committee chairman. The Safety and Sustainability committee is responsible for:

- overseeing and reviewing on an annual basis the Company's key policies in relation to safety and sustainability (including those relating to operational risks);
- reviewing the Company's compliance with relevant legislation, regulation and recommendations for safety and sustainability in all operational areas;
- ensuring the appropriate training is provided for employees in relation to safety and sustainability;
- receiving reports from management relating to any serious accidents or fatalities and reviewing recommended actions to be taken by management in connection therewith; and
- monitoring the integrity and effectiveness of the non-financial statements of the Company and any other formal communications relating to the Company's performance in safety and sustainability.

Senior Independent Director

Mr. Houston, an independent director, currently serves as our senior independent director. Our senior independent director is responsible for:

- presiding at board and shareholder meetings if the Chairman of the board is absent;

- meeting with the other members of the board without the Chairman present on at least an annual basis in order to evaluate and appraise the performance of the Chairman;
- chairing meetings of the Board when considering succession to the role of the Chairman of the board;
- chairing meetings of our independent directors;
- liaising with management and reporting to the Board on corporate governance and nominating matters;
- acting as a liaison, if required, to facilitate communication between independent directors and our Chairman, Chief Executive Officer and any member of senior management; and
- performing such other functions as the board may direct or request from time to time.

Corporate Governance

The board of directors and our Company's management engage in an ongoing review of our corporate governance practices in order to oversee our compliance with the applicable corporate governance rules of the NYSE and the SEC.

We have adopted a Code of Business Conduct and Ethics for all directors, officers, employees and agents of the Company.

This document and other important information on our governance are posted on our website and may be viewed at <http://www.gaslogltd.com>. The information contained on or connected to our website is not a part of this annual report. We will also provide a paper copy of any of these documents upon the written request of a shareholder at no cost. Shareholders may direct their requests to the attention of our General Counsel, c/o GasLog LNG Services Ltd., 69 Akti Miaouli, 18537 Piraeus, Greece.

Exemptions from NYSE Corporate Governance Rules

Because we qualify as a foreign private issuer under SEC rules, we are permitted to follow the corporate governance practices of Bermuda (the jurisdiction in which we are incorporated) in lieu of certain NYSE corporate governance requirements that would otherwise be applicable to us. The NYSE rules do not require foreign private issuers like us to establish a nominating/corporate governance committee. Similarly, under Bermuda law, we are not required to have a nominating/corporate governance committee. Accordingly, we do not have a nominating/corporate governance committee.

D. Employees

As of December 31, 2019, we had 163 full-time employees and contractors based in our offices in Greece, Monaco, London, Stamford Connecticut, Singapore and the newbuildings site in South Korea. In addition to our shore-based employees and contractors, we had approximately 1,654 seafaring staff serving on our owned and managed ships. These seafarers are retained through crewing agencies based in Ukraine, the Philippines and Spain or, in the case of Greek seafarers, through direct hire. As we take delivery of our newbuildings, we expect to recruit a significant number of additional seafarers qualified to staff and operate our new ships, as well as a small number of additional shore-based personnel. We intend to focus our seafarer hiring efforts in the Ukraine, the Philippines and Spain, where we have crewing agency agreements in place, and in Greece.

LNG marine transportation is a specialized area requiring technically skilled officers and personnel with specialized training. Attracting and retaining motivated, well-qualified seagoing and shore-based personnel is a top priority, and we offer our people competitive compensation packages and training and development opportunities. In addition, we provide intensive onboard training for our officers and

crews to instill a culture focused on the highest operational and safety standards. As a result, we have historically enjoyed high retention rates. In 2019, our retention rate was 97% for senior seagoing officers, 93% for other seagoing officers and 94% for shore staff.

Although we have historically experienced high employee retention rates, the demand for technically skilled officers and crews to serve on LNG carriers and FSRU vessels, and for shore-based employees with experience of operating and managing LNG vessels, has been increasing as the global fleet of LNG vessels continues to grow. This increased demand has and may continue to put inflationary cost pressure on ensuring qualified and well-trained crew are available to GasLog. However, we expect that the impact of cost increases would be mitigated to some extent by certain provisions in some of our time charters, including automatic periodic adjustment and cost review provisions.

E. Share Ownership

The common shares beneficially owned by our directors and executive officers and/or entities affiliated with these individuals is disclosed in "Item 7. Major Shareholders and Related Party Transactions—A. Major Shareholders" below. For information regarding arrangements for involving the employees in the capital of the Company, see "Item 6. Directors, Senior Management and Employees—B. Compensation of Directors and Senior Management".

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table sets forth certain information regarding the beneficial ownership of our outstanding common shares as of March 2, 2020 held by:

- each of our executive officers;
- each of our directors;
- all our directors and officers as a group; and
- each holder known to us to beneficially own 5.0% or more of our shares;

Beneficial ownership is determined in accordance with SEC rules. Percentage computations are based on 80,547,751 common shares outstanding as of March 2, 2020. Each issued and outstanding common share will entitle the shareholder to one vote. Information for certain holders is based on their latest filings with the SEC or information delivered to us. Except as noted below, the address of

all shareholders, officers and directors identified in the table and the accompanying footnotes below is in care of our principal executive offices.

Name of Beneficial Owner	Common Shares Beneficially Owned	
	Number	Percent
Directors and officers		
Peter G. Livanos ⁽¹⁾	32,774,566	40.7%
Paul A. Wogan	*	*
Bruce L. Blythe	940,000	1.2%
David P. Conner	*	*
Paolo Enoizi	*	*
Dennis M. Houston	*	*
Donald J. Kintzer	*	*
Alastair J.C. Maxwell	*	*
Julian R. Metherell	*	*
Anthony S. Papadimitriou	*	*
Graham Westgarth	*	*
All directors and officers as a group	34,037,810	42.3%
Other 5.0% beneficial owners		
Alexander S. Onassis Foundation ⁽²⁾	7,164,904	8.9%

(1) By virtue of common shares held (a) directly, (b) indirectly through Blenheim Holdings, in which Mr. Livanos has a majority ownership interest, (c) indirectly through several entities whose share capital is owned by Mr. Livanos and (d) by several entities of which Mr. Livanos and/or members of his family are beneficiaries and for which Mr. Livanos serves as an officer and/or a board member. Mr. Livanos disclaims beneficial ownership of the shares held by the entities referenced in (d). Mr. Livanos can effectively control the Company through direct and indirect ownership interests. Mr. Livanos's ownership interest changed in connection with the purchase by Blenheim Holdings of certain outstanding manager shares in January 2012, a transfer by Blenheim Holdings of 657,090 shares to one of its minority shareholders in March 2014 in exchange for such shareholder's interest in Blenheim Holdings, and the vesting of 30,527 Restricted Stock Units in April 2017.

(2) By virtue of common shares held indirectly through its wholly owned subsidiary, Olympic LNG Investments Ltd. A portion of the shares were acquired from the Company in a private placement in January 2014. The Alexander S. Onassis Public Benefit Foundation is the sole beneficiary of the assets and income of the Onassis Foundation, and as a result may be deemed to have indirect beneficial ownership of the shares.

* Less than 1.0%.

In March 2012, we completed a registered public offering of our common shares and our common shares began trading on the NYSE. Our major shareholders have the same voting rights as our other shareholders. As of February 24, 2020, we had approximately 10,621 shareholders.

B. Related Party Transactions

Relationship with GasLog Partners

GasLog Partners was formed by us in January 2014 to acquire, own and operate LNG carriers engaged in LNG transportation under long-term charters, which we define as charters of five full years or more. In May 2014, the Partnership completed its initial public offering and its common units began trading on the NYSE. The Partnership conducts its operations through its vessel-owning subsidiaries and as of March 2, 2020, had a fleet of 15 LNG carriers. As of March 2, 2020, we hold a 35.6% ownership interest in the Partnership and, as a result of our ownership of the general partner and the fact that the general partner elects the majority of the Partnership's directors in accordance with the Partnership Agreement, we have the ability to control the Partnership's affairs and policies.

Quarterly Cash Dividends

We are entitled to distributions on our general and limited partner interests in GasLog Partners. These interests consist of common units and general partner interests. GasLog Partners will distribute any available cash from operating surplus for that quarter among the unitholders and the general partner in the following manner, 98.0% to all common unitholders, pro rata, and 2.0% to the general partner.

The percentage interests set forth above assume that the general partner maintains its 2.0% general partner interest and that the Partnership does not issue additional classes of equity securities.

As holder of the 2.0% general partner interest in GasLog Partners, we are entitled to 2.0% of all distributions made by GasLog Partners prior to its liquidation. The general partner, our wholly owned subsidiary, has the right, but not the obligation, to contribute a proportionate amount of capital to GasLog Partners to maintain its 2.0% general partner interest if the Partnership issues additional units.

We received total distributions from GasLog Partners of \$33.8 million in 2019.

Omnibus Agreement

On May 12, 2014, we entered into an omnibus agreement with GasLog Partners and certain of its subsidiaries. The following discussion describes certain provisions of the omnibus agreement.

Noncompetition; Five-Year Vessel Restricted Business Opportunities

Under the omnibus agreement, we have agreed, and have caused our controlled affiliates (other than GasLog Partners, its general partner and its subsidiaries) to agree, not to acquire, own, operate or charter any LNG carrier with a cargo capacity greater than 75,000 cbm engaged in oceangoing LNG transportation under a charter for five full years or more without, within 30 calendar days after the consummation of the acquisition or the commencement of the operations or charter of such a vessel, notifying and offering GasLog Partners the opportunity to purchase such a vessel at fair market value. For purposes of this section, we refer to these vessels, together with any related charters, as "Five-Year Vessels" and to all other LNG carriers, together with any related charters, as "Non-Five-Year Vessels". The restrictions in this paragraph will not prevent us or any of our controlled affiliates (other than GasLog Partners and its subsidiaries) from:

- (1) acquiring, owning, operating or chartering Non-Five-Year Vessels;
- (2) acquiring one or more Five-Year Vessels if we promptly offer to sell the vessel to GasLog Partners for the acquisition price plus any administrative costs (including re-flagging and reasonable legal costs) associated with the transfer to GasLog Partners at the time of the acquisition;
- (3) putting a Non-Five-Year Vessel under charter for five full years or more if we offer to sell the vessel to GasLog Partners for fair market value (x) promptly after the time it becomes a Five-Year Vessel and (y) at each renewal or extension of that charter for five full years or more;
- (4) acquiring one or more Five-Year Vessels as part of the acquisition of a controlling interest in a business or package of assets and owning, operating or chartering those vessels; provided, however, that:
 - (a) if less than a majority of the value of the business or assets acquired is attributable to Five-Year Vessels, as determined in good faith by our board of directors, we must offer to sell such vessels to GasLog Partners for their fair market value plus any additional tax or

other similar costs that we incur in connection with the acquisition and the transfer of such vessels to GasLog Partners separate from the acquired business; and

- (b) if a majority or more of the value of the business or assets acquired is attributable to Five-Year Vessels, as determined in good faith by our board of directors, we must notify GasLog Partners of the proposed acquisition in advance. Not later than 30 days following receipt of such notice, GasLog Partners will notify us if it wishes to acquire such vessels in cooperation and simultaneously with us acquiring the Non-Five-Year Vessels. If GasLog Partners does not notify us of its intent to pursue the acquisition within 30 days, we may proceed with the acquisition and then offer to sell such vessels to GasLog Partners as provided in (a) above;
- (5) acquiring a non-controlling equity ownership, voting or profit participation interest in any company, business or pool of assets;
- (6) acquiring, owning, operating or chartering any Five-Year Vessel if GasLog Partners does not fulfill its obligation to purchase such vessel in accordance with the terms of any existing or future agreement;
- (7) acquiring, owning, operating or chartering a Five-Year Vessel subject to the offers to GasLog Partners described in paragraphs (2), (3) and (4) above pending its determination whether to accept such offers and pending the closing of any offers it accepts;
- (8) providing ship management services relating to any vessel;
- (9) owning or operating any Five-Year Vessel that we owned on the closing date of GasLog Partners' IPO and that was not part of its fleet as of such date; or
- (10) acquiring, owning, operating or chartering a Five-Year Vessel if GasLog Partners has previously advised us that it consents to such acquisition, ownership, operation or charter.

If we or any of our controlled affiliates (other than GasLog Partners, its general partner or its subsidiaries) acquires, owns, operates or charters Five-Year Vessels pursuant to any of the exceptions described above, we may not subsequently expand that portion of our business other than pursuant to those exceptions. However, such Five-Year Vessels could eventually compete with GasLog Partners' vessels upon their re-chartering.

In addition, under the omnibus agreement GasLog Partners has agreed, and has caused its subsidiaries to agree, to acquire, own, operate or charter Five-Year Vessels only. The restrictions in this paragraph will not:

- (1) prevent GasLog Partners or any of its subsidiaries from owning, operating or chartering any Non-Five-Year Vessel that was previously a Five-Year Vessel while owned by GasLog Partners or any of its subsidiaries;
- (2) prevent GasLog Partners or any of its subsidiaries from acquiring Non-Five-Year Vessels as part of the acquisition of a controlling interest in a business or package of assets and owning, operating or chartering those vessels; provided, however, that:
 - (a) if less than a majority of the value of the business or assets acquired is attributable to Non-Five-Year Vessels, as determined in good faith by GasLog Partners, the Partnership must offer to sell such vessels to us for their fair market value plus any additional tax or other similar costs that GasLog Partners incurs in connection with the acquisition and the transfer of such vessels to us separate from the acquired business; and
 - (b) if a majority or more of the value of the business or assets acquired is attributable to Non-Five-Year Vessels, as determined in good faith by GasLog Partners, the Partnership

must notify us of the proposed acquisition in advance. Not later than 30 days following receipt of such notice, we must notify GasLog Partners if we wish to acquire the Non-Five-Year Vessels in cooperation and simultaneously with GasLog Partners acquiring the Five-Year Vessels. If we do not notify GasLog Partners of our intent to pursue the acquisition within 30 days, the Partnership may proceed with the acquisition and then offer to sell such vessels to us as provided in (a) above;

- (3) prevent GasLog Partners or any of its subsidiaries from acquiring, owning, operating or chartering any Non-Five-Year Vessels subject to the offer to us described in paragraph (2) above, pending our determination whether to accept such offer and pending the closing of any offer we accept; or
- (4) prevent GasLog Partners or any of its subsidiaries from acquiring, owning, operating or chartering Non-Five-Year Vessels if we have previously advised the Partnership that we consent to such acquisition, ownership, operation or charter.

If GasLog Partners or any of its subsidiaries acquires, owns, operates or charters Non-Five-Year Vessels pursuant to any of the exceptions described above, neither the Partnership nor any subsidiary may subsequently expand that portion of its business other than pursuant to those exceptions.

During the 30-day period after our notice and offer of an opportunity to purchase a Five-Year Vessel, we and GasLog Partners will negotiate in good faith to reach an agreement on the fair market value (and any applicable break-up costs) of the relevant vessel. If we do not reach an agreement within such 30-day period, a mutually-agreed upon investment banking firm, ship broker or other expert advisor will be engaged to determine the fair market value (and any applicable break-up costs) of the relevant vessel and other outstanding terms, and GasLog Partners will have the option, but not the obligation, to purchase the relevant vessel on such terms. GasLog Partners' ability to consummate the acquisition of such Five-Year Vessel from us will be subject to obtaining any consents of governmental authorities and other non-affiliated third parties and to all agreements existing with respect to such Five-Year Vessel. Under the omnibus agreement, we will indemnify GasLog Partners against losses arising from the failure to obtain any consent or governmental permit necessary to own or operate the fleet in substantially the same manner that the vessels were owned and operated by us immediately prior to the Partnership's acquisition of such vessels. See "—Indemnification".

Upon a change of control of GasLog Partners or its general partner, the noncompetition provisions of the omnibus agreement will terminate immediately. Upon a change of control of GasLog, the noncompetition provisions of the omnibus agreement applicable to us will terminate on the date of the change of control. On the date on which a majority of GasLog Partners' directors ceases to consist of directors that were (1) appointed by the Partnership's general partner prior to its first annual meeting of unitholders and (2) recommended for election by a majority of the Partnership's appointed directors, the noncompetition provisions applicable to us shall terminate immediately.

LNG Carrier Purchase Options

Under the omnibus agreement entered into with GasLog Partners and certain of its subsidiaries in connection with the Partnership's initial public offering, GasLog Partners has the option to purchase from us any LNG carrier with a cargo capacity greater than 75,000 cbm engaged in oceangoing LNG transportation under a charter for five full years or more, within 30 calendar days after the consummation of the acquisition or the commencement of the operations or charter of such a vessel.

On January 12, 2018, GasLog entered into a shipbuilding contract with Samsung for Hull No. 2213 that is scheduled to be delivered in the second quarter of 2020. This vessel will now be the vessel to be chartered to Pioneer Shipping Limited, a wholly owned subsidiary of Centrica for an initial period of approximately seven years, as previously announced on October 20, 2016. Within 30 days of the

commencement of the charter of Hull No. 2213, we will be required to offer GasLog Partners the opportunity to purchase the vessel at fair market value as determined pursuant to the omnibus agreement.

On May 30, 2018, we signed an agreement with Centrica for newbuilding Hull No. 2262 to be chartered to Centrica upon delivery in 2020 for an initial term of seven years. Within 30 days of the commencement of the charter of Hull No. 2262, we will be required to offer GasLog Partners the opportunity to purchase the vessel at fair market value as determined pursuant to the omnibus agreement. On August 16, 2018, we signed an agreement with Cheniere for newbuildings Hull Nos. 2300 and 2301 to be chartered to Cheniere upon delivery in 2020 for initial terms of seven years. Furthermore, on December 21, 2018, we signed two additional agreements with Cheniere for newbuildings Hull Nos. 2311 and 2312 to be chartered to Cheniere upon delivery in 2021 for initial terms of seven years. Within 30 days of the commencement of each of the charters, we will be required to offer GasLog Partners the opportunity to purchase the vessel at fair market value as determined pursuant to the omnibus agreement.

On March 15, 2019, we signed an agreement with Endesa for the *GasLog Warsaw* to be chartered to Endesa from May 2021 for an initial term of eight years. Within 30 days of the commencement of the charter of the *GasLog Warsaw*, we will be required to offer GasLog Partners the opportunity to purchase the vessel at fair market value as determined pursuant to the omnibus agreement.

On March 28, 2019, we signed an agreement with JERA for newbuilding Hull No. 2274 to be chartered to JERA upon delivery in 2020 for an initial term of twelve years. Within 30 days of the commencement of the charter of Hull No. 2274, we will be required to offer GasLog Partners the opportunity to purchase the vessel at fair market value as determined pursuant to the omnibus agreement.

On August 27, 2019, we signed an agreement with Sinolam for the *GasLog Singapore* to be chartered to Sinolam from November 2020 for an initial term of ten years. Within 30 days of the commencement of the charter of the *GasLog Singapore*, we will be required to offer GasLog Partners the opportunity to purchase the vessel at fair market value as determined pursuant to the omnibus agreement.

In each case, GasLog Partners' option to purchase is at fair market value as determined pursuant to the omnibus agreement. If we and GasLog Partners are unable to agree upon the fair market value of any of these optional vessels, the respective fair market values will be determined by a mutually acceptable investment banking firm, ship broker or other expert advisor, and GasLog Partners will have the right, but not the obligation, to purchase the vessel at such price. GasLog Partners' ability to consummate the acquisition of such vessels from us will be subject to obtaining any consents of governmental authorities and other non-affiliated third parties and to all agreements existing as of the closing date in respect of such vessels.

On the date on which a majority of GasLog Partners' directors ceases to consist of directors that were (1) appointed by the Partnership's general partner prior to its first annual meeting of unitholders and (2) recommended for election by a majority of the Partnership's appointed directors, the LNG carrier purchase options shall terminate immediately.

Rights of First Offer

Under the omnibus agreement, we and our subsidiaries have granted to GasLog Partners a right of first offer on any proposed sale, transfer or other disposition of any Five-Year Vessels or Non-Five-Year Vessels owned by us. Under the omnibus agreement, GasLog Partners and its subsidiaries have agreed to grant a similar right of first offer to us for any Five-Year Vessels they might own. These rights of first offer will not apply to a (i) sale, transfer or other disposition of vessels between any affiliated

subsidiaries or pursuant to the terms of any current or future charter or other agreement with a charter party or (ii) merger with or into, or sale of substantially all of the assets to, an unaffiliated third party.

Prior to engaging in any negotiation regarding any vessel disposition with respect to a Five-Year Vessel with an unaffiliated third party or any Non-Five-Year Vessel, we or GasLog Partners, as the case may be, will deliver a written notice to the other relevant party setting forth the material terms and conditions of the proposed transaction. During the 30-day period after the delivery of such notice, we and GasLog Partners, as the case may be, will negotiate in good faith to reach an agreement on the transaction. If we do not reach an agreement within such 30-day period, we or GasLog Partners, as the case may be, will be able within the next 180 calendar days to sell, transfer, dispose or re-charter the vessel to a third party (or to agree in writing to undertake such transaction with a third party) on terms generally no less favorable to us or GasLog Partners, as the case may be, than those offered pursuant to the written notice. Our ability to consummate the acquisition of such Five-Year Vessel from GasLog Partners will be subject to obtaining any consents of governmental authorities and other non-affiliated third parties and to all agreements existing in respect of such Five-Year Vessel.

Upon a change of control of GasLog Partners or its general partner, the right of first offer provisions of the omnibus agreement will terminate immediately. Upon a change of control of us, the right of first offer provisions applicable to GasLog under the omnibus agreement will terminate on the date of the change of control. On the date on which a majority of GasLog Partners' directors ceases to consist of directors that were (i) appointed by the Partnership's general partner prior to its first annual meeting of unitholders and (ii) recommended for election by a majority of the Partnership's appointed directors, the provisions related to the rights of first offer granted to the Partnership by us shall terminate immediately.

For purposes of the omnibus agreement, a "change of control" means, with respect to any "applicable person", any of the following events: (a) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the applicable person's assets to any other person, unless immediately following such sale, lease, exchange or other transfer such assets are owned, directly or indirectly, by the applicable person; (b) the consolidation or merger of the applicable person with or into another person pursuant to a transaction in which the outstanding voting securities of the applicable person are changed into or exchanged for cash, securities or other property, other than any such transaction where (i) the outstanding voting securities of the applicable person are changed into or exchanged for voting securities of the surviving person or its parent and (ii) the holders of the voting securities of the applicable person immediately prior to such transaction own, directly or indirectly, not less than a majority of the outstanding voting securities of the surviving person or its parent immediately after such transaction; and (c) a "person" or "group" (within the meaning of Sections 13(d) or 14(d)(2) of the Securities Exchange Act of 1934, or the "Exchange Act"), other than us or our affiliates with respect to the general partner, being or becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of more than 50.0% of all of the then outstanding voting securities of the applicable person, except in a merger or consolidation which would not constitute a change of control under clause (b) above.

Indemnification

Under the omnibus agreement, we will indemnify GasLog Partners after the closing of its IPO for a period of five years (and we will indemnify the Partnership for a period of at least three years after its purchase of any vessels subject to purchase options, if applicable) against certain environmental and toxic tort liabilities with respect to the vessels that are contributed or sold to the Partnership to the extent arising prior to the time such vessels were contributed or sold to the Partnership. Liabilities resulting from a change in law after the closing of the IPO are excluded from the environmental indemnity. There is an aggregate cap of \$5 million on the amount of indemnity coverage provided by us for environmental and toxic tort liabilities. No claim may be made unless the aggregate dollar

amount of all claims exceeds \$500,000, in which case we are liable for claims only to the extent such aggregate amount exceeds \$500,000.

We will also indemnify GasLog Partners for liabilities related to:

- certain defects in title to GasLog Partners' initial fleet and any failure to obtain, prior to the time they were contributed to the Partnership, certain consents and permits necessary to conduct the Partnership's business, which liabilities arise within three years after the closing of the Partnership's IPO; and
- certain tax liabilities attributable to the operation of the assets contributed or sold to the Partnership prior to the time they were contributed or sold.

Restrictive Covenant Agreement

On April 4, 2012, Peter G. Livanos and Blenheim Holdings entered into a Restrictive Covenant Agreement with us, pursuant to which Mr. Livanos is prohibited from directly or indirectly owning, operating or managing LNG vessels, other than pursuant to his involvement with us. The restrictions will terminate in the event that Mr. Livanos ceases to beneficially own at least 20.0% of our issued and outstanding share capital.

Notwithstanding these restrictions, Mr. Livanos is permitted to engage in the following activities:

- passive ownership (a) of minority interests in any business that is not primarily engaged in owning, operating or managing LNG vessels or (b) constituting less than 5.0% of any publicly listed company; and
- non-passive participation in a business that acquires an interest in the ownership, operation or management of LNG vessels, provided that as promptly as reasonably practicable either (A) the business enters into an agreement to dispose of such competitive activity and such disposition is completed within a reasonable time, or (B) Mr. Livanos's participation in such business is changed so as to satisfy the exception for passive ownership of minority interests in a business that is not primarily engaged in a competitive activity.

The restrictions described above do not apply to transactions by independent fund managers not acting under the direction or control of Mr. Livanos or Blenheim Holdings.

As noted above, Mr. Livanos and Blenheim Holdings are permitted under the terms of the restrictive covenant agreement to dispose of our common shares in the following circumstances:

- pursuant to any transfer by Blenheim Holdings to its shareholders (including any division of the ownership interests in Blenheim Holdings of Mr. Livanos), provided that the transferee or transferees agree to be bound by the share transfer restrictions of the restrictive covenant agreement;
- pursuant to any private sale to a strategic investor in the Company, provided that the strategic investor agrees to be bound by the share transfer restrictions of the restrictive covenant agreement;
- in connection with any sale or transfer that would result in a change in control of the Company, provided that such change in control has been approved by our board of directors; and
- in transactions relating to shares acquired following the effective date of the restrictive covenant agreement.

For purposes of the restrictive covenant agreement, a "change of control" means Mr. Livanos and Blenheim Holdings cease to beneficially own, in the aggregate, at least 38.0% of the issued and outstanding share capital of the Company. The share transfer restrictions described above will

terminate as to any person that ceases to beneficially own, or does not beneficially own, at least 20.0% of our issued and outstanding share capital.

Registration Rights Agreement

On April 4, 2012, we entered into a registration rights agreement with certain of our shareholders, pursuant to which we granted such shareholders and their transferees the right, under certain circumstances and subject to certain restrictions, including restrictions included in the lock-up agreements to which they will be a party, to require us to register under the Securities Act of 1933, as amended, our common shares held by those persons. Under the registration rights agreement, certain of our shareholders and their transferees have the right to request us to register the sale of shares held by them on their behalf and may require us to make available shelf registration statements permitting sales of shares into the market from time to time over an extended period. While these demand registration rights are subject to certain timing and other restrictions, there is no limit on the number of times a shareholder may exercise such rights. In addition, those persons have the ability to exercise certain piggyback registration rights in connection with registered offerings initiated by us. In March 2014, in response to a Demand Registration Request (as defined in the Registration Rights Agreement), the Company filed a Registration Statement on Form F-3 registering the common shares entitled to registration rights in addition to other common shares held by the Company's directors and officers.

Subscription Agreements

On January 16, 2014, we entered into subscription agreements with certain of our directors and officers for a concurrent private placement of 2,317,460 common shares at a price of \$15.75 per share.

Indemnification Agreements

We have entered into indemnification agreements with our directors and officers which provide, among other things, that we will indemnify our directors and officers, under the circumstances and to the extent provided for therein, for expenses, damages, judgments, fines, settlements and fees that they may be required to pay in actions or proceedings to which they are or may be made a party by reason of such person's position as a director, officer, employee or other agent of the Company, subject to, and to the maximum extent permitted by, applicable law.

Office Space and Related Arrangements

Through our subsidiary GasLog LNG Services, we lease our office space in Piraeus, Greece from an entity controlled by Ceres Shipping, Nea Dimitra Ktimatikh Kai Emporikh S.A. The lease agreement is filed with the Greek authorities, and has been entered into on market rates.

GasLog LNG Services has also entered into an agreement with Seres S.A., an entity controlled by the Livanos family, for the latter to provide catering services to the staff based in our Piraeus office. Amounts paid pursuant to the agreement are generally less than €10 per person per day, but are slightly higher on special occasions. In addition, GasLog LNG Services has entered into an agreement with Seres S.A. for the latter to provide telephone and documentation services for our staff based in Piraeus. Amounts paid pursuant to the agreement are less than €100,000 per year.

Egypt LNG

We have a 25.0% ownership interest in Egypt LNG, whose principal asset is the LNG carrier *Methane Nile Eagle*, which is currently operating under a 20-year time charter with a subsidiary of Shell. Through our subsidiary GasLog LNG Services, we supervised the construction of the *Methane Nile Eagle* which was delivered from the shipyard in 2007. Pursuant to a ship management agreement

between GasLog LNG Services and Egypt LNG, the vessel has operated under our technical management since its delivery. From January 1, 2019 to December 31, 2019, we received a total of approximately \$0.7 million in revenues from Egypt LNG in respect of our vessel management services.

Consulting Services Agreements

GasLog entered into a consulting agreement with Unisea Maritime Ltd. ("Unisea"), an entity controlled by the Livanos family, in consideration of the consulting services performed by Unisea in respect of the sale and leaseback transaction for the *Methane Julia Louise*. Under the terms of the consulting agreement, GasLog agreed to pay a brokerage commission fee equal to 0.25% of the agreed charter rates under the sale and leaseback transaction plus reasonable expenses (in line with the Company's policies). The brokerage commission fee was paid in advance for the full 20-year period of the bareboat charter, discounted to the date of the agreement at an annual discount rate of 7.5%.

GasLog entered into a consulting agreement for the services of an employee of Ceres Monaco S.A.M., an entity controlled by the Livanos family, for consultancy services in connection with the acquisition of GasLog's shareholding in Gastrade and the ongoing work on the development of the Alexandroupolis FSRU project. GasLog agreed to pay a fixed fee for work carried out between May 1, 2016 and December 31, 2017 in the sum of \$100,000 and an ongoing consultancy arrangement fee of \$12,000 per month for a minimum of 12 days per month, terminable upon notice by GasLog.

Exchange Agreement

On November 27, 2018, we entered into an agreement with GasLog Partners to modify the partnership agreement with respect to the general partner's incentive distribution rights ("IDR"). The modification reduced the distributions of cash upon liquidation and the general partner's IDRs on quarterly distributions above \$0.5625 per unit from 48% to 23%. We further agreed to waive IDR payments resulting from any asset or business acquired by GasLog Partners from a third party. In exchange for these modifications, we entered into an agreement among GasLog Partners and GasLog Partners GP LLC under which we received \$25.0 million from GasLog Partners.

Amendment of the Partnership Agreement

On June 24, 2019, we entered into an agreement with GasLog Partners to amend the Partnership Agreement to eliminate the IDRs in exchange for the issuance by the Partnership to GasLog of 2,532,911 common units and 2,490,000 Class B units (of which 415,000 are Class B-1 units, 415,000 are Class B-2 units, 415,000 are Class B-3 units, 415,000 are Class B-4 units, 415,000 are Class B-5 units and 415,000 are Class B-6 units), issued on June 30, 2019. Class B units have all of the rights and obligations attached to the common units, except for voting rights and participation in distributions until such time as GasLog exercises its right to convert the Class B units to common units. The Class B units will become eligible for conversion on a one-for-one basis into common units at GasLog's option on July 1, 2020, July 1, 2021, July 1, 2022, July 1, 2023, July 1, 2024 and July 1, 2025 for the Class B-1 units, Class B-2 units, Class B-3 units, Class B-4 units, Class B-5 units and the Class B-6 units, respectively. Following the IDR elimination, the allocation of GasLog's profit to non-controlling interests is based on the revised distribution policy for available cash stated in the Partnership Agreement as amended, effective June 30, 2019, and under which 98.0% of the available cash is distributed to the common unitholders and 2.0% is distributed to the general partner.

Other Related Party Transactions

For a description of additional related party transactions, see Note 21 to our consolidated financial statements included elsewhere in this annual report.

Procedures for Review and Approval of Related Party Transactions

Related party transactions, which means transactions in which the Company or one of its subsidiaries is a participant and any of the Company's directors, executive officers or significant shareholders, or any members of their immediate families or entities controlled by them, have a direct or indirect interest, will be subject to review and approval or ratification by our audit and risk committee in accordance with the Related Party Transaction Policy adopted by such committee.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

See "Item 18. Financial Statements" below.

Legal Proceedings

We have not been involved in any legal proceedings that we believe may have a significant effect on our business, financial position, results of operations or liquidity, and we are not aware of any proceedings that are pending or threatened that may have a material effect on our business, financial position, results of operations or liquidity. From time to time, we may be subject to legal proceedings and claims in the ordinary course of business, principally property damage, personal injury claims and commercial disputes. We expect that these claims would be covered by insurance, subject to customary deductibles. However, those claims, even if lacking merit, could result in the expenditure of significant financial and managerial resources.

Preference Shares Dividend Requirements

Dividends on Preference Shares are payable quarterly on each of January 1, April 1, July 1 and October 1, or the next succeeding business day, as and if declared by our board of directors out of legally available funds for such purpose. The dividend rate for the Preference Shares is 8.75% per annum per \$25.00 of liquidation preference per share (equal to \$2.18750 per annum per share). The dividend rates are not subject to adjustment. We paid dividends to holders of our Preference Shares of \$0.546875 per share on, January 2, 2019, April 1, 2019, July 1, 2019, October 1, 2019 and January 2, 2020. Our Preference Shares dividend payment obligations impact our future liquidity needs.

Common Shares Dividend Policy

We paid our first cash dividend since becoming a public company in March 2012 on December 17, 2012 in an amount of \$0.11 per share. We have subsequently paid dividends to holders of our common shares as follows:

Date	Dividend per Share
March 25, 2013	\$ 0.11
June 11, 2013	\$ 0.11
September 13, 2013	\$ 0.11
December 9, 2013	\$ 0.12
March 25, 2014	\$ 0.12
June 11, 2014	\$ 0.12
September 8, 2014	\$ 0.12
December 5, 2014	\$ 0.14
March 13, 2015	\$ 0.14
May 21, 2015	\$ 0.14
August 20, 2015	\$ 0.14
November 19, 2015	\$ 0.14
March 17, 2016	\$ 0.14
May 26, 2016	\$ 0.14
August 25, 2016	\$ 0.14
November 24, 2016	\$ 0.14
March 16, 2017	\$ 0.14
May 25, 2017	\$ 0.14
August 24, 2017	\$ 0.14
November 22, 2017	\$ 0.14
March 15, 2018	\$ 0.14
May 24, 2018	\$ 0.15
August 23, 2018	\$ 0.15
November 21, 2018	\$ 0.15
December 17, 2018	\$ 0.40
March 14, 2019	\$ 0.15
May 23, 2019	\$ 0.15
August 22, 2019	\$ 0.15
November 21, 2019	\$ 0.15
December 31, 2019	\$ 0.38

As our fleet expands, we will evaluate changes to the quarterly dividend consistent with our cash flow and liquidity position. Our policy is to pay dividends in amounts that will allow us to retain sufficient liquidity to fund our obligations as well as execute our business plan going forward. The declaration and payment of any dividend is subject to the discretion of our board of directors and the requirements of Bermuda law. In addition, certain of our credit facilities impose limitations on our ability to pay dividends. Our board of directors will determine the timing and amount of all dividend payments based on various factors, including our earnings, financial condition, cash requirements and availability, restrictions in our credit facilities and the provisions of Bermuda law. Accordingly, we cannot guarantee that we will be able to pay quarterly dividends. See "Item 3. Key Information—D. Risk Factors—Risks Related to Our Business" for a discussion of risks related to our ability to pay dividends.

Set out below is a table showing the dividends declared on our common shares in 2014, 2015, 2016, 2017, 2018 and 2019 and on our Preference Shares in 2015, 2016, 2017, 2018 and 2019.

	Year ended December 31,						
	2014	2015	2016	2017	2018	2019	Total
	(Expressed in millions of U.S. dollars)						
Common share dividend declared	\$ 39.8	\$ 45.1	\$ 45.1	\$ 45.1	\$ 80.0	\$ 79.2	\$ 334.3
Preference share dividend declared	—	\$ 7.4	\$ 10.1	\$ 10.1	\$ 10.1	\$ 10.1	\$ 47.8

B. Significant Changes

See "Item 18. Financial Statements—Note 30. Subsequent Events" below.

ITEM 9. THE OFFER AND LISTING

Trading on the NYSE

Since our IPO in the United States in 2012, our common shares have been listed on the NYSE under the symbol "GLOG".

Our Preference Shares have been trading on the NYSE under the symbol "GLOG PR A" since March 31, 2015.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Our authorized share capital consists of 500,000,000 shares, par value \$0.01 per share. As of December 31, 2019, the share capital consisted of 80,993,126 issued and outstanding common shares, par value \$0.01 per share, 121,456 treasury shares and 4,600,000 issued and outstanding Preference Shares.

Pursuant to our bye-laws, subject to any resolution of the shareholders to the contrary, our board of directors is authorized to issue any of our authorized but unissued common shares. There are no limitations on the right of non-Bermudians or non-residents of Bermuda to hold or vote our shares.

B. Memorandum of Association

We are an exempted company incorporated under the laws of Bermuda. We are registered with the Registrar of Companies in Bermuda under registration number 33928. We were incorporated on July 16, 2003 under the name Gaslog Ltd. We effected a change of name from "Gaslog Ltd." to "GasLog Ltd." on August 23, 2011 in compliance with the Companies Act. Our registered office is located at Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda.

The objects of our business are unrestricted, and the Company has the capacity of a natural person. We can therefore undertake activities without restriction on our capacity.

Common Shares

Holders of our common shares have no pre-emptive, redemption, conversion or sinking fund rights. Holders of our common shares are entitled to one vote per share on all matters submitted to a vote of holders of common shares. Unless a different majority is required by law or by our bye-laws, resolutions to be approved by holders of our common shares require approval by a simple majority of votes cast at a meeting at which a quorum is present.

In the event of our liquidation, dissolution or winding up, the holders of our common shares are entitled to share equally and ratably in our assets, if any, remaining after the payment of all of our debts and liabilities, subject to any liquidation preference on any issued and outstanding preference shares.

Preference Shares

Pursuant to Bermuda law and our bye-laws, our board of directors by resolution may establish one or more series of preference shares having such number of shares, designations, dividend rates, relative voting rights, conversion or exchange rights, redemption rights, liquidation rights and other relative participation, optional or other special rights, qualifications, limitations or restrictions as may be fixed by the board without any further shareholder approval. Of the Company's 500 million authorised shares, 4.6 million have been designated 8.75% Series A Cumulative Redeemable Perpetual Preference Shares.

Dividend Rights

Under Bermuda law, a company may not declare or pay dividends if there are reasonable grounds for believing that: (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) the realizable value of its assets would thereby be less than its liabilities. Under our bye-laws, each common share is entitled to dividends if, as and when dividends are declared by our board of directors.

Any cash dividends payable to holders of our common shares listed on the NYSE will be paid to American Stock Transfer & Trust Company, LLC, our transfer agent in the United States for disbursement to those holders.

Variation of Rights

If at any time we have more than one class of shares, the rights attaching to any class, unless otherwise provided for by the terms of issue of the relevant class, may be varied with the sanction of a resolution passed by a majority of the issued shares of such class. Our bye-laws specify that the creation or issue of shares ranking equally with existing shares will not, unless expressly provided by the terms of issue of existing shares, vary the rights attached to existing shares.

Transfer of Shares

Our board of directors may in its absolute discretion and without assigning any reason refuse to register the transfer of a share that is not fully paid. Our board of directors may also refuse to recognize an instrument of transfer of a share unless it is accompanied by the relevant share certificate and such other evidence of the transferor's right to make the transfer as our board of directors shall reasonably require. In addition, our board of directors may refuse to register the transfer of a share unless all applicable consents, authorizations and permissions of any governmental body or agency in Bermuda have been obtained. Subject to these restrictions, a holder of common shares may transfer the title to all or any of his common shares by completing a form of transfer in the form set out in our bye-laws (or as near thereto as circumstances admit) or in such other common form as the board may accept. The instrument of transfer must be signed by the transferor and transferee, although in the case of a fully paid share our board of directors may accept the instrument signed only by the transferor.

Meetings of Shareholders

We are required to convene at least one general meeting of shareholders each calendar year. Bermuda law provides that a special general meeting of shareholders may be called by the board of directors of a company and must be called upon the request of shareholders holding not less than

10.0% of the paid-up capital of the company carrying the right to vote at general meetings. Bermuda law also requires that shareholders be given at least five days' advance notice of a general meeting, but an unintentional failure notice to any person does not invalidate the proceedings at a meeting. Our bye-laws provide that the Chairman or our board of directors may convene an annual general meeting or a special general meeting. Under our bye-laws, at least 10 days' notice of an annual general meeting or a special general meeting must be given to each shareholder entitled to vote at such meeting. This notice requirement is subject to the ability to hold such meetings on shorter notice if such notice is agreed: (i) in the case of an annual general meeting, by all of the shareholders entitled to attend and vote at such meeting; or (ii) in the case of a special general meeting, by a majority in number of the shareholders entitled to attend and vote at the meeting holding not less than 95.0% in nominal value of the shares entitled to vote at such meeting. The quorum required for a general meeting of shareholders is one or more persons present in person throughout the meeting and representing in person or by proxy in excess of 50.0% of all issued and outstanding common shares. General meetings can be convened at a location in or outside of Bermuda. Our bye-laws provide that our board of directors may, but is not required to, make arrangements permitting shareholders to participate in general meetings by such telephonic, electronic or other communications facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously.

Access to Books and Records and Dissemination of Information

Members of the general public have a right to inspect public documents of the Company available at the office of the Registrar of Companies in Bermuda. These documents include the Company's memorandum of association, including its objects and powers, and certain alterations to the memorandum of association. Our shareholders have the additional right to inspect the bye-laws of the Company, minutes of general meetings and the Company's audited financial statements, which must be presented to the annual general meeting. The Company's register of members is also open to inspection by shareholders and by members of the general public without charge. The register of members is required under Bermuda law to be open for inspection for not less than two hours in any business day (subject to the ability of a company to close the register of members for not more than thirty days in a year). The Company is required to maintain its share register in Bermuda but may, subject to the provisions of the Companies Act, establish a branch register outside of Bermuda. The Company is required to keep at its registered office a register of directors and officers that is open for inspection for not less than two hours in any business day by members of the public without charge. Bermuda law does not, however, provide a general right for shareholders to inspect or obtain copies of any other corporate records.

Election and Removal of Directors

Our bye-laws provide that our board shall consist of no less than three directors and no more than fifteen directors, as the board of directors may from time to time determine. Our board of directors consists of nine directors.

Any shareholder wishing to propose for election as a director someone who is not an existing director or is not proposed by our board must give notice of the intention to propose the person for election. Where a director is to be elected at an annual general meeting, that notice must be given not less than 90 days nor more than 120 days before the anniversary of the last annual general meeting prior to the giving of the notice or, in the event the annual general meeting is called for a date that is not 30 days before or after such anniversary, the notice must be given not later than 10 days following the earlier of the date on which notice of the annual general meeting was posted to shareholders or the date on which public disclosure of the date of the annual general meeting was made. Where a director is to be elected at a special general meeting that notice must be given not later than 10 days following

the earlier of the date on which notice of the special general meeting was posted to shareholders or the date on which public disclosure of the date of the special general meeting was made.

A director may be removed by the shareholders, provided notice of the shareholders' meeting convened to remove the director is given to the director. The notice must contain a statement of the intention to remove the director and must be served on the director not less than 14 days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his or her removal.

Holders of our Preference Shares generally have no voting rights except (i) in respect of amendments to the memorandum of association which would adversely vary the rights of the Preference Shares, (ii) in the event that the Company proposes to issue any parity shares if the cumulative dividends payable on issued and outstanding Preference Shares are in arrears or any senior shares or (iii) in the event of a proposed amalgamation or merger of the Company. However, if and whenever dividends payable on the Preference Shares are in arrears for six or more quarterly periods, whether or not consecutive, holders of Preference Shares (voting together as a class with all other classes or series of parity securities upon which like voting rights have been conferred and are exercisable) will be entitled to elect one additional director to serve on our board of directors, and the size of our board of directors will be increased as needed to accommodate such change (unless the size of our board of directors already has been increased by reason of the election of a director by holders of parity securities upon which like voting rights have been conferred and with which the Preference Shares voted as a class for the election of such director). The right of such holders of Preference Shares to elect a member of our board of directors will continue until such time as all accumulated and unpaid dividends on the Preference Shares have been paid in full.

Proceedings of Board of Directors

Our bye-laws provide that our business is to be managed and conducted by our board of directors. There is no requirement in our bye-laws or Bermuda law that directors hold any of our shares. There is also no requirement in our bye-laws or Bermuda law that our directors must retire at a certain age.

The remuneration of our directors is determined by the board of directors, and there is no requirement that a specified number or percentage of "independent" directors must approve any such determination. Our directors may also be paid all travel, hotel and other expenses properly incurred by them in connection with our business or their duties as directors.

Director Conflicts of Interest

Any conflict of interest question involving one or more of the Company's directors will be resolved by the audit and risk committee of the board of directors.

In the event that a director has a direct or indirect interest in any contract or arrangement with the Company, provided that the director discloses such interest as required by Bermuda law, such director is entitled under our bye-laws to vote in respect of any such contract or arrangement in which he or she is interested unless he or she is disqualified from voting by the Chairman of our board of directors. In the event that the Chairman has disclosed a direct or indirect interest in a contract or arrangement with us, the determination as to whether the Chairman and any other interested director should be disqualified from voting will be made by a majority of the disinterested directors.

Bermuda law prohibits any director (including the spouse or children of the director or any company of which such director, spouse or children own or control more than 20.0% of the capital or loan debt) from borrowing from us (except loans made to directors who are bona fide employees or former employees pursuant to an employees' share scheme) unless shareholders holding 90.0% of the total voting rights have consented to the loan.

Indemnification of Directors and Officers

Section 98 of the Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to section 281 of the Companies Act.

We have adopted provisions in our bye-laws that provide that we shall indemnify our officers and directors in respect of their actions and omissions, except in respect of their fraud or dishonesty. Our bye-laws provide that the shareholders waive all claims or rights of action that they might have, individually or in right of the Company, against any of the Company's directors or officers for any act or failure to act in the performance of such director's or officer's duties, except in respect of any fraud or dishonesty of such director or officer. Section 98A of the Companies Act permits us to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty or breach of trust, whether or not we may otherwise indemnify such officer or director. We have purchased and maintain directors' and officers' liability insurance for such purpose. We have also entered into indemnification agreements with our directors and officers. See "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions".

Amendment of Memorandum of Association and Bye-laws

Bermuda law provides that the memorandum of association of a company may be amended by a resolution passed at a general meeting of shareholders. Our bye-laws provide that no bye-law shall be rescinded, altered or amended, and no new bye-law shall be made, unless it shall have been approved by a resolution of our board of directors and by a resolution of our shareholders including the affirmative votes of at least a majority of all issued and outstanding shares.

Under Bermuda law, the holders of an aggregate of not less than 20.0% in par value of a company's issued share capital or any class thereof have the right to apply to the Supreme Court of Bermuda for an annulment of any amendment of the memorandum of association adopted by shareholders at any general meeting, other than an amendment which alters or reduces a company's share capital as provided in the Companies Act. Where such an application is made, the amendment becomes effective only to the extent that it is confirmed by the Bermuda court. An application for an annulment of an amendment of the memorandum of association must be made within twenty-one days after the date on which the resolution altering the company's memorandum of association is passed and may be made on behalf of persons entitled to make the application by one or more of their number as they may appoint in writing for the purpose. No application may be made by shareholders voting in favor of the amendment.

Amalgamations, Mergers and Business Combinations

The amalgamation or merger of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation or merger agreement to be approved by the company's board of directors and by its shareholders. Unless the company's bye-laws provide otherwise, the approval of 75.0% of the shareholders voting at such meeting is required to approve the amalgamation or merger agreement, and the quorum for such meeting must be two persons holding or representing more than one-third of the issued shares of the company. Our bye-laws provide that a

merger or an amalgamation must only be approved by the affirmative votes of a majority of the votes attaching to all issued and outstanding shares entitling the shareholder to vote on such resolutions.

Under Bermuda law, in the event of an amalgamation or merger of a Bermuda company with another company or corporation, a shareholder of the Bermuda company who did not vote in favor of the amalgamation or merger and who is not satisfied that fair value has been offered for such shareholder's shares may, within one month of notice of the shareholders' meeting, apply to the Supreme Court of Bermuda to appraise the fair value of those shares.

Shareholder Suits

Class actions and derivative actions are generally not available to shareholders under Bermuda law. The Bermuda courts, however, would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong to the company where the act complained of is alleged to be beyond the corporate power of the company or illegal, or would result in the violation of the company's memorandum of association or bye-laws. Furthermore, consideration would be given by a Bermuda court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than that which actually approved it.

When the affairs of a company are being conducted in a manner that is oppressive or prejudicial to the interests of some part of the shareholders, one or more shareholders may apply to the Supreme Court of Bermuda, which may make such order as it sees fit, including an order regulating the conduct of the company's affairs in the future or ordering the purchase of the shares of any shareholders by other shareholders or by the company.

Our bye-laws contain a provision which provides that in the event any dispute arises concerning the Companies Act or out of our bye-laws, including whether there has been a breach of the Companies Act or our bye-laws by an officer or director, any such dispute shall be subject to the exclusive jurisdiction of the Supreme Court of Bermuda. In addition, our bye-laws contain a provision by virtue of which our shareholders waive any claim or right of action that they have, both individually and on our behalf, against any director or officer in relation to any action or failure to take action by such director or officer, except in respect of any fraud or dishonesty of such director or officer.

Capitalization of Profits and Reserves

Pursuant to our bye-laws, our board of directors may (i) capitalize any part of the amount of our share premium or other reserve accounts or any amount credited to our profit and loss account or otherwise available for distribution by applying such sum in paying up unissued shares to be allotted as fully paid bonus shares pro rata (except in connection with the conversion of shares) to the shareholders; or (ii) capitalize any sum standing to the credit of a reserve account or sums otherwise available for dividend or distribution by paying up in full, partly paid or nil paid shares of those shareholders who would have been entitled to such sums if they were distributed by way of dividend or distribution.

Calls on Shares and Forfeiture

In the event of any issuance by the Company of shares that are not fully paid, our board of directors may make such calls as it thinks fit upon the holders of such partly paid shares in respect of any amounts unpaid on such shares (and not made payable at fixed times by the terms and conditions of issue). If a call on partly paid shares is not paid on or before the day appointed for payment thereof, the holder of such shares may at the discretion of our board of directors be liable to pay the Company interest on the amount of such call and our board of directors may direct the secretary of the Company to forward such shareholder a notice in writing demanding payment. If the requirements of such notice

are not complied with, any such share may at any time thereafter, until the payment of all amounts due, be forfeited by a resolution of our board of directors to that effect, and such share shall thereupon become the property of the Company and may be disposed of as our board of directors shall determine.

Untraced Shareholders

Our bye-laws provide that our board of directors may forfeit any dividend or other monies payable in respect of any shares that remain unclaimed for six years from the date when such monies became due for payment. In addition, we are entitled to cease sending dividend warrants and checks by post or otherwise to a shareholder if such instruments have been returned undelivered to, or left uncashed by, such shareholder on at least two consecutive occasions or, following one such occasion, reasonable enquires have failed to establish the shareholder's new address. This entitlement ceases if the shareholder claims a dividend or cashes a dividend check or a warrant.

Certain Provisions of Bermuda Law

We have been designated by the Bermuda Monetary Authority as a non-resident for Bermuda exchange control purposes. This designation allows us to engage in transactions in currencies other than the Bermuda dollar, and there are no exchange control restrictions on our ability to transfer funds (other than funds denominated in Bermuda dollars) in and out of Bermuda or to pay dividends to U.S. residents who are holders of our common shares or our Preference Shares.

The Bermuda Monetary Authority has given its consent for the issue and free transferability of all our common shares to and between non-residents of Bermuda for exchange control purposes, provided that our shares remain listed on an appointed stock exchange, which includes the NYSE. Approvals or permissions given by the Bermuda Monetary Authority do not constitute a guarantee by the Bermuda Monetary Authority as to our performance or our creditworthiness. Accordingly, in giving such consent or permissions, the Bermuda Monetary Authority shall not be liable for the financial soundness, performance or default of our business or for the correctness of any opinions or statements expressed in this annual report. Certain issues and transfers of common shares involving persons deemed resident in Bermuda for exchange control purposes require the specific consent of the Bermuda Monetary Authority.

In accordance with Bermuda law, share certificates are only issued in the names of companies, partnerships or individuals. In the case of a shareholder acting in a special capacity (for example as a trustee), certificates may, at the request of the shareholder, record the capacity in which the shareholder is acting. Notwithstanding such recording of any special capacity, we are not bound to investigate or see to the execution of any such trust. We will take no notice of any trust applicable to any of our shares, whether or not we have been notified of such trust.

C. Material Contracts

The following is a summary of each material contract, other than contracts entered into in the ordinary course of business, to which we or any of our subsidiaries is a party. Such summaries are not intended to be complete and reference is made to the contracts themselves, which are exhibits to this annual report.

- (a) Registration Rights Agreement among GasLog Ltd. and the shareholders named therein, dated as of April 4, 2012; please see "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Registration Rights Agreement".
- (b) Appendix to the Private Agreement of Professional Hiring (English translation), dated December 1, 2010 and October 1, 2011, between Nea Dimitra Ktimatikh Kai Emporikh S.A.

and GasLog LNG Services Ltd.; please see "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Office Space and Related Arrangements".

- (c) Form of Indemnification Agreement for the Company's directors and certain officers; please see "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Indemnification Agreements".
- (d) Restrictive Covenant Agreement among GasLog Ltd., Peter G. Livanos and Blenheim Holdings Ltd., dated April 4, 2012; please see "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Restrictive Covenant Agreement".
- (e) GasLog Ltd. 2013 Omnibus Incentive Compensation Plan; please see "Item 6. Directors, Senior Management and Employees—B. Compensation of Directors and Senior Management—Equity Compensation Plans".
- (f) Facilities Agreement for \$1,311,356,340 Loan Facilities dated October 16, 2015 between GAS-eleven Ltd., GAS-twelve Ltd., GAS-thirteen Ltd., GAS-fourteen Ltd., GAS-twenty two Ltd., GAS-twenty three Ltd., GAS-twenty four Ltd., GAS-twenty five Ltd., as borrowers, Citibank, N.A., London Branch, Nordea Bank AB, London Branch, The Export-Import Bank of Korea, Bank of America, National Association, BNP Paribas, Credit Agricole Corporate and Investment Bank, Credit Suisse AG, HSBC Bank plc, ING Bank N.V., London Branch, KEB Hana Bank, London Branch, KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Societe Generale and The Korea Development Bank as mandated lead arrangers with Nordea Bank AB, London Branch as agent, security agent, global co-ordinator and bookrunner and Citibank N.A., London Branch as export credit agent, global co-ordinator, bookrunner and export credit agent co-ordinator, guaranteed by GasLog Ltd. and GasLog Carriers Ltd.; please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".
- (g) Senior Facility Agreement dated February 18, 2016, relating to a \$396,500,000 loan facility among GAS-eighteen Ltd., GAS-nineteen Ltd., GAS-twenty Ltd., GAS-twenty one Ltd. and GAS-twenty seven Ltd. as borrowers, ABN AMRO Bank N.V. and DNB (UK) Ltd. as mandated lead arrangers, original lenders and bookrunners, DVB Bank America N.V. as mandated lead arranger and original lender, Commonwealth Bank of Australia, ING Bank N.V., London Branch, Credit Agricole Corporate and Investment Bank, National Australia Bank Limited as original lenders and DNB Bank ASA, London Branch as agent and security agent; please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".
- (h) Form of Corporate Guarantee between GasLog Ltd. and DNB Bank ASA, London Branch (provided in respect of the Senior Facility Agreement, dated February 18, 2016); please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".
- (i) Form of Corporate Guarantee between GasLog Partners LP and DNB Bank ASA, London Branch (provided in respect of the Senior Facility Agreement, dated February 18, 2016); please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".
- (j) Facilities Agreement dated July 19, 2016, relating to \$1,050,000,000 Term Loan and Revolving Credit Facilities among GAS-one Ltd., GAS-two Ltd., GAS-six Ltd., GAS-seven Ltd., GAS-eight Ltd., GAS-nine Ltd., GAS-ten Ltd. and GAS-fifteen Ltd. as borrowers, Citigroup Global Market Limited, Credit Suisse AG, Nordea Bank AB, London Branch, Skandinaviska Enskilda Banken AB (publ), HSBC Bank plc, ING Bank N.V., London Branch, Danmarks Skibskredit A/S and The Korea Development Bank as mandated lead arrangers and DVB

Bank America N.V. as arranger with Nordea Bank AB, London Branch as agent and security agent; please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".

- (k) Facilities Agreement dated February 20, 2019, relating to \$450,000,000 Revolving Credit Facility among GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., Gas-sixteen Ltd., GAS-seventeen Ltd., as borrowers, Credit Suisse AG, Nordea Bank Abp, Filial I Norge, The IyoBank, Ltd. Singapore Branch as the Original Lenders with Nordea Bank Abp, Filial I Norge as agent and the security agent, and Credit Suisse AG as mandated lead arranger, global co-ordinator and bookrunner, guaranteed by GasLog Partners LP and GasLog Partners Holdings LLC.; please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".
- (l) Exchange Agreement among GasLog Partners LP, GasLog Partners GP LLC and GasLog Ltd. dated June 24, 2019; please see "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Exchange Agreement".
- (m) Facility Agreement dated June 25, 2019, relating to \$130,000,000 Term Loan Facility among GasLog Hellas-1 Special Maritime Enterprise as Borrower, ABN Amro Bank N.V. and Oversea-Chinese Banking Corporation Limited as mandated lead arrangers and ABN Amro Bank N.V. as agent and the security agent; please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".
- (o) Form of Corporate Guarantee between GasLog Ltd. and ABN Amro Bank N.V. (provided in respect of the GasLog Warsaw Facility, dated June 25, 2019); please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".
- (p) Facility Agreement dated December 12, 2019, relating to \$1,052,791,260 Loan Facilities among GAS-twenty eight Ltd.; GAS-thirty Ltd., GAS-thirty one Ltd., GAS-thirty two Ltd., GAS-thirty three Ltd., GAS-thirty four Ltd., and GAS-thirty five Ltd., as borrowers, Citibank, N.A. London Branch, DNB (UK) Ltd., Skandinaviska Enskilda Banken AB (publ), Bank of America National Association, Commonwealth Bank of Australia, KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Societe Generale, London Branch, Standard Chartered Bank, BNP Paribas Seoul Branch and The Korea Development Bank as Mandated Lead Arrangers; Citibank, N.A. London Branch, DNB (UK) Ltd., Skandinaviska Enskilda Banken AB (publ), KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Societe Generale, London Branch, Standard Chartered Bank, BNP Paribas Seoul Branch and The Korea Development Bank as bookrunners; DNB Bank ASA, London Branch as Agent and security agent; Citibank N.A., London Branch as ECA Agent and ECA Co-ordinator; Citibank N.A. London Branch and DNB (UK) Ltd., as Global Co-ordinators and GasLog Ltd., GasLog Carriers Ltd., GasLog Partners LP and GasLog Partners Holdings LLC as Guarantors; please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities".

D. Exchange Controls and Other Limitations Affecting Security Holders

Under Bermuda law, there are currently no restrictions on the export or import of capital, including foreign exchange controls or restrictions that affect the remittance of dividends, interest or other payments to non-resident holders of our common shares.

We have been designated by the Bermuda Monetary Authority as a non-resident for Bermuda exchange control purposes. This designation allows us to engage in transactions in currencies other than the Bermuda dollar, and there are no exchange control restrictions on our ability to transfer funds (other than funds denominated in Bermuda dollars) in and out of Bermuda or to pay dividends to U.S. residents who are holders of our common shares.

Under Bermuda law, "exempted" companies are companies formed for the purpose of conducting business outside Bermuda from a principal place of business in Bermuda. As an exempted company, we may not, without a license or consent granted by the Minister of Finance, participate in certain business transactions, including transactions involving Bermuda landholding rights and the carrying on of business of any kind, for which we are not licensed in Bermuda.

E. Tax Considerations

Bermuda Tax Considerations

The following discussion summarizes the material Bermuda tax consequences to us of our activities and, subject to the limitations described above, to you as a holder of our shares. At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by us or by our shareholders in respect of our shares. We have obtained an assurance from the Minister of Finance of Bermuda under the Exempted Undertakings Tax Protection Act 1966 of Bermuda, as amended, that, in the event that any legislation is enacted in Bermuda imposing any tax computed on profits or income, or computed on any capital asset, gain or appreciation or any tax in the nature of estate duty or inheritance tax, such tax shall not, until March 31, 2035, be applicable to us or to any of our operations or to our shares, debentures or other obligations except insofar as such tax applies to persons ordinarily resident in Bermuda or is payable by us in respect of real property owned or leased by us in Bermuda. Given the limited duration of the Bermuda Minister of Finance's assurance, we can give no assurance that we will not be subject to any Bermuda tax after March 31, 2035.

Material U.S. Federal Income Tax Considerations

The following discussion summarizes the material U.S. Federal income tax consequences to us of our activities and, subject to the limitations described above, to you as a holder of our common shares or Preference Shares. For purposes of this tax discussion, "we" or "our" refer to GasLog Ltd.

The following discussion of U.S. Federal income tax matters is based on the Code, judicial decisions, administrative pronouncements, and existing and proposed regulations issued by the U.S. Department of the Treasury, all of which are subject to change, possibly with retroactive effect. This discussion does not address any U.S. state or local taxes. You are encouraged to consult your own tax advisor regarding the particular U.S. Federal, state and local and foreign income and other tax consequences of acquiring, owning and disposing of our common shares or Preference Shares that may be applicable to you.

U.S. Taxation of Our Operating Income

We have elected to treat a majority of our subsidiaries as disregarded entities for U.S. Federal income tax purposes. The entities that are considered disregarded entities for U.S. Federal income tax purposes should be treated as branches rather than corporations for U.S. Federal income tax purposes. Currently, no election has been filed to treat GasLog LNG Services Ltd., GasLog Services UK Ltd., GasLog Asia Pte. Ltd., GasLog Investments Ltd., GasLog Monaco S.A.M., GasLog Shipping Limited, GasLog Shipping Company Ltd., and Egypt LNG Shipping Ltd. as disregarded entities for U.S. Federal income tax purposes. As a result, these entities and GasLog Services U.S. Inc. will continue to be treated as corporations for U.S. Federal income tax purposes.

U.S. Taxation of Shipping Income

Subject to the discussion of "effectively connected" income below, unless we are exempt from U.S. Federal income tax under the rules contained in Section 883 of the Code, we will be subject to U.S. Federal income tax under the rules of Section 887 of the Code, which imposes on us a 4% U.S. Federal income tax in respect of our U.S. source gross transportation income (without the allowance for deductions).

For this purpose, U.S. source gross transportation income includes 50% of the shipping income that is attributable to transportation that begins or ends (but that does not both begin and end) in the United States. Shipping income attributable to transportation exclusively between non-U.S. ports is generally not subject to any U.S. Federal income tax.

For this purpose, "shipping income" means income that is derived from:

- (i) the use of ships;
- (ii) the hiring or leasing of ships for use on a time, operating or bareboat charter basis;
- (iii) the participation in a pool, partnership, strategic alliance, joint operating agreement or other joint venture we directly or indirectly own or participate in that generates such income; or
- (iv) the performance of services directly related to those uses.

Under Section 883 of the Code and the regulations thereunder, we will be exempt from U.S. Federal income tax on our U.S. source gross transportation income if:

- (i) we are organized in a foreign country (the "country of organization") that grants an "equivalent exemption" to corporations organized in the United States; and
- (ii) either
 - (a) more than 50% of the value of our shares is owned, directly or indirectly, by individuals who are "residents" of our country of organization or of another foreign country that grants an equivalent exemption to corporations organized in the United States (the "50% Ownership Test"), or
 - (b) our shares are "primarily and regularly traded on an established securities market" in our country of organization, in another country that grants an equivalent exemption to U.S. corporations, or in the United States (the "Publicly-Traded Test").

We have qualified for the statutory tax exemption for the year of 2019 and intend to continue to qualify for the foreseeable future. However, no assurance can be given that this will be the case. If we are not entitled to this exemption under Section 883 for any taxable year we would be subject to the 4% U.S. Federal income (subject to the discussion of "effectively connected income" below).

To the extent the exemption under Section 883 is unavailable, our U.S. source gross transportation income in future years that is considered to be "effectively connected" with the conduct of a U.S. trade or business is subject to the U.S. corporate income tax currently imposed at rate of up to 21% (net of applicable deductions). In addition, we may be subject to the 30% U.S. "branch profits" tax on earnings effectively connected with the conduct of such trade or business, as determined after allowance for certain adjustments, and on certain interest paid or deemed paid attributable to the conduct of our U.S. trade or business.

Our U.S. source gross transportation income would be considered effectively connected with the conduct of a U.S. trade or business only if:

- (i) we had, or were considered to have, a fixed place of business in the United States involved in the earning of U.S. source gross transportation income; and

- (ii) substantially all of our U.S. source gross transportation income was attributable to regularly scheduled transportation, such as the operation of a ship that followed a published schedule with repeated sailings at regular intervals between the same points for voyages that begin or end in the United States.

We believe that we will not meet these conditions because we will not have, or permit circumstances that would result in having, such a fixed place of business in the United States or any ship sailing to or from the United States on a regularly scheduled basis.

In addition, income attributable to transportation that both begins and ends in the United States is not subject to the tax rules described above. Such income is subject to either a 30% gross-basis tax or to U.S. corporate income tax on net income at a rate of up to 21% (and the branch profits tax discussed above). Although there can be no assurance, we do not expect to engage in transportation that produces shipping income of this type.

Taxation of Gain on Sale of Shipping Assets

Regardless of whether we qualify for the exemption under Section 883 of the Code, we will not be subject to U.S. Federal income taxation with respect to gain realized on a sale of a ship, provided the sale is considered to occur outside of the United States (as determined under U.S. tax principles). In general, a sale of a ship will be considered to occur outside of the United States for this purpose if title to the ship (and risk of loss with respect to the ship) passes to the buyer outside of the United States. We expect that any sale of a ship will be so structured that it will be considered to occur outside of the United States.

U.S. Federal Income Taxation of U.S. Holders

You are a "U.S. holder" if you are a beneficial owner of our common shares or Preference Shares that owns (actually or constructively) less than 10% of our equity and you are (i) a U.S. citizen or resident, (ii) a U.S. corporation (or other U.S. entity taxable as a corporation), (iii) an estate the income of which is subject to U.S. Federal income taxation regardless of its source or (iv) a trust if (x) a court within the United States is able to exercise primary jurisdiction over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (y) the trust has a valid election in effect to be treated as a U.S. Federal income tax purposes.

If a partnership holds our common shares or Preference Shares, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership. If you are a partner in a partnership holding our common shares or Preference Shares, you should consult your tax advisor.

Distributions on Our Common Shares and Preference Shares

Subject to the discussion of "passive foreign investment companies", or "PFICs", below, any distributions with respect to our common shares or Preference Shares that you receive from us generally will constitute dividends to the extent of our current or accumulated earnings and profits (as determined under U.S. tax principles). Distributions in excess of our earnings and profits will be treated first as a nontaxable return of capital to the extent of your tax basis in our common shares or Preference Shares (on a dollar-for-dollar basis) and thereafter as capital gain.

If you are a U.S. corporation (or a U.S. entity taxable as a corporation), you generally will not be entitled to claim a dividends-received deduction with respect to any distributions you receive from us.

Dividends paid with respect to our common shares or Preference Shares will generally be treated as "passive category income" for purposes of computing allowable foreign tax credits for U.S. foreign tax credit purposes.

If you are an individual, trust or estate, dividends you receive from us should be treated as "qualified dividend income" taxed at a maximum preferential rate of 15% or 20%, depending on the income level of the individual, provided that:

- (i) our common shares or Preference Shares, as the case may be, are readily tradable on an established securities market in the United States (such as the NYSE);
- (ii) we are not a PFIC for the tax year during which the dividend is paid or the immediately preceding tax year (see the discussion below under "—PFIC Status and Significant Tax Consequences");
- (iii) you own our common shares or Preference Shares for more than 60 days in the 121-day period beginning 60 days before the date on which the common shares or Preference Shares become ex-dividend;
- (iv) you are not under an obligation to make related payments with respect to positions in substantially similar or related property; and
- (v) certain other conditions are met.

Special rules may apply to any "extraordinary dividend". Generally, an extraordinary dividend is a dividend in an amount that is equal to (or in excess of) 10% of your adjusted tax basis (or fair market value in certain circumstances) in a share of our common shares (5% in the case of Preference Shares). If we pay an extraordinary dividend on our common shares or Preference Shares that is treated as "qualified dividend income" and if you are an individual, estate or trust, then any loss derived by you from a subsequent sale or exchange of such common shares or Preference Shares will be treated as long-term capital loss to the extent of such dividend.

There is no assurance that dividends you receive from us will be eligible for the preferential tax rates applicable to qualified dividend income. Dividends you receive from us that are not eligible for the preferential tax rates will be taxed at the ordinary income rates.

Sale, Exchange or Other Disposition of Common Shares and Preference Shares

Provided that we are not a PFIC for any tax year, you generally will recognize taxable gain or loss upon a sale, exchange or other disposition of our common shares or Preference Shares in an amount equal to the difference between the amount realized by you from such sale, exchange or other disposition and your tax basis in such shares. Such gain or loss will be treated as long-term capital gain or loss if your holding period is greater than one year at the time of the sale, exchange or other disposition. Such capital gain or loss will generally be treated as U.S. source income or loss, as applicable, for U.S. foreign tax credit purposes. Your ability to deduct capital losses against ordinary income is subject to limitations.

Unearned Income Medicare Contribution Tax

Each U.S. holder who is an individual, estate or trust is generally subject to a 3.8% Medicare tax on the lesser of (i) such U.S. holder's "net investment income" for the relevant tax year, and (ii) the excess of such U.S. holder's modified adjusted gross income for the tax year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances). For this purpose, net investment income generally includes dividends on and capital gains from the sale, exchange or other disposition of our common shares or Preference Shares, subject to certain exceptions. You are encouraged to consult your own tax advisor regarding the applicability of the Medicare tax to your income and gains from your ownership of our common shares or Preference Shares.

PFIC Status and Significant Tax Consequences

In General

Special U.S. Federal income tax rules apply to you if you hold shares in a non-U.S. corporation that is classified as a PFIC for U.S. Federal income tax purposes. In general, under Section 1297 of the Code, we will be treated as a PFIC in any tax year in which, after applying certain look-through rules, either:

- (i) at least 75% of our gross income including our proportionate share of the gross income of our vessel-owning subsidiaries for such tax year consists of passive income (e.g., dividends, interest, capital gains and rents derived other than in the active conduct of a rental business); or
- (ii) at least 50% of the average value of our assets including our proportionate share of the assets of our vessel-owning subsidiaries during such tax year that produce, or are held for the production of, passive income.

Income we earn, or are deemed to earn, in connection with the performance of services will not constitute passive income. By contrast, rental income will generally constitute passive income (unless we are treated under certain special rules as deriving our rental income in the active conduct of a trade or business).

There are legal uncertainties involved in determining whether the income derived from time chartering activities constitutes rental income or income derived from the performance of services. In *Tidewater Inc. v. United States*, 565 F.2d 299 (5th Cir. 2009), the Fifth Circuit held that income derived from certain time chartering activities should be treated as rental income rather than services income for purposes of a provision of the Code relating to foreign sales corporations. In published guidance, however, the IRS stated that it disagreed with the holding in *Tidewater*, and specified that time charters should be treated as service contracts. Since we have chartered all our ships to unrelated charterers on the basis of time charters and since we expect to continue to do so, we believe that we are not a PFIC. We have received an opinion from our counsel, Cravath, Swaine & Moore LLP, that (i) the income we receive from time charters and the assets engaged in generating such income should not be treated as passive income or assets which produce (or are held for the production of) passive income, respectively, and (ii) we should currently not be a PFIC and in the future, assuming no material change in the nature of our activities and assets. This opinion is based and its accuracy is conditioned on representations, valuations and projections provided by us regarding the nature of our assets, income and charters to our counsel. While we believe these representations, valuations and projections to be accurate, the shipping market is volatile and no assurance can be given that they will continue to be accurate. Moreover, we have not sought, and we do not expect to seek, an IRS ruling on this matter. As a result, the IRS or a court could disagree with our position. No assurance can be given that this result will not occur. In addition, although we intend to conduct our affairs in a manner to avoid, to the extent possible, being classified as a PFIC with respect to any tax year, we can give no assurance that the nature of our operations will not change in the future, or that we can avoid PFIC status in the future.

If we were to be treated as a PFIC for any tax year, you generally would be subject to one of three different U.S. Federal income tax regimes, as discussed below, depending on whether or not you make certain elections. Additionally, for each year during which you own our common shares or Preference Shares, we are a PFIC and the total value of all PFIC stock that you directly or indirectly own exceeds certain thresholds, you will be required to file IRS Form 8621 with your U.S. Federal income tax return to report your ownership of our common shares or Preference Shares.

The PFIC rules are complex, and you are encouraged to consult your own tax advisor regarding the PFIC rules, including the annual PFIC reporting requirement.

Taxation of U.S. Holders Making a Timely QEF Election

If we were a PFIC and if you make a timely election to treat us as a "Qualifying Electing Fund" for U.S. tax purposes (a "QEF Election"), you would be required to report each year your pro rata share of our ordinary earnings and our net capital gain for our tax year that ends with or within your tax year, regardless of whether we make any distributions to you. Such income inclusions would not be eligible for the preferential tax rates applicable to qualified dividend income (as discussed above under "U.S. Federal Income Taxation of U.S. Holders—Distributions on Our Common Shares and Preference Shares"). Your adjusted tax basis in our common shares or Preference Shares would be increased to reflect such taxed but undistributed earnings and profits. Distributions of earnings and profits that had previously been taxed would result in a corresponding reduction in your adjusted tax basis in our common shares or Preference Shares and would not be taxed again once distributed. You generally would recognize capital gain or loss on the sale, exchange or other disposition of our common shares or Preference Shares. Even if you make a QEF Election for one of our tax years, if we were a PFIC for a prior tax year during which you held our common shares or Preference Shares and for which you did not make a timely QEF Election, you would also be subject to a more adverse regime described below under "—Taxation of U.S. Holders That Make No Election".

You would make a QEF Election by completing and filing IRS Form 8621 with your U.S. Federal income tax return for the year for which the election is made in accordance with the relevant instructions. If we were to become aware that we were to be treated as a PFIC for any tax year, we would notify all U.S. holders of such treatment and would provide all necessary information to any U.S. holder who requests such information in order to make the QEF Election described above with respect to us.

Taxation of U.S. Holders Making a Timely "Mark-to-Market" Election

Alternatively, if we were to be treated as a PFIC for any tax year and, as we believe, our common shares or Preference Shares are treated as "marketable stock", you would be allowed to make a "mark-to-market" election with respect to our common shares or Preference Shares, provided you complete and file IRS Form 8621 with your U.S. Federal income tax return for the year for which the election is made in accordance with the relevant instructions. If that election is made, you generally would include as ordinary income in each tax year the excess, if any, of the fair market value of our common shares or Preference Shares at the end of the tax year over your adjusted tax basis in our common shares or Preference Shares. You also would be permitted an ordinary loss in respect of the excess, if any, of your adjusted tax basis in our common shares or Preference Shares over its fair market value at the end of the tax year (but only to the extent of the net amount previously included in income as a result of the mark-to-market election). Your tax basis in our common shares or Preference Shares would be adjusted to reflect any such income or loss amount. Gain realized on the sale, exchange or other disposition of our common shares or Preference Shares would be treated as ordinary income, and any loss realized on the sale, exchange or other disposition of the common shares or Preference Shares would be treated as ordinary loss to the extent that such loss does not exceed the net mark-to-market gains previously included by you.

Taxation of U.S. Holders That Make No Election

Finally, if we were treated as a PFIC for any tax year and if you did not make either a QEF Election or a "mark-to-market" election for that year, you would be subject to special rules with respect to (i) any excess distribution (that is, the portion of any distributions received by you on our common shares or Preference Shares in a tax year in excess of 125% of the average annual distributions received by you in the three preceding tax years, or, if shorter, your holding period for our

common shares or Preference Shares) and (ii) any gain realized on the sale, exchange or other disposition of our common shares or Preference Shares. Under these special rules:

- (i) the excess distribution or gain would be allocated ratably over your aggregate holding period for our common shares or Preference Shares;
- (ii) the amount allocated to the current tax year and any tax year prior to the tax year we were first treated as a PFIC with respect to such U.S. holder who does not make a QEF Election or a "mark-to-market" election would be taxed as ordinary income; and
- (iii) the amount allocated to each of the other tax years would be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for that year, and an interest charge for the deemed deferral benefit would be imposed with respect to the resulting tax attributable to each such other tax year.

U.S. Federal Income Taxation of Non-U.S. Holders

You are a "non-U.S. holder" if you are a beneficial owner of our common shares or Preference Shares (other than a partnership for U.S. tax purposes) and you are not a U.S. holder.

Distributions on Our Common Shares and Preference Shares

You generally will not be subject to U.S. Federal income or withholding taxes on a distribution received from us with respect to our common shares or Preference Shares, unless the income arising from such distribution is effectively connected with your conduct of a trade or business in the United States. If you are entitled to the benefits of an applicable income tax treaty with respect to that income, that income generally is taxable in the United States only if it is attributable to a permanent establishment maintained by you in the United States.

Sale, Exchange or Other Disposition of Our Common Shares and Preference Shares

You generally will not be subject to U.S. Federal income tax or withholding tax on any gain realized upon the sale, exchange or other disposition of our common shares or Preference Shares, unless:

- (i) the gain is effectively connected with your conduct of a trade or business in the United States. If you are entitled to the benefits of an applicable income tax treaty with respect to that gain, that gain generally is taxable in the United States only if it is attributable to a permanent establishment maintained by you in the United States; or
- (ii) you are an individual who is present in the United States for 183 days or more during the tax year of disposition and certain other conditions are met.

Gain that is effectively connected with the conduct of a trade or business in the United States (or so treated) generally will be subject to U.S. Federal income tax (net of certain deductions) at regular U.S. Federal income tax rates. If you are a corporate non-U.S. holder, your earnings and profits that are attributable to the effectively connected income (subject to certain adjustments) may be subject to an additional U.S. branch profits tax at a rate of 30% (or such lower rate as may be specified by an applicable tax treaty).

United States Backup Withholding and Information Reporting

In General

In general, if you are a non-corporate U.S. holder, dividend payments (or other taxable distributions) made within the United States will be subject to information reporting requirements. Backup withholding may apply to such payments if you:

- (i) fail to provide an accurate taxpayer identification number;
- (ii) are notified by the IRS that you have failed to report all interest or dividends required to be shown on your U.S. Federal income tax returns; or
- (iii) in certain circumstances, fail to comply with applicable certification requirements.

If you are a non-U.S. holder, you may be required to establish your exemption from information reporting and backup withholding by certifying your status on IRS Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY, as applicable.

If you sell our common shares or Preference Shares to or through a U.S. office or broker, the payment of the sales proceeds is subject to both U.S. backup withholding and information reporting unless you certify that you are a non-U.S. person, under penalties of perjury, or you otherwise establish an exemption. If you sell our common shares or Preference Shares through a non-U.S. office of a non-U.S. broker and the sales proceeds are paid to you outside the United States, then information reporting and backup withholding generally will not apply to that payment.

However, U.S. information reporting requirements (but not backup withholding) will apply to a payment of sales proceeds, even if that payment is made outside the United States, if you sell our common shares or Preference Shares through a non-U.S. office of a broker that is a U.S. person or has certain other connections with the United States.

Backup withholding tax is not an additional tax. Rather, you generally may obtain a credit for any amount withheld against its liability for U.S. federal income tax (and obtain a refund of any amounts withheld in excess of such liability) by accurately completing and timely filing certain required information with the IRS.

Tax Return Disclosure

U.S. individuals who hold certain "specified foreign financial assets" (which include shares in a foreign corporation) with values in excess of certain dollar thresholds are subject to U.S. return disclosure obligations (and related penalties for failure to disclose). Such U.S. individuals are required to file IRS Form 8938 with their U.S. Federal income tax returns. Regulations extend this reporting requirement to certain entities that are treated as formed or availed of to hold direct or indirect interests in specified foreign financial assets based on certain objective criteria. You are encouraged to consult your own tax advisors concerning the filing of IRS Form 8938.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to the informational requirements of the Exchange Act. In accordance with these requirements, we file reports and other information as a foreign private issuer with the SEC. You may obtain copies of all or any part of such materials from the SEC upon payment of prescribed fees. You may also inspect reports and other information regarding companies, such as us, that file electronically with the SEC without charge at a web site maintained by the SEC at <http://www.sec.gov>.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to various market risks, including interest rate and foreign currency exchange risks. The Group makes use of derivative financial instruments such as derivative contracts to maintain the desired level of exposure arising from these risks.

A discussion of our accounting policies for derivative financial instruments is included in Note 2 to our audited consolidated financial statements included elsewhere in this report. Further information on our exposure to market risk is included in Note 24 to our audited consolidated financial statements included elsewhere in this report.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

There has been no material default in the payment of principal, interest, sinking or purchase fund installments or any other material default relating to the Group's debt. There have been no arrears in payment of dividends on, or material delinquency with respect to, any class of preference shares of the Group.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

On June 24, 2019, we and the Partnership entered into an agreement to eliminate the IDRs in exchange for the issuance by the Partnership to GasLog of 2,532,911 common units and 2,490,000 Class B units (of which 415,000 are Class B-1 units, 415,000 are Class B-2 units, 415,000 are Class B-3 units, 415,000 are Class B-4 units, 415,000 are Class B-5 units and 415,000 are Class B-6 units), issued on June 30, 2019. Class B units have all of the rights and obligations attached to the common units, except for voting rights and participation in distributions until such time as GasLog exercises its right to convert the Class B units to common units. The Class B units will become eligible for conversion on a one-for-one basis into common units at GasLog's option on July 1, 2020, July 1, 2021, July 1, 2022, July 1, 2023, July 1, 2024 and July 1, 2025 for the Class B-1 units, Class B-2 units, Class B-3 units, Class B-4 units, Class B-5 units and the Class B-6 units, respectively. Following the IDR elimination, the allocation of GasLog's profit to non-controlling interests is based on the revised distribution policy for available cash stated in the Partnership Agreement as amended, effective June 30, 2019, and under which 98.0% of the available cash is distributed to the common unitholders and 2.0% is distributed to the general partner.

ITEM 15. CONTROLS AND PROCEDURES

A. Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of December 31, 2019. Based on our evaluation, the Chief Executive Officer and the Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of December 31, 2019.

B. Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal controls over financial reporting, as such term is defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act and for the assessment of the effectiveness of internal control over financial reporting. Our internal controls over financial reporting are designed under the supervision of our Chief Executive Officer and Chief Financial Officer to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with International Financial Reporting Standards.

Our internal control over financial reporting includes those policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of our financial statements in accordance with IFRS and that our receipts and expenditures are being made in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely

detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal controls over financial reporting, misstatements may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting using criteria issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in the Internal Control-Integrated Framework (2013 framework). Based on the evaluation, our management concluded that our internal control over financial reporting was effective as of December 31, 2019.

The Company's independent registered public accounting firm has issued an attestation report on the Company's internal control over financial reporting.

C. Attestation Report of the Registered Public Accounting Firm

The effectiveness of the Company's internal control over financial reporting as of December 31, 2019 has been audited by Deloitte LLP, an independent registered public accounting firm, as stated in their report which appears below.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of GasLog Ltd.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of GasLog Ltd and subsidiaries (the "Company") as of December 31, 2019, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2019, of the Company and our report dated March 6, 2020, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal

control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte LLP

London, United Kingdom

March 6, 2020

D. Changes in Internal Control over Financial Reporting

During the period covered by this annual report, we have made no changes to our internal control over financial reporting that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

ITEM 16. [RESERVED]

ITEM 16.A. AUDIT COMMITTEE FINANCIAL EXPERT

David P. Conner and Donald J. Kintzer, whose biographical details are included in "Item 6. Directors, Senior Management and Employees—A. Directors and Senior Management", each qualifies as an "audit committee financial expert". Our board of directors has affirmatively determined that Mr. Conner and Mr. Kintzer meet the definition of "independent director" for purposes of serving on an audit committee under applicable SEC and NYSE rules.

ITEM 16.B. CODE OF ETHICS

We have adopted a Code of Business Conduct and Ethics for all directors, officers, employees and agents of the Company, a copy of which is posted on our website and may be viewed at <http://www.gaslogltd.com>. The information contained on or connected to our website is not a part of this annual report. We will also provide a paper copy of this document upon the written request of a shareholder at no cost. Shareholders may direct their requests to the attention of our General Counsel, c/o GasLog LNG Services Ltd., 69 Akti Miaouli, 18537 Piraeus, Greece. No waivers of the Code of

Business Conduct and Ethics have been granted to any person during the fiscal year ended December 31, 2019.

We have also adopted a Trading Policy that generally prohibits directors, officers, employees, controlling shareholders and their respective related parties ("Covered Persons") from trading in securities of the Company while in possession of material non-public information regarding the Company, or in securities of any other company while in possession of material non-public information regarding that company, which knowledge was obtained in the course of service to or employment with GasLog. The Trading Policy also imposes certain pre-clearance requirements and quarterly blackout periods. In addition, among other things, the Trading Policy generally prohibits Covered Persons from (i) trading in equity securities of the Company on a short-term basis, (ii) purchasing securities of the Company on margin, (iii) purchasing or selling derivatives related to securities of the Company (except for certain "permitted hedging derivatives", which the Trading Policy defines as any derivative transaction to (x) hedge a position in Company securities held by the relevant Covered Person for more than 12 months, (y) with respect to the number of Company securities less than or equal to the amount such Covered Person could sell at such time in compliance with Rule 144 under the Securities Act of 1933, as amended, and (z) otherwise in compliance with the terms of the Trading Policy) and (iv) selling Company securities short (other than short sales effected by an independent financial institution that is party to a permitted hedging derivative, in accordance with its own standard practices and procedures, for the purpose of hedging its own position as a party to, or facilitating the entry by a Covered Person into, such permitted hedging derivative).

ITEM 16.C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Deloitte LLP, an independent registered public accounting firm, has audited our annual financial statements acting as our independent auditor for the fiscal years ended December 31, 2018 and December 31, 2019.

The chart below sets forth the total amount billed and accrued for Deloitte LLP for services performed in 2018 and 2019, respectively, and breaks down these amounts by the category of service. The fees paid to our principal accountant were approved in accordance with the pre-approval policies and procedures described below.

	2018	2019
	(Expressed in millions of U.S. Dollars)	
Audit fees	\$ 1.8	\$ 1.7
Total fees.	\$ 1.8	\$ 1.7

Audit Fees

Audit fees represent compensation for professional services rendered for the audit of the consolidated financial statements of the Company and the audit of the financial statements for its individual subsidiary companies, fees for the review of the quarterly financial information, as well as in connection with the review of registration statements and related consents and comfort letters, and any other services required for SEC or other regulatory filings.

Included in the audit fees for 2018 are fees of \$0.2 million related to the Partnership's public offerings completed in 2018. Included in the audit fees for 2019 are fees of \$0.2 million related to equity and bond related transactions.

Tax Fees

No tax fees were billed by our principal accountant in 2018 and 2019.

Audit-Related Fees

No audit-related fees were billed by our principal accountant in 2018 and 2019.

All Other Fees

No other fees were billed by our principal accountant in 2018 and 2019.

Pre-approval Policies and Procedures

Our audit and risk committee is responsible for the appointment, compensation (subject to any required shareholder approval or authorization), retention and oversight of the work of the independent auditors. The audit and risk committee is also responsible for reviewing and approving in advance the retention of the independent auditors for the performance of all audit and lawfully permitted non-audit services.

ITEM 16.D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

None.

ITEM 16.E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

On November 28, 2018, the Company announced that its board of directors had approved a share repurchase programme of up to \$50 million of the Company's common shares covering the period from January 1, 2019 to December 31, 2021. Under the terms of the repurchase programme, the Company may repurchase common shares from time to time, at the Company's discretion, on the open market or in privately negotiated transactions. Any repurchases are subject to market conditions, applicable legal requirements and other considerations. The Company is not obligated under the repurchase programme to repurchase any specific dollar amount or number of common shares, and the repurchase programme may be modified, suspended or discontinued at any time or never utilized. Any common shares repurchased by the Company under the programme will be held in treasury. As December 31, 2019, 212,111 common shares had been repurchased by the Company.

Set forth below are all purchases of our common shares by us and our affiliated purchasers for the period ended December 31, 2019.

<u>Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid per Share (\$)</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs</u>
March 2019 ⁽¹⁾	212,111	\$ 17.69	212,111	—
June 2019 ⁽²⁾	55,123	\$ 13.56	—	—
August 2019 ⁽³⁾	94,012	\$ 13.12	—	—
November 2019 ⁽⁴⁾	271,070	\$ 9.62	—	—
Total	632,316		—	—

- (1) Common shares repurchased under the authorized share repurchase programme of up to \$50.0 million covering the period from January 1, 2019 to December 31, 2021.
- (2) Entities controlled by Peter Livanos, for his own benefit and the benefit of his immediate family members, and other directors and officers of GasLog, acquired these shares in open-market transactions. These shares are reflected in share ownership included in "Item 7. Major Shareholders and Related Party Transactions—Major Shareholders.
- (3) Entities controlled by Peter Livanos, for his own benefit and the benefit of his immediate family members, and other directors and officers of GasLog, acquired these shares in open-market transactions. These shares are reflected in share ownership included in "Item 7. Major Shareholders and Related Party Transactions—Major Shareholders.
- (4) Entities controlled by Peter Livanos, for his own benefit and the benefit of his immediate family members, and other directors and officers of GasLog, acquired these shares in open-market transactions. These shares are reflected in share ownership included in "Item 7. Major Shareholders and Related Party Transactions—Major Shareholders.

ITEM 16.F. CHANGE IN COMPANY'S CERTIFYING ACCOUNTANT

Not Applicable

ITEM 16.G. CORPORATE GOVERNANCE

Statement of Significant Differences Between Our Corporate Governance Practices and the NYSE Corporate Governance Standards for U.S. Non-Controlled Issuers

Overview

Pursuant to certain exceptions for foreign private issuers, we are not required to comply with certain of the corporate governance practices followed by U.S. companies under the NYSE listing standards. However, pursuant to Section 303.A.11 of the NYSE Listed Company Manual and the requirements of Form 20-F, we are required to state any significant ways in which our corporate governance practices differ from the practices required by the NYSE for U.S. companies. We believe that our established practices in the area of corporate governance are in line with the spirit of the NYSE standards and provide adequate protection to our shareholders. The significant differences between our corporate governance practices and the NYSE standards applicable to listed U.S. companies are set forth below.

Corporate Governance, Nominating Committee

Pursuant to NYSE Rules 303A.04 and 303A.05, the NYSE requires that a listed U.S. company have a nominating/corporate governance committee and a compensation committee, each composed entirely of independent directors. The NYSE rules do not require foreign private issuers like us to establish a nominating/corporate governance committee. Similarly, under Bermuda law, we are not required to have a nominating/corporate governance committee. Accordingly, we do not have a nominating/corporate governance committee.

ITEM 16.H. MINE SAFETY DISCLOSURE

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

Not applicable.

ITEM 18. FINANCIAL STATEMENTS

Reference is made to pages F-1 through F-73 included herein by reference.

ITEM 19. EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
1.1	Amended Memorandum of Association of GasLog Ltd. ⁽¹⁾
1.2	Bye-laws of GasLog Ltd. ⁽¹⁾
1.3	Amendment to the Bye-laws of GasLog Ltd. ⁽²⁾
2.1	Specimen Share Certificate ⁽¹⁾
2.2	Description of Registered Securities
4.1	Form of Registration Rights Agreement ⁽¹⁾
4.3	Appendix to the Private Agreement of Professional Hiring (English translation), dated December 1, 2010 and October 1, 2011, between Nea Dimitra Ktimatikh Kai Emporikh S.A. and GasLog LNG Services Ltd. ⁽¹⁾
4.4	Form of Indemnification Agreement for the Company's directors and certain officers ⁽⁴⁾
4.5	Form of Restrictive Covenant Agreement ⁽¹⁾
4.6	GasLog Ltd. 2013 Omnibus Incentive Compensation Plan ⁽³⁾
4.7	Facilities Agreement for \$1,311,356,340 Loan Facilities dated October 16, 2015 between GAS-eleven Ltd., GAS-twelve Ltd., GAS-thirteen Ltd., GAS-fourteen Ltd., GAS-twenty two Ltd., GAS-twenty three Ltd., GAS-twenty four Ltd., GAS-twenty five Ltd., as borrowers, Citibank, N.A., London Branch, Nordea Bank AB, London Branch, The Export-Import Bank of Korea, Bank of America, National Association, BNP Paribas, Credit Agricole Corporate and Investment Bank, Credit Suisse AG, HSBC Bank plc, ING Bank N.V., London Branch, KEB Hana Bank, London Branch, KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Societe Generale and The Korea Development Bank as mandated lead arrangers with Nordea Bank AB, London Branch as agent, security agent, global co-ordinator and bookrunner and Citibank N.A., London Branch as export credit agent, global co-ordinator, bookrunner and export credit agent co-ordinator, guaranteed by GasLog Ltd. and GasLog Carriers Ltd. ^{(4)*}
4.8	Senior Facility Agreement dated February 18, 2016, relating to a \$396,500,000 loan facility among GAS-eighteen Ltd., GAS-nineteen Ltd., GAS-twenty Ltd., GAS-twenty one Ltd. and GAS-twenty seven Ltd. as borrowers, ABN AMRO Bank N.V. and DNB (UK) Ltd. as mandated lead arrangers, original lenders and bookrunners, DVB Bank America N.V. as mandated lead arranger and original lender, Commonwealth Bank of Australia, ING Bank N.V., London Branch, Credit Agricole Corporate and Investment Bank, National Australia Bank Limited as original lenders and DNB Bank ASA, London Branch as agent and security agent. ^{(4)*}

<u>Exhibit No.</u>	<u>Description</u>
4.9	Form of Corporate Guarantee between GasLog Ltd. and DNB Bank ASA, London Branch (provided in respect of the Senior Facility Agreement, dated February 18, 2016). ⁽⁴⁾
4.10	Form of Corporate Guarantee between GasLog Partners LP and DNB Bank ASA, London Branch (provided in respect of the Senior Facility Agreement, dated February 18, 2016). ⁽⁴⁾
4.11	Facilities Agreement dated July 19, 2016, relating to \$1,050,000,000 Term Loan and Revolving Credit Facilities among GAS-one Ltd., GAS-two Ltd., GAS-six Ltd., GAS-seven Ltd., GAS-eight Ltd., GAS-nine Ltd., GAS-ten Ltd. and GAS-fifteen Ltd. as borrowers, Citigroup Global Market Limited, Credit Suisse AG, Nordea Bank AB, London Branch, Skandinaviska Enskilda Banken AB (publ), HSBC Bank plc, ING Bank N.V., London Branch, Danmarks Skibskredit A/S and The Korea Development Bank as mandated lead arrangers and DVB Bank America N.V. as arranger with Nordea Bank AB, London Branch as agent and security agent. ^{(5)*}
4.12	Facilities Agreement dated February 20, 2019, relating to \$450,000,000 Revolving Credit Facility among GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., Gas-sixteen Ltd., GAS-seventeen Ltd., as borrowers, Credit Suisse AG, Nordea Bank Abp, Filial I Norge, The IyoBank, Ltd. Singapore Branch as the Original Lenders with Nordea Bank Abp, Filial I Norge as agent and the security agent, and Credit Suisse AG as mandated lead arranger, global co-ordinator and bookrunner, guaranteed by GasLog Partners LP and GasLog Partners Holdings LLC. ^{(6)*}
4.13	Exchange Agreement among GasLog Partners LP, GasLog Partners GP LLC and GasLog Ltd. dated June 24, 2019; please see "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Exchange Agreement" ⁽⁷⁾
4.14	Facility Agreement dated June 25, 2019, relating to \$130,000,000 Term Loan Facility among GasLog Hellas-1 Special Maritime Enterprise as Borrower, ABN Amro Bank N.V. and Oversea-Chinese Banking Corporation Limited as mandated lead arrangers and ABN Amro Bank N.V. as agent and the security agent; please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities" ^{***}
4.15	Form of Corporate Guarantee between GasLog Ltd. and ABN Amro Bank N.V. (provided in respect of the GasLog Warsaw Facility, dated June 25, 2019); please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities" ^{***}

<u>Exhibit No.</u>	<u>Description</u>
4.16	Facility Agreement dated December 12, 2019, relating to \$1,052,791,260 Loan Facilities among GAS-twenty eight Ltd.; GAS-thirty Ltd., GAS-thirty one Ltd., GAS-thirty two Ltd., GAS-thirty three Ltd., GAS-thirty four Ltd., and GAS-thirty five Ltd., as borrowers, Citibank, N.A. London Branch, DNB (UK) Ltd., Skandinaviska Enskilda Banken AB (publ), Bank of America National Association, Commonwealth Bank of Australia, KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Societe Generale, London Branch, Standard Chartered Bank, BNP Paribas Seoul Branch and The Korea Development Bank as Mandated Lead Arrangers; Citibank, N.A. London Branch, DNB (UK) Ltd., Skandinaviska Enskilda Banken AB (publ), KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Societe Generale, London Branch, Standard Chartered Bank, BNP Paribas Seoul Branch and The Korea Development Bank as bookrunners; DNB Bank ASA, London Branch as Agent and security agent; Citibank N.A., London Branch as ECA Agent and ECA Co-ordinator; Citibank N.A. London Branch and DNB (UK) Ltd., as Global Co-ordinators and GasLog Ltd., GasLog Carriers Ltd., GasLog Partners LP and GasLog Partners Holdings LLC as Guarantors; please see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities" ⁽⁸⁾**
8.1	List of Subsidiaries of GasLog Ltd.
12.1	Rule 13a-14(a)/15d-14(a) Certification of GasLog Ltd.'s Chief Executive Officer
12.2	Rule 13a-14(a)/15d-14(a) Certification of GasLog Ltd.'s Chief Financial Officer
13.1	GasLog Ltd. Certification of Paul Wogan, Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the U.S. Sarbanes-Oxley Act of 2002
13.2	GasLog Ltd. Certification of Alastair Maxwell, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the U.S. Sarbanes-Oxley Act of 2002
23.1	Consent of Deloitte LLP
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Scheme
101.CAL	XBRL Taxonomy Extension Scheme Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Scheme Definition Linkbase
101.LAB	XBRL Taxonomy Extension Scheme Label Linkbase
101.PRE	XBRL Taxonomy Extension Scheme Presentation Linkbase
(1)	Previously filed as an exhibit to GasLog Ltd.'s Registration Statement on Form F-1 (File No. 333-179034), declared effective by the SEC on March 29, 2012, and hereby incorporated by reference to such Registration Statement.
(2)	Previously filed as an exhibit to GasLog Ltd.'s Report on Form 6-K (File No. 001-35466), filed with the SEC on May 24, 2013, and hereby incorporated by reference to such Report.
(3)	Previously filed as an exhibit to GasLog Ltd.'s Registration Statement on Form S-8 (File No. 333-187020), filed with the SEC on March 4, 2013, or an amendment thereto, and hereby incorporated by reference to such Registration Statement.
(4)	Previously filed as an exhibit to GasLog Ltd.'s Annual Report on Form 20-F (File No. 001-35466), filed with the SEC on March 14, 2016, and hereby incorporated by reference to such Report.
(5)	Previously filed as an exhibit to GasLog Ltd.'s Report on Form 6-K (File No. 001-35466), filed with the SEC on August 4, 2016, and hereby incorporated by reference to such Report.

- (6) Previously filed as an exhibit to GasLog Partners LP's Annual Report on Form 20-F (File No. 001-36433), filed with the SEC on February 26, 2019, and hereby incorporated by reference to such Report.
 - (7) Previously filed as Exhibit 10.1 to GasLog Partners LP's Report on Form 6-K (File No. 001-36433), filed with the SEC on June 24, 2019, and hereby incorporated by reference to such Report.
 - (8) Previously filed as an exhibit to GasLog Partners LP's Annual Report on Form 20-F (File No. 001-36433), filed with the SEC on March 3, 2020, and hereby incorporated by reference to such Report.
 - * Confidential material has been redacted and complete exhibits have been separately filed with the SEC.
 - ** Certain schedules have been omitted. The registrant hereby undertakes to furnish supplemental copies of any of the omitted schedules upon request by the SEC, provided, however, that GasLog may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any schedule so furnished.
- The registrant hereby agrees to furnish to the SEC upon request a copy of any instrument relating to long-term debt that does not exceed 10% of the total assets of the Company and its subsidiaries.

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

GASLOG LTD.,

By /s/ PAUL A. WOGAN

Name: Paul A. Wogan
Title: *Chief Executive Officer*

Dated: March 6, 2020

GASLOG LTD.
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of GasLog Ltd.

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of GasLog Ltd. and subsidiaries ("the Company") as of December 31, 2018 and 2019, the related consolidated statements of profit or loss, comprehensive income or loss, changes in equity and cash flows, for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 6, 2020, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Tangible fixed assets—Impairment of vessels—Refer to Notes 2 and 6 to the financial statements*Critical Audit Matter Description*

The carrying value of vessels as of December 31, 2019, was \$4,407.2 million, net of impairment losses of \$162.1 million recognized in 2019.

The Company's vessels are evaluated for impairment when events or changes in circumstances indicate that the carrying value may not be recoverable. For each vessel for which impairment indicators are identified, management estimates the recoverable amount, which is the higher of fair value less cost to sell and value in use, and compares it to the carrying value. The Company assesses value in use using discounted future cash flows, which requires management to make estimates and assumptions, the most significant of which are charter rates for non-contracted revenue days and the discount rate. Management identifies these as key assumptions to which the outcome of the impairment assessment is most sensitive.

In its impairment assessment as of December 31, 2019, the Company revised its assumptions for charter rates for non-contracted revenue days and for discount rates. For Steam vessels, management's assumptions for charter rates for non-contracted revenue days decreased from an average of \$58 thousand per day to \$41 thousand per day, and management's average discount rate assumption increased to 7.25%, resulting in impairment losses of \$162.1 million recognized on the Company's six Steam vessels. The estimated recoverable amount of all other non-Steam vessels for which impairment indicators were identified exceeded their carrying value as of December 31, 2019 and, therefore, no impairment was recognized for non-Steam vessels.

We identified impairment of vessels as a critical audit matter because of the significant judgments made by management to estimate the discount rate and the charter rates for non-contracted revenue days, which are particularly subjective as they involve assumptions about the LNG shipping market through the end of the useful lives of the vessels, and due to the sensitivity of the value in use calculations to management's assumptions. Performing audit procedures to evaluate the reasonableness of management's estimates of charter rates for non-contracted revenue days and the discount rate required a high degree of auditor judgment.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the charter rate assumptions for non-contracted revenue days and the discount rate used by management to estimate the recoverable amount of vessels included the following:

- We tested the controls over management's estimation of the recoverable amount of vessels for which impairment indicators were identified, including controls over the assumptions for the charter rate for non-contracted revenue days and the discount rate.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the discount rate, including: management's estimation method; testing the source information underlying the determination of the discount rate; the mathematical accuracy of the discount rate calculation; and developing a range of independent estimates and comparing those to the discount rate selected by management.
- We evaluated the reasonableness of charter rates for non-contracted revenue days up to December 31, 2024 by comparing management's assumptions for each vessel type to market data, and considered actual time charters agreed with charterers for similar vessels.

- We evaluated the reasonableness of management's charter rate assumptions from January 1, 2025 through the end of each vessel's useful life, for which very limited observable market data is available, by evaluating management's rationale and evidence for these assumptions, as follows:
 - We compared them with management's assumptions for the period up to December 31, 2024 for which market data was available, and assessed the reasonableness of the changes in management's charter rate assumptions over the forecast period in light of evidence gathered about the potential future evolution of the LNG shipping market, including forecasts and reports published by external industry experts.
 - We assessed the rationale and evidence for the estimated long run costs of building and financing newbuild LNG vessels and the differential between the longer term charter rates for each vessel type assumed by management, including comparison to historic new build prices, comparison of the differentials to actual charter rates and to market data available about nearer term charter rates, with particular focus on the charter rate differentials between Steam and non-Steam vessels.
- We also considered other relevant evidence, including shipbrokers' estimates of market values of Steam vessels that were lower than management's estimates of values in use as of December 31, 2019.
- We compared management's current assumptions for the charter rate for non-contracted revenue days and the discount rate against management's previous assumptions, and evaluated the rationale and evidence for changes in those assumptions based on observable trends in the LNG shipping market.
- We tested the mathematical accuracy of management's value in use calculations, and agreed the inputs to the source information and underlying assumptions used by management.
- We assessed the sensitivity disclosures in Note 6 based on our own sensitivity analysis, and checked management's calculations of those sensitivities.
- We evaluated management's ability to accurately forecast by comparing actual results to management's historical forecasts.

Deloitte LLP

London, United Kingdom

March 6, 2020

We have served as the Company's auditor since 2014.

GasLog Ltd. and its Subsidiaries
Consolidated statements of financial position
As of December 31, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars)

	Note	December 31, 2018	December 31, 2019
Assets			
Non-current assets			
Goodwill	3	9,511	9,511
Investment in associates	5	20,713	21,620
Deferred financing costs		4,576	11,592
Other non-current assets	10	2,543	24,221
Derivative financial instruments	26	8,966	3,572
Tangible fixed assets	6	4,323,582	4,427,065
Vessels under construction	6	159,275	203,323
Right-of-use assets	7	206,753	206,495
Total non-current assets		4,735,919	4,907,399
Current assets			
Trade and other receivables	9	20,244	24,900
Dividends receivable and other amounts due from related parties	21	33,395	573
Derivative financial instruments	26	6,222	429
Inventories		7,753	8,172
Prepayments and other current assets		3,680	13,475
Short-term investments		25,000	4,500
Cash and cash equivalents	8	342,594	263,747
Total current assets		438,888	315,796
Total assets		5,174,807	5,223,195
Equity and liabilities			
Equity			
Preference shares	11	46	46
Share capital	11	810	810
Contributed surplus	11	850,576	760,671
Reserves	12	18,962	16,799
Treasury shares	11	(3,266)	(2,159)
Retained earnings/(Accumulated deficit)		12,614	(87,832)
Equity attributable to owners of the Group		879,742	688,335
Non-controlling interests	4	1,103,380	961,518
Total equity		1,983,122	1,649,853
Current liabilities			
Trade accounts payable		11,890	27,615
Ship management creditors	8	580	601
Amounts due to related parties	21	169	200
Derivative financial instruments	26	2,091	8,095
Other payables and accruals	14	127,450	136,242
Borrowings, current portion	13	520,550	255,422
Lease liability, current portion	7	6,675	9,363
Total current liabilities		669,405	437,538
Non-current liabilities			
Derivative financial instruments	26	10,001	41,837
Borrowings, non-current portion	13	2,307,909	2,891,973
Lease liability, non-current portion	7	199,424	195,567
Other non-current liabilities		4,946	6,427
Total non-current liabilities		2,522,280	3,135,804
Total equity and liabilities		5,174,807	5,223,195

The accompanying notes are an integral part of these consolidated financial statements.

GasLog Ltd. and its Subsidiaries
Consolidated statements of profit or loss
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars, except per share data)

	Note	2017	2018	2019
Revenues	18	525,229	618,344	668,637
Net pool allocation	18	7,254	17,818	(4,264)
Voyage expenses and commissions	16	(15,404)	(20,374)	(23,772)
Vessel operating and supervision costs	15	(122,486)	(128,084)	(139,662)
Depreciation	6,7	(137,187)	(153,193)	(168,041)
Impairment loss on vessels	6	—	—	(162,149)
General and administrative expenses	17	(39,850)	(41,993)	(47,385)
Profit from operations		217,556	292,518	123,364
Financial costs	19	(139,181)	(166,627)	(190,481)
Financial income	19	2,650	4,784	5,318
Gain/(loss) on derivatives	26	2,025	(6,077)	(55,441)
Share of profit of associates	5	1,159	1,800	1,627
Total other expenses, net		(133,347)	(166,120)	(238,977)
Profit/(loss) for the year		84,209	126,398	(115,613)
Attributable to:				
Owners of the Group		15,506	47,683	(100,661)
Non-controlling interests		68,703	78,715	(14,952)
		84,209	126,398	(115,613)
Earnings/(loss) per share—basic	29	0.07	0.47	(1.37)
Earnings/(loss) per share—diluted	29	0.07	0.46	(1.37)

The accompanying notes are an integral part of these consolidated financial statements.

GasLog Ltd. and its Subsidiaries
Consolidated statements of comprehensive income or loss
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars)

	<u>Note</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Profit/(loss) for the year		84,209	126,398	(115,613)
Other comprehensive income/(loss):				
Items that may not be reclassified subsequently to profit or loss:				
Actuarial loss		—	(51)	—
Items that may be reclassified subsequently to profit or loss:				
Effective portion of changes in fair value of cash flow hedges, net of amounts recycled to profit or loss	26	2,667	(258)	(2,933)
Recycled loss of cash flow hedges reclassified to profit or loss	26	4,368	—	697
Other comprehensive income/(loss) for the year		7,035	(309)	(2,236)
Total comprehensive income/(loss) for the year		<u>91,244</u>	<u>126,089</u>	<u>(117,849)</u>
Attributable to:				
Owners of the Group		22,541	47,374	(102,897)
Non-controlling interests		68,703	78,715	(14,952)
		<u>91,244</u>	<u>126,089</u>	<u>(117,849)</u>

The accompanying notes are an integral part of these consolidated financial statements.

GasLog Ltd. and its Subsidiaries
Consolidated statements of changes in equity
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars)

	Share capital (Note 11)	Preference shares (Note 11)	Contributed surplus (Note 11)	Reserves (Note 12)	Treasury shares (Note 11)	(Accumulated deficit)/ Retained earnings	Attributable to owners of the Group	Non- controlling interests (Note 4)	Total
Balance as of January 1, 2017	810	46	966,974	10,160	(10,861)	(21,486)	945,643	564,039	1,509,682
Net proceeds from GasLog Partners' public offerings (Note 4)	—	—	—	—	—	—	—	278,226	278,226
Dividend declared (common and preference shares) (Notes 4 and 12)	—	—	(55,208)	—	—	—	(55,208)	(65,863)	(121,071)
Share-based compensation, net of accrued dividend (Note 22)	—	—	—	4,104	—	—	4,104	—	4,104
Settlement of share-based compensation	—	—	—	(2,952)	3,901	—	949	—	949
Profit for the year	—	—	—	—	—	15,506	15,506	68,703	84,209
Other comprehensive income for the year	—	—	—	7,035	—	—	7,035	—	7,035
Total comprehensive income for the year	—	—	—	7,035	—	15,506	22,541	68,703	91,244
Balance as of December 31, 2017	810	46	911,766	18,347	(6,960)	(5,980)	918,029	845,105	1,763,134
Opening adjustment ⁽¹⁾	—	—	—	(436)	—	190	(246)	—	(246)
Balance as of January 1, 2018	810	46	911,766	17,911	(6,960)	(5,790)	917,783	845,105	1,762,888
Net proceeds from GasLog Partners' public offerings (Note 4)	—	—	—	—	—	—	—	267,514	267,514
Other equity related costs	—	—	(395)	—	—	—	(395)	—	(395)
Dividend declared (common and preference shares) (Notes 4 and 12)	—	—	(60,795)	—	—	(29,279)	(90,074)	(87,954)	(178,028)
Share-based compensation, net of accrued dividend (Note 22)	—	—	—	4,434	—	—	4,434	—	4,434
Settlement of share-based compensation	—	—	—	(3,074)	3,756	—	682	—	682
Treasury shares, net	—	—	—	—	(62)	—	(62)	—	(62)
Profit for the year	—	—	—	—	—	47,683	47,683	78,715	126,398
Other comprehensive loss for the year	—	—	—	(309)	—	—	(309)	—	(309)
Total comprehensive (loss)/income for the year	—	—	—	(309)	—	47,683	47,374	78,715	126,089
Balance as of December 31, 2018	810	46	850,576	18,962	(3,266)	12,614	879,742	1,103,380	1,983,122
Opening adjustment ⁽²⁾	—	—	—	—	—	215	215	128	343
Balance as of January 1, 2019	810	46	850,576	18,962	(3,266)	12,829	879,957	1,103,508	1,983,465
Other equity related costs	—	—	(595)	—	—	—	(595)	(22)	(617)
Dividend declared (common and preference shares) (Notes 4 and 12)	—	—	(89,310)	—	—	—	(89,310)	(104,126)	(193,436)
Share-based compensation, net of accrued dividend (Note 22)	—	—	—	4,794	—	—	4,794	—	4,794
Settlement of share-based compensation	—	—	—	(4,721)	4,859	—	138	—	138
Treasury shares, net	—	—	—	—	(3,752)	—	(3,752)	(22,890)	(26,642)
Loss for the year	—	—	—	—	—	(100,661)	(100,661)	(14,952)	(115,613)
Other comprehensive loss for the year	—	—	—	(2,236)	—	—	(2,236)	—	(2,236)
Total comprehensive loss for the year	—	—	—	(2,236)	—	(100,661)	(102,897)	(14,952)	(117,849)
Balance as of December 31, 2019	810	46	760,671	16,799	(2,159)	(87,832)	688,335	961,518	1,649,853

(1) Adjusted so as to reflect certain amendments introduced due to the adoption of IFRS 15 *Revenue from Contracts with Customers* and IFRS 9 *Financial Instruments*, which became effective on January 1, 2018 (Note 2).

(2) Restated so as to reflect an adjustment introduced due to the adoption of IFRS 16 *Leases* on January 1, 2019 (Note 2(a)).

The accompanying notes are an integral part of these consolidated financial statements.

GasLog Ltd. and its Subsidiaries
Consolidated statements of cash flows
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars)

	<u>Notes</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Cash flows from operating activities:				
Profit/(loss) for the year		84,209	126,398	(115,613)
Adjustments for:				
Depreciation		137,187	153,193	168,041
Impairment loss on vessels	6	—	—	162,149
Share of profit of associates	5	(1,159)	(1,800)	(1,627)
Financial income	19	(2,650)	(4,784)	(5,318)
Financial costs	19	139,181	166,627	190,481
Unrealized foreign exchange (gains)/losses on cash and cash equivalents		(772)	329	—
Realized foreign exchange losses		—	—	773
Unrealized (gain)/loss on derivative financial instruments held for trading, including ineffective portion of cash flow hedges	26	(10,505)	8,211	54,201
Recycled loss of cash flow hedges reclassified to profit or loss	26	4,368	—	697
Non-cash defined benefit obligations		—	(51)	—
Share-based compensation	22	4,565	5,216	5,447
		<u>354,424</u>	<u>453,339</u>	<u>459,231</u>
Movements in operating assets and liabilities:				
(Increase)/decrease in trade and other receivables including related parties, net		(7,601)	(33,286)	27,609
(Increase)/decrease in prepayments and other assets		(1,465)	888	205
Decrease/(increase) in inventories		1,622	(915)	(419)
Decrease/(increase) in other non-current assets		1,396	(465)	(21,678)
Increase in other non-current liabilities		299	2,957	864
Decrease in restricted cash		42	—	—
Increase in accounts payable and other current liabilities		1,544	3,113	23,436
Cash provided by operations		<u>350,261</u>	<u>425,631</u>	<u>489,248</u>
Interest paid		<u>(126,631)</u>	<u>(141,921)</u>	<u>(171,825)</u>
Net cash provided by operating activities		<u>223,630</u>	<u>283,710</u>	<u>317,423</u>
Cash flows from investing activities:				
Payments for tangible fixed assets and vessels under construction		(82,352)	(673,787)	(479,618)
Return of capital expenditures		—	—	10,451
Other investments		(14,125)	(136)	(158)
Payments for right-of-use assets		—	(36)	(935)
Dividends received from associate		1,315	1,263	1,313
Return of contributed capital from associate	5	59	—	—
Purchase of short-term investments		(37,244)	(71,000)	(82,500)
Maturity of short-term investments		55,244	46,000	103,000
Financial income received		2,504	4,697	5,469
Net cash used in investing activities		<u>(74,599)</u>	<u>(692,999)</u>	<u>(442,978)</u>
Cash flows from financing activities:				
Proceeds from bank loans and bonds		280,000	524,165	905,730
Bank loan and bond repayments		(397,008)	(231,753)	(547,751)
Payment of loan and bond issuance costs		(8,830)	(7,449)	(25,912)
Proceeds from GasLog Partners' common unit offerings (net of underwriting discounts and commissions)		141,395	60,345	—
Proceeds from GasLog Partners' preference unit offerings (net of underwriting discounts and commissions)		139,222	208,394	—
Payment of equity raising costs		(2,032)	(917)	(1,670)
Payment for cross currency swaps' termination/modification		(20,603)	—	(3,731)
Payment for bond repurchases at a premium		(1,459)	—	(46,721)
Purchase of treasury shares or GasLog Partners' common units		—	(62)	(26,642)
Proceeds from stock options' exercise		1,223	754	149
Dividends paid		(121,071)	(178,028)	(193,436)
Payments for lease liability		(3,572)	(7,329)	(9,950)
Net cash provided by financing activities		<u>7,265</u>	<u>368,120</u>	<u>50,066</u>
Effects of exchange rate changes on cash and cash equivalents		772	(329)	(3,358)
Increase/(decrease) in cash and cash equivalents		<u>157,068</u>	<u>(41,498)</u>	<u>(78,847)</u>
Cash and cash equivalents, beginning of the year		227,024	384,092	342,594
Cash and cash equivalents, end of the year		<u>384,092</u>	<u>342,594</u>	<u>263,747</u>
Non-cash investing and financing activities				
Capital expenditures included in liabilities at the end of the year	27	3,016	19,989	18,976
Capital expenditures included in liabilities at the end of the year—Right-of-use assets		—	107	173
Equity raising costs included in liabilities at the end of the year	27	364	1,067	14
Loan issuance costs included in liabilities at the end of the year	27	1,526	407	1,317
Liabilities related to leases at the end of the year		—	287	228

The accompanying notes are an integral part of these consolidated financial statements.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****1. Organization and Operations**

GasLog Ltd. ("GasLog") was incorporated in Bermuda on July 16, 2003. GasLog and its subsidiaries (the "Group") are primarily engaged in the ownership, operation and management of vessels in the liquefied natural gas ("LNG") market, providing maritime services for the transportation of LNG on a worldwide basis and LNG vessel management services. The Group conducts its operations through its vessel-owning subsidiaries and through its vessel management services subsidiary. The Group's operations are carried out from offices in Piraeus, London, New York, Singapore and Monaco. The registered office of GasLog is Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda. GasLog's chairman, Peter G. Livanos, is GasLog's largest shareholder through his ownership of Ceres Shipping Ltd. ("Ceres Shipping"), which controls Blenheim Holdings Ltd. As of December 31, 2019, entities controlled by members of the Livanos family, including GasLog's chairman, are deemed to beneficially own approximately 40.5% of GasLog's issued and outstanding common shares. As a result of his ownership of GasLog's common shares, Mr. Livanos can effectively control the outcome of most matters on which GasLog's shareholders are entitled to vote.

On May 12, 2014, GasLog Partners LP ("GasLog Partners" or the "Partnership"), a subsidiary of GasLog, completed its initial public offering (the "GasLog Partners' IPO") with the sale and issuance of 9,660,000 common units (including 1,260,000 units in relation to the over-allotment option exercised in full by the underwriters), resulting in net proceeds of \$186,029 and representing a 48.2% ownership interest. Concurrently with the GasLog Partners' IPO, the Partnership acquired from GasLog a 100% ownership interest in GAS-three Ltd., GAS-four Ltd. and GAS-five Ltd., the entities that own the *GasLog Shanghai*, the *GasLog Santiago* and the *GasLog Sydney*, in exchange for (i) 162,358 common units and 9,822,358 subordinated units issued to GasLog representing a 49.8% ownership interest and all of the incentive distribution rights that entitle GasLog to increasing percentages of the cash that the Partnership distributes in excess of \$0.43125 per unit per quarter, (ii) 400,913 general partner units issued to GasLog Partners GP LLC (the "general partner"), a wholly owned subsidiary of GasLog, representing a 2.0% general partner interest and (iii) \$65,695 of cash consideration paid directly to GasLog from the GasLog Partners' IPO proceeds.

Since GasLog Partners' IPO, the Partnership acquired 100% of the ownership interests in the following GasLog subsidiaries that own the vessels listed below:

Date Acquisition Completed	Subsidiaries Acquired	Vessels Purchased
September 29, 2014	GAS-sixteen Ltd. and GAS-seventeen Ltd.	<i>Methane Rita Andrea</i> and <i>Methane Jane Elizabeth</i>
July 1, 2015	GAS-nineteen Ltd., GAS-twenty Ltd. and GAS-twenty one Ltd.	<i>Methane Alison Victoria</i> , <i>Methane Shirley Elisabeth</i> and <i>Methane Heather Sally</i>
November 1, 2016	GAS-seven Ltd.	<i>GasLog Seattle</i>
May 3, 2017	GAS-eleven Ltd.	<i>GasLog Greece</i>
July 3, 2017	GAS-thirteen Ltd.	<i>GasLog Geneva</i>
October 20, 2017	GAS-eight Ltd.	<i>Solaris</i>
April 26, 2018	GAS-fourteen Ltd.	<i>GasLog Gibraltar</i>
November 14, 2018	GAS-twenty seven Ltd.	<i>Methane Becki Anne</i>
April 1, 2019	GAS-twelve Ltd.	<i>GasLog Glasgow</i>

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars, except share and per share data)
1. Organization and Operations (Continued)

As of December 31, 2019, GasLog holds a 35.5% ownership interest (including the 2% interest through general partner units) in GasLog Partners and, as a result of its ownership of the general partner and the fact that the general partner elects the majority of the Partnership's directors in accordance with the Partnership Agreement, GasLog has the ability to control the Partnership's affairs and policies. Consequently, GasLog Partners is consolidated in the Group's financial statements.

The accompanying consolidated financial statements include the financial statements of GasLog and its subsidiaries. Unless indicated otherwise, the subsidiaries listed below were 100% held (either directly or indirectly) by GasLog. As of December 31, 2019, the Group's structure is as follows:

Name	Place of incorporation	Date of incorporation	Principal activities	Cargo capacity (cbm)	Vessel	Delivery date
Subsidiaries:						
GasLog Investments Ltd.	BVI	July 2003	Holding company	—	—	—
GasLog Carriers Ltd. ("GasLog Carriers")	Bermuda	February 2008	Holding company	—	—	—
GasLog Shipping Company Ltd.	Bermuda	January 2006	Holding company	—	—	—
GasLog Partners GP LLC	Marshall Islands	January 2014	Holding company	—	—	—
GasLog Cyprus Investments Ltd.	Cyprus	December 2016	Holding company	—	—	—
GasLog Services UK Ltd.	England and Wales	May 2014	Service company	—	—	—
GasLog Services US Inc.	Delaware	May 2014	Service company	—	—	—
GasLog Asia Pte Ltd.	Singapore	May 2015	Service company	—	—	—
GasLog LNG Services Ltd.	Bermuda	August 2004	Vessel management services	—	—	—
GasLog Monaco S.A.M.	Monaco	February 2010	Service company	—	—	—
GAS-one Ltd.	Bermuda	February 2008	Vessel-owning company	155,000	<i>GasLog Savannah</i>	May 2010
GAS-two Ltd.	Bermuda	February 2008	Vessel-owning company	155,000	<i>GasLog Singapore</i>	July 2010
GAS-six Ltd.	Bermuda	February 2011	Vessel-owning company	155,000	<i>GasLog Skagen</i>	July 2013
GAS-nine Ltd.	Bermuda	June 2011	Vessel-owning company	155,000	<i>GasLog Saratoga</i>	December 2014
GAS-ten Ltd.	Bermuda	June 2011	Vessel-owning company	155,000	<i>GasLog Salem</i>	April 2015
GAS-fifteen Ltd.	Bermuda	August 2013	Vessel-owning company	153,600	<i>GasLog Chelsea</i>	October 2013
GAS-eighteen Ltd.	Bermuda	January 2014	Vessel-owning company	145,000	<i>Methane Lydon Volney</i>	April 2014
GAS-twenty two Ltd.	Bermuda	May 2014	Vessel-owning company	174,000	<i>GasLog Genoa</i>	March 2018
GAS-twenty three Ltd.	Bermuda	May 2014	Vessel-owning company	174,000	<i>GasLog Gladstone</i>	March 2019
GAS-twenty four Ltd.	Bermuda	June 2014	Vessel-owning company	174,000	<i>GasLog Houston</i>	January 2018
GAS-twenty five Ltd.	Bermuda	June 2014	Vessel-owning company	174,000	<i>GasLog Hong Kong</i>	March 2018
GAS-twenty six Ltd.	Bermuda	January 2015	Lease asset company	170,000	<i>Methane Julia Louise</i>	March 2015
GAS-twenty eight Ltd.	Bermuda	September 2016	Vessel-owning company	180,000	Hull No. 2213	Q2 2020 ⁽¹⁾
GAS-twenty nine Ltd.	Bermuda	September 2016	Dormant ⁽²⁾	—	—	—
GAS-thirty Ltd.	Bermuda	December 2017	Vessel-owning company	180,000	Hull No. 2262	Q3 2020 ⁽¹⁾
GAS-thirty one Ltd.	Bermuda	December 2017	Vessel-owning company	180,000	Hull No. 2274	Q2 2020 ⁽¹⁾
GAS-thirty two Ltd.	Bermuda	December 2017	Vessel-owning company	174,000	Hull No. 2300	Q4 2020 ⁽¹⁾
GAS-thirty three Ltd.	Bermuda	May 2018	Vessel-owning company	174,000	Hull No. 2301	Q4 2020 ⁽¹⁾
GAS-thirty four Ltd.	Bermuda	May 2018	Vessel-owning company	180,000	Hull No. 2311	Q2 2021 ⁽¹⁾
GAS-thirty five Ltd.	Bermuda	December 2018	Vessel-owning company	180,000	Hull No. 2312	Q3 2021 ⁽¹⁾
GAS-thirty six Ltd.	Bermuda	December 2018	Dormant	—	—	—
GAS-thirty seven Ltd.	Bermuda	December 2018	Dormant	—	—	—
GasLog Hellas-1 Special Maritime Enterprise	Greece	June 2019	Vessel-owning company	180,000	<i>GasLog Warsaw</i> ⁽²⁾	July 2019
35.5% interest subsidiaries:						
GasLog Partners LP	Marshall Islands	January 2014	Holding company	—	—	—
GasLog Partners Holdings LLC	Marshall Islands	April 2014	Holding company	—	—	—
GAS-three Ltd.	Bermuda	April 2010	Vessel-owning company	155,000	<i>GasLog Shanghai</i>	January 2013
GAS-four Ltd.	Bermuda	April 2010	Vessel-owning company	155,000	<i>GasLog Santiago</i>	March 2013
GAS-five Ltd.	Bermuda	February 2011	Vessel-owning company	155,000	<i>GasLog Sydney</i>	May 2013
GAS-seven Ltd.	Bermuda	March 2011	Vessel-owning company	155,000	<i>GasLog Seattle</i>	December 2013
GAS-eight Ltd.	Bermuda	March 2011	Vessel-owning company	155,000	<i>Solaris</i>	June 2014
GAS-eleven Ltd.	Bermuda	December 2012	Vessel-owning company	174,000	<i>GasLog Greece</i>	March 2016
GAS-twelve Ltd.	Bermuda	December 2012	Vessel-owning company	174,000	<i>GasLog Glasgow</i>	June 2016
GAS-thirteen Ltd.	Bermuda	July 2013	Vessel-owning company	174,000	<i>GasLog Geneva</i>	September 2016

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
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1. Organization and Operations (Continued)

Name	Place of incorporation	Date of incorporation	Principal activities	Cargo capacity (cbm)	Vessel	Delivery date
GAS-fourteen Ltd.	Bermuda	July 2013	Vessel-owning company	174,000	<i>GasLog Gibraltar</i>	October 2016
GAS-sixteen Ltd.	Bermuda	January 2014	Vessel-owning company	145,000	<i>Methane Rita Andrea</i>	April 2014
GAS-seventeen Ltd.	Bermuda	January 2014	Vessel-owning company	145,000	<i>Methane Jane Elizabeth</i>	April 2014
GAS-nineteen Ltd.	Bermuda	April 2014	Vessel-owning company	145,000	<i>Methane Alison Victoria</i>	June 2014
GAS-twenty Ltd.	Bermuda	April 2014	Vessel-owning company	145,000	<i>Methane Shirley Elisabeth</i>	June 2014
GAS-twenty one Ltd.	Bermuda	April 2014	Vessel-owning company	145,000	<i>Methane Heather Sally</i>	June 2014
GAS-twenty seven Ltd.	Bermuda	January 2015	Vessel-owning company	170,000	<i>Methane Becki Anne</i>	March 2015
25% interest associate:						
Egypt LNG Shipping Ltd.	Bermuda	May 2010	Vessel-owning company	145,000	<i>Methane Nile Eagle</i>	December 2007
20% interest associate:						
Gastrade S.A. ("Gastrade")	Greece	June 2010	Service company	—	—	—

(1) For newbuildings, expected delivery quarters as of December 31, 2019 are presented.

(2) In June 2019, the newbuilding *GasLog Warsaw*, delivered on July 31, 2019, was transferred from GAS-twenty nine Ltd. to the subsidiary GasLog Hellas-1 Special Maritime Enterprise.

On October 1, 2015, GasLog Carriers, Dynagas Ltd. ("Dynagas") and Golar LNG Ltd. ("Golar") ("Pool Owners") and The Cool Pool Limited signed an LNG carrier pooling agreement (the "LNG Carrier Pool" or "Pool Agreement" or "Cool Pool") to market their vessels operating in the LNG shipping spot market. For the operation of the Cool Pool, a Marshall Islands service company named "The Cool Pool Limited" or the "Pool Manager", was incorporated in September 2015 acting as an agent. In June and July 2018, Dynagas removed its three vessels from the Cool Pool and ceased to be a shareholder.

On June 6, 2019, GasLog entered into a termination agreement with the Cool Pool, whereby GasLog would assume commercial control of its six vessels operating in the LNG carrier spot market through the Cool Pool and on June 28, 2019, GasLog transferred to Golar its 100 shares of the common capital stock of The Cool Pool Limited. Following expiry of their commitments, GasLog vessels were withdrawn from the Cool Pool in June and July 2019.

All entities in the Group have a December 31st year end. During 2019, the Group employed an average of 163 employees (2018: 172 and 2017: 184).

GasLog's common shares are traded on the New York Stock Exchange ("NYSE") under the ticker symbol "GLOG". GasLog's 8.75% Series A Cumulative Redeemable Perpetual Preference Shares ("Preference Shares") are traded on the NYSE under the ticker symbol "GLOG PR A".

2. Significant Accounting Policies
Statement of compliance

The consolidated financial statements of GasLog and its subsidiaries have been prepared in accordance with International Financial Reporting Standards (the "IFRS") as issued by the International Accounting Standards Board (the "IASB").

Basis of preparation and approval

The consolidated financial statements have been prepared on the historical cost basis, except for the revaluation of derivative financial instruments that are measured at fair values at the end of each

GasLog Ltd. and its Subsidiaries

Notes to the consolidated financial statements (Continued)

For the years ended December 31, 2017, 2018 and 2019

(All amounts expressed in thousands of U.S. Dollars, except share and per share data)

2. Significant Accounting Policies (Continued)

reporting period, as explained in the accounting policies below. Historical cost is generally based on the fair value of the consideration given in exchange for goods and services.

Going concern

In considering going concern management has reviewed the Group's future cash requirements, covenant compliance and earnings projections. As of December 31, 2019, the Group's current assets totaled \$315,796, while current liabilities totaled \$437,538, resulting in a negative working capital position of \$121,742.

Management anticipates that the Group's primary sources of funds will be available cash, cash from operations and borrowings under existing and new loan agreements. The Group may also seek to raise additional equity. Management believes that these sources of funds will be sufficient for the Group to meet its liquidity needs and comply with its banking covenants for at least twelve months from the end of the reporting period and therefore it is appropriate to prepare the financial statements on a going concern basis.

The financial statements are expressed in U.S. dollars ("USD"), which is the functional currency of the Group's subsidiaries because their vessels operate in international shipping markets in which revenues and expenses are primarily settled in USD, and the Group's most significant assets and liabilities are paid for and settled in USD.

On March 6, 2020, the financial statements were authorized on behalf of GasLog's board of directors for issuance and filing.

The principal accounting policies are set out below.

Basis of consolidation

The consolidated financial statements incorporate the financial statements of GasLog and entities controlled by GasLog (its subsidiaries). Control is achieved where GasLog:

- has power over the investee;
- is exposed, or has rights, to variable returns from its involvement with the investee; and
- has the ability to use its power to affect its returns.

Income and expenses of subsidiaries acquired or disposed of during the year are included in the consolidated financial statements from the date control is obtained and up to the date control ceases. Acquisitions of businesses are accounted for using the acquisition method.

All intra-group transactions, balances, income and expenses are eliminated in full on consolidation.

The other investors in subsidiaries in which the Group has less than 100% interest hold a non-controlling interest in the net assets of these subsidiaries. Non-controlling interest is stated at the non-controlling interest's proportion of the net assets of the subsidiaries where the Group has less than 100% interest. Subsequent to initial recognition the carrying amount of non-controlling interest is increased or decreased by the non-controlling interest's share of subsequent changes in the equity of

GasLog Ltd. and its Subsidiaries

Notes to the consolidated financial statements (Continued)

For the years ended December 31, 2017, 2018 and 2019

(All amounts expressed in thousands of U.S. Dollars, except share and per share data)

2. Significant Accounting Policies (Continued)

such subsidiaries. Total comprehensive income is attributed to a non-controlling interest even if this results in the non-controlling interest having a deficit balance.

Changes in the Group's ownership interests in subsidiaries that do not result in the Group losing control over the subsidiaries are accounted for as equity transactions. The carrying amounts of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognized directly in equity and attributed to owners of the Group.

Goodwill

Goodwill arising in a business combination is recognized as an asset at the date that control is acquired (the acquisition date). Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree, and the fair value of the acquirer's previously held equity interest in the acquiree (if any) over the net of the acquisition-date fair value of the identifiable assets acquired and the liabilities assumed. If, after reassessment, the Group's interest in the fair value of the acquiree's identifiable net assets exceeds the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree and the fair value of the acquirer's previously held equity interest in the acquiree (if any), the excess is recognized immediately in the consolidated statement of profit or loss as a bargain purchase gain.

Goodwill is not amortized but is reviewed for impairment at least annually. For the purpose of impairment testing, goodwill is allocated to each of the Group's cash-generating units expected to benefit from the synergies of the combination. Cash-generating units to which goodwill has been allocated are tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash-generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro-rata on the basis of the carrying amount of each asset in the unit. An impairment loss recognized for goodwill is not reversed in a subsequent period.

On disposal of a subsidiary, the attributable amount of goodwill is included in the determination of the profit or loss on disposal.

Investment in associates

An associate is an entity over which the Group has significant influence and that is neither a subsidiary nor an interest in a joint venture. Significant influence is the power to participate in the financial and operating policy decisions of the investee but is not control or joint control over those policies.

The results, assets and liabilities of associates are included in these financial statements using the equity method of accounting, except when the investment is classified as held for sale, in which case it is accounted for under IFRS 5 *Non-current Assets Held for Sale and Discontinued Operations*. An impairment assessment of investments in associates is performed when there is an indication that the asset has been impaired or the impairment losses recognized in prior years no longer exist.

GasLog Ltd. and its Subsidiaries

Notes to the consolidated financial statements (Continued)

For the years ended December 31, 2017, 2018 and 2019

(All amounts expressed in thousands of U.S. Dollars, except share and per share data)

2. Significant Accounting Policies (Continued)

When the Group's share of losses exceeds the carrying amount of the investment, the investment is reported at nil value and recognition of losses is discontinued except to the extent of the Group's commitment.

Investment in joint ventures

A joint arrangement is an arrangement where two or more parties have joint control. Joint control is established by a contractual arrangement that requires unanimous agreement on decisions made on relevant activities. Without the presence of joint control, joint arrangements do not exist.

Under IFRS 11 *Joint Arrangements*, investments in joint arrangements are classified as either joint operations or joint ventures. The classification depends on the contractual rights and obligations of each investor, rather than the legal structure of the joint arrangement. The arrangement is a joint operation when the contractual agreement provides rights to assets and obligations for liabilities for those parties sharing joint control. The joint arrangement is a joint venture when the agreement grants rights to the arrangement's net assets. The Cool Pool was a joint venture until June 2019 when a termination agreement was entered between GasLog and the Cool Pool. Interests in joint ventures are accounted for using the equity method (see Investment in associates above), after initially being recognized at cost in the consolidated statement of financial position.

Leases

Lease income from operating leases of vessels where the Group is a lessor is recognized in profit or loss on a straight-line basis over the lease term. The respective leased assets are included in the statement of financial position based on their nature under "Tangible fixed assets". The Group did not need to make any adjustments to the accounting for assets held as lessor as a result of adopting the new leasing standard.

The Group has changed its accounting policy for leases where the Group is the lessee. The new policy and the impact of the change are discussed below.

Until December 31, 2018, leases of property, plant and equipment (i.e. vessels) where the Group, as lessee, had substantially all the risks and rewards of ownership were classified as finance leases. Finance leases were capitalized at the lease's inception at the fair value of the leased property or, if lower, the present value of the minimum lease payments, discounted at the interest rate implicit in the lease, if practicable, or else at the Group's incremental borrowing rate. The corresponding rental obligations, net of finance charges, were included in current and non-current liabilities as finance lease liabilities. Each lease payment was allocated between the liability and finance cost. The finance cost was charged to profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period. The property, plant and equipment acquired under finance leases was depreciated over the asset's useful life or over the shorter of the asset's useful life and the lease term if there was no reasonable certainty that the Group would obtain ownership at the end of the lease term. In addition, leases in which a significant portion of the risks and rewards of ownership were not transferred to the Group as lessee were classified as operating leases (i.e. vessels' equipment, properties and other). Payments made under operating leases (net of any incentives

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

received from the lessor) were charged to profit or loss on a straight-line basis over the period of the lease.

From January 1, 2019 and onwards, each of the above leases is recognized as a right-of-use asset, with a corresponding liability recognized at the date at which the leased asset is available for use by the Group. Assets and liabilities arising from a lease are initially measured at the present value of the minimum lease payments, discounted at the interest rate implicit in the lease, if practicable, or else at the Group's incremental borrowing rate. The corresponding rental obligations, net of finance charges, are included in current and non-current liabilities as lease liabilities. Each lease payment is allocated between the liability and finance cost. The lease liability is subsequently measured by increasing the carrying amount to reflect interest on the lease liability (using the effective interest rate method) and by reducing the carrying amount to reflect lease payment made. The right-of-use asset is depreciated over its useful life or over the shorter of its useful life and the lease term if there is no reasonable certainty that the Group will obtain ownership at the end of the lease term. Payments associated with short-term leases and low-value assets are recognized on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less. Low-value items comprise of low value vessel or office equipment.

Deferral and presentation of government grants

Government grants relating to costs are deferred and recognized in the profit or loss over the period necessary to match them with the costs that they are intended to compensate. Government grants relating to income are included in non-current liabilities as deferred income and are credited to profit or loss on a straight-line basis as costs are incurred over the duration of the specific project.

Accounting for (i) revenues and related operating expenses and (ii) voyage expenses and commissions

The Group's revenues comprise revenues from time charters for the charter hire of its vessels, gross pool revenues, management fees, project supervision income and other income earned during the period in accordance with existing contracts.

A time charter represents a contract entered into for the use of a vessel for a specific period of time and a specified daily charter hire rate. Following the exit from the Cool Pool, management allocates revenues from time charters to two categories: (a) variable rate charters and (b) fixed rate charters. The variable rate charter category contains vessels operating in the LNG carrier spot and short-term market or those which have a variable rate of hire across the charter period. Time charter revenue is recognized as earned on a straight-line basis over the term of the relevant time charter starting from the vessel's delivery to the charterer. Except for the off-hire period, when a charter agreement exists, the vessel is made available and services are provided to the charterer and collection of the related revenue is reasonably assured. Unearned revenue includes cash received prior to the balance sheet date relating to services to be rendered after the balance sheet date. Accrued revenue represents income recognized in advance as a result of the straight-line revenue recognition in respect of charter agreements that provide for varying charter rates.

Under a time charter arrangement, the hire rate per the charter agreement has two components: the lease component and the service component relating to the vessel operating costs. The revenue in

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

relation to the lease component of the agreements is accounted for under IFRS 16 *Leases*. The revenue in relation to the service component relates to vessel operating expenses, which include expenses that are paid by the vessel owner such as management fees, crew wages, provisions and stores, technical maintenance and insurance expenses. These costs are essential to operating a charter and the charterers receive the benefit of these when the vessel is used during the contracted time and, therefore, these costs are accounted for in accordance with the requirements of IFRS 15 *Revenue from Contracts with Customers*.

Pool revenues were recognized on a gross basis representing time charter revenues earned by GasLog vessels participating in the pool under charter agreements where GasLog contracts directly with charterers. Revenue is recognized on a monthly basis, when the vessel is made available and services are provided to the charterer during the period, the amount can be estimated reliably and collection of the related revenue is reasonably assured.

Revenue from vessel management and vessel construction project supervision contracts is recognized when earned and when it is probable that future economic benefits will flow to the Group and such a benefit can be measured reliably.

Time charter hires received in advance are classified as liabilities until the criteria for recognizing the revenue as earned are met.

Under a time charter arrangement, the vessel operating expenses such as management fees, crew wages, provisions and stores, technical maintenance and insurance expenses and broker's commissions are paid by the vessel owner, whereas voyage expenses such as bunkers, port expenses, agents' fees and extra war risk insurance are paid by the charterer.

Management believes that mobilization of a vessel from a previous port of discharge to a subsequent port of loading does not result in a separate benefit for charterers and that the activity is thus incapable of being distinct. This activity is considered to be a required set-up activity to fulfill the contract. Consequently, positioning and repositioning fees and associated expenses should be recognized over the period of the contract to match the recognition of the respective hire revenues realized, and not at a certain point in time following the adoption of IFRS 15 *Revenue from Contracts with Customers*. All other voyage expenses and vessel operating costs are expensed as incurred, with the exception of commissions, which are also recognized on a pro-rata basis over the duration of the period of the time charter. Bunkers' consumption included in voyage expenses represents mainly bunkers consumed during vessels' unemployment and off-hire.

Net pool allocation

In relation to the vessels' participation in the Cool Pool (until July 2019), net pool allocation represents GasLog's share of the net revenues earned from the other pool participants' vessels less the other participants' share of the net revenues earned by GasLog's vessels included in the pool. Each participant's share of the net pool revenues is based on the number of pool points attributable to its vessels and the number of days such vessels participated in the pool.

GasLog Ltd. and its Subsidiaries

Notes to the consolidated financial statements (Continued)

For the years ended December 31, 2017, 2018 and 2019

(All amounts expressed in thousands of U.S. Dollars, except share and per share data)

2. Significant Accounting Policies (Continued)

Financial income and costs

Interest income is recognized on an accrual basis. Dividend income is recognized when the right to receive payment is established.

Interest expense, other borrowing costs and realized loss on cross currency swaps ("CCSs") are recognized on an accrual basis.

Foreign currencies

Transactions in currencies other than the USD are recognized at the rates of exchange prevailing at the dates of the transactions. At the end of each reporting period, monetary assets and liabilities denominated in other currencies are retranslated into USD at the rates prevailing at that date. All resulting exchange differences are recognized in the consolidated statement of profit or loss in the period in which they arise. The exchange differences from cash and bonds are classified in Financial costs, while all other foreign exchange differences are classified in General and administrative expenses.

Deferred financing costs for undrawn facilities

Commitment, arrangement, structuring, legal and agency fees incurred for obtaining new loans or refinancing existing facilities are recorded as deferred loan issuance costs and classified contra to debt, while the fees incurred for the undrawn facilities are classified under non-current assets in the statement of financial position and are reclassified contra to debt on the drawdown dates.

Deferred financing costs are deferred and amortized to financial costs over the term of the relevant loan, using the effective interest method. When the relevant loan is terminated or extinguished, the unamortized loan fees are written-off in the consolidated statement of profit or loss.

Vessels under construction

Vessels under construction are presented at cost less identified impairment losses, if any. Costs include shipyard installment payments and other vessel costs incurred during the construction period that are directly attributable to the acquisition or construction of the vessels.

Upon completion of the construction, the vessels are presented on the statement of financial position in accordance with the "Tangible fixed assets: Property, plant and equipment" policy as described below.

Tangible fixed assets: Property, plant and equipment

Tangible fixed assets are stated at cost less accumulated depreciation and any accumulated impairment loss. The initial cost of an asset comprises its purchase price and any directly attributable costs of bringing the asset to its working condition. The cost of an LNG vessel is split into two components, a "vessel component" and a "dry-docking component". Depreciation for the vessel component is calculated on a straight-line basis, after taking into account the estimated residual values, over the estimated useful life of this major component of the vessels. Residual values are based on management's estimation about the amount that the Group would currently obtain from disposal of its

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

vessels, after deducting the estimated costs of disposal, if the vessels were already of the age and in the condition expected at the end of their useful life.

The LNG vessels are required to undergo dry-docking overhaul every five years to restore their service potential and to meet their classification requirements that cannot be performed while the vessels are operating. The dry-docking component is estimated at the time of a vessel's delivery from the shipyard or acquisition from the previous owner and is measured based on the estimated cost of the first dry-docking subsequent to its acquisition, based on the Group's historical experience with similar types of vessels. For subsequent dry-dockings, actual costs are capitalized when incurred. The dry-docking component is depreciated over the period of five years in case of new vessels, and until the next dry-docking for secondhand vessels (which is performed within five years from the vessel's last dry-docking).

Costs that will be capitalized as part of the future dry-dockings will include a variety of costs incurred directly attributable to the dry-dock and costs incurred to meet classification and regulatory requirements, as well as expenses related to the dock preparation and port expenses at the dry-dock shipyard, dry-docking shipyard expenses, expenses related to hull, external surfaces and decks, and expenses related to machinery and engines of the vessel, as well as expenses related to the testing and correction of findings related to safety equipment on board. Dry-docking costs do not include vessel operating expenses such as replacement parts, crew expenses, provisions, lubricants consumption, insurance, management fees or management costs during the dry-docking period. Expenses related to regular maintenance and repairs of vessels are expensed as incurred, even if such maintenance and repair occurs during the same time period as dry-docking.

The expected useful lives of all long-lived assets are as follows:

<u>Vessel</u>	
LNG vessel component	35 years
Dry-docking component	5 years
Furniture, computer, software and other office equipment	3 - 5 years
Leasehold improvements	12 years (or remaining term of the lease)

Management estimates the useful life of its vessels to be 35 years from the date of initial delivery from the shipyard. Secondhand vessels are depreciated from the date of their acquisition through their remaining estimated useful life.

The useful lives of all assets and the depreciation method are reviewed annually to ensure that the method and period of depreciation are consistent with the expected pattern of economic benefits from items of property, plant and equipment. The residual value is also reviewed at each financial period-end. If expectations differ from previous estimates, the changes are accounted for prospectively in profit or loss in the period of the change and future periods.

Management estimates residual value of its vessels to be equal to the product of its lightweight tonnage ("LWT") and an estimated scrap rate per LWT. Effective December 31, 2019, following management's annual reassessment, the estimated scrap rate per LWT was decreased. This change in estimate is expected to increase the future annual depreciation by \$644. The estimated residual value of

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

the vessels may not represent the fair market value at any time partly because market prices of scrap values tend to fluctuate. The Partnership might revise the estimate of the residual values of the vessels in the future in response to changing market conditions.

Ordinary maintenance and repairs that do not extend the useful life of the asset are expensed as incurred.

When assets are sold, they are derecognized and any gain or loss resulting from their disposal is included in profit or loss.

Impairment of tangible fixed assets, vessels under construction and vessel held under finance lease renamed to right-of-use assets

All assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Whenever the carrying amount of an asset exceeds its recoverable amount, an impairment loss is recognized in the consolidated statement of profit or loss. The recoverable amount is the higher of an asset's fair value less cost of disposal and "value in use". The fair value less cost of disposal is the amount obtainable from the sale of an asset in an arm's length transaction less the costs of disposal, while "value in use" is the present value of estimated future cash flows expected to arise from the continuing use of an asset and from its disposal at the end of its useful life. Recoverable amounts are estimated for individual assets or, if it is not possible, for the cash-generating unit. Each vessel is considered to be a separate cash-generating unit. The fair values of the vessels are estimated from market-based evidence by appraisal that is normally undertaken by professionally qualified brokers.

Reimbursable capital expenditures

Costs eligible for capitalization that are contractually reimbursable by our charterers are recognized on a gross basis in the period incurred under "Vessels". Concurrently, an equal amount is deferred as a liability and amortized to profit or loss as income over the remaining tenure of the charter party agreement.

Provisions

Provisions are recognized when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that the Group will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation. The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows. When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)*****Inventories***

Inventories represent lubricants on board the vessel and, in the event of a vessel not being employed under a charter, the bunkers on board the vessel. Inventories are stated at the lower of cost calculated on a first in, first out basis, and net realizable value.

Financial instruments

Financial assets and liabilities are recognized when the Group becomes a party to the contractual provisions of the instrument. All financial instruments are initially recognized at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition.

- **Cash and cash equivalents**

Cash and cash equivalents includes cash on hand, deposits held at call with financial institutions and other short-term, highly liquid investments which are readily convertible into known amounts of cash with original maturities of three months or less at the time of purchase that are subject to an insignificant risk of change in value.

- **Restricted cash**

Restricted cash comprises cash held that is not available for use by the Group including cash held in blocked accounts in order to comply with the covenants under the Group's credit facilities.

- **Short-term investments**

Short-term investments represent short-term, highly liquid time deposits placed with financial institutions which are readily convertible into known amounts of cash with original maturities of more than three months but less than 12 months at the time of purchase that are subject to an insignificant risk of change in value.

- **Trade receivables**

Trade receivables are carried at the amount expected to be received from the third party to settle the obligation. At each reporting date, all potentially uncollectible accounts are assessed individually for purposes of determining the appropriate allowance for doubtful accounts. Trade receivables are recognized initially at their transaction price and subsequently measured at amortized cost using the effective interest method. Trade receivables are written off when there is no reasonable expectation of recovery. See Note 9 for further information about the Group's accounting for trade receivables.

The simplified approach is applied to trade and other receivables and the Group recognizes lifetime expected credit losses ("ECLs") on trade receivables. Under the simplified approach, the loss allowance is always equal to ECLs.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

- **Borrowings**

Borrowings are initially recognized at fair value (net of transaction costs). Borrowings are subsequently measured at amortized cost, using the effective interest rate method. Any difference between the proceeds (net of transaction costs) and the settlement of the borrowings is recognized in the statement of profit or loss over the term of the borrowings.

- **Derivative financial instruments**

The Group enters into a variety of derivative financial instruments to economically hedge its exposure to interest rate and foreign exchange rate risks, including interest rate swaps, CCSs and forward foreign exchange contracts.

Derivative financial instruments are initially recognized at fair value on the date the derivative contracts are entered into and are subsequently remeasured to their fair value at each reporting date. The resulting changes in fair value are recognized in the consolidated statement of profit or loss immediately unless the derivative is designated and effective as a hedging instrument, in which event the timing of the recognition in the consolidated statement of profit or loss depends on the nature of the hedge relationship. Derivatives are presented as assets when their valuation is favorable to the Group and as liabilities when unfavorable to the Group.

The Group's criteria for classifying a derivative instrument in a hedging relationship include: (1) the existence of an economic relationship between the hedged item and the hedging instrument (i.e., the hedging instrument and hedged item must, based on an economic rationale, be expected to move in opposite directions as a result of a change in the hedged risk); (2) the effect of the credit risk should not dominate the value changes of either the hedged item or the hedging instrument (i.e., credit risk can arise on both the hedging instrument and the hedged item in the form of the counterparty's credit risk or the entity's own credit risk); and (3) the hedge ratio (i.e., the ratio between the amount of hedged item and the amount of hedging instrument) of the hedging relationship is the same as that actually used in the economic hedge.

At inception of the hedge relationship, the Group documents the economic relationship between hedging instruments and hedged items, including whether changes in the cash flows of the hedging instruments are expected to offset changes in the cash flows of hedged items. The Group documents its risk management objective and strategy for undertaking its hedge transactions.

Cash flow hedges that qualify for hedge accounting

The effective portion of changes in the fair value of derivatives that are designated and qualify as cash flow hedges is recognized in other comprehensive income. The gain or loss relating to the ineffective portion is recognized immediately in the consolidated statement of profit or loss. Amounts previously recognized in other comprehensive income and accumulated in equity are reclassified to the consolidated statement of profit or loss in the periods when the hedged item affects profit or loss, in the same line item as the recognized hedged item. Hedge accounting is discontinued when the Group terminates the hedging relationship, when the hedging instrument expires or is sold, terminated or exercised, or when it no longer qualifies for hedge accounting.

GasLog Ltd. and its Subsidiaries

Notes to the consolidated financial statements (Continued)

For the years ended December 31, 2017, 2018 and 2019

(All amounts expressed in thousands of U.S. Dollars, except share and per share data)

2. Significant Accounting Policies (Continued)

Any gain or loss accumulated in equity at that time remains in equity and is recognized in the consolidated statement of profit or loss when the hedged item affects the consolidated statement of profit or loss. When a forecast transaction designated as the hedged item in a cash flow hedge is no longer expected to occur, the gain or loss accumulated in equity is recycled immediately to the consolidated statement of profit or loss.

Derivatives that do not qualify for hedge accounting

Certain derivative instruments do not qualify for hedge accounting. Changes in the fair value of any derivative instrument that does not qualify for hedge accounting are recognized immediately in the consolidated statement of profit or loss.

• **Lease liabilities**

Lease liabilities are initially measured at the fair value of the leased property or, if lower, the present value of the minimum lease payments—discounted at the interest rate implicit in the lease, if practicable, or else at the Group's incremental borrowing rate—and subsequently measured at amortized cost, using the effective interest rate method. Finance charges in respect of finance leases are recognized in the consolidated statement of profit or loss under "Financial costs".

Segment information

The information provided to the Group's chief operating decision maker, being the Chief Executive Officer, to review the Group's operating results and allocate resources is on a consolidated basis for a single reportable segment. Furthermore, when the Group charters a vessel to a charterer, the charterer is free to trade the vessel worldwide and, as a result, the disclosure of geographic information is impracticable.

Share-based compensation

Share-based compensation to employees and others providing similar services are measured at the fair value of the equity instruments on the grant date. Details regarding the determination of the fair value of share-based transactions are set out in Note 22.

The fair value determined at the grant date of the equity-settled share-based compensation is expensed on a straight-line basis over the vesting period, based on the Group's estimate of equity instruments that will eventually vest, with a corresponding increase in equity. At the end of each reporting period, the Group revises its estimate of the number of equity instruments expected to vest. The impact of the revision of the original estimates, if any, is recognized in the consolidated statement of profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the share-based compensation reserve.

Termination benefits

Termination benefits are payable when employment is terminated by the Group before the normal retirement date, or when an employee accepts voluntary redundancy in exchange for these benefits.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

The Group recognizes termination benefits at the earlier of the following dates: (a) when the Group can no longer withdraw the offer of those benefits; and (b) when the Group recognizes costs for a restructuring that is within the scope of IAS 37 *Provisions, Contingent Liabilities and Contingent Assets* and involves the payment of termination benefits. In the case of an offer made to encourage voluntary redundancy, the termination benefits are measured based on the number of employees expected to accept the offer. Benefits falling due more than 12 months after the end of the reporting period are discounted to present value.

Critical accounting judgments and key sources of estimation uncertainty

The preparation of consolidated financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses recognized in the consolidated financial statements. The Group's management evaluates whether estimates should be made on an ongoing basis, utilizing historical experience, consultation with experts and other methods management considers reasonable in the particular circumstances. However, uncertainty about these assumptions and estimates could result in outcomes that could require a material adjustment to the carrying amount of the assets or liabilities in the future. Critical accounting judgments are those that reflect significant judgments of uncertainties and potentially result in materially different results under different assumptions and conditions.

Critical accounting judgments

In the process of applying GasLog's accounting policies, management has made the following judgments, apart from those involving estimations, that had the most significant effect on the amounts recognized in the consolidated financial statements.

Classification of the non-controlling interests: The non-controlling interests in the Partnership comprise the portion of the Partnership's common units that are not directly or indirectly held by GasLog (32,483,580 units as of December 31, 2019). Under the terms of the partnership agreement, the Partnership is required to distribute 100% of available cash (as defined in the partnership agreement) with respect to each quarter within 45 days of the end of the quarter to the partners. Available cash can be summarized as cash and cash equivalents less an amount equal to cash reserves established by the Partnership's board of directors to (i) provide for the proper conduct of the business of the Partnership (including reserves for future capital expenditures and for anticipated future credit needs of the Partnership) subsequent to such quarter, (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Partnership member is a party or by which it is bound or its assets are subject and/or (iii) provide funds for certain distributions relating to future periods.

In reaching a judgment as to whether the non-controlling interests in the Partnership should be classified as liabilities or equity interests, management has considered the wide discretion of the board of directors of the Partnership to determine whether any portion of the amount of cash available to the Partnership constitutes available cash and that it is possible that there could be no available cash. In the event that there is no available cash, as determined by the Partnership's board of directors, the Partnership does not have a contractual obligation to make a distribution. Accordingly, management

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

has concluded that the non-controlling interests do not represent a contractual obligation on the Partnership to deliver cash and therefore should be classified as equity within the financial statements.

Key sources of estimation uncertainty are as follows:

Impairment of vessels: The Group evaluates the carrying amounts of each of its vessels to determine whether there is any indication that those vessels have suffered an impairment loss by considering both internal and external sources of information. If any such indication exists, the recoverable amount of vessels is estimated in order to determine the extent of the impairment loss, if any. The total carrying amount of the Group's vessels as of December 31, 2019, was \$4,407,156 (December 31, 2018: \$4,304,252).

Recoverable amount is the higher of fair value less costs to sell and value in use. The Group's estimates of recoverable value assume that the vessels are all in seaworthy condition without need for repair and certified in class without notations of any kind. In assessing the fair value less cost to sell of the vessel, the Group obtains charter free market values for each vessel from independent and internationally recognized ship brokers on a semi-annual basis, which are also commonly used and accepted by the Group's lenders for determining compliance with the relevant covenants in its credit facilities. Vessel values can be highly volatile, so the charter-free market values may not be indicative of the current or future market value of the Group's vessels or prices that could be achieved if it were to sell them. In assessing value in use, the estimated future cash flows are discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted. The projection of cash flows related to vessels is complex and requires management to make various estimates including future charter rates, vessel operating expenses and the discount rate.

As of December 31, 2019, the carrying amounts of each of the six steam turbine propulsion ("Steam") vessels (the *Methane Rita Andrea*, the *Methane Jane Elizabeth*, the *Methane Lydon Volney*, the *Methane Alison Victoria*, the *Methane Shirley Elisabeth* and the *Methane Heather Sally*), of eight tri-fuel diesel electric ("TFDE") vessels (the *GasLog Savannah*, the *GasLog Singapore*, the *GasLog Seattle*, the *Solaris*, the *GasLog Saratoga*, the *GasLog Salem*, the *Methane Julia Louise* and the *Methane Becki Anne*) and three low pressure dual fuel two-stroke propulsion ("X-DF") vessels (the *GasLog Genoa*, the *GasLog Gladstone* and the *GasLog Hong Kong*) were higher than the charter free market values estimated by ship brokers. The Group concluded that this, together with certain other events and circumstances (as further described in Note 6) indicated the existence of potential impairment of these vessels. As a result, the Group performed an impairment assessment for these vessels by comparing their values in use, being the discounted projected net operating cash flows for these vessels to their carrying values. The assumptions that the Group used in its discounted projected net operating cash flow analysis included, among others, utilization, operating revenues, voyage expenses and commissions, dry-docking costs, operating expenses (including management costs), residual values and the discount rate. The key assumptions, being those to which the outcome of the impairment assessment is most sensitive, are the estimate of charter rates for non-contracted revenue days and the discount rate.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

Revenue assumptions were based on contracted time charters up to the end of the current contract for each vessel, as well as the estimated average time charter rates for the remaining life of the vessel after the completion of its current contract. The revenue assumptions exclude days of scheduled off-hire based on the fleet's historical performance and internal forecasts. The estimated daily time charter rates used for non-contracted revenue days after the completion of the current time charter are based on a combination of (i) recent charter market rates, (ii) conditions existing in the LNG market as of December 31, 2019, (iii) historical average time charter rates, based on publications by independent third party maritime research services ("maritime research publications"), (iv) estimated future time charter rates, based on maritime research publications that provide such forecasts and (v) management's internal assessment of long-term charter rates achievable by each class of vessel.

More specifically, for vessels whose charters have expired or will expire within 2020, the estimated charter rates and utilization for the first year from the reporting date were based on the approved annual budget for the year, which was formed based on the anticipated market conditions for 2020 and the latest available maritime research publications from ship brokers for short-term (less than 12 months) employment of a vessel operating in the spot market on less than 1-year time charter contracts.

For non-contracted periods starting on January 1, 2021 for already expired charters or upon the expiration of the firm charter period of a vessel within 2021 and up to December 31, 2024, the Group used the most recent charter market rates for a 5-year time charter rate based on available data from maritime research publications which is \$45 per day for Steam vessels and \$65 per day for TFDE vessels. Such rates are lower than prevailing spot rates as of December 31, 2019.

For the remaining period from January 1, 2025 through the end of each vessel's useful life (for non-contracted periods), the estimated average time charter rates for Steam, TFDE and X-DF vessels were based on analysis of future supply and demand for LNG, analysis of future LNG shipping supply and demand balances, internally estimated and market-derived costs of building and financing newbuild LNG vessels, the technical characteristics of each vessel and an assessment of the appropriate discount for Steam and TFDE vessels compared to modern newbuild LNG carriers, which is driven largely by unit freight cost differentials and utilization of such vessels.

Recognizing that the LNG industry is cyclical and subject to significant volatility based on factors beyond the Group's control, management believes that the use of the revenue estimates discussed above to be reasonable as of the reporting date. The Group has assumed no inflation nor any other revenue escalation or growth factors in determining forecasted time charter rates beyond the contracted charter period through the end of a vessel's useful life, consistent with long-run historical evidence.

The Group used an annual operating expenses escalation factor equal to 1% based on its historical data and experience, as well as expectations of future inflation and operating and dry-docking costs. Estimates for the remaining useful lives of the current fleet and residual and scrap values are the same as those used for the Group's depreciation policy. All estimates used and assumptions made were in accordance with the Group's internal budgets and historical experience of the shipping industry.

In the Group's impairment assessment, the rate used to discount future estimated cash flows to their present values was approximately 6.5% to 7.25% as of December 31, 2019 (7.0% to 7.5% as of

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

December 31, 2018). This was based on an estimated weighted average cost of capital calculated using cost of equity and cost of debt components, adjusted also for vessel-specific risks and uncertainties.

The values in use for the six Steam vessels calculated as per above were lower than the carrying amounts of those vessels and, consequently, an impairment loss of \$162,149 was recognized in the year ended December 31, 2019 (Note 6). The values in use for each of the TFDE and X-DF vessels with indicators of impairment were greater than their respective carrying amounts, and therefore no impairment loss was recognized for these vessels.

In connection with the impairment testing of our vessels as of December 31, 2019, we performed a sensitivity analysis on the most difficult, subjective or complex assumptions that have the potential to affect the outcome of the impairment assessment, which are the projected charter hire rates used to forecast future cash flows for non-contracted revenue days and the discount rate used, in particular for the Steam vessels (Note 6). It is reasonably possible that changes to these assumptions within the next financial year could require a material adjustment of the carrying amount of the Group's Steam vessels.

Adoption of new and revised IFRS**(a) Standards and interpretations adopted in the current period**

In January 2016, the IASB issued IFRS 16 *Leases*, which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract, i.e. the customer ("lessee") and the supplier ("lessor"). IFRS 16 eliminates the classification of leases by lessees as either operating leases or finance leases and, instead, introduces a single lessee accounting model. Applying that model, a lessee is required to recognize: (a) assets and liabilities for all leases with a term of more than 12 months, unless the underlying asset is of low value; and (b) depreciation of lease assets separately from interest on lease liabilities in the statement of profit or loss. Lessors continue to classify their leases as operating leases or finance leases, and to account for those two types of leases differently. IFRS 16 *Leases* supersedes the previous leases Standard, IAS 17 *Leases*, and related Interpretations. The standard is effective from January 1, 2019.

The Group is a lessee under a vessel sale and leaseback arrangement and also leases various properties, vessel and office equipment. Rental contracts are typically made for fixed periods but may have extension options. Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. Following the implementation of IFRS 16, leases are recognized as a right-of-use asset and a corresponding liability at the date at which the leased asset is available for use by the Group. Each lease payment is allocated between the liability and finance cost. The finance cost is charged to profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period. The right-of-use asset is depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis.

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments: (a) fixed payments (including in-substance fixed payments), less any lease incentives receivable, (b) variable lease payments that are based on an index or a rate (if any), (c) amounts expected to be payable by the lessee under residual value guarantees (if any), (d) the exercise price of a purchase option if the lessee is reasonably certain

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

to exercise that option, and (e) payments of penalties for terminating the lease, if the lease term reflects the lessee exercising that option. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be determined, or the Group's incremental borrowing rate. Right-of-use assets are measured at cost comprising the following: (a) the amount of the initial measurement of lease liability, (b) any lease payments made at or before the commencement date less any lease incentives received, (c) any initial direct costs, and (d) restoration costs. Payments associated with short-term leases and leases of low-value assets are recognized on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less. Low-value assets comprise vessel and office equipment.

For leases where the Group is the lessee, the Group has elected to apply the simplified approach, by which comparative information is not restated and any adjustment is recognized at the date of initial application of IFRS 16 *Leases*. In addition, the Group has elected to apply the exemption for short-term leases or leases of low-value assets where available. The adoption of the standard on January 1, 2019, resulted in an increase in total assets of \$7,618, an increase in retained earnings of \$215, an increase in non-controlling interests of \$128 and an increase in total liabilities of \$7,275.

A reconciliation of the operating lease commitments disclosed applying IAS 17 *Leases* from the prior year to the Lease liabilities recognized as of January 1, 2019 is provided below:

Operating lease commitments disclosed as at December 31, 2018	6,125
Discounted using the lessee's incremental borrowing rate at the date of initial application	4,858
Finance lease liabilities recognized as at December 31, 2018	206,099
Communication systems using the lessee's incremental borrowing rate at the date of initial application	2,397
Printers using the lessee's incremental borrowing rate at the date of initial application	20
Lease liability as at January 1, 2019	213,374
Lease liability, current portion	7,742
Lease liability, non-current portion	205,632
Total lease liabilities as at January 1, 2019	213,374

In September 2019, the IASB issued amendments to IFRS 9 *Financial Instruments*, IAS 39 *Financial Instrument: Recognition and measurement*, and IFRS 7 *Financial Instruments: Disclosures* which provide certain reliefs in connection with interest rate benchmark reform. The amendments will be effective for annual periods beginning on or after January 1, 2020. The Group has elected to adopt the amendments early. In accordance with the transition provisions, the amendments have been adopted retrospectively to hedging relationships that existed at the start of the reporting period or were designated thereafter. The amendments provide temporary relief from applying specific hedge accounting requirements to hedging relationships directly affected by interbank offered rate ("IBOR") reform. The reliefs have the effect that IBOR reform should not generally cause hedge accounting to terminate. However, any hedge ineffectiveness should continue to be recorded in the income statement. Furthermore, the amendments set out triggers for when the reliefs will end, which include the uncertainty arising from interest rate benchmark reform no longer being present. The Group uses CCSs

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****2. Significant Accounting Policies (Continued)**

in order to hedge the Group's exposure to fluctuations deriving from its bonds (Note 26). The amendments permit continuation of hedge accounting even though there is uncertainty about the replacement of the floating interest rates included in its CCSs (Note 24).

(b) Standards and amendments in issue not yet adopted

At the date of authorization of these consolidated financial statements, there were no IFRS standards and amendments issued but not yet adopted with an expected material effect on the Group's consolidated financial statements.

3. Goodwill

Goodwill resulted from the acquisition in 2005 of Ceres LNG Services Ltd., the vessel management company, which represents a cash-generating unit. On September 30, 2011, Ceres LNG Services Ltd. was renamed "GasLog LNG Services Ltd". As of December 31, 2019, the Group assessed the recoverable amount of goodwill and concluded that goodwill associated with the Group's vessel management company was not impaired. The recoverable amount of the vessel management operations is determined based on discounted future cash flows based on the financial budget approved by management for the year-ending December 31, 2020 and management forecasts until 2023.

The key assumptions used in the value-in-use calculations (2020 and beyond) are as follows:

- (i) Average inflation of 1.0% per annum based on historical data and performance;
- (ii) A pre-tax discount rate of 8.0% per annum based on cost of equity;
- (iii) Annual growth rate of 1.0%; and
- (iv) 1 Euro = USD 1.135 based on the 2020 budget.

Growth is based on the number of vessels expected to be under management based on the shipbuilding contracts in place at the end of the year and the long-term strategy of the Group. Management believes that any reasonably possible further change in the key assumptions on which recoverable amount is based would not cause the carrying amount of the cash-generating unit to exceed its recoverable amount.

4. Equity Transactions***GasLog Partners' offerings***

On January 27, 2017, GasLog Partners completed an equity offering of 3,750,000 common units at a public offering price of \$20.50 per unit. In addition, the option to purchase additional units was partially exercised by the underwriter on February 24, 2017, resulting in 120,000 additional units being sold at the same price. The aggregate net proceeds from this offering, including the partial exercise by the underwriter of the option to purchase additional units, after deducting underwriting discounts and other offering expenses were \$78,197.

On May 15, 2017, GasLog Partners completed a public offering of 5,750,000 8.625% Series A Cumulative Redeemable Perpetual Fixed to Floating Rate Preference Units (the "Partnership's

GasLog Ltd. and its Subsidiaries

Notes to the consolidated financial statements (Continued)

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4. Equity Transactions (Continued)

Series A Preference Units") (including 750,000 units issued upon the exercise in full by the underwriters of their option to purchase additional Partnership's Series A Preference Units), liquidation preference \$25.00 per unit, at a price to the public of \$25.00 per preference unit. The net proceeds from the offering after deducting underwriting discounts, commissions and other offering expenses were \$138,804. The Partnership's Series A Preference Units are listed on the New York Stock Exchange under the symbol "GLOP PR A". The initial distribution on the Partnership's Series A Preference Units was paid on September 15, 2017.

On May 16, 2017, GasLog Partners commenced an "at-the-market" common equity offering programme ("ATM Programme"), under which the Partnership may, from time to time, raise equity through the issuance and sale of new common units having an aggregate offering value of up to \$100,000 in accordance with the terms of an equity distribution agreement, entered into on the same date. Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. LLC have agreed to act as sales agents. On November 3, 2017, the Partnership entered into the Amended and Restated Equity Distribution Agreement to increase the size of the ATM Programme to \$144,040 and to include UBS Securities LLC as a sales agent.

From establishment of the ATM Programme through December 31, 2017, GasLog Partners had issued and received payment for 2,737,405 common units at a weighted average price of \$22.97 per common unit for total net proceeds, after deducting fees and other expenses, of \$61,225.

Additionally, on May 16, 2017, the subordination period on the subordinated units of GasLog Partners held by GasLog expired and consequently all 9,822,358 subordinated units of GasLog Partners converted into common units of GasLog Partners on a one-for-one basis and now participate pro rata with all other outstanding common units in distributions of available cash.

On January 17, 2018, GasLog Partners completed a public offering of 4,600,000 8.200% Series B Cumulative Redeemable Perpetual Fixed to Floating Rate Preference Units (the "Partnership's Series B Preference Units"), including 600,000 units issued upon the exercise in full by the underwriters of their option to purchase additional Partnership's Series B Preference Units, at a price to the public of \$25.00 per preference unit. The net proceeds from the offering, after deducting underwriting discounts, commissions and other offering expenses, were \$111,194. The Partnership's Series B Preference Units are listed on the New York Stock Exchange under the symbol "GLOP PR B".

On April 3, 2018, GasLog Partners issued 33,998 common units in connection with the vesting of 16,999 Restricted Common Units ("RCUs") and 16,999 Performance Common Units ("PCUs") under its 2015 Long-Term Incentive Plan (the "GasLog Partners' Plan") at a price of \$23.55 per unit. Subsequently, on April 26, 2018, in connection with the acquisition of GAS-fourteen Ltd., the entity that owns and charts the *GasLog Gibraltar*, GasLog Partners issued 1,858,975 common units to GasLog at a price of \$24.21 per unit. On November 15, 2018, GasLog Partners completed a public offering of 4,000,000 8.500% Series C Cumulative Redeemable Perpetual Fixed to Floating Rate Preference Units (the "Partnership's Series C Preference Units"), at a price to the public of \$25.00 per preference unit. The net proceeds from the offering, after deducting underwriting discounts, commissions and other offering expenses, were \$96,307. The Partnership's Series C Preference Units are listed on the New York Stock Exchange under the symbol "GLOP PR C".

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4. Equity Transactions (Continued)

On November 27, 2018, the Partnership Agreement was amended to allow for the substitution of the existing incentive distribution rights (the "Old IDRs") with a new class of incentive distribution rights (the "New IDRs", together with the Old IDRs, the "IDRs") with revised rights to distributions. Pursuant to this amendment, the 48.0% tier of the New IDRs holders was removed, while the definition of the available cash from operating surplus for distribution to the New IDRs holders was revised to exclude any available cash from operating surplus generated from third-party (i.e., non-GasLog) acquisitions, as defined in the agreement. In exchange for the waiving of the aforementioned rights, the Partnership paid \$25,000 to GasLog, holder of the Old IDRs.

The following table illustrates the percentage allocation of the additional available cash from operating surplus after the payment of preference unit distributions, in respect to such rights, until November 27, 2018:

	Marginal Percentage Interest in Distributions			
	Total Quarterly Distribution Target Amount	Common Unitholders	General Partner	Holders of IDRs
Old IDRs				
Minimum Quarterly Distribution	\$0.375	98.0%	2.0%	0%
First Target Distribution	\$0.375 up to \$0.43125	98.0%	2.0%	0%
Second Target Distribution	\$0.43125 up to \$0.46875	85.0%	2.0%	13.0%
Third Target Distribution	\$0.46875 up to \$0.5625	75.0%	2.0%	23.0%
Thereafter	Above \$0.5625	50.0%	2.0%	48.0%

Effective November 27, 2018, the percentage allocation of the additional available cash from operating surplus after the payment of preference unit distributions and excluding available cash from operating surplus derived from non-GasLog acquisitions was amended, in respect to such rights, as follows:

	Marginal Percentage Interest in Distributions			
	Total Quarterly Distribution Target Amount	Common Unitholders	General Partner	Holders of IDRs
New IDRs				
Minimum Quarterly Distribution	\$0.375	98.0%	2.0%	0%
First Target Distribution	\$0.375 up to \$0.43125	98.0%	2.0%	0%
Second Target Distribution	\$0.43125 up to \$0.46875	85.0%	2.0%	13.0%
Thereafter	Above \$0.46875	75.0%	2.0%	23.0%

Under the Partnership's ATM Programme, in the year ended December 31, 2018, GasLog Partners has issued and received payment for 2,553,899 common units at a weighted average price of \$23.72 per common unit for total net proceeds, after deducting fees and other expenses, of \$60,013.

On January 29, 2019, the board of directors of GasLog Partners authorized a unit repurchase programme of up to \$25,000 covering the period January 31, 2019 to December 31, 2021. Under the terms of the repurchase programme, GasLog Partners may repurchase common units from time to time, at its discretion, on the open market or in privately negotiated transactions. During the year ended December 31, 2019, GasLog Partners repurchased and cancelled 1,171,572 common units at a weighted average price of \$19.52 per common unit, for a total cost of \$22,890 including commissions.

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4. Equity Transactions (Continued)

On February 26, 2019, the Partnership entered into a Third Amended and Restated Equity Distribution Agreement to further increase the size of the ATM Programme from \$144,040 to \$250,000. As of December 31, 2019, the unutilized portion of the ATM Programme is \$126,556.

On April 1, 2019, GasLog Partners issued 49,850 common units in connection with the vesting of 24,925 RCUs and 24,925 PCUs under the GasLog Partners' Plan at a price of \$22.99 per unit.

On June 24, 2019, the Partnership Agreement was amended, effective June 30, 2019, to eliminate the IDRs in exchange for the issuance by the Partnership to GasLog of 2,532,911 common units and 2,490,000 Class B units (of which 415,000 are Class B-1 units, 415,000 are Class B-2 units, 415,000 are Class B-3 units, 415,000 are Class B-4 units, 415,000 are Class B-5 units and 415,000 are Class B-6 units), issued on June 30, 2019. The Class B units have all of the rights and obligations attached to the common units, except for voting rights and participation in distributions until such time as GasLog exercises its right to convert the Class B units to common units. The Class B units will become eligible for conversion on a one-for-one basis into common units at GasLog's option on July 1, 2020, July 1, 2021, July 1, 2022, July 1, 2023, July 1, 2024 and July 1, 2025 for the Class B-1 units, Class B-2 units, Class B-3 units, Class B-4 units, Class B-5 units and the Class B-6 units, respectively. Following the IDR elimination, the allocation of GasLog Partners' profit to the non-controlling interests is based on the revised distribution policy for available cash stated in the Partnership Agreement as amended, effective June 30, 2019, and under which 98% of the available cash is distributed to the common unitholders and 2% is distributed to the general partner. The updated earnings allocation applies to the total GasLog Partners' profit for the three months ended June 30, 2019 and onwards.

Allocation of GasLog Partners' profit/(loss)^(*)	2018	2019
Partnership's profit/(loss) attributable to:		
Common unitholders	75,879	(66,268)
General partner	1,602	(1,479)
IDRs	2,618	—
Paid and accrued preference equity distributions	22,498	30,328
Total	102,597	(37,419)
Partnership's profit/(loss) allocated to GasLog	23,882	(22,467)
Partnership's profit/(loss) allocated to non-controlling interests	78,715	(14,952)
Total	102,597	(37,419)

* Excludes profits of GAS-fourteen Ltd., GAS-twenty seven Ltd. and GAS-twelve Ltd. for the period prior to their transfers to the Partnership on April 26, 2018, November 14, 2018 and April 1, 2019, respectively.

Dividends declared attributable to non-controlling interests included in the consolidated statement of changes in equity represent cash distributions to holders of common and preference units.

In the year ended December 31, 2019, the board of directors of the Partnership approved and declared cash distributions of \$73,090 and of \$31,036 for the common units and preference units, respectively, held by non-controlling interests.

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5. Investment in Associates and Joint Venture

The Group participates in the following associates and joint venture:

Name	Country of incorporation	% of ownership interest		Nature of relationship	Measurement method	Principal activity
		2018	2019			
Egypt LNG Shipping Ltd. ⁽¹⁾	Bermuda	25%	25%	Associate	Equity method	Vessel-owning company
Gastrade ⁽²⁾	Greece	20%	20%	Associate	Equity method	Service company
The Cool Pool Limited ⁽³⁾	Marshall Islands	50%	—	Joint venture	Equity method	Service company

(1) Egypt LNG Shipping Ltd. owns and operates a 145,000 cbm LNG vessel built in 2007.

(2) Gastrade is a private limited company licensed to develop an independent natural gas system offshore Alexandroupolis in Northern Greece utilizing a floating storage and regasification unit ("FSRU") along with other fixed infrastructure.

(3) The Cool Pool Limited is the commercial manager of the Cool Pool acting as an agent (Note 1).

Investment in associates and joint venture consist of the following:

	Associates	
	2018	2019
As of January 1,	20,800	20,713
Additions	136	158
Share of profit of associates	1,800	1,627
Dividend declared	(2,023)	(878)
As of December 31,	20,713	21,620

The additions of \$158 relate to the investment in Gastrade (December 31, 2018: \$136). On February 9, 2017, GasLog acquired a 20% shareholding in Gastrade, a private limited company licensed to develop an independent natural gas system offshore Alexandroupolis in Northern Greece utilizing an FSRU along with other fixed infrastructure. GasLog, as well as being a shareholder, will provide operations and maintenance ("O&M") services for the FSRU through an O&M agreement which was signed on February 23, 2018.

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5. Investment in Associates and Joint Venture (Continued)

Summarized financial information in respect of the associates and the joint venture is set out below:

	Associates		Joint Venture	
	2018	2019	2018	2019
Current				
Total current assets	20,836	22,749	98,448	—
Total current liabilities	(16,333)	(15,258)	(98,448)	—
Non-current				
Total non-current assets	114,459	106,421	—	—
Total non-current liabilities	(90,879)	(82,153)	—	—
Net assets	28,083	31,759	—	—
Group's share	6,939	7,840	—	—
Effect from translation	(47)	(41)	—	—
Goodwill	13,821	13,821	—	—
Investment in associates and joint venture	20,713	21,620	—	—

	Associates			Joint Venture		
	2017	2018	2019	2017	2018	2019
Revenues	19,627	23,513	26,294	159,460	346,170	121,434
Profit for the year	4,637	7,040	6,429	—	—	—
Total comprehensive income for the year	4,637	7,040	6,429	—	—	—
Group's share in profit	1,159	1,800	1,627	—	—	—
Dividend declared	(2,759)	(8,091)	(3,510)	—	—	—
Group's share in dividend	690	2,023	878	—	—	—

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6. Tangible Fixed Assets and Vessels Under Construction

The movements in tangible fixed assets and vessels under construction are reported in the following table:

	Vessels	Office property and other tangible assets	Total tangible fixed assets	Vessels under construction
<u>Cost</u>				
As of January 1, 2018	4,217,866	19,224	4,237,090	166,655
Additions	49,036	4,678	53,714	637,046
Transfer from vessels under construction	642,776	—	642,776	(642,776)
Transfer under "Other non-current assets"	—	—	—	(1,650)
Fully amortized fixed assets	(10,000)	(192)	(10,192)	—
As of December 31, 2018	4,899,678	23,710	4,923,388	159,275
Additions	26,233	1,454	27,687	450,918
Return of capital expenditures	(11,224)	—	(11,224)	—
Transfer from vessels under construction	406,870	—	406,870	(406,870)
Fully amortized fixed assets	(7,209)	—	(7,209)	—
As of December 31, 2019	5,314,348	25,164	5,339,512	203,323
<u>Accumulated depreciation</u>				
As of January 1, 2018	460,815	3,709	464,524	—
Depreciation	144,611	863	145,474	—
Fully amortized fixed assets	(10,000)	(192)	(10,192)	—
As of December 31, 2018	595,426	4,380	599,806	—
Depreciation	156,826	875	157,701	—
Impairment loss on vessels	162,149	—	162,149	—
Fully amortized fixed assets	(7,209)	—	(7,209)	—
As of December 31, 2019	907,192	5,255	912,447	—
<u>Net book value</u>				
As of December 31, 2018	4,304,252	19,330	4,323,582	159,275
As of December 31, 2019	4,407,156	19,909	4,427,065	203,323

Vessels with an aggregate carrying amount of \$4,407,156 as of December 31, 2019 (December 31, 2018: \$4,304,252) have been pledged as collateral under the terms of the Group's loan agreements (Note 13).

As of December 31, 2019, a number of increasingly strong negative indicators such as the difference between ship broker estimates of the fair market values and the carrying values of the Group's Steam vessels, the lack of liquidity in the market for term employment for Steam vessels and reduced expectations for the estimated rates at which such term employment could be secured, together with the continued addition of modern, larger and more fuel efficient LNG carriers to the global fleet, prompted the Group to perform an impairment assessment of its vessels in accordance with the

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6. Tangible Fixed Assets and Vessels Under Construction (Continued)

Group's accounting policy (Note 2). The recoverable amounts (values in use) for the five Steam vessels owned by the Partnership, i.e. the *Methane Rita Andrea*, the *Methane Jane Elizabeth*, the *Methane Alison Victoria*, the *Methane Shirley Elisabeth* and the *Methane Heather Sally* and the one Steam vessel owned by GasLog i.e. the *Methane Lydon Volney* calculated as per above were lower than the respective carrying amounts of these vessels and, consequently, an aggregate impairment loss of \$162,149 was recognized in profit or loss in the year ended December 31, 2019, as illustrated below:

Vessel	As of and for the year ended December 31, 2019		
	Initial carrying amount	Impairment loss	Net book value (recoverable amount)
<i>Methane Rita Andrea</i>	126,330	(27,300)	99,030
<i>Methane Jane Elizabeth</i>	131,554	(29,476)	102,078
<i>Methane Lydon Volney</i>	132,399	(23,301)	109,098
<i>Methane Alison Victoria</i>	128,229	(31,625)	96,604
<i>Methane Shirley Elisabeth</i>	130,141	(26,709)	103,432
<i>Methane Heather Sally</i>	129,654	(23,738)	105,916
Total	778,307	(162,149)	616,158

The most sensitive and/or subjective assumptions that have the potential to affect the outcome of the impairment assessment for the Steam vessels are the projected charter hire rate used to forecast future cash flows for non-contracted revenue days (the "re-chartering rate") and the discount rate used. The average re-chartering rate over the remaining useful life of the vessels used in our impairment exercise for the Steam vessels was \$41 per day (December 31, 2018: \$58 per day). Increasing/decreasing the average re-chartering rate used by \$5 per day would result in an aggregate decrease/increase in the impairment charge of \$111,143. The discount rate used for the Steam vessels was 7.25% as of December 31, 2019 (December 31, 2018: 7.1% average). Increasing/decreasing the discount rate by 0.5% would increase/(decrease) the impairment loss by \$21,969/(\$23,439), respectively.

In April and May 2017, GasLog LNG Services Ltd. entered into agreements in relation to investments in certain of the Partnership's and GasLog's vessels, with the aim of enhancing their operational performance. On March 7, 2019, GasLog LNG Services Ltd. and one of the suppliers signed an interim agreement regarding the reimbursement of amounts already paid by the Group in respect of the aforementioned enhancements which were not timely delivered or in the correct contractual condition. In accordance with the terms of the interim agreement, \$10,451 has been reimbursed to the Group with realized foreign exchange losses of \$773 recorded in profit or loss.

In May 2014, GAS-twenty two Ltd. entered into a shipbuilding contract with Samsung Heavy Industries Co., Ltd. ("Samsung") for the construction of an LNG carrier (174,000 cubic meters ("cbm")). The vessel (the *GasLog Genoa*) was delivered on March 29, 2018.

In June 2014, GAS-twenty four Ltd. and GAS-twenty five Ltd. entered into shipbuilding contracts with Hyundai Heavy Industries Co., Ltd. for the construction of two LNG carriers (174,000 cbm each). The first vessel, the *GasLog Houston*, was delivered on January 8, 2018, while the second vessel, the *GasLog Hong Kong*, was delivered on March 20, 2018.

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6. Tangible Fixed Assets and Vessels Under Construction (Continued)

In May 2014, GAS-twenty three Ltd. entered into a shipbuilding contract with Samsung for the construction of an LNG carrier (174,000 cbm). The vessel (the *GasLog Gladstone*) was delivered on March 15, 2019.

In September 2016, GasLog Carriers entered into a shipbuilding contract with Samsung for the construction of one LNG carrier (180,000 cbm). The vessel (the *GasLog Warsaw*) was delivered on July 31, 2019.

Vessels under construction

As of December 31, 2019, GasLog has the following newbuildings on order at Samsung:

<u>LNG Carrier</u>	<u>Date of agreement</u>	<u>Estimated delivery</u>	<u>Cargo Capacity (cbm)</u>
Hull No. 2213	January 2018	Q2 2020	180,000
Hull No. 2274	March 2018	Q2 2020	180,000
Hull No. 2262	May 2018	Q3 2020	180,000
Hull No. 2300	August 2018	Q4 2020	174,000
Hull No. 2301	August 2018	Q4 2020	174,000
Hull No. 2311	December 2018	Q2 2021	180,000
Hull No. 2312	December 2018	Q3 2021	180,000

Vessels under construction represent scheduled advance payments to the shipyards as well as certain capitalized expenditures. As of December 31, 2019, the Group has paid to the shipyard \$197,637 for the vessels that are under construction and expects to pay the remaining installments as they come due upon each vessel's keel laying, launching and delivery (Note 23(a)).

The vessels under construction costs as of December 31, 2018 and 2019 are comprised of:

	<u>As of</u> <u>December 31,</u>	
	<u>2018</u>	<u>2019</u>
Progress shipyard installments	152,075	197,637
Onsite supervision costs	5,766	3,879
Critical spare parts, equipment and other vessel delivery expenses	1,434	1,807
Total	<u>159,275</u>	<u>203,323</u>

7. Leases

On adoption of IFRS 16, the Group recognised lease liabilities in relation to leases of various properties, vessel communication equipment and certain printers which had previously been classified as operating leases under IAS 17 *Leases*. As of January 1, 2019, these liabilities were measured at the present value of the remaining lease payments, discounted using a weighted average incremental borrowing rate of 4.8%.

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7. Leases (Continued)

On February 24, 2016, GasLog's subsidiary, GAS-twenty six Ltd., completed the sale and leaseback of the *Methane Julia Louise* with a subsidiary of Mitsui. Mitsui has the right to on-sell and lease back the vessel. The vessel was sold to Mitsui for a cash consideration of \$217,000. GasLog leased back the vessel under a bareboat charter from Mitsui for a period of up to 20 years. GasLog has the option to repurchase the vessel on pre-agreed terms no earlier than the end of year ten and no later than the end of year 17 of the bareboat charter. The bareboat hire is fixed and GasLog had a holiday period for the first 210 days, which expired on September 21, 2016. This leaseback meets the definition of a finance lease under IAS 17 *Leases*.

The movements in right-of use assets are reported in the following table:

Right-of-Use Assets	Vessel	Vessel Equipment	Properties	Other	Total
As of January 1, 2019	206,753(*)	2,630	4,969	19	214,371
Additions	1,001	336	1,080	47	2,464
Depreciation expense	(7,722)	(1,109)	(1,499)	(10)	(10,340)
As of December 31, 2019	200,032	1,857	4,550	56	206,495

* The balance as of December 31, 2018 represented the vessel held under finance lease and was included in the financial statement line "Vessel held under finance lease", which was renamed to "Right-of-use assets" as of January 1, 2019.

An analysis of the lease liabilities is as follows:

	Lease Liabilities
As of January 1, 2019	213,374
Additions	1,462
Lease charge (Note 19)	10,506
Payments	(20,412)
As of December 31, 2019	204,930
Lease liability, current portion	9,363
Lease liability, non-current portion	195,567
Total	204,930

An amount of \$106 has been recognized in the consolidated statement of profit or loss for the year ended December 31, 2019, which represents the lease expense incurred for low value leases not included in the measurement of the right-of-use assets and the lease liability.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****8. Cash and Cash Equivalents**

Cash and cash equivalents consist of the following:

	As of December 31,	
	2018	2019
Current accounts	220,089	113,655
Time deposits (with original maturities of three months or less)	121,925	149,491
Ship management client accounts	580	601
Total	342,594	263,747

Ship management client accounts represent amounts provided by the clients of GasLog LNG Services Ltd. in order to enable the Group to cover obligations of vessels under management. A compensating balance is held as a current liability.

9. Trade and Other Receivables

Trade and other receivables consist of the following:

	As of December 31,	
	2018	2019
Trade receivables	808	9,463
VAT receivable	1,094	637
Accrued income	9,473	8,274
Insurance claims	1,282	1,400
Other receivables	7,587	5,126
Total	20,244	24,900

Trade and other receivables are amounts due from third parties for services performed in the ordinary course of business. They are generally due for settlement immediately and therefore are all classified as current. Trade and other receivables are recognized initially at the amount of consideration that is unconditional unless they contain certain significant financing components, at which point they are recognized at fair value. The Group holds the trade receivables with the objective to collect the contractual cash flows and therefore measures them subsequently at amortized cost using the effective interest rate method.

Accrued income represents net revenues receivable from charterers, which have not yet been invoiced; all other amounts not yet invoiced are included under Other receivables.

As of December 31, 2018 and 2019 no allowance for expected credit losses was recorded.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****10. Other Non-Current Assets**

Other non-current assets consist of the following:

	As of December 31,	
	2018	2019
Various guarantees	451	388
Other long-term assets	2,092	1,613
Cash collaterals on swaps	—	22,220
Total	2,543	24,221

Cash collaterals on swaps represent cash deposited for the Group's interest rate swaps being the difference between their fair value and an agreed threshold.

11. Share Capital

GasLog's authorized share capital consists of 500,000,000 shares with a par value \$0.01 per share.

As of December 31, 2019, the share capital consisted of 80,871,670 issued and outstanding common shares, par value \$0.01 per share, 121,456 treasury shares issued and held by GasLog and 4,600,000 Preference Shares issued and outstanding (December 31, 2018: 80,861,246 issued and outstanding common shares, par value \$0.01 per share, 131,880 treasury shares issued and held by GasLog and 4,600,000 Preference Shares issued and outstanding). The movements in the number of

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11. Share Capital (Continued)

shares, the share capital, the Preference Shares, the contributed surplus and the treasury shares are reported in the following table:

	Number of Shares			Amounts			
	Number of common shares	Number of treasury shares	Number of preference shares	Share capital	Preference shares	Contributed surplus	Treasury shares
Outstanding as of January 1, 2017	80,561,353	431,773	4,600,000	810	46	966,974	(10,861)
Dividends declared deducted from contributed surplus due to accumulated deficit	—	—	—	—	—	(55,208)	—
Treasury shares distributed for awards vested or exercised in the year	156,532	(156,532)	—	—	—	—	3,901
Outstanding as of December 31, 2017	80,717,885	275,241	4,600,000	810	46	911,766	(6,960)
Purchase of treasury shares	(2,818)	2,818	—	—	—	—	(62)
Treasury shares distributed for awards vested or exercised in the year	146,179	(146,179)	—	—	—	—	3,756
Equity raising fees	—	—	—	—	—	(395)	—
Dividends declared deducted from contributed surplus due to accumulated deficit	—	—	—	—	—	(60,795)	—
Outstanding as of December 31, 2018	80,861,246	131,880	4,600,000	810	46	850,576	(3,266)
Purchase of treasury shares	(212,111)	212,111	—	—	—	—	(3,752)
Treasury shares distributed for awards vested or exercised in the year	222,535	(222,535)	—	—	—	—	4,859
Equity raising fees	—	—	—	—	—	(595)	—
Dividends declared deducted from contributed surplus due to accumulated deficit	—	—	—	—	—	(89,310)	—
Outstanding as of December 31, 2019	80,871,670	121,456	4,600,000	810	46	760,671	(2,159)

The treasury shares were acquired by GasLog in 2014 and 2018 in relation to the settlement of share-based compensation awards (Note 22).

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12. Reserves

The movements in reserves are reported in the following table:

	Hedging	Employee benefits	Share-based compensation reserve	Total reserves
Balance as of January 1, 2017	(7,177)	(105)	17,442	10,160
Effective portion of changes in fair value of cash flow hedges	2,667	—	—	2,667
Recycled loss of cash flow hedges reclassified to profit or loss	4,368	—	—	4,368
Share-based compensation, net of accrued dividend	—	—	4,104	4,104
Settlement of share-based compensation	—	—	(2,952)	(2,952)
Balance as of December 31, 2017	(142)	(105)	18,594	18,347
Retained earnings adjustment ⁽¹⁾	(436)	—	—	(436)
Balance as of January 1, 2018 (restated)	(578)	(105)	18,594	17,911
Effective portion of changes in fair value of cash flow hedges	(258)	—	—	(258)
Share-based compensation, net of accrued dividend	—	—	4,434	4,434
Settlement of share-based compensation	—	—	(3,074)	(3,074)
Actuarial loss	—	(51)	—	(51)
Balance as of December 31, 2018	(836)	(156)	19,954	18,962
Effective portion of changes in fair value of cash flow hedges	(2,933)	—	—	(2,933)
Recycled loss of cash flow hedges reclassified to profit or loss	697	—	—	697
Share-based compensation, net of accrued dividend	—	—	4,794	4,794
Settlement of share-based compensation	—	—	(4,721)	(4,721)
Balance as of December 31, 2019	(3,072)	(156)	20,027	16,799

(1) Adjusted so as to reflect certain amendments introduced due to the adoption of IFRS 15 *Revenue from Contracts with Customers* and IFRS 9 *Financial Instruments*, which became effective on January 1, 2018 (Note 2).

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12. Reserves (Continued)
Dividend distributions

GasLog's dividend distributions for the years ended December 31, 2017, 2018 and 2019 are presented in the following table:

	<u>Declaration date</u>	<u>Type of shares</u>	<u>Dividend per share</u>	<u>Payment date</u>	<u>Amount paid</u>
	February 16, 2017	Common	\$ 0.14	March 16, 2017	11,278
	March 9, 2017	Preference	\$ 0.546875	April 3, 2017	2,516
	May 4, 2017	Common	\$ 0.14	May 25, 2017	11,287
	May 4, 2017	Preference	\$ 0.546875	July 3, 2017	2,516
	August 2, 2017	Common	\$ 0.14	August 24, 2017	11,288
	September 14, 2017	Preference	\$ 0.546875	October 2, 2017	2,516
	November 1, 2017	Common	\$ 0.14	November 22, 2017	11,291
	November 16, 2017	Preference	\$ 0.546875	January 2, 2018	2,516
Total					55,208
	February 15, 2018	Common	\$ 0.14	March 15, 2018	11,300
	March 8, 2018	Preference	\$ 0.546875	April 2, 2018	2,516
	May 3, 2018	Common	\$ 0.15	May 24, 2018	12,120
	May 11, 2018	Preference	\$ 0.546875	July 2, 2018	2,516
	August 1, 2018	Common	\$ 0.15	August 23, 2018	12,122
	September 13, 2018	Preference	\$ 0.546875	October 1, 2018	2,516
	October 31, 2018	Common	\$ 0.15	November 21, 2018	12,126
	November 15, 2018	Preference	\$ 0.546875	January 2, 2019	2,516
	November 28, 2018	Common	\$ 0.40	December 17, 2018	32,342
Total					90,074
	February 13, 2019	Common	\$ 0.15	March 14, 2019	12,129
	March 7, 2019	Preference	\$ 0.546875	April 1, 2019	2,516
	May 2, 2019	Common	\$ 0.15	May 23, 2019	12,129
	May 10, 2019	Preference	\$ 0.546875	July 1, 2019	2,515
	July 31, 2019	Common	\$ 0.15	August 22, 2019	12,129
	September 17, 2019	Preference	\$ 0.546875	October 1, 2019	2,516
	November 5, 2019	Common	\$ 0.15	November 21, 2019	12,129
	November 14, 2019	Preference	\$ 0.546875	January 2, 2020	2,516
	December 14, 2019	Common	\$ 0.38	December 31, 2019	30,731
Total					89,310

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13. Borrowings

An analysis of the borrowings is as follows:

	As of December 31,	
	2018	2019
Amounts due within one year	531,209	268,090
Less: unamortized deferred loan/bond issuance costs	(10,659)	(12,668)
Borrowings, current portion	520,550	255,422
Amounts due after one year	2,344,389	2,930,221
Less: unamortized premium	—	1,457
Less: unamortized deferred loan/bond issuance costs	(36,480)	(39,705)
Borrowings, non-current portion	2,307,909	2,891,973
Total	2,828,459	3,147,395

Bank Loans-secured
Terminated facility:

(a) Citibank N.A., Nordea Bank Finland plc, London Branch, DVB Bank America N.V., ABN Amro Bank N.V., Skandinaviska Enskilda Banken AB and BNP Paribas loan

On November 12, 2014, GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-sixteen Ltd., GAS-seventeen Ltd., GasLog Partners and GasLog Partners Holdings LLC entered into a loan agreement with Citibank N.A., London Branch, acting as security agent and trustee for and on behalf of the other finance parties mentioned above, for a credit facility for up to \$450,000 (the "Old Partnership Facility") for the purpose of refinancing in full the existing debt facilities. The agreement provides for a single tranche that was drawn on November 18, 2014. The credit facility bears interest at LIBOR plus a margin. The balance outstanding as of December 31, 2018 is \$360,000 (December 31, 2017: \$382,500) and is repayable in 4 equal quarterly installments of \$5,625 each and a final balloon payment of \$337,500 payable concurrently with the last quarterly installment in November 2019. In February 2019, the Partnership signed a debt refinancing of up to \$450,000 with certain financial institutions (refer to (d) below), in order to refinance such indebtedness. On March 6, 2019, the Partnership used \$354,375 drawn down under the new facility to prepay the outstanding debt of GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-sixteen Ltd. and GAS-seventeen Ltd., which would have been due in November 2019. On March 7, 2019, the Old Partnership Facility was terminated and the respective unamortized loan fees of \$988 were written-off to profit or loss.

Existing facilities:

(a) Citibank, N.A., London Branch, Nordea Bank AB, London Branch, The Export-Import Bank of Korea, Bank of America, National Association, BNP Paribas, Crédit Agricole Corporate and Investment Bank, Credit Suisse AG, HSBC Bank plc, ING Bank N.V., London Branch, KEB HANA

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****13. Borrowings (Continued)****Bank, London Branch, KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Société Générale and The Korea Development Bank loan**

On October 16, 2015, GAS-eleven Ltd., GAS-twelve Ltd., GAS-thirteen Ltd., GAS-fourteen Ltd., GAS-twenty two Ltd., GAS-twenty three Ltd., GAS-twenty four Ltd. and GAS-twenty five Ltd. entered into a debt financing agreement with 14 international banks for \$1,311,356 to partially finance the delivery of the eight newbuildings expected to be delivered in 2016, 2018 and 2019. The financing is backed by the Export Import Bank of Korea ("KEXIM") and the Korea Trade Insurance Corporation ("K-Sure"), who are either directly lending or providing cover for over 60% of the facility.

The loan agreement provides for four tranches of \$412,458, \$201,094, \$206,115 and \$491,690. The facility is also sub-divided into eight loans, one loan per newbuilding vessel, to be provided for each of the vessels on a pro rata basis under each of the four tranches. Each drawing under the first three tranches shall be repaid in 24 consecutive semi-annual equal installments commencing six months after the actual delivery of the relevant vessel according to a 12-year profile. Each drawing under the fourth tranche shall be repaid in 20 consecutive semi-annual equal installments commencing six months after the actual delivery of the relevant vessel according to a 20-year profile, with a balloon payment together with the final installment. On March 22, 2016 and June 24, 2016, \$162,967 was drawn down on each date with respect to the deliveries of the *GasLog Greece* and the *GasLog Glasgow*, on September 26, 2016 and October 25, 2016, \$160,697 was drawn down on each date with respect to the deliveries of the *GasLog Geneva* and the *GasLog Gibraltar*, on January 2, 2018 and March 14, 2018, \$166,210 was drawn on each date with respect to the deliveries of the *GasLog Houston* and the *GasLog Hong Kong*, while on March 23, 2018 and March 11, 2019, \$165,805 was drawn down on each date with respect to the deliveries of the *GasLog Genoa* and the *GasLog Gladstone*. The aggregate balance outstanding under the loan facility as of December 31, 2019 was \$1,103,442 (December 31, 2018: \$1,024,655). Amounts drawn bear interest at LIBOR plus a margin. The vessel-owning entities that made the drawdowns are also required to maintain at all times minimum liquidity of \$1,500 and are in compliance as of December 31, 2019.

As of December 31, 2019, commitment, arrangement, coordination, agency, bookrunner and legal fees for obtaining the undrawn portion of the financing were netted off debt on the respective drawdown dates (December 31, 2018: \$4,526 were classified under Deferred financing costs in the statements of financial position).

(b) ABN AMRO Bank N.V., DNB (UK) Ltd., DVB Bank America N.V., Commonwealth Bank of Australia, ING Bank N.V., London Branch, Credit Agricole Corporate and Investment Bank and National Australia Bank Limited loan

On February 18, 2016, GAS-eighteen Ltd., GAS-nineteen Ltd., GAS-twenty Ltd., GAS-twenty one Ltd. and GAS-twenty seven Ltd. entered into a credit agreement to refinance the debt maturities that were scheduled to become due in 2016 and 2017 (the "Five Vessel Refinancing"). The Five Vessel Refinancing comprises a five-year senior tranche facility of up to \$396,500 and a two-year bullet junior tranche facility of up to \$180,000. The vessels covered by the Five Vessel Refinancing are the GasLog Partners-owned *Methane Alison Victoria*, *Methane Shirley Elisabeth* and *Methane Heather Sally* and the GasLog-owned *Methane Lydon Volney* and *Methane Becki Anne*.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****13. Borrowings (Continued)**

On April 5, 2016, \$395,450 and \$179,750 under the senior and junior tranche, respectively, of the Five Vessel Refinancing were drawn to partially refinance \$644,000 of the outstanding debt of GAS-eighteen Ltd., GAS-nineteen Ltd., GAS-twenty Ltd., GAS-twenty one Ltd. and GAS-twenty seven Ltd.. The balance of \$68,800 was paid from available cash. Following the decrease in the aggregate available amount by \$1,300, the senior tranche facility provides for four advances of \$72,288 each and a fifth advance of \$106,298. The first four advances shall be repaid in 20 quarterly equal installments commencing three months after the relevant drawdown dates while the fifth advance shall be repaid in 17 quarterly equal installments commencing 12 months after the relevant drawdown date, with a balloon payment together with the final installments. The junior tranche facility provides for four advances of \$29,958 each and a fifth advance of \$59,918. Each advance under the junior tranche shall be repaid in full 24 months after the relevant drawdown dates.

On April 5, 2017, GasLog prepaid \$150,000 under the junior tranche facility agreement. The prepayment was applied to the advances as follows: \$29,958 applies to Advance A (GAS-eighteen Ltd.), \$20,042 applies to Advance B (GAS-nineteen Ltd.), \$20,042 applies to Advance C (GAS-twenty Ltd.), \$20,042 applies to Advance D (GAS-twenty one Ltd.) and \$59,918 applies to Advance E (GAS-twenty seven Ltd.). The prepayment did not result in substantially different terms and was accounted for as a debt modification. Consequently, the unamortized loan fees of \$1,016 were amortized based on the revised effective interest rate over the remaining life of each Advance.

On January 5, 2018, GasLog Partners prepaid the remaining \$29,750 under the junior tranche facility agreement, which was subsequently cancelled. The prepayment was applied to the advances as follows: \$9,917 applies to Advance B (GAS-nineteen Ltd.), \$9,917 applies to Advance C (GAS-twenty Ltd.) and \$9,916 applies to Advance D (GAS-twenty one Ltd.). The prepayment resulted in an accelerated amortization as of December 31, 2017 of \$213.

The aggregate balance outstanding under the senior tranche as of December 31, 2019 is \$289,709 (December 31, 2018: \$321,439). Amounts drawn bear interest at LIBOR plus a margin. The five vessel-owning entities that made the drawdowns are also required to maintain at all times minimum liquidity of \$1,500 and are in compliance as of December 31, 2019.

(c) Citigroup Global Market Limited, Credit Suisse AG, Nordea Bank AB, London Branch, Skandinaviska Enskilda Banken AB (publ), HSBC Bank plc, ING Bank N.V., London Branch, Danmarks Skibskredit A/S, Korea Development Bank and DVB Bank America N.V. loan

On July 19, 2016, GAS-one Ltd., GAS-two Ltd., GAS-six Ltd., GAS-seven Ltd., GAS-eight Ltd., GAS-nine Ltd., GAS-ten Ltd. and GAS-fifteen Ltd. entered into a credit agreement with a number of international banks (the "Legacy Facility Refinancing") to refinance the existing indebtedness on eight of GasLog's on-the-water vessels of up to \$1,050,000, extending the maturities of six existing credit facilities to 2021. The vessels covered by the Legacy Facility Refinancing are the *GasLog Savannah*, the *GasLog Singapore*, the *GasLog Skagen*, the *GasLog Seattle*, the *Solaris*, the *GasLog Saratoga*, the *GasLog Salem* and the *GasLog Chelsea*.

The Legacy Facility Refinancing is comprised of a five-year term loan facility of up to \$950,000 and a revolving credit facility of up to \$100,000. On July 25, 2016, the available amount of \$950,000 under the term loan facility and \$11,641 under the revolving credit facility were drawn to refinance the aggregate existing indebtedness of \$959,899 of GAS-one Ltd., GAS-two Ltd., GAS-six Ltd.,

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****13. Borrowings (Continued)**

GAS-seven Ltd., GAS-eight Ltd., GAS-nine Ltd., GAS-ten Ltd. and GAS-fifteen Ltd. Amounts drawn bear interest at LIBOR plus a margin. On January 17, 2017, \$30,000 was drawn under the revolving credit facility. On July 3, 2017, the full drawn amount of \$41,641 under the revolving credit facility was repaid. On November 13, 2018, \$25,940 was drawn under the revolving credit facility, which was repaid on December 12, 2018.

The balance outstanding as of December 31, 2019 of \$775,000 under the term loan facility shall be repaid in three semi-annual installments of \$29,167 each and a balloon repayment of \$687,500 five years after drawdown (December 31, 2018: \$833,333). The outstanding balance under the revolving credit facility as of December 31, 2019 was \$0, while the available amount of \$100,000 can be drawn and repaid at any time until January 2021 and July 2021, respectively. The aforementioned vessel-owning entities are also required to maintain at all times minimum liquidity of \$1,500 and are in compliance as of December 31, 2019.

(d) Credit Suisse AG, Nordea Bank Abp, filial I Norge and Iyo Bank Ltd., Singapore Branch

On February 20, 2019, GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-sixteen Ltd., GAS-seventeen Ltd., GasLog Partners and GasLog Partners Holdings LLC entered into a loan agreement with Credit Suisse AG, Nordea Bank Abp, filial I Norge and Iyo Bank Ltd., Singapore Branch, each an original lender and Nordea acting as security agent and trustee for and on behalf of the other finance parties mentioned above, for a credit facility of up to \$450,000 (the "2019 Partnership Facility") for the purpose of refinancing in full the Old Partnership Facility described above. Subsequently, on the same date, the Development Bank of Japan, Inc. entered the facility as lender via transfer certificate. The vessels covered by the 2019 Partnership Facility are the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney*, the *Methane Rita Andrea* and the *Methane Jane Elizabeth*.

The agreement provides for an amortizing revolving credit facility which can be repaid and redrawn at any time, subject to the outstanding amount immediately after any drawdown not exceeding (i) 75% of the aggregate of the market values of all vessels under the agreement, or (ii) the total facility amount. The total facility amount reduces in 20 equal quarterly amounts of \$7,357, with a final balloon amount of up to \$302,860, together with the last quarterly reduction in February 2024. The credit facility bears interest at LIBOR plus a margin. On March 6, 2019, the Partnership drew down \$360,000 under the 2019 Partnership Facility, out of which \$354,375 was used to prepay the outstanding debt under the Old Partnership Facility, which would have been due in November 2019. On April 1, 2019, the Partnership drew down an additional \$75,000 under the 2019 Partnership Facility. The aggregate balance outstanding as of December 31, 2019 is \$425,949.

(e) ABN AMRO BANK N.V. and Oversea-Chinese Banking Corporation Limited ("OCBC")

On June 25, 2019, GasLog Hellas-1 Special Maritime Enterprise entered into a loan agreement with ABN AMRO BANK N.V. and OCBC, for the financing of the *GasLog Warsaw*, which was delivered on July 31, 2019 (the "*GasLog Warsaw Facility*"). The agreement provides for a single tranche of \$129,500 that was drawn on July 25, 2019 and is repayable in 28 equal quarterly installments of \$1,619 each and a final balloon payment of \$84,175 payable concurrently with the last quarterly installment in June 2026. The loan bears interest at LIBOR plus a margin. The balance outstanding as of December 31, 2019 is \$127,881.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****13. Borrowings (Continued)****Undrawn facility:**

(a) Citibank, N.A., London Branch, DNB (UK) Ltd., Skandinaviska Enskilda Banken AB (publ), The Export-Import Bank of Korea, Bank of America, National Association, BNP Paribas, Seoul Branch, Commonwealth Bank of Australia, KfW IPEX-Bank GmbH, National Australia Bank Limited, Oversea-Chinese Banking Corporation Limited, Société Générale, Standard Chartered Bank, The Korea Development Bank and KB Kookmin Bank

On December 12, 2019, GAS-twenty eight Ltd., GAS-thirty Ltd., GAS-thirty one Ltd., GAS-thirty two Ltd., GAS-thirty three Ltd., GAS-thirty four Ltd. and GAS-thirty five Ltd. entered into a loan agreement (the "7xNB Facility") with 13 international banks, with Citibank N.A. London Branch and DNB Bank ASA, London Branch acting as agents on behalf of the other finance parties. The financing is backed by KEXIM and K-Sure, who are either directly lending or providing cover for over 60% of the facility. The agreement of up to \$1,052,791 partially finances the delivery of seven newbuildings scheduled to be delivered in 2020 and 2021. The loan agreement provides for four tranches of \$176,547, \$174,787, \$356,671 and \$344,786. The facility will be also sub-divided into seven loans, one loan per newbuilding vessel, to be provided for each of the vessels on a pro rata basis under each of the four tranches. Each drawing under the first three tranches shall combine to be repaid in 24 consecutive semi-annual equal instalments commencing six months after the actual delivery of the relevant vessel according to an average 12-year profile. Each drawing under the fourth tranche shall be repaid in a single bullet seven years after the actual delivery of the relevant vessel.

As of December 31, 2019, commitment, underwriting and legal fees of \$11,592 for obtaining the undrawn portion of the financing are classified under Deferred financing costs in the statement of financial position and will be netted off debt on the respective drawdown dates.

Securities covenants and guarantees

The obligations under the aforementioned facilities are secured by a first priority mortgage over the vessels, a pledge or negative pledge of the share capital of the respective vessel owning companies and a first priority assignment of earnings and insurance related to the vessels, including charter revenue, management revenue and any insurance and requisition compensation. Obligations under the 2019 Partnership Facility are facilities guaranteed by the Partnership and GasLog Partners Holdings LLC, obligations under the Five Vessel Refinancing are guaranteed by GasLog, by the Partnership and GasLog Partners Holdings LLC for up to the value of the commitments relating to the *Methane Alison Victoria*, *Methane Shirley Elisabeth*, *Methane Heather Sally* and the *Methane Becki Anne* and by GasLog Carriers Ltd. for up to the value of the commitments on the remaining vessels, obligations under the Legacy Facility Refinancing are guaranteed by GasLog, by the Partnership and GasLog Partners Holdings LLC for up to the value of the commitments relating to the *GasLog Seattle* and the *Solaris* and by GasLog Carriers Ltd. for up to the value of the commitments on the remaining vessels, obligations under the debt agreement entered into in October 2015 are guaranteed by GasLog, the Partnership and GasLog Partners Holdings LLC for up to the value of the commitments relating to the *GasLog Greece*, the *GasLog Geneva*, the *GasLog Glasgow* and the *GasLog Gibraltar* and by GasLog Carriers Ltd. for up to the value of the commitments on the remaining vessels, while obligations under the *GasLog Warsaw* debt agreement and the 7xNB Facility are guaranteed by GasLog and GasLog

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****13. Borrowings (Continued)**

Carriers Ltd.. The facilities include customary respective covenants, and among other restrictions the facilities include a fair market value covenant pursuant to which the majority lenders may request additional security under the facilities if the aggregate fair market value of the collateral vessels (without taking into account any charter arrangements) were to fall below 120% of the aggregate outstanding principal balance (with respect to each individual vessel in the debt financing agreement entered into in October 2015 and the 7xNB Facility, below 115% of the outstanding principal balance of that vessel for the first two years after each drawdown and below 120% at any time thereafter). The Group was in compliance with the required minimum security coverage as of December 31, 2019.

Bonds

On June 27, 2013, GasLog issued NOK 500,000 (or \$83,206 based on the exchange rate on June 27, 2013) of senior unsecured bonds maturing on June 27, 2018 (the "NOK 2018 Bonds"). On May 2, 2014, GasLog closed a follow-on issue of NOK 500,000 (or \$83,612 based on the exchange rate on closing date) of the NOK 2018 Bonds at a premium of \$4,180 (based on the exchange rate on closing date). On June 27, 2016, GasLog repurchased and cancelled NOK 588,000 (or \$70,677) of the outstanding NOK 2018 Bonds at a price of 103.0% of par value, resulting in a loss of \$2,120. On June 27, 2017, GasLog completed the repurchase of the outstanding balance of the NOK 2018 Bonds at a price of 103.0% of par value, resulting in a loss of \$1,459, for a total consideration of NOK 424,360 (\$70,783 at the swapped rate under the associated CCSs). The aforementioned repurchase was considered an extinguishment of the existing NOK 2018 Bonds, and as a result, the unamortized bond fees and premium of \$283 (gain) were written off to profit or loss for the year ended December 31, 2017.

On June 27, 2016, GasLog also completed the issuance of NOK 750,000 (equivalent to \$90,150) of new senior unsecured bonds (the "NOK 2021 Bonds") in the Norwegian bond market. The NOK 2021 Bonds were due to mature in May 2021 and have a coupon of 6.9% over three-month Norwegian Interbank Offered Rate ("NIBOR"). On November 27, 2019, GasLog repurchased and cancelled NOK 316,000 of the outstanding NOK 2021 Bonds at a price of 104.75% of par value, resulting in a loss of \$1,644.

The NOK 2021 Bonds bear interest at NIBOR plus margin. Interest payments are made in arrears on a quarterly basis. GasLog may redeem the NOK 2021 Bonds in whole or in part as follows: (a) with settlement date at any time from June 27, 2019 to but not including June 27, 2020 at 104.0% of par plus accrued interest on redeemed amount, (b) with settlement date at any time from June 27, 2020 to but not including December 27, 2020 at 102.50% of par plus accrued interest on redeemed amount, and (c) with settlement date at any time from December 27, 2020 to but not including the maturity date at 101.0% of par plus accrued interests on redeemed amount. Subsequently, on January 31, 2020, GasLog repurchased and cancelled the outstanding NOK 2021 Bonds, at a price of 104% of par value.

On March 22, 2017, GasLog closed a public offering of \$250,000 aggregate principal amount of 8.875% senior unsecured notes due in 2022 (the "8.875% Senior Notes") at a public offering price of 100% of the principal amount. On May 16, 2019, GasLog closed a follow-on issue of \$75,000 aggregate principal amount of the 8.875% Senior Notes priced at 102.5% of par with a yield to maturity of 7.89%. The gross proceeds from this offering were \$76,875, including a \$1,875 premium. The carrying

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****13. Borrowings (Continued)**

amount under the 8.875% Senior Notes, net of unamortized financing costs and premium as of December 31, 2019, was \$322,938 (December 31, 2018: \$246,760). In addition, GasLog paid \$10,000 for the partial exchange of the outstanding 8.875% Senior Notes at a price of 104.75% of par value, resulting in a loss of \$475. The exchange was completed in January 2020.

Interest payment on the 8.875% Senior Notes is made in arrears on a quarterly basis. GasLog may redeem the 8.875% Senior Notes, in whole or in part, at any time and from time to time at a redemption price equal to the greater of (a) 100% of the principal amount of such notes and (b) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to but excluding the date of redemption), computed using a discount rate equal to the applicable treasury rate plus 50 basis points, plus accrued and unpaid interest thereon to the date of redemption.

On November 27, 2019, GasLog completed the issuance of NOK 900,000 (equivalent to \$98,550) of new senior unsecured bonds (the "NOK 2024 Bonds") in the Norwegian bond market. The NOK 2024 Bonds will mature in November 2024 and bear interest at NIBOR plus margin. Interest payments shall be made in arrears on a quarterly basis. GasLog may redeem the aforementioned bond in whole or in part as from May 2024 at 101% of par plus accrued interests on the redeemed amount.

The carrying amount under the NOK 2021 Bonds and the NOK 2024 Bonds, net of unamortized financing costs and unamortized premium, as of December 31, 2019 was \$149,433 (carrying amount under the NOK 2021 Bonds as of December 31, 2018: \$85,231) while their fair value was \$157,383 based on a USD/NOK exchange rate of 0.1134 as of December 31, 2019 (December 31, 2018: \$91,664, based on a USD/NOK exchange rate of 0.1149).

Corporate guarantor financial covenants***GasLog Partners' financial covenants***

GasLog Partners as corporate guarantor for the 2019 Partnership Facility and the Five Vessel Refinancing is subject to specified financial covenants on a consolidated basis. These financial covenants include the following as defined in the agreements:

- (i) the aggregate amount of cash and cash equivalents, short-term investments and available undrawn facilities with remaining maturities of at least six months (excluding loans from affiliates) must be at least \$45,000;
- (ii) total indebtedness divided by total assets must be less than 65.0%;
- (iii) the Partnership is permitted to declare or pay any dividends or distributions, subject to no event of default having occurred or occurring as a consequence of the payment of such dividends or distributions.

The 2019 Partnership Facility and the Five Vessel Refinancing also impose certain restrictions relating to GasLog Partners, including restrictions that limit its ability to make any substantial change in the nature of its business or to change the corporate structure without approval from the lenders.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****13. Borrowings (Continued)**

Compliance with the financial covenants is required on a semi-annual basis. GasLog Partners was in compliance with the respective financial covenants as of December 31, 2019.

GasLog's financial covenants

GasLog, as corporate guarantor for the loan facilities (except for the 2019 Partnership Facility) and NOK 2024 Bonds, is subject to specified financial covenants on a consolidated basis.

The financial covenants include the following:

- (i) net working capital (excluding the current portion of long-term debt) must be not less than \$0;
- (ii) total indebtedness divided by total assets must not exceed 75.0%;
- (iii) the aggregate amount of cash and cash equivalents and short-term investments must be at least \$75,000;
- (iv) the ratio of EBITDA over our debt service obligations (including interest and debt repayments) on a trailing 12 months' basis must be not less than 110.0%. The ratio shall be regarded as having been complied with even if the ratio falls below the stipulated 110% when cash and cash equivalent and short-term investments are at least \$110,000;
- (v) the Group's market value adjusted net worth must at all times be not less than \$350,000; and
- (vi) GasLog is permitted to declare or pay any dividends, subject to no event of default having occurred or occurring as a consequence of the payment of such dividends.

The credit facilities also impose certain restrictions relating to GasLog, including restrictions that limit its ability to make any substantial change in the nature of its business or to engage in transactions that would constitute a change of control, as defined in the relevant credit facilities, without repaying all of the Group's indebtedness in full, or to allow the Group's largest shareholders to reduce their shareholding in GasLog below specified thresholds.

In addition, the terms of the NOK 2024 Bonds include a dividend restriction according to which GasLog may not (i) declare or make any dividend payment or distribution, whether in cash or in kind, (ii) re-purchase any of the Group's shares or undertake other similar transactions (including, but not limited to, total return swaps related to the Group's shares), or (iii) grant any loans or make other distributions or transactions constituting a transfer of value to the Group's shareholders (items (i), (ii) and (iii) collectively referred to as the "Distributions") that in aggregate exceed during any calendar year \$1.10/share. Notwithstanding the foregoing, GasLog may make any amount of Distributions, so long as the Group's cash and cash equivalents and short-term investments exceed \$150,000, provided that GasLog can demonstrate, by delivering a compliance certificate to the bond trustee, that no event of default is continuing or would result from such Distributions.

GasLog, as corporate guarantor for the NOK 2021 Bonds and the 8.875% Senior Notes, is subject to specified financial covenants on a consolidated basis.

The financial covenants include the following:

- (i) net working capital (excluding the current portion of long-term debt) must be not less than \$0;

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****13. Borrowings (Continued)**

- (ii) total indebtedness divided by total assets (total indebtedness plus total equity in the case of the 8.875% Senior Notes) must not exceed 75.0%;
- (iii) the ratio of EBITDA over debt service obligations as defined in the respective credit facilities and the GasLog guarantees (including interest and debt repayments) on a trailing 12 months' basis must be not less than 110.0% (100.0% in relation to the 8.875% Senior Notes);
- (iv) the aggregate amount of all unencumbered cash and cash equivalents must be not less than the higher of 3.0% of total indebtedness or \$50,000 after the first drawdown (must be not less than the higher of 2.5% of total indebtedness or \$35,000 in relation to the 8.875% Senior Notes); and
- (v) the Group's market value adjusted net worth must at all times be not less than \$350,000 (\$300,000 in relation to the 8.875% Senior Notes).

GasLog as issuer of the NOK 2021 Bonds is required to comply with the financial covenants listed above. Also, under the NOK 2021 Bonds GasLog is permitted to make Distributions up to a maximum amount per share per annum for the years 2019, 2020 and 2021 of \$1.20/share provided that GasLog can demonstrate by delivering a compliance certificate to the trustee of the NOK 2021 Bonds that no event of default is continuing or would result from such Distributions.

Compliance with the loan financial covenants is required on a semi-annual basis while compliance with the NOK 2021 Bonds, the NOK 2024 Bonds and the 8.875% Senior Notes covenants is required at all times. The Group was in compliance with all financial covenants as of December 31, 2019.

Debt Repayment Schedule

The maturity table below reflects the principal repayments of the loans, the NOK 2021 Bonds, the NOK 2024 Bonds and the 8.875% Senior Notes outstanding as of December 31, 2019 based on the repayment schedule of the respective loan facilities (as described above):

	As of December 31, 2019
Not later than one year	268,090
Later than one year and not later than three years	1,557,232
Later than three years and not later than five years	638,491
Later than five years	734,498
Total	3,198,311

The weighted average interest rate for the outstanding loan facilities for the year ended December 31, 2019 was 5.05% (December 31, 2018: 4.84%) excluding the fixed interest rate for the interest rate swaps where hedge accounting is not applicable (Note 26).

After excluding the unamortized deferred loan issuance costs the carrying amount of the Group's bank debt recognized in the consolidated financial statements approximates its fair value since the debt bears interest at a variable interest rate.

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars, except share and per share data)
14. Other Payables and Accruals

An analysis of other payables and accruals is as follows:

	As of December 31,	
	2018	2019
Unearned revenue	38,680	48,183
Accrued off-hire	7,376	6,968
Accrued purchases	18,578	9,759
Accrued interest	38,107	36,746
Other accruals	24,709	34,586
Total	127,450	136,242

The unearned revenue represents charter hires received in advance in December 2019 relating to the hire period of January 2020 for 22 vessels (December 2018: 17 vessels).

15. Vessel Operating and Supervision Costs

An analysis of vessel operating and supervision costs is as follows:

	For the year ended December 31,		
	2017	2018	2019
Crew wages and vessel management employee costs	72,652	79,624	80,713
Technical maintenance expenses	28,736	28,694	37,653
Other vessel operating expenses	21,098	19,766	21,296
Total	122,486	128,084	139,662

16. Voyage Expenses and Commissions

An analysis of voyage expenses and commissions is as follows:

	For the year ended December 31,		
	2017	2018	2019
Brokers' commissions on revenue	6,456	7,555	7,527
Bunkers' consumption and other voyage expenses	8,948	12,819	16,245
Total	15,404	20,374	23,772

Bunkers' consumption and other voyage expenses represents mainly bunkers consumed during vessels' unemployment and off-hire.

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars, except share and per share data)
17. General and Administrative Expenses

An analysis of general and administrative expenses is as follows:

	For the year ended December 31,		
	2017	2018	2019
Employee costs*	18,789	20,980	24,863
Share-based compensation (Note 22)	4,565	5,216	5,107
Other expenses	16,496	15,797	17,415
Total	39,850	41,993	47,385

* Employee costs include restructuring costs of \$3,975 pursuant to management's decision to relocate more of its employees including several members of senior management to the Piraeus, Greece office.

18. Revenues from Contracts with Customers

The Group has recognized the following amounts relating to revenues:

	For the year ended December 31,		
	2017	2018	2019
Revenues from fixed rate time charters	485,961	515,324	558,266
Revenues from variable rate time charters	—	—	64,334
Revenues from The Cool Pool Limited (GasLog vessels)	38,046	102,253	45,253
Revenues from vessel management services	1,222	767	784
Total	525,229	618,344	668,637

Revenues from The Cool Pool Limited relate only to the pool revenues received from GasLog's vessels operating in the Cool Pool and do not include the Net pool allocation to GasLog of (\$4,264) for the year ended December 31, 2019 (\$17,818 for the year ended December 31, 2018 and \$7,254 for the year ended December 31, 2017), which is recorded as a separate line item in the Profit or Loss Statement.

Following the exit from the Cool Pool, management allocates revenues from time charters to two categories: (a) variable rate charters and (b) fixed rate charters. The variable rate charter category contains vessels operating in the LNG carrier spot and short-term market or those which have a variable rate of hire across the charter period.

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars, except share and per share data)
19. Financial Income and Costs

An analysis of financial income and costs is as follows:

	For the year ended December 31,		
	2017	2018	2019
Financial Income			
Interest income	2,650	4,784	5,318
Total financial income	2,650	4,784	5,318
Financial Costs			
Amortization and write-off of deferred loan/bond issuance costs/premium	12,398	12,593	14,154
Interest expense on loans and realized loss on cash flow hedges	85,813	111,600	122,819
Interest expense on bonds and realized loss on CCSs	27,085	30,029	34,607
Lease charge	10,875	10,520	10,506
Loss arising on bond repurchases at a premium (Note 13)	1,459	—	2,119
Other financial costs, including unrealized foreign exchange losses on cash and bonds	1,551	1,885	6,276
Total financial costs	139,181	166,627	190,481

20. Contingencies

Various claims, suits and complaints, including those involving government regulations, arise in the ordinary course of the shipping business. In addition, losses may arise from disputes with charterers, environmental claims, agents and insurers and from claims with suppliers relating to the operations of the Group's vessels. Currently, management is not aware of any such claims or contingent liabilities requiring disclosure in the consolidated financial statements.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****21. Related Party Transactions**

The Group had the following balances with related parties which have been included in the consolidated statements of financial position:

Current Assets***Dividends receivable and other amounts due from related parties***

	As of December 31,	
	2018	2019
Dividends receivable from associate (Note 5)	885	450
Due from The Cool Pool Limited	32,397	—
Other receivables	113	123
Total	33,395	573

On June 28, 2019, GasLog transferred to Golar its 100 shares of the common capital stock of the Cool Pool Limited (Note 1). As of December 31, 2019, the receivable balance from the Cool Pool is nil.

Current Liabilities

	As of December 31,	
	2018	2019
Ship management creditors	268	328
Amounts due to related parties	169	200

Ship management creditors' liability is comprised of cash collected from Egypt LNG Shipping Ltd. to cover the obligations of its vessel under the Group's management.

Amounts due to related parties of \$200 (December 31, 2018: \$169) are expenses paid by a related party on behalf of the Group and payables to other related parties for the office lease and other operating expenses.

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
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21. Related Party Transactions (Continued)

The Group had the following transactions with related parties which have been included in the consolidated statements of profit or loss for the years ended December 31, 2017, 2018 and 2019:

Company	Details	Statement of income account	2017	2018	2019
(a) Egypt LNG Shipping Ltd.	Vessel management services	Revenues	(752)	(703)	(703)
(b) Nea Dimitra Property	Office rent and utilities	General and administrative expenses	842	934	411
(b) Nea Dimitra Property	Office rent	Financial costs/Depreciation	—	—	642
(b) Nea Dimitra Property	Other office services	General and administrative expenses	1	—	1
(c) Seres S.A.	Catering services	General and administrative expenses	281	372	361
(c) Seres S.A.	Consultancy services	General and administrative expenses	68	56	55
(d) Chartwell Management Inc.	Travel expenses	General and administrative expenses	111	—	284
(e) Ceres Monaco S.A.M.	Professional services	General and administrative expenses	159	144	144
(e) Ceres Monaco S.A.M.	Travel expenses	General and administrative expenses	—	—	13
(f) A.S. Papadimitriou and Partners Law Firm	Professional services	General and administrative expenses	15	4	—
(g) The Cool Pool Limited	Pool gross revenues	Revenues	(38,046)	(102,253)	(45,253)
(g) The Cool Pool Limited	Pool gross bunkers	Voyage expenses and commissions	8,475	8,908	7,255
(g) The Cool Pool Limited	Pool other voyage expenses	Voyage expenses and commissions	647	1,246	831
(g) The Cool Pool Limited	Adjustment for net pool allocation	Net pool allocation	(7,254)	(17,818)	4,264
(h) Ceres Shipping Ltd.	Travel expenses	General and administrative expenses	—	38	—
(h) Ceres Shipping Ltd.	Professional services	General and administrative expenses	—	—	10

- (a) One of the Group's subsidiaries, GasLog LNG Services Ltd. provides vessel management services to Egypt LNG Shipping Ltd., the LNG vessel owning company, in which another subsidiary, GasLog Shipping Company Ltd., holds a 25% ownership interest.
- (b) Through its subsidiary GasLog LNG Services Ltd., the Group leases office space in Piraeus, Greece, from an entity controlled by Ceres Shipping, Nea Dimitra Ktimatikh Kai Emporikh S.A.
- (c) GasLog LNG Services Ltd. has also entered into an agreement with Seres S.A., an entity controlled by the Livanos family, for the latter to provide catering services to the staff based in the Piraeus office. Amounts paid pursuant to the agreement are generally less than Euro 10 per person per day, but are slightly higher on special occasions. In addition, GasLog LNG Services Ltd. has entered into an agreement with Seres S.A. for the latter to provide human resources, telephone and documentation services for the staff based in Piraeus.
- (d) Chartwell Management Inc. is an entity controlled by the Livanos family which provides travel services to GasLog's directors and officers.
- (e) GasLog entered into a consulting agreement for the services of an employee of Ceres Monaco S.A.M., an entity controlled by the Livanos family, for consultancy services in connection with the acquisition of GasLog's shareholding in Gastrade. GasLog agreed to pay a fixed fee for work carried out between May 1, 2016 and December 31, 2017 in the sum of \$100 and an ongoing consultancy arrangement fee of \$12 per month for a minimum of 12 days per month, terminable upon notice by GasLog.
- (f) A.S. Papadimitriou and Partners Law Firm, an entity controlled by one of our directors, provided legal services in relation to the legal due diligence process of our investment in Gastrade. For the year ended December 31, 2019, no amount was recognized in general and administrative expenses. (December 31, 2018: \$4).
- (g) GasLog recognized gross revenues and total voyage expenses of \$45,253 and \$ 8,086, respectively, from the operation of its vessels in the Cool Pool during the year ended December 31, 2019 (December 31, 2018: \$102,253 and \$10,154, respectively). The aforementioned pool results were adjusted by a net loss of \$4,264 (2018: net gain of \$17,818) to include the net allocation from the pool in accordance with the profit sharing terms specified in the Pool Agreement.
- (h) Ceres Shipping Ltd., an entity controlled by the Livanos family, requested reimbursement of professional expenses provided during the year.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****21. Related Party Transactions (Continued)*****Compensation of key management personnel***

The remuneration of directors and key management was as follows:

	For the year ended December 31,		
	2017	2018	2019
Remuneration	7,603	7,011	7,536
Short-term benefits	106	136	172
Expense recognized in respect of share-based compensation	1,821	1,992	2,044
Total	9,530	9,139	9,752

22. Share-Based Compensation***Omnibus Incentive Compensation Plan***

GasLog has granted to executives, managers and certain employees of the Group, Restricted Stock Units ("RSUs") and Stock Appreciation Rights or Stock Options (collectively, the "SARs") in accordance with its 2013 Omnibus Incentive Compensation Plan (the "Plan"). The RSUs vest three years after the grant dates while the SARs vest incrementally with one-third of the SARs vesting on each of the three anniversaries of the grant dates. The compensation cost for the SARs is recognized on an accelerated basis as though each separate vesting portion of the SARs is a separate award. Prior to the exercise date the holders of the awards have no voting rights.

On April 1, 2019, GasLog granted to executives, managers and certain employees of the Group 98,613 RSUs and 299,322 SARs in accordance with the Plan. The RSUs will vest on April 1, 2022 while the SARs will vest incrementally with the one-third of the SARs vesting on each of April 1, 2020, 2021 and 2022.

On August 20, 2019, GasLog granted to its executives an additional 7,410 RSUs and 27,132 SARs in accordance with the Plan. The RSUs will vest on August 20, 2022, while the SARs will vest incrementally with one-third of the SARs vesting on each of August 20, 2020, 2021 and 2022.

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
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22. Share-Based Compensation (Continued)

The details of the outstanding awards as of December 31, 2019 are presented in the following table:

<u>Awards</u>	<u>Number</u>	<u>Grant date</u>	<u>Expiry date</u>	<u>Exercise price*</u>	<u>Fair value at grant date</u>
SARs	211,229	May 17, 2013	April 29, 2023	\$12.48	\$ 2.3753
SARs	265,962	April 1, 2014	March 31, 2024	\$23.22	\$ 6.0035
SARs	283,192	April 1, 2015	March 31, 2025	\$18.70	\$ 5.6352
SARs	740,963	April 1, 2016	March 31, 2026	\$8.50	\$ 2.3263
RSUs	134,537	April 3, 2017	n/a	n/a	\$ 15.55
SARs	420,632	April 3, 2017	April 3, 2027	\$14.77	\$ 5.0021
RSUs	134,452	April 2, 2018	n/a	n/a	\$ 16.30
SARs	401,946	April 2, 2018	April 2, 2028	\$15.52	\$ 5.3000
RSUs	90,763	April 1, 2019	n/a	n/a	\$ 17.79
SARs	279,117	April 1, 2019	April 1, 2029	\$17.41	\$ 5.8612
RSUs	7,410	August 20, 2019	n/a	n/a	\$ 12.34
SARs	27,132	August 20, 2019	August 20, 2029	\$11.96	\$ 3.37

* The exercise prices were decreased by \$0.40 and/or \$0.38 to reflect the effect from the distribution of the special dividends declared on November 28, 2018 and December 14, 2019, respectively.

In accordance with the terms of the Plan, there are only service condition requirements. The awards will be settled in cash or in shares at the sole discretion of the compensation committee of the board of directors. These awards have been treated as equity settled because the Group has no present obligation to settle in cash. The amount to be settled for each SAR exercised is computed in each case, as the excess, if any, of the fair market value (the closing price of shares) on the exercise date over the exercise price of the SAR.

Fair value

The fair value of the SARs has been calculated based on the Modified Black-Scholes-Merton method. Expected volatility was based on historical share price volatility for the period since the Group's initial public offering. The expected dividend is based on management's expectations of future payments on the grant date. The significant assumptions used to estimate the fair value of the SARs are set out below:

<u>Inputs into the model</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
Grant date share closing price	\$ 13.26	\$ 24.00	\$ 19.48	\$ 9.28	\$ 15.55	\$ 16.30	\$ 17.79	\$ 12.34
Exercise price *	\$ 12.48	\$ 23.22	\$ 18.70	\$ 8.50	\$ 14.77	\$ 15.52	\$ 17.41	\$ 11.96
Expected volatility	29.31%	29.42%	39.3%	47.3%	46.0%	44.5%	45.03%	45.8%
Expected term	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Risk-free interest rate for the period similar to the expected term	1.08%	2.03%	1.48%	1.37%	1.99%	2.61%	2.35%	1.47%

* The exercise prices were decreased by \$0.40 and/or \$0.38 to reflect the effect from the distribution of the special dividends declared on November 28, 2018 and December 14, 2019, respectively.

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
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22. Share-Based Compensation (Continued)

The fair value of the RSUs was determined by using the grant date closing price and was not further adjusted since the holders are entitled to dividends.

Movement in RSUs and SARs

The summary of RSUs and SARs is presented below:

	Number of awards	Weighted average exercise price per share	Weighted average share price at the date of exercise	Weighted average contractual life	Aggregate fair value
RSUs					
Outstanding as of January 1, 2018	425,702	—	—	1.39	5,636
Granted during the year	149,786	—	—	—	2,441
Vested during the year	(86,136)	—	—	—	(1,655)
Forfeited during the year	(1,179)	—	—	—	(14)
Outstanding as of December 31, 2018	488,173	—	—	1.13	6,408
Granted during the year	106,023	—	—	—	1,845
Vested during the year	(207,819)	—	—	—	(1,943)
Forfeited during the year	(19,215)	—	—	—	(322)
Outstanding as of December 31, 2019	367,162	—	—	1.16	5,988
SARs					
Outstanding as of January 1, 2018	2,031,279	14.59	—	7.68	7,874
Granted during the year	416,458	—	—	—	2,207
Exercised during the year	(60,043)	11.93	20.71	—	(158)
Forfeited during the year	(3,333)	—	—	—	(12)
Expired during the year	(12,198)	—	—	—	(72)
Outstanding as of December 31, 2018	2,372,163	14.51	—	7.17	9,839
Granted during the year	326,454	—	—	—	1,845
Exercised during the year	(15,774)	8.88	11.25	—	(37)
Forfeited during the year	(36,198)	—	—	—	(202)
Expired during the year	(16,472)	—	—	—	(78)
Outstanding as of December 31, 2019	2,630,173	14.46	—	6.53	11,367

As of December 31, 2019, 1,919,089 SARs have vested but not been exercised.

GasLog Partners has granted to its executives Restricted Common Units ("RCUs") and Performance Common Units ("PCUs") in accordance with its 2015 Long-Term Incentive Plan (the "GasLog Partners' Plan"). The RCUs and PCUs will vest three years after the grant dates subject to the recipients' continued service; vesting of the PCUs is also subject to the achievement of certain performance targets in relation to total unitholder return. Specifically, the performance measure is based on the total unitholder return ("TUR") achieved by the Partnership during the performance period, benchmarked against the TUR of a selected group of peer companies. TUR above the 75th percentile of the peer group results in 100% of the award vesting; TUR between the 50th and 75th percentile of the peer group results in 50% of award vesting; TUR below the 50th percentile of the peer group results in none of the award vesting. The holders are entitled to cash distributions that are accrued and will be settled on vesting.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****22. Share-Based Compensation (Continued)**

The details of the outstanding awards as of December 31, 2019 are presented in the following table:

<u>Awards</u>	<u>Number</u>	<u>Grant date</u>	<u>Expiry date</u>	<u>Fair value at grant date</u>
RCUs	26,097	April 3, 2017	n/a	\$ 23.85
PCUs	26,097	April 3, 2017	n/a	\$ 23.85
RCUs	24,608	April 2, 2018	n/a	\$ 23.40
PCUs	24,608	April 2, 2018	n/a	\$ 23.40
RCUs	26,308	April 1, 2019	n/a	\$ 22.99
PCUs	26,308	April 1, 2019	n/a	\$ 22.99

In accordance with the terms of the GasLog Partners' Plan, the awards will be settled in cash or in common units at the sole discretion of the board of directors or such committee as may be designated by the board to administer the GasLog Partners' Plan. These awards have been treated as equity settled because the Partnership has no present obligation to settle them in cash.

Fair value

The fair value of the RCUs and PCUs was determined by using the grant date closing price and was not further adjusted since the holders are entitled to cash distributions.

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
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22. Share-Based Compensation (Continued)
Movement in RCUs and PCUs

The summary of RCUs and PCUs is presented below:

	Number of awards	Weighted average contractual life	Aggregate fair value
RCUs			
Outstanding as of January 1, 2018	67,475	1.38	1,429
Granted during the year	24,608	—	576
Vested during the year	(16,999)	—	(410)
Outstanding as of December 31, 2018	75,084	1.25	1,595
Granted during the year	26,308	—	605
Vested during the year	(24,925)	—	(410)
Outstanding as of December 31, 2019	76,467	1.26	1,790
PCUs			
Outstanding as of January 1, 2018	67,475	1.38	1,429
Granted during the year	24,608	—	576
Vested during the year	(16,999)	—	(410)
Outstanding as of December 31, 2018	75,084	1.25	1,595
Granted during the year	26,308	—	605
Vested during the year	(24,925)	—	(410)
Outstanding as of December 31, 2019	76,467	1.26	1,790

The total expense recognized in respect of share-based compensation for the year ended December 31, 2019 was \$5,107 (December 31, 2018: \$5,216 and December 31, 2017: \$4,565). The total accrued cash distribution as of December 31, 2019 is \$1,176 (December 31, 2018: \$1,265).

23. Commitments

(a) Commitments relating to the vessels under construction (Note 6) on December 31, 2019 payable to Samsung were as follows:

	As of December 31, 2019
Not later than one year	801,845
Later than one year and not later than three years	311,190
Total	1,113,035

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
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23. Commitments (Continued)

(b) Future gross minimum lease payments in relation to non-cancellable time charter agreements for vessels in operation, including a vessel under a lease (Note 7) as of December 31, 2019 are as follows (30 off-hire days are assumed when each vessel will undergo scheduled dry-docking; in addition, early delivery of the vessels by the charterers or any exercise of the charterers' options to extend the terms of the charters are not accounted for):

	As of December 31, 2019
Not later than one year	408,143
Later than one year and not later than two years	315,597
Later than two years and not later than three years	283,906
Later than three years and not later than four years	264,042
Later than four years and not later than five years	211,908
Later than five years	554,508
Total	<u>2,038,104</u>

Future gross minimum lease payments disclosed in the above table excludes the lease payments of the vessels that are under construction as of December 31, 2019 (Note 6). For these vessels, the following charter party agreements have been signed:

- In October 2016, GAS-twenty eight Ltd., signed an agreement with a wholly owned subsidiary of Centrica plc ("Centrica") for its newbuilding Hull No. 2212 to be chartered to Centrica upon delivery in 2019 for an initial term of seven years. However, in December 2017, GasLog amended the shipbuilding contract for newbuilding Hull No. 2212 such that it becomes the GasLog uncommitted vessel and newbuilding Hull No. 2213 becomes the committed Centrica vessel. The charter will now commence in the second quarter of 2020.
- In May 2018, GAS-thirty Ltd., signed an agreement with Pioneer Shipping Limited, a wholly owned subsidiary of Centrica for its newbuilding Hull No. 2262 to be chartered to Centrica upon delivery in 2020 for an initial term of seven years.
- In August 2018, GAS-thirty two Ltd., signed an agreement with a wholly owned subsidiary of Cheniere Energy, Inc. ("Cheniere"), for its newbuilding Hull No. 2300 to be chartered to Cheniere upon delivery in 2020 for an initial term of seven years.
- In August 2018, GAS-thirty three Ltd., signed an agreement with Cheniere, for its newbuilding Hull No. 2301 to be chartered to Cheniere upon delivery in 2020 for an initial term of seven years.
- In December 2018, GAS-thirty four Ltd., signed an agreement with Cheniere, for its newbuilding Hull No. 2311 to be chartered to Cheniere upon delivery in 2021 for an initial term of seven years.
- In December 2018, GAS-thirty five Ltd., signed an agreement with Cheniere, for its newbuilding Hull No. 2312 to be chartered to Cheniere upon delivery in 2021 for an initial term of seven years.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****23. Commitments (Continued)**

- In March 2019, GAS-thirty one Ltd., signed an agreement with the principal LNG shipping entity of JERA Co., Inc ("JERA"), for its newbuilding Hull No. 2274 to be chartered to JERA upon delivery in 2020 for an initial term of 12 years.

(c) Related to the acquisition of six vessels from a subsidiary of BG Group plc in 2014 and another two vessels in 2015, the Group is committed to purchase depot spares from MSL with an aggregate value of \$8,000 of which depot spares with value of \$660 have been purchased and paid as of December 31, 2019 and are included in Tangible fixed assets (Note 6). The remaining spares are expected to be acquired before March 31, 2020.

(d) On October 11, 2016, GasLog LNG Services Ltd. entered into an arrangement whereby it has access to all long lead items ("LLIs") necessary for the conversion of a GasLog LNG carrier vessel into an FSRU whereby such conversion work would be undertaken by Keppel Shipyard Limited ("Keppel"). GasLog is only obligated to pay for such LLIs if utilized for a GasLog vessel conversion, or, if the LLIs have not been utilized in a GasLog vessel conversion within three years from November 2016, the items may be put to GasLog at 85% of the original cost, or GasLog may call for the purchase of such LLIs at 115% of the original cost. Following the expiration of the arrangement, GasLog has agreed to pay \$17,625 for the acquisition of these LLIs in February 2020 (Note 30).

(e) In September 2017 (and in addition to the seven existing maintenance agreements signed in 2015 in relation to GasLog vessels), GasLog LNG Services Ltd. entered into further maintenance agreements with Wartsila Greece S.A. ("Wartsila") in respect of eight additional GasLog LNG carriers. In July 2018, GasLog LNG Services Ltd. renewed the maintenance agreements signed in 2015 with Wartsila. The agreements ensure dynamic maintenance planning, technical support, security of spare parts supply, specialist technical personnel and performance monitoring.

(f) In March 2019, GasLog LNG Services entered into an agreement with Samsung in respect of twenty of GasLog's vessels. The agreement covers the supply of ballast water management systems on board the vessels by Samsung and associated field, commissioning and engineering services for a firm period of six years.

(g) Other Guarantees:

As of December 31, 2019, GasLog LNG Services Ltd. has provided bank guarantees as follows:

- Up to \$250 to third parties relating to the satisfactory performance of its ship management activities;
- Bank guarantee of \$10 to the Greek Ministry of Finance relating to the satisfactory performance of the obligations arising under Greek laws 89/1967, 378/1968 as amended by law 814/1978.

24. Financial Risk Management

The Group's activities expose it to a variety of financial risks, including market risk, liquidity risk and credit risk. The Group's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the Group's financial performance. The Group makes use of derivative financial instruments such as interest rate swaps to moderate certain risk exposures.

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****24. Financial Risk Management (Continued)*****Market risk***

Interest rate risk: The Group is subject to market risks relating to changes in interest rates because it has floating rate debt outstanding. Significant increases in interest rates could adversely affect the Group's results of operations and its ability to service its debt. The Group uses interest rate swaps to reduce its exposure to market risk from changes in interest rates. The principal objective of these contracts is to minimize risks associated with its floating rate debt and not for speculative or trading purposes. As of December 31, 2019, the Group has economically hedged 44.22% of its variable rate interest exposure relating to its existing loan facilities and the bonds by swapping the variable rate to a fixed rate (December 31, 2018: 47.92%).

The aggregate principal amount of our outstanding floating rate debt as of December 31, 2019 was \$1,600,408. As an indication of the extent of our sensitivity to interest rate changes, an increase in LIBOR of 10 basis points would increase the interest expense on the un-hedged portion of the Group's loans by approximately \$1,530 (December 31, 2018: \$1,395 and December 31, 2017: \$1,264).

Interest rate sensitivity analysis: The fair value of the interest rate swaps as of December 31, 2019 was estimated as a net liability of \$49,873 (December 31, 2018: net asset of \$5,992).

The interest rate swap agreements described below are subject to market risk as they are recorded at fair value in the statement of financial position at year end. The fair value of interest rate swap liabilities increases when interest rates decrease and decreases when interest rates increase. As of December 31, 2019, if interest rates had increased or decreased by 10 basis points with all other variables held constant, the positive/(negative) impact, respectively, on the fair value of the interest rate swaps would have amounted to \$6,285 (December 31, 2018: \$7,351 and December 31, 2017: \$4,416) affecting loss/(gain) on swaps in the respective periods.

Other price risk: The decrease in the fair value of Egypt LNG Shipping Ltd., in response to unfavorable market conditions resulting in a decrease in charter rates and vessel values, could negatively impact the value of the Group's investment in associate. Therefore, management might conclude that impairment is necessary in the future.

Currency risk: Currency risk is the risk that the value of financial instruments and/or the cost of commercial transactions will fluctuate due to changes in foreign exchange rates. Currency risk arises when future commercial transactions and recognized assets and liabilities are denominated in a currency that is not the Group's subsidiaries' functional currency. The Group is exposed to foreign exchange risk arising from various currency exposures primarily with respect to general and crew costs denominated in EUR. Specifically, for the year ended December 31, 2019, approximately \$113,804 of the operating and administrative expenses were denominated in EUR (December 31, 2018: \$116,252 and December 31, 2017: \$87,400). As of December 31, 2019, approximately \$27,766 of the Group's outstanding trade payables and accruals were denominated in EUR (December 31, 2018: \$21,177).

The Group has entered into CCSs (Note 26) to hedge its currency exposure from the NOK 2021 Bonds, the NOK 2024 Bonds and forward foreign exchange contracts to hedge its currency exposure from payments in EUR, GBP, SGD and JPY. In addition, management monitors exchange rate fluctuations on a continuous basis. As an indication of the extent of the Group's sensitivity to changes

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24. Financial Risk Management (Continued)

in exchange rate, a 10% increase in the average EUR/USD exchange rate would have decreased the Group's profit and cash flows during the year ended December 31, 2019 by \$11,380, based upon its expenses during the year (December 31, 2018: \$11,625 and December 31, 2017: \$8,740).

Interest rate risk on NOK 2024 Bonds (cash flow hedge): The Group uses approved instruments such as CCSs, in order to reduce the variability of the cash flows associated with the functional currency equivalent interest and principal of the NOK 2024 Bonds as well as changes in the cash flows associated with changes in the currency rates and is therefore exposed to the following interest rate benchmarks within its hedge accounting relationship, which are subject to interest rate benchmark reform: USD LIBOR and NIBOR (collectively "IBORs").

The Group has closely monitored the market and the output from the various industry working groups managing the transition to new benchmark interest rates. This includes announcements made by LIBOR regulators (including the Financial Conduct Authority ("FCA") and the US Commodity Futures Trading Commission) regarding the transition away from IBORs to the Secured Overnight Financing Rate ("SOFR") and the Norwegian Overnight Weighted Average ("NOWA") respectively. The FCA has made clear that, at the end of 2021, it will no longer seek to persuade or compel banks to submit LIBOR estimates.

The Group believes that all areas potentially impacted (including borrowings, derivative financial instruments etc.) have been identified.

The Group's NOK 2024 Bonds agreement includes fall back provisions for a case of cessation of the referenced benchmark interest rate. Specifically, it states that in the case that the interest rate referenced IBOR is no longer available, the interest rate will be set by the bond trustee in consultation with the issuer to: (i) any relevant replacement reference rate generally accepted in the market; or (ii) such interest rate that best reflects the interest rate for deposits in the bond currency offered for the relevant interest period. In each case, if any such rate is below zero, the reference rate will be deemed to be zero.

For the Group's CCSs, the International Swaps and Derivatives Association's ("ISDA") fall back clauses were made available at the end of 2019. These clauses or similar language has been inserted into a number of ISDA agreements across the Group and all outstanding agreements will be considered on a case by case basis with its counterparty.

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24. Financial Risk Management (Continued)

Below are details of the hedging instruments and hedged item in scope of the IFRS 9/IAS 39 amendments due to interest rate benchmark reform, by hedge type. The terms of the hedged item match those of the corresponding hedging instruments.

<u>Hedge type</u>	<u>Instrument type</u>	<u>Counterparty</u>	<u>Maturing in</u>	<u>Notional amount</u>	<u>Hedged item</u>
Cash flow hedges	Receive 3-month NIBOR, pay 3-month USD LIBOR floating CCS	DNB	Nov 2024	\$ 32,850	NOK 2024 Bonds of the same maturity and notional of the CCSs.
	Receive 3-month NIBOR, pay 3-month USD LIBOR floating CCS	SEB	Nov 2024	\$ 32,850	
	Receive 3-month NIBOR, pay 3-month USD LIBOR floating CCS	Nordea	Nov 2024	\$ 32,850	
Total				\$ 98,550	

The Group will continue to apply the amendments to IFRS 9/IAS 39 until the uncertainty arising from the interest rate benchmark reforms with respect to the timing and the amount of the underlying cash flows that the Group is exposed ends. The Group has assumed that this uncertainty will not end until the Group's contracts that reference IBORs are amended to specify the date on which the interest rate benchmark will be replaced, the cash flows of the alternative benchmark rate and relevant spread adjustment.

Liquidity risk

Liquidity risk is the risk that arises when the maturity of assets and liabilities does not match. An unmatched position potentially enhances profitability, but can also increase the risk of losses. The Group minimizes liquidity risk by maintaining sufficient cash and cash equivalents and by having available adequate amounts of undrawn credit facilities.

The following tables detail the Group's expected cash flows for its non-derivative financial liabilities. The tables have been drawn up based on the undiscounted cash flows of financial liabilities based on the earliest date on which the Group can be required to pay. The table includes both interest

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24. Financial Risk Management (Continued)

and principal cash flows. Variable future interest payments were determined based on an average LIBOR plus the margins applicable to the Group's loans at the end of each year presented.

	Weighted average effective interest rate	Less than 1 month	1 - 3 months	3 - 12 months	1 - 5 years	5+ years	Total
December 31, 2018							
Trade and other accounts payable		\$ 11,627	58	205	—	—	11,890
Amounts due to related parties		169	—	—	—	—	169
Other payables and accruals*		31,835	52,782	2,200	—	—	86,817
Other non-current liabilities*		—	—	—	637	1,059	1,696
Variable interest loans	4.68%	44,041	37,047	531,292	1,624,313	706,009	2,942,702
Bonds		—	7,526	22,513	397,366	—	427,405
Finance lease liability		1,516	2,885	13,448	71,443	217,544	306,836
Total		\$ 89,188	100,298	569,658	2,093,759	924,612	3,777,515
December 31, 2019							
Trade and other accounts payable		\$ 24,306	3,203	106	—	—	27,615
Amounts due to related parties		200	—	—	—	—	200
Other payables and accruals*		31,036	49,548	5,210	—	—	85,794
Other non-current liabilities		—	—	—	551	1,174	1,725
Variable interest loans	4.10%	45,591	44,867	208,217	2,004,266	807,894	3,110,835
Bonds		49,233	9,369	28,060	496,780	—	583,442
Lease liabilities		1,738	3,379	14,292	75,823	200,890	296,122
Total		\$ 152,104	110,366	255,885	2,577,420	1,009,958	4,105,733

* Non-financial liabilities are excluded.

The amounts included above for variable interest rate instruments are subject to change if changes in variable interest rates differ from those estimates of interest rates determined at the end of the reporting period.

The following tables detail the Group's expected cash flows for its derivative financial instruments. The table has been drawn up based on the undiscounted contractual net cash inflows and outflows on derivative instruments that are settled on a net basis. When the amount payable or receivable is not fixed, the amount disclosed has been determined by reference to the projected interest rates as

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24. Financial Risk Management (Continued)

illustrated by the yield curves existing at the end of the reporting period. The undiscounted contractual cash flows are based on the contractual maturities of the derivatives.

	Less than 1 month	1 - 3 months	3 - 12 months	1 - 5 years	5+ years	Total
December 31, 2018						
Interest rate swaps	(161)	(442)	(5,546)	(235)	(2,120)	(8,504)
Cross currency swaps	—	108	407	914	—	1,429
Forward foreign exchange contracts	250	474	715	—	—	1,439
Total	89	140	(4,424)	679	(2,120)	(5,636)
December 31, 2019						
Interest rate swaps	7	52	5,364	42,016	5,049	52,488
Cross currency swaps	—	22	(26)	(3,590)	—	(3,594)
Forward foreign exchange contracts	(48)	(101)	(768)	—	—	(917)
Total	(41)	(27)	4,570	38,426	5,049	47,977

Credit risk

Credit risk is the risk that a counterparty will fail to discharge its obligations and cause a financial loss and arises from cash and cash equivalents, short-term investments, favorable derivative financial instruments and deposits with banks and financial institutions, as well as credit exposures to customers, including trade and other receivables, dividends receivable and other amounts due from related parties. The Group is exposed to credit risk in the event of non-performance by any of its counterparties. To limit this risk, the Group currently deals primarily with financial institutions and customers with high credit ratings.

	As of December 31,	
	2018	2019
Cash and cash equivalents	342,594	263,747
Short-term investments	25,000	4,500
Trade and other receivables	20,244	24,900
Dividends receivable and other amounts due from related parties	33,395	573
Derivative financial instruments	15,188	4,001

For the year ended December 31, 2019, 70.0% of the Group's revenue was earned from Shell (December 31, 2018 and December 31, 2017, 74.2% and 92.6%, respectively) and accounts receivable were not collateralized; however, management believes that the credit risk is partially offset by the creditworthiness of the Group's counterparties. BG Group was acquired by Shell on February 15, 2016. This acquisition does not impact the contractual obligations under the existing charter party agreements. The Group did not experience significant credit losses on its accounts receivable portfolio during the three years ended December 31, 2019. The carrying amount of financial assets recorded in the consolidated financial statements represents the Group's maximum exposure to credit risk. Management monitors exposure to credit risk, and they believe that there is no substantial credit risk arising from the Group's counterparties.

The credit risk on liquid funds and derivative financial instruments is limited because the counterparties are banks with high credit ratings assigned by international credit-rating agencies.

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25. Capital Risk Management

The Group's objectives when managing capital are to safeguard the Group's ability to continue as a going concern, to ensure that it maintains a strong credit rating and healthy capital ratios in order to support its business and maximize shareholders value.

The Group monitors capital using a gearing ratio, which is total debt divided by total equity plus total debt. The gearing ratio is calculated as follows:

	As of December 31,	
	2018	2019
Borrowings, current portion	520,550	255,422
Borrowings, non-current portion	2,307,909	2,891,973
Lease liabilities, current portion	6,675	9,363
Lease liabilities, non-current portion	199,424	195,567
Total debt	3,034,558	3,352,325
Total equity	1,983,122	1,649,853
Total debt and equity	5,017,680	5,002,178
Gearing ratio	60.48%	67.01%

26. Derivative Financial Instruments

The fair value of the derivative assets is as follows:

	As of December 31,	
	2018	2019
Derivative assets carried at fair value through profit or loss (FVTPL)		
Interest rate swaps	15,188	18
Forward foreign exchange contracts	—	389
Derivative assets designated and effective as hedging instruments carried at fair value		
Cross currency swaps	—	3,594
Total	15,188	4,001
Derivative financial instruments, current assets	6,222	429
Derivative financial instruments, non-current assets	8,966	3,572
Total	15,188	4,001

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26. Derivative Financial Instruments (Continued)

The fair value of the derivative liabilities is as follows:

	As of December 31,	
	2018	2019
Derivative liabilities carried at fair value through profit or loss (FVTPL)		
Interest rate swaps	9,196	49,891
Forward foreign exchange contracts	1,467	41
Derivative liabilities designated and effective as hedging instruments carried at fair value		
Cross currency swaps	1,429	—
Total	12,092	49,932
Derivative financial instruments, current liability	2,091	8,095
Derivative financial instruments, non-current liability	10,001	41,837
Total	12,092	49,932

Interest rate swap agreements

The Group enters into interest rate swap agreements which convert the floating interest rate exposure into a fixed interest rate in order to hedge a portion of the Group's exposure to fluctuations in prevailing market interest rates. Under the interest rate swaps, the bank counterparty effects quarterly floating-rate payments to the Group for the notional amount based on the U.S. dollar LIBOR, and the Group effects quarterly payments to the bank on the notional amount at the respective fixed rates.

Interest rate swaps designated as cash flow hedging instruments

As of December 31, 2018 and 2019, there are no interest rate swaps designated as cash flow hedging instruments for accounting purposes.

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26. Derivative Financial Instruments (Continued)
Interest rate swaps held for trading

The principal terms of the interest rate swaps held for trading were as follows:

Company	Counterparty	Trade Date	Effective Date	Termination Date	Fixed Interest Rate	Notional Amount	
						December 31, 2018	December 31, 2019
GasLog	Deutsche Bank AG	July 2016	July 2016	July 2020	1.98%	66,667	66,667
GasLog	Deutsche Bank AG	July 2016	July 2016	July 2021	1.98%	66,667	66,667
GasLog	Deutsche Bank AG	July 2016	July 2016	July 2022	1.98%	66,667	66,667
GasLog	DNB Bank ASA ("DNB")	July 2016	July 2016	January 2019	1.784%	73,333	N/A
GasLog	DNB	July 2016	July 2016	July 2022	1.719%	73,333	73,333
GasLog	HSBC Bank plc ("HSBC")	July 2016	July 2016	July 2022	1.79%	33,333	33,333
GasLog	Nordea Bank Finland ("Nordea")	July 2016	July 2016	July 2022	1.815%	66,667	66,667
GasLog	Skandinaviska Enskilda Banken AB ("SEB")	July 2016	July 2016	July 2021	1.8405%	50,000	50,000
GasLog	HSBC	Feb 2017	Feb 2017	Feb 2022	2.005%	100,000	100,000
GasLog	Nordea	Feb 2017	Feb 2017	Mar 2022	2.0145%	100,000	100,000
GasLog	ABN Amro Bank NV ("ABN")	Feb 2017	Feb 2017	Mar 2022	2.003%	100,000	100,000
GasLog ⁽¹⁾	Nordea	May 2018	July 2020	July 2026	3.070%	N/A	N/A
GasLog	Nordea	May 2018	May 2018	July 2026	2.562%	66,667	66,667
GasLog ⁽¹⁾	SEB	May 2018	July 2020	July 2024	3.025%	N/A	N/A
GasLog	SEB	May 2018	Apr 2018	July 2025	2.300%	50,000	50,000
GasLog ⁽¹⁾	DNB	May 2018	July 2020	July 2024	3.056%	N/A	N/A
GasLog	DNB	May 2018	July 2018	July 2025	2.472%	73,333	73,333
GasLog	HSBC	May 2018	Apr 2018	July 2024	2.475%	33,333	33,333
GasLog	HSBC	May 2018	Apr 2018	July 2025	2.550%	33,333	33,333
GasLog ⁽¹⁾	Citibank Europe Plc. ("CITI")	May 2018	July 2020	July 2024	3.082%	N/A	N/A
GasLog ⁽¹⁾	CITI	May 2018	July 2021	July 2025	3.095%	N/A	N/A
GasLog	SEB	December 2018	October 2018	July 2026	2.745%	50,000	50,000
GasLog	Nordea	December 2018	October 2018	July 2028	2.793%	66,667	66,667
GasLog	DNB	December 2018	January 2019	July 2025	2.685%	N/A	73,333
GasLog ⁽²⁾	SEB	December 2018	July 2020	July 2024	2.958%	N/A	N/A
GasLog ⁽²⁾	Nordea	December 2018	July 2020	July 2024	2.937%	N/A	N/A
GasLog ⁽²⁾	DNB	December 2018	April 2020	April 2025	2.979%	N/A	N/A
Total						1,170,000	1,170,000

(1) In May 2018, the Group entered into new interest rate swap agreements with various counterparties with an aggregate notional value of \$250,000, with effective dates in July 2020 and July 2021, maturing between 2024 and 2026.

(2) In December 2018, the Group entered into new interest rate swap agreements with various counterparties with an aggregate notional value of \$210,000, with effective dates in April and July 2020, maturing between 2024 and 2025.

The derivative instruments listed above were not designated as cash flow hedging instruments. The change in the fair value of these contracts for the year ended December 31, 2019 amounted to a net loss of \$55,865 (December 31, 2018: \$4,333 net loss, December 31, 2017: \$8,529 net gain), which was recognized against profit or loss in the period incurred and is included in (Loss)/gain on derivatives.

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26. Derivative Financial Instruments (Continued)

During the year ended December 31, 2019, the net loss of \$55,865 derived from changes in the LIBOR curve.

Cross currency swap agreements

The Group entered into CCSs which converted the floating interest rate exposure and the variability of the USD functional currency equivalent cash flows into a fixed interest rate and principal on maturity with respect to the NOK 2021 Bonds and maintains CCSs which convert the floating interest rate exposure and the variability of the USD functional currency equivalent cash flows into a floating interest rate and principal on maturity with respect to NOK 2024 Bonds, in order to hedge the Group's exposure to fluctuations deriving from Norwegian Krone ("NOK").

The CCSs are designated as cash flow hedging instruments for accounting purposes.

The principal terms of the CCSs designated as cash flow hedging instruments were as follows:

Company	Counterparty	Trade Date	Effective Date	Termination Date	Fixed Interest Rate	Notional Amount	
						December 31, 2018	December 31, 2019
GasLog ⁽¹⁾	DNB	June 2016	June 2016	Dec 2019	8.59%	30,050	—
GasLog ⁽¹⁾	SEB	June 2016	June 2016	Dec 2019	8.59%	30,050	—
GasLog ⁽¹⁾	Nordea	June 2016	June 2016	Dec 2019	8.59%	30,050	—
GasLog ⁽²⁾	DNB	Nov 2019	Nov 2019	Nov 2024	floating	—	32,850
GasLog ⁽²⁾	SEB	Nov 2019	Nov 2019	Nov 2024	floating	—	32,850
GasLog ⁽²⁾	Nordea	Nov 2019	Nov 2019	Nov 2024	floating	—	32,850
Total						90,150	98,550

(1) On November 27, 2019, the Group decreased the notional amount of the three CCSs by paying their fair value on that date. On December 23, 2019, the Group terminated these CCSs while their fair value was paid on January 31, 2020 together with the NOK 2021 Bonds final repayment. The cumulative loss of \$697 from the period that hedging was effective was recycled to profit or loss during the year ended December 31, 2019.

(2) On November 27, 2019, in conjunction with the issuance of the NOK 2024 Bonds, the Group entered into these CCSs to exchange interest payments and principal on maturity on the same terms as the NOK 2024 Bonds.

For the year ended December 31, 2019, the effective portion of changes in the fair value of CCSs amounting to a loss of \$3,215 has been recognized in Other comprehensive income (December 31, 2018: \$5,543 loss, December 31, 2017: \$7,291 gain). For the year ended December 31, 2019, a loss of \$607 was recycled to profit or loss representing the realized loss on CCSs in relation to the interest expenses component of the hedge (December 31, 2018: \$454 loss, December 31, 2017: \$398 loss). Additionally, for the year ended December 31, 2019, a loss of \$325 was recognized in Other comprehensive income in relation to the retranslation of the NOK 2021 Bonds in U.S. dollars as of December 31, 2019 (December 31, 2018: \$4,831 gain, December 31, 2017: \$5,022 loss).

Forward foreign exchange contracts

The Group uses forward foreign exchange contracts to mitigate foreign exchange transaction exposures in British Pounds Sterling ("GBP"), Euros ("EUR"), Singapore dollars ("SGD") and Japanese Yen ("JPY"). Under these forward foreign exchange contracts, the bank counterparty will

GasLog Ltd. and its Subsidiaries**Notes to the consolidated financial statements (Continued)****For the years ended December 31, 2017, 2018 and 2019****(All amounts expressed in thousands of U.S. Dollars, except share and per share data)****26. Derivative Financial Instruments (Continued)**

effect fixed payments in GBP or EUR or SGD or JPY to the Group and the Group will effect fixed payments in USD to the bank counterparty on the respective settlement dates. All forward foreign exchange contracts are considered by management to be part of economic hedge arrangements but have not been formally designated as such.

The principal terms of the forward foreign exchange contracts held for trading are as follows:

<u>Company</u>	<u>Counterparty</u>	<u>Trade Date</u>	<u>Number of contracts</u>	<u>Settlement Dates</u>	<u>Fixed Exchange Rate (USD/GBP)</u>	<u>Total Exchange Amount (in thousands)</u>
GasLog	ABN	August 2019	1	January 2020	1.2206	£ 500
GasLog	ABN	August 2019	1	February 2020	1.2219	£ 500
GasLog	ABN	August 2019	1	March 2020	1.2231	£ 500
GasLog	ABN	August 2019	1	April 2020	1.2246	£ 500
GasLog	ABN	August 2019	1	May 2020	1.2257	£ 500
GasLog	ABN	August 2019	1	June 2020	1.2272	£ 500
					Total	£ 3,000

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26. Derivative Financial Instruments (Continued)

<u>Company</u>	<u>Counterparty</u>	<u>Trade Date</u>	<u>Number of contracts</u>	<u>Settlement Dates</u>	<u>Fixed Exchange Rate (USD/EUR)</u>	<u>Total Exchange Amount (in thousands)</u>
GasLog	SEB	August 2019	1	January 2020	1.1235	€ 3,000
GasLog	SEB	August 2019	1	February 2020	1.1260	€ 3,000
GasLog	SEB	August 2019	1	March 2020	1.1283	€ 3,000
GasLog	Citibank	August 2019	1	April 2020	1.1311	€ 1,000
GasLog	Citibank	August 2019	1	May 2020	1.1333	€ 1,000
GasLog	Citibank	August 2019	1	June 2020	1.1358	€ 1,000
GasLog	ABN	November 2019	1	January 2020	1.1220	€ 1,000
GasLog	ABN	November 2019	1	February 2020	1.1241	€ 1,000
GasLog	ABN	November 2019	1	March 2020	1.1262	€ 1,000
GasLog	ABN	November 2019	1	April 2020	1.1283	€ 1,000
GasLog	ABN	November 2019	1	May 2020	1.1305	€ 1,000
GasLog	ABN	November 2019	1	June 2020	1.1326	€ 1,000
GasLog	ABN	November 2019	1	July 2020	1.1347	€ 1,000
GasLog	ABN	November 2019	1	August 2020	1.1367	€ 1,000
GasLog	ABN	November 2019	1	September 2020	1.1389	€ 1,000
GasLog	ABN	November 2019	1	October 2020	1.1410	€ 1,000
GasLog	ABN	November 2019	1	November 2020	1.1431	€ 1,000
GasLog	ABN	November 2019	1	December 2020	1.1452	€ 1,000
GasLog	Citibank	November 2019	1	January 2020	1.1215	€ 1,000
GasLog	Citibank	November 2019	1	February 2020	1.1236	€ 1,000
GasLog	Citibank	November 2019	1	March 2020	1.1258	€ 1,000
GasLog	Citibank	November 2019	1	April 2020	1.1279	€ 1,000
GasLog	Citibank	November 2019	1	May 2020	1.1300	€ 1,000
GasLog	Citibank	November 2019	1	June 2020	1.1321	€ 1,000
GasLog	Citibank	November 2019	1	July 2020	1.1341	€ 1,000
GasLog	Citibank	November 2019	1	August 2020	1.1362	€ 1,000
GasLog	Citibank	November 2019	1	September 2020	1.1383	€ 1,000
GasLog	Citibank	November 2019	1	October 2020	1.1403	€ 1,000
GasLog	Citibank	November 2019	1	November 2020	1.1425	€ 1,000
GasLog	Citibank	November 2019	1	December 2020	1.1444	€ 1,000
GasLog	HSBC	November 2019	1	September 2020	1.1348	€ 1,000
GasLog	HSBC	November 2019	1	October 2020	1.1366	€ 1,000
GasLog	HSBC	November 2019	1	November 2020	1.1391	€ 1,000
GasLog	HSBC	November 2019	1	December 2020	1.1410	€ 1,000
GasLog	SEB	November 2019	1	September 2020	1.1357	€ 1,000
GasLog	SEB	November 2019	1	October 2020	1.1377	€ 1,000
GasLog	SEB	November 2019	1	November 2020	1.1399	€ 1,000
GasLog	SEB	November 2019	1	December 2020	1.1419	€ 1,000
GasLog	OCBC	November 2019	5	April - August 2020	1.1305	€ 10,000
					Total	€ 54,000

<u>Company</u>	<u>Counterparty</u>	<u>Trade Date</u>	<u>Number of contracts</u>	<u>Settlement Dates</u>	<u>Fixed Exchange Rate (USD/SGD)</u>	<u>Total Exchange Amount (in thousands)</u>
GasLog	OCBC	November 2019	9	January - September 2020	1.3524	S\$ 4,500
					Total	S\$ 4,500

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26. Derivative Financial Instruments (Continued)

<u>Company</u>	<u>Counterparty</u>	<u>Trade Date</u>	<u>Number of contracts</u>	<u>Settlement Dates</u>	<u>Fixed Exchange Rate (USD/JPY)</u>	<u>Total Exchange Amount (in thousands)</u>
GasLog	Citibank	December 2019	1	November 2020	107.3409	JP¥ 29,397
Total						JP¥ 29,397

The derivative instruments listed above were not designated as cash flow hedging instruments as of December 31, 2019. The change in the fair value of these contracts for the year ended December 31, 2019 amounted to a net gain of \$1,815 (for the year ended December 31, 2018: \$3,589 net loss, December 31, 2017: \$2,041 net gain), which was recognized against profit or loss in the year incurred and is included in Loss on derivatives.

An analysis of Gain/(loss) on derivatives is as follows:

	For the year ended December 31,		
	2017	2018	2019
Unrealized gain/(loss) on derivative financial instruments held for trading	10,570	(7,922)	(54,050)
Realized (loss)/gain on interest rate swaps held for trading	(7,842)	1,893	3,164
Realized gain/(loss) on forward foreign exchange contracts held for trading	3,730	241	(3,707)
Recycled loss of cash flow hedges reclassified to profit or loss	(4,368)	—	(697)
Ineffective portion of cash flow hedges	(65)	(289)	(151)
Total	2,025	(6,077)	(55,441)

Fair value measurements

The fair value of the Group's financial assets and liabilities approximate to their carrying amounts at the reporting date.

The fair value of the interest rate swaps at the end of reporting period was determined by discounting the future cash flows using the interest rate yield curves at the end of reporting period and the credit risk inherent in the contract. The fair value of the CCSs at the end of the reporting period was determined by discounting the future cash flows that are estimated based on forward exchange rates and contract forward rates, discounted at a rate that reflects the credit risk of the counterparties. The Group uses its judgment to make assumptions that are primarily based on market conditions for the estimation of the counterparty risk and the Group's own risk that are considered for the calculation of the fair value of the interest rate and CCSs. The interest rate swaps, the forward foreign exchange contracts and the CCSs meet Level 2 classification, according to the fair value hierarchy as defined by IFRS 13 *Fair Value Measurement*. There were no financial instruments in Levels 1 or 3 and no transfers

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars, except share and per share data)
26. Derivative Financial Instruments (Continued)

between Levels 1, 2 or 3 during the periods presented. The definitions of the levels provided by IFRS 13 are based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices in active markets for identical assets or liabilities;
- Level 2 fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

27. Cash Flow Reconciliations

The reconciliation of the Group's non-cash investing and financing activities for the two years ended December 31, 2019 are presented in the tables below:

A reconciliation of borrowings arising from financing activities is as follows:

	Opening balance	Cash flows	Other comprehensive income	Non-cash items	Deferred financing costs, assets	Total
Borrowings outstanding as of January 1, 2018	2,547,556	—	—	—	—	2,547,556
Proceeds from bank loans and bonds	—	524,165	—	—	—	524,165
Bank loans and bond repayments	—	(231,753)	—	—	—	(231,753)
Additions in deferred loan/bond fees	—	(7,449)	—	1,119	(12,941)	(19,271)
Amortization of deferred loan and bond issuance costs and premium (Note 19)	—	—	—	12,593	—	12,593
Retranslation of the NOK 2021 Bonds in U.S. dollars	—	—	(4,831)	—	—	(4,831)
Borrowings outstanding as of December 31, 2018	2,547,556	284,963	(4,831)	13,712	(12,941)	2,828,459

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
(All amounts expressed in thousands of U.S. Dollars, except share and per share data)
27. Cash Flow Reconciliations (Continued)

	Opening balance	Cash flows	Other comprehensive income	Non-cash items	Deferred financing costs, assets	Total
Borrowings outstanding as of January 1, 2019	2,828,459	—	—	—	—	2,828,459
Proceeds from bank loans and bonds	—	905,730	—	—	—	905,730
Bank loans and bond repayments	—	(547,751)	—	—	—	(547,751)
Payment for bond repurchase	—	(34,602)	—	—	—	(34,602)
Additions in deferred loan/bond fees	—	(25,912)	—	(910)	7,016	(19,806)
Amortization of deferred loan and bond issuance costs and premium (Note 19)	—	—	—	14,154	—	14,154
Retranslation of the NOK 2021 Bonds and the NOK 2024 Bonds in U.S. dollars	—	—	1,211	—	—	1,211
Borrowings outstanding as of December 31, 2019	2,828,459	297,465	1,211	13,244	7,016	3,147,395

A reconciliation of derivatives arising from financing activities is as follows:

	Opening balance	Cash flows	Other comprehensive income	Non-cash items	Total
Net derivative assets as of January 1, 2018	16,396	—	—	—	16,396
Unrealized loss on derivative financial instruments held for trading	—	—	—	(7,922)	(7,922)
Ineffective portion of cash flow hedges	—	—	—	(289)	(289)
Effective portion of changes in the fair value of derivatives designated as cash flow hedging instruments	—	—	(5,089)	—	(5,089)
Net derivative assets/(liabilities) as of December 31, 2018	16,396	—	(5,089)	(8,211)	3,096

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
For the years ended December 31, 2017, 2018 and 2019
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27. Cash Flow Reconciliations (Continued)

	Opening balance	Cash flows	Other comprehensive income	Non-cash items	Total
Net derivative assets as of January 1, 2019	3,096	—	—	—	3,096
Unrealized loss on derivative financial instruments held for trading	—	—	—	(54,050)	(54,050)
Ineffective portion of cash flow hedges	—	—	—	(151)	(151)
Payment for CCS termination	—	3,731	—	4,051	7,782
Effective portion of changes in the fair value of derivatives designated as cash flow hedging instruments	—	—	(2,608)	—	(2,608)
Net derivative assets/(liabilities) as of December 31, 2019	3,096	3,731	(2,608)	(50,150)	(45,931)

A reconciliation of tangible fixed assets and vessels under construction arising from investing activities is as follows:

	Opening balance	Cash flows	Non-cash items	Total
Tangible fixed assets and vessels under construction as of January 1, 2018	3,939,221	—	—	3,939,221
Additions (Note 6)	—	673,787	16,973	690,760
Transfer under "Other non-current assets"	—	—	(1,650)	(1,650)
Depreciation expense (Note 6)	—	—	(145,474)	(145,474)
Tangible fixed assets and vessels under construction as of December 31, 2018	3,939,221	673,787	(130,151)	4,482,857

	Opening balance	Cash flows	Non-cash items	Total
Tangible fixed assets and vessels under construction as of January 1, 2019	4,482,857	—	—	4,482,857
Additions (Note 6)	—	479,618	(1,013)	478,605
Returns for capital expenditures (Note 6)	—	(10,451)	(773)	(11,224)
Impairment loss on vessels (Note 6)	—	—	(162,149)	(162,149)
Depreciation expense (Note 6)	—	—	(157,701)	(157,701)
Tangible fixed assets and vessels under construction as of December 31, 2019	4,482,857	469,167	(321,636)	4,630,388

GasLog Ltd. and its Subsidiaries
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27. Cash Flow Reconciliations (Continued)

A reconciliation of lease liabilities arising from financing activities is as follows:

	Opening balance	Cash flows	Non-cash items	Total
Lease liabilities as of January 1, 2018	213,428	—	—	213,428
Lease charge (Note 19)	—	—	10,520	10,520
Payments for interest	—	(10,520)	—	(10,520)
Payments for lease liability	—	(7,329)	—	(7,329)
Lease liabilities as of December 31, 2018	213,428	(17,849)	10,520	206,099

	Opening balance	Cash flows	Non-cash items	Total
Lease liabilities as of January 1, 2019	213,374	—	—	213,374
Lease charge (Note 19)	—	—	10,506	10,506
Additions	—	—	1,462	1,462
Payments for interest	—	(10,521)	—	(10,521)
Payments for lease liability	—	(9,950)	59	(9,891)
Lease liabilities as of December 31, 2019	213,374	(20,471)	12,027	204,930

A reconciliation of equity offerings arising from financing activities is as follows:

	Cash flows	Non-cash items	Total
Proceeds from GasLog Partners' common unit offerings (net of underwriting discounts and commissions)	60,345	—	60,345
Proceeds from GasLog Partners' preference unit offerings (net of underwriting discounts and commissions)	208,394	—	208,394
Equity related costs	(917)	(703)	(1,620)
Net proceeds from equity offerings in the year ended December 31, 2018	267,822	(703)	267,119

	Cash flows	Non-cash items	Total
Equity related costs	(1,670)	1,053	(617)
Net payments for equity offerings in the year ended December 31, 2019	(1,670)	1,053	(617)

28. Taxation

Under the laws of the countries of the Group's domestication/incorporation and/or vessels' registration, the Group is not subject to tax on international shipping income. However, it is subject to registration and tonnage taxes, which are included in vessel operating and supervision costs in the consolidated statement of profit or loss.

GasLog Ltd. and its Subsidiaries
Notes to the consolidated financial statements (Continued)
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(All amounts expressed in thousands of U.S. Dollars, except share and per share data)
28. Taxation (Continued)

Under the United States Internal Revenue Code of 1986, as amended (the "Code"), the U.S. source gross transportation income of a ship-owning or chartering corporation, such as GasLog, is subject to a 4% U.S. Federal income tax without allowance for deduction, unless that corporation qualifies for exemption from tax under Section 883 of the Code and the Treasury Regulations promulgated thereunder. U.S. source gross transportation income consists of 50% of the gross shipping income that is attributable to transportation that begins or ends, but that does not both begin and end, in the United States.

GasLog has qualified for the statutory tax exemption for the year of 2019 and intends to continue to qualify for the foreseeable future.

29. Earnings/(losses) per share ("EPS")

Basic earnings/(losses) per share was calculated by dividing the profit/(loss) for the year attributable to the owners of the common shares after deducting the dividend on Preference Shares by the weighted average number of common shares issued and outstanding during the year.

Diluted EPS is calculated by dividing the profit/(loss) for the year attributable to the owners of the Group adjusted for the effects of all dilutive potential ordinary shares by the weighted average number of all potential ordinary shares assumed to have been converted into common shares, unless such potential ordinary shares have an antidilutive effect.

The following reflects the earnings/(losses) and share data used in the basic and diluted earnings/(losses) per share computations:

	For the year ended December 31,		
	2017	2018	2019
Basic earnings/(loss) per share			
Profit/(loss) for the year attributable to owners of the Group	15,506	47,683	(100,661)
Less: Dividends on Preference Shares	(10,064)	(10,063)	(10,063)
Profit/(loss) for the year available to owners of the Group	5,442	37,620	(110,724)
Weighted average number of shares outstanding, basic	80,622,788	80,792,837	80,849,818
Basic earnings/(loss) per share	0.07	0.47	(1.37)
Diluted earnings/(loss) per share			
Profit/(loss) for the year available to owners of the Group used in the calculation of diluted EPS	5,442	37,620	(110,724)
Weighted average number of shares outstanding, basic	80,622,788	80,792,837	80,849,818
Dilutive potential ordinary shares	643,342	844,185	—
Weighted average number of shares used in the calculation of diluted EPS	81,266,130	81,637,022	80,849,818
Diluted earnings/(loss) per share	0.07	0.46	(1.37)

The Group excluded the effect of 2,630,173 SARs and 367,162 RSUs in calculating diluted EPS for the year ended December 31, 2019, as they were anti-dilutive (December 31, 2018: 555,453 SARs and 0 RSUs, December 31, 2017: 998,502 SARs and 0 RSUs).

GasLog Ltd. and its Subsidiaries

Notes to the consolidated financial statements (Continued)

For the years ended December 31, 2017, 2018 and 2019

(All amounts expressed in thousands of U.S. Dollars, except share and per share data)

30. Subsequent Events

On January 31, 2020, GasLog repurchased and cancelled NOK 434,000 of the outstanding NOK 2021 Bonds at a price of 104.0% of par value, resulting in a loss of \$1,937.

On February 5, 2020, the board of directors declared a quarterly cash dividend of \$0.15 per common share payable on March 12, 2020 to shareholders of record as of March 2, 2020.

On February 7, 2020, GasLog paid \$17,625 for the acquisition of LLIs, following the expiration of the arrangement, whereby GasLog would have access to all LLIs necessary for the conversion of a GasLog LNG carrier into an FSRU.

On February 13, 2020, GasLog drew \$23,346 under the revolving credit facility of the Legacy Facility Refinancing, reducing the available amount to \$76,654 which can be drawn and repaid at any time until January 2021 and July 2021, respectively.

On February 13, 2020 and February 14, 2020, GasLog repurchased 323,919 common shares at a weighted average price of \$6.1443 per share for a total amount of \$2,000 under its share repurchase programme.

**DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES
EXCHANGE ACT OF 1934**

GasLog Ltd. has two classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended: our Common Shares (the "Common Shares") and our Series A Preference Shares (the "Preference Shares").

The following summarizes the material terms of the Common Shares and Preference Shares of GasLog Ltd. (the "Company") as set forth in the Company's Memorandum of Association, as amended (the "Memorandum of Association") and the Company's Bye-laws, as amended (the "Bye-laws") and the Certificate of Designations in respect of the Preference Shares (the "Certificate of Designations"). While we believe that the following description covers the material terms of such securities, such summary may not contain all of the information that may be important to you and is subject to, and qualified in its entirety by, reference to the Memorandum of Association and the Bye-laws, each of which is filed as an exhibit to the 20-F of which this Exhibit 2.2 is a part, as well as the Certificate of Designations. As used herein, unless otherwise expressly stated or the context otherwise requires, the terms "Company", "we", "our" and "us" refer to GasLog Ltd.

General

We are incorporated under the laws of the Bermuda. The rights of shareholders are governed by the Bermuda Companies Act, the Memorandum of Association, the Bye-laws and the Certificate of Designations.

Authorized Share Capital

Under the Memorandum of Association, the Company's authorized share capital is U.S.\$5,000,000 comprised of 500,000,000 shares, par value \$0.01 per share. Pursuant to our Bye-laws, subject to any resolution of the shareholders to the contrary, our board of directors is authorized to issue any of our authorized but unissued Common Shares. Our Memorandum of Association and Bye-laws currently authorize the issuance of preference shares out of any of the unissued share capital in one or more classes or series. There are no limitations on the right of non-Bermudians or non-residents of Bermuda to hold or vote our shares.

Common Shares

Voting Rights

Holders of our Common Shares are entitled to one vote per share on all matters submitted to a vote of holders of Common Shares. Unless a different majority is

required by law or by our Bye-laws, resolutions to be approved by holders of our Common Shares require approval by a simple majority of votes cast at a meeting at which a quorum is present.

Dividends

Under Bermuda law, a company may not declare or pay dividends if there are reasonable grounds for believing that: (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) the realizable value of its assets would thereby be less than its liabilities. Under our Bye-laws, each Common Share is entitled to dividends if, as and when dividends are declared by our board of directors.

Liquidation Rights

In the event of our liquidation, dissolution or winding up, the holders of our Common Shares are entitled to share equally and ratably in our assets, if any, remaining after the payment of all of our debts and liabilities, subject to any liquidation preference on any issued and outstanding Preference Shares.

Other Matters

Holders of our Common Shares have no pre-emptive, redemption, conversion or sinking fund rights.

Preference Shares

Voting Rights

Our Common Shares are the only class of our shares carrying full voting rights. Holders of the Preference Shares generally have no voting rights. However, if and whenever dividends payable on the Preference Shares are in arrears for six or more quarterly periods, whether or not consecutive, holders of Preference Shares (voting together as a class with all other classes or series of parity securities upon which like voting rights have been conferred and are exercisable) will be entitled to elect one additional director to serve on our board of directors, and the size of our board of directors will be increased as needed to accommodate such change (unless the size of our board of directors already has been increased by reason of the election of a director by holders of parity securities upon which like voting rights have been conferred and with which the Preference Shares voted as a class for the election of such director). The right of such holders of Preference Shares to elect a member of our board of directors will continue until all accumulated and unpaid dividends on the Preference Shares have been paid in full. In addition, holders of Preference Shares are entitled to vote together with holders of Common Shares on matters related to the approval of an amalgamation or merger.

Dividends

Dividends on the Preference Shares are cumulative from March 31, 2015 and will be payable quarterly in arrears on the 1st day of January, April, July and October of each year, when as and if declared by the board of directors. The initial dividend on Preference Shares was payable on July 1, 2015. Dividends will be payable in cash available for dividends at a rate equal to 8.75% per annum of the stated liquidation preference. No dividend may be declared or paid or set apart for payment on any junior securities unless full cumulative dividends have been or contemporaneously are being paid or provided for on all outstanding Preference Shares.

Liquidation Rights

In the event of any liquidation, dissolution or winding up of our affairs, whether voluntary or involuntary, holders of the Preference Shares will have the right to receive the liquidation preference of \$25.00 per share plus an amount equal to all accumulated and unpaid dividends thereon to the date of payment, whether or not declared, before any payments are made to holders of our Common Shares or any other junior securities. Preference Shares rank junior in all our indebtedness and other liabilities, and any other senior securities the Company may issue in the future.

Redemption

As of April 7, 2020, the Preference Shares may be redeemed, in whole or in part, out of amounts available thereof, at a redemption price of \$25.00 per share plus an amount equal to all accumulated and unpaid dividends thereon to the date of redemption, whether or not declared.

Other Matters

The Preference Shares will not be subject to any sinking fund requirements.

Dated 25 June 2019

**GASLOG HELLAS-1 SPECIAL MARITIME ENTERPRISE
as Borrower**

**ABN AMRO BANK N.V.
OVERSEA-CHINESE BANKING CORPORATION LIMITED
as mandated lead arrangers
(together as Arrangers)**

**with
ABN AMRO BANK N.V.
as Agent**

**ABN AMRO BANK N.V.
as Security Agent**

**FACILITY AGREEMENT
for
\$130,000,000
Term Loan Facility**

 **NORTON ROSE FULBRIGHT**

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THIS AGREEMENT is dated 25 June 2019, and made between:

- (1) **GASLOG HELLAS-1 SPECIAL MARITIME ENTERPRISE** as borrower (the **Borrower**);
- (2) **ABN AMRO BANK N.V.** and **OVERSEA-CHINESE BANKING CORPORATION LIMITED** as mandated lead arrangers (whether acting individually or together, the **Arrangers**);
- (3) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as lenders (the **Original Lenders**);
- (4) **ABN AMRO BANK N.V.** as Agent of the other Finance Parties (the **Agent**); and
- (5) **ABN AMRO BANK N.V.** as security agent and trustee for and on behalf of the other Finance Parties (the **Security Agent**).

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 Definitions

In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Account means any bank account, deposit or certificate of deposit opened, made or established in accordance with clause 25 (*Bank accounts*).

Account Bank means, in relation to any Account, Oversea-Chinese Banking Corporation Limited, an Affiliate thereof or another bank or financial institution approved by the Majority Lenders at the request of the Borrower.

Account Holder(s) means, in relation to any Account, the Obligor(s) in whose name(s) that Account is held.

Account Security means, in relation to an Account, a deed or other instrument executed by the relevant Account Holder(s) in favour of the Security Agent and/or any other Finance Parties in an agreed form conferring a Security Interest over that Account.

Accounting Reference Date means 31 December or such other date as may be approved by the Majority Lenders.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent includes any person who may be appointed as agent for the other Finance Parties under clause 30.12 (*Resignation of the Agent*) or any other provision of this Agreement.

Annual Financial Statements has the meaning given to it in clause 18 (*Information undertakings*).

Approved Brokers means each of Affinity LNG LLP, Clarksons Platou Group, Braemar Seascopes Ltd, Fearnleys AS, Simpson, Spence & Young Ltd, Poten & Partners (London) or any other independent firm of shipbrokers agreed in writing from time to time between the Borrower and the Agent (acting on the instructions of the Majority Lenders), unless any such person is a or becomes a Prohibited Person or otherwise is in breach of Sanctions.

Approved Exchange means NYSE or NASDAQ or any other national stock exchange acceptable to the Majority Lenders.

Approved Flag State means each of Bermuda, Cayman Islands, Cyprus, Greece, Malta, Hong Kong, Marshall Islands, Singapore and the United Kingdom or any other flag acceptable to the Lenders.

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another firm proposed by the Borrower and approved by the Majority Lenders from time to time (provided that if the approval of Auditors as set out in this definition becomes contrary to any applicable law, directive or regulation, and the Majority Lenders so require, the Obligors agree that they will make such amendment to this definition as will be agreed between the Borrower and the Majority Lenders so as to ensure compliance with such law, directive or regulation).

Available Facility means, at any relevant time, such part of the Total Commitments (drawn and undrawn) which is available for borrowing under this Agreement at such time in accordance with clause 4 (*Conditions of Utilisation*) to the extent that such part of the Total Commitments is not cancelled or reduced under this Agreement.

Basel II Accord means the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord or Reformed Basel III.

Basel II Approach means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Regulations applicable to such Finance Party) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord.

Basel II Regulation means:

- (a) any law or regulation in force as at the date hereof implementing the Basel II Accord (including the relevant provisions of CRD IV and CRR) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and
- (b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

Basel III Accord means, together:

- (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated on or before the date of this Agreement;
- (b) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated on or before the date of this Agreement; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III on or before the date of this Agreement”.

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel III Regulation means any law or regulation implementing the Basel III Accord (including the relevant provisions of CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation and excluding any such law or regulation which implements Reformed Basel III.

Break Costs means the amount (if any) by which:

- (a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in the Loan or Unpaid Sum to the last day of the current Interest Period in respect of the Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

Builder means, in relation to the Ship, the person specified as such in Schedule 2 (*Ship information*).

Building Contract means the shipbuilding contract specified in Schedule 2 (*Ship information*) between the Builder and the Borrower relating to the construction of the Ship and as may further be supplemented, amended or varied in accordance with the terms thereof.

Building Contract Documents means, in relation to the Ship, the Building Contract and any other guarantee or security given to any person for the Builder's obligations under the Building Contract.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Amsterdam, Piraeus and Singapore and (in relation to any date for payment or purchase of dollars) New York.

Change of Control occurs if:

- (a) prior to Drop Down:
 - (i) GasLog Carriers ceases to control the Borrower; or
 - (ii) GasLog ceases to control GasLog Carriers;
- (b) on or after Drop Down:
 - (iii) GasLog Holdings ceases to control the Borrower; or
 - (iv) GLOP ceases to control GasLog Holdings; or
 - (v) GasLog ceases to control (directly or indirectly) the affairs of or the composition of the board of directors of GLOP; or

(c) any of the issued and outstanding shares (including the voting shares) of GP LLC cease to be legally and beneficially owned by GasLog,

in any case without the prior written consent of the Agent (acting on the instructions of the Majority Lenders) and provided that a Drop Down or Reverse Drop Down (in each case if carried out in accordance with clause 19.6 (*Drop Down; Reverse Drop Down*)) shall not constitute a Change of Control.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Security Documents.

Charter means the charter commitment for the Ship, details of which are provided in Schedule 2 (*Ship information*), as it may from time-to-time be amended or replaced in the circumstances and as permitted in accordance with clause 27.21 (*Charters*) including by way of an Eligible Charter Agreement.

Charter Assignment means, in relation to the Charter Documents, an assignment by the Borrower of its interest in such Charter Documents in favour of the Security Agent in the agreed form.

Charter Documents means the Charter of the Ship, any documents supplementing it and any guarantee or security given by any person to the Borrower for the relevant Charterer's obligations under it.

Charterer means the charterer named in Schedule 2 (*Ship information*) as charterer of the Ship, or such replacement or a charterer that is party to any Charter entered into in the circumstances and as permitted in accordance with clause 27.21 (*Charters*).

Classification means the classification specified in respect of the Ship in Schedule 2 (*Ship information*) with the relevant Classification Society or another classification approved by the Majority Lenders as its classification (such approval not to be unreasonably withheld), at the request of the Borrower.

Classification Society means, in relation to the Ship, the classification society specified in in Schedule 2 (*Ship information*), DNV GL, American Bureau of Shipping and Lloyd's Register of Shipping or another classification society being a member of the International Association of Classification Societies (IACS) or, if such association no longer exists, any similar association nominated by the Agent) approved by the Majority Lenders as its Classification Society (such approval not to be unreasonably withheld or delayed), at the request of the Borrower.

Closing Date means the date on which the conditions precedent listed in Part 1 of Schedule 3 (*Conditions precedent to executing this Agreement*) have been satisfied in accordance with clause 4 (*Conditions to Utilisation*) which shall be no later than 30 June 2019.

Code means the US Internal Revenue Code of 1986, as amended.

Commercial Manager means GasLog or another manager appointed as the commercial manager of the Ship by the Borrower in accordance with clause 20.3 (*Manager*).

Commitment means:

- (a) in relation to an Original Lender, the amount set opposite under its name opposite the heading “Commitment” in Schedule 1 (*The original parties*) and the amount of any other Commitment transferred to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Compliance Certificate means a certificate substantially in the form set out in Schedule 2 to the Guarantee executed by GasLog, or upon or after a Drop Down the Guarantee executed by GLOP, or otherwise approved.

Confidential Information means all information relating to an Obligor, the Group, the Finance Documents, the Charter Documents or any other charter commitments (to the extent such information relating to such other charter commitments is confidential as a matter of law or contract) for the Ship or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) any Group Member or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any Group Member or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 41 (*Confidentiality*); or
- (ii) is identified in writing at the time of delivery as non-confidential by any Group Member or any of its advisers; or
- (iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

Constitutional Documents means, in respect of an Obligor or a Manager, such Obligor’s or Manager’s memorandum and articles of association, by-laws or other constitutional documents including as referred to in any certificate relating to an Obligor or a Manager delivered pursuant to Schedule 3 (*Conditions precedent*).

Contract Price means, the price of the Ship payable under the Building Contract, ignoring for the purposes of this calculation any reduction to the price payable under the Building Contract in respect of liquidated damages for delay.

Cool Pool Arrangements has the meaning given to such term in clause 20.9 (*Sharing of Earnings*).

CRD IV means the directive 2013/36/EU of the European Union on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms.

CRR means the regulation 575/2013 of the European Union on prudential requirements for credit institutions and investment firms.

Debt Purchase Transaction means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of, any Commitment or amount outstanding under this Agreement.

Debt Service Reserve Account means the Account designated as such in clause 25.2 (*Debt Service Reserve Account*).

Deed of Covenant means a first deed of covenant (including a first assignment of its interest in the Ship's Insurances, Earnings and Requisition Compensation) in respect of the Ship by the Borrower in favour of the Security Agent in the agreed form.

Default means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of them) be an Event of Default.

Defaulting Lender means any Lender:

- (a) which has failed to make its participation in the Loan available or has notified the Agent that it will not make its participation in the Loan available by the Utilisation Date of the Loan in accordance with clause 5.5 (*Lenders' participation*);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Payment Disruption Event; and,payment is made within three (3) Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

Delegate means any delegate, agent, attorney, additional trustee or co-trustee appointed in writing by the Security Agent under the terms of any Finance Document.

Delivery means the delivery and acceptance of the Ship by the Borrower under the Building Contract.

Delivery Date means the date on which Delivery occurs.

Delivery Instalment means the instalment of the Contract Price for the Ship falling due on its Delivery.

Delivery Price means the actual cost of purchase, acquisition and delivery of the Ship by the Borrower under the Building Contract, an estimate of which is set out in Schedule 2 (*Ship information*).

Disposal Repayment Date means, in relation to:

- (a) a Total Loss of the Ship, the applicable Total Loss Repayment Date; or
- (b) a sale of the Ship by the Borrower, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price (and upon or immediately prior to such completion).

Drop Down means a transfer of shares in the Borrower to GasLog Holdings or GLOP directly or indirectly, in accordance with the provisions of clause 19.6 (*Drop Down; Reverse Drop Down*).

Earnings means, in relation to the Ship and a person, all money at any time payable to that person for or in relation to the use or operation of the Ship including (without limitation) freight, hire and passage moneys, money payable to that person for the provision of services by or from the Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment and contributions of any nature whatsoever in respect of general average.

Earnings Account means the interest bearing dollar accounts of the Borrower with the Account Bank designated as an **Earnings Account** under clause 25 (*Bank accounts*).

Eligible Charter Agreement means an agreement or commitment to charter the Ship which:

- (a) is with a charterer that is:
 - (i) a subsidiary of any of Endesa, Trafigura, Gunvor, Vitol or Cheniere;
 - (ii) not a Non Acceptable Charterer with a credit rating of not less than BBB- or its equivalent by at least one of Standard and Poor's, Moody's or Fitch; or
 - (iii) otherwise approved by the Majority Lenders; and
- (b) is on terms as to payment or amount of hire which are not materially less beneficial to the Borrower than the terms which at that time could reasonably be expected to be obtained on the open market for vessels of the same age and type as the Ship under charter commitments of a similar type or period; and
- (c) is not subject to early termination for convenience;
- (d) provides for a fixed charter tenor of no less than 24 months without taking into account any option to extend or will expire at a date on or after the Final Repayment Date; and
- (e) is not a bareboat or demise charter or other charter commitment which passes possession and operational control of the Ship to another person except where operational control is passed to the Ship's Technical Manager,

or is otherwise acceptable in form and substance in all respects to the Majority Lenders in their absolute discretion.

Environmental Claims means:

- (a) enforcement, clean-up, removal or other governmental or regulatory action or orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or
- (b) any claim made by any other person relating to a Spill.

Environmental Incident means any Spill from any vessel in circumstances where:

- (a) any Fleet Vessel or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than Environmental Claims arising and fully satisfied before the date of this Agreement); and/or
- (b) any Fleet Vessel may be arrested or attached in connection with any such Environmental Claim.

Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.

Event of Default means any event or circumstance specified as such in clause 27 (*Events of Default*).

Facility means the term loan facility made available by the Lenders under this Agreement as described in clause 2 (*The Facility*), in a single tranche in respect of the Ship.

Facility Office means:

- (a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office through which it will perform its obligations under this Agreement; and
- (b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for Tax purposes.

Facility Period means the period from and including the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents has been irrevocably and unconditionally paid and discharged in full.

Fair Market Value means the value of the Ship determined on the basis of the most recent valuations obtained in accordance with clause 23 (*Minimum security value*).

FATCA means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or a regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

- (a) in relation to a “withholdable payment” described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a “passthru payment” described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Fee Letters means any letters entered into between (a) any Finance Parties and (b) any Obligors by reference to this Agreement in relation to any fees payable to any Finance Parties and **Fee Letter** means any one of them.

Final Repayment Date means, subject to clause 33.7 (*Business Days*), the earlier of:

- (a) the date falling 84 months after the Closing Date; and
- (b) 30 June 2026.

Finance Documents means this Agreement, any Fee Letter, any Quiet Enjoyment Agreement in relation to the Ship, the Security Documents, any Transfer Certificate and any other document designated as such by the Agent and the Borrower.

Finance Party means the Agent, the Security Agent, any Arranger or a Lender.

Financial Covenant means any of the undertakings relating to the financial condition of an Obligor contained in clause 5 (*Financial Covenants*) of the Guarantee given by GasLog or (upon or after Drop Down) clause 5 (*Financial Covenants*) of the Guarantee issued by GLOP.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any amount raised by acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;
- (i) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

First Repayment Date means the date falling three (3) months after the Utilisation Date.

Flag State means, in relation to the Ship, the country specified in Schedule 2 (*Ship information*), or another Approved Flag State (provided that the provisions of clause 20.1(b) (*Ship's name and registration*) are complied with) or such other state or territory as may be approved by all the Lenders (acting reasonably), at the request of the Borrower, as being the **Flag State** of the Ship for the purposes of the Finance Documents.

Fleet Vessel means the Ship and any other vessel directly or indirectly owned, wholly or partly, by any Group Member.

Funding Rate means any individual rate notified by the Lender to the Borrower pursuant to paragraph (a)(ii) of clause 10.3 (*Cost of funds*).

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements.

GasLog the company described as such in Schedule 1 (*The original parties*).

GasLog and GasLog Carriers Guarantee means the guarantee(s) in the agreed form given by GasLog and GasLog Carriers for the benefit of the Lenders.

GasLog Carriers the company described as such in Schedule 1 (*The original parties*).

GasLog Holdings means GasLog Partners Holdings LLC, a limited liability company incorporated in the Marshall Islands (with registration number 962930) having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

General Assignment means, in relation to the Ship in respect of which the mortgage is not an account current form, a first assignment of its interest in the Ship's Insurances, Earnings and Requisition Compensation by the Borrower in favour of the Security Agent and/or any of the other Finance Parties in the agreed form.

GLOP means GasLog Partners LP, a master limited partnership formed under the laws of the Marshall Islands (with registration number 950063) and listed with an Approved Exchange having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

GLOP and GasLog Holdings Guarantee means the guarantee(s) in the agreed form to be given by GLOP and GasLog Holdings for the benefit of the Lenders upon a Drop Down.

GP LLC means GasLog Partners GP LLC of Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

Group means at any time, the relevant Guarantors at that time and each of the applicable Guarantors' Subsidiaries for the time being save that:

- (a) for the purposes of clause 18.1 (*Financial Statements*) in relation to GasLog or clause 5 (*Financial Covenants*) of the GasLog and GasLog Carriers Guarantee, it means GasLog and any other entity required to be treated as a Subsidiary of GasLog in the relevant person's consolidated accounts in accordance with GAAP and/or any applicable law; and
- (b) for the purposes of clause 18.1 (*Financial Statements*) in relation to GLOP or clause 5 (*Financial Covenants*) of the GLOP and GasLog Holdings Guarantee, it means GLOP and any other entity required to be treated as a Subsidiary of GLOP in the relevant person's consolidated accounts in accordance with GAAP and/or any applicable law.

Group Member means any Obligor and any other entity which is part of the relevant Group.

Guarantees means:

- (a) prior to Drop Down, the GasLog and GasLog Carriers Guarantee; or
- (b) upon or after Drop Down, the GLOP and GasLog Holdings Guarantee,

and **Guarantee** means any of them.

Guarantors means:

- (a) prior to Drop Down, GasLog and GasLog Carriers; or
- (b) upon or after Drop Down, GLOP and GasLog Holdings,

and **Guarantor** means any of them.

Holding Company means, in relation to a company or corporation or other person, any other company or corporation or other person in respect of which it is a Subsidiary.

Impaired Agent means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of Defaulting Lender; or

(d) an Insolvency Event has occurred and is continuing with respect to the Agent,

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Payment Disruption Event; and

payment is made within three (3) Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

Increased Costs has the meaning given to it in clause 13.1(b) (*Increased costs*).

Indemnified Person means:

(a) each Finance Party, each Receiver, any Delegate and any other attorney, agent or other person appointed by them under the Finance Documents;

(b) each Affiliate of each Finance Party, each Receiver and each Delegate; and

(c) any officers, directors, employees, representatives or agents of each Finance Party, each Receiver and each Delegate.

Insolvency Event in relation to a Finance Party means that the Finance Party:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due (in each case as determined in accordance with the laws applicable to such Finance Party);

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

- (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;
- (g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or
- (k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

Insurance Notice means a notice of assignment in the form scheduled to the General Assignment or Deed of Covenant or in another approved form.

Insurances means, in relation to the Ship:

- (a) all policies and contracts of insurance; and
- (b) all entries in a protection and indemnity or war risks or other mutual insurance association,

in the name of the Borrower or the joint names of the Borrower and any other person in respect of or in connection with the Ship and/or the Borrower's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums).

Interbank Market means the London interbank market.

Interest Period means, in relation to the Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clause 8.3 (*Default interest*).

Interpolated Screen Rate means, in relation to LIBOR for an Interest Period with respect to the Loan or any part of it or any Unpaid Sum, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period of the Loan or the relevant Unpaid Sum; and

- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period of the Loan or the relevant Unpaid Sum,

each as of 11:00 a.m. on the relevant Quotation Day.

Last Availability Date means in relation to the Facility the earlier of:

- (a) the Delivery Date; and
- (b) 200 days after the Scheduled Delivery Date.

or such later date as may be approved by all the Lenders.

Legal Opinion means any legal opinion delivered to the Agent and the Security Agent under clause 4 (*Conditions of Utilisation*).

Legal Reservations means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 and Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in a Legal Opinion.

Lender means:

- (a) any Original Lender;
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a lender in accordance with clause 28 (*Changes to the Lenders*),

which in each case has not ceased to be a Lender in accordance with the terms of this Agreement, and **Lenders** mean all of them.

LIBOR means, in relation to the Loan or any part of it or any Unpaid Sum:

- (a) the applicable Screen Rate as of 11:00 a.m. on the relevant Quotation Day for the currency of the Loan for a period equal in length to the Interest Period for the Loan or relevant part of it or Unpaid Sum; or
- (b) as otherwise determined pursuant to clause 10.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, LIBOR shall be deemed to be zero.

Loan means the loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

Loss Payable Clauses means, in relation to the Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the Ship's General Assignment or (as the case may be) Deed of Covenant or in another approved form.

Losses means any costs, expenses (including, but not limited to, legal fees), payments, charges, losses, demands, liabilities, taxes (including VAT) claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Major Casualty means any casualty to a vessel for which the total insurance claim, inclusive of any deductible, exceeds or may exceed the Major Casualty Amount.

Major Casualty Amount means the amount specified as such in Schedule 2 (*Ship information*) or the equivalent in any other currency.

Majority Lenders means:

- (a) if the Loan is not then outstanding, the Lenders whose Commitments aggregate more than 66.66% of the Total Commitments; or
- (b) at any other time, the Lenders whose participations in the Loan aggregate more than 66.66% of the aggregate Loan,

provided that if there are two or more Lenders, such majority shall consist of at least two Lenders.

Management Agreement means any management agreement of the Ship approved pursuant to clause 20.3 (*Manager*).

Manager means the Commercial Manager or the Technical Manager and **Managers** means both of them.

Manager's Undertaking means an undertaking by any manager of the Ship to the Security Agent in the agreed form, including if required pursuant to clause 20.3 (*Manager*).

Margin means:

- (a) at any time while the Ship is not being operated by a Charterer pursuant to an Eligible Charter Agreement: 2.25 % per annum; and
- (b) at any other time: 2.15%.

Material Adverse Effect means a material adverse effect on:

- (a) the business, operations, assets, condition (financial or otherwise) results of operation or liabilities of the Borrower and/or the Guarantors and/or the Group; or
- (b) the ability of the Borrower and/or the Guarantors to perform their respective obligations under any of the Finance Documents; or
- (c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, this Agreement or any of the Finance Documents or any of the rights or remedies of any Finance Party under this Agreement or any of the Finance Documents.

Minimum Value means, at any time, the amount in dollars which is 120% of the Loan then outstanding.

Ministerial Decision means the joint decision (number 2214.5-7/3690/20-5-2019) of the competent ministers of the Hellenic Republic relating to the Ship, as the same may from time to time hereafter be supplemented and/or amended.

Mortgage means a first priority or (as the case may be) first preferred mortgage of the Ship in the agreed form by the Borrower in favour of the Security Agent and/or any of the other Finance Parties.

Mortgage Period means, in relation to the Ship, the period from the date the Mortgage is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

New Lender has the meaning given to that term in clause 28 (*Changes to the Lenders*).

Non-Acceptable Charterer means a charterer who (to the Borrower's knowledge) is subject to a final, non-appealable order or judgment of a court of competent jurisdiction being the outcome of proceedings regarding sanctions, anti-bribery, anti-corruption, securities or environmental laws violations, to the extent such order or judgment would reasonably be expected to have a material adverse effect on the standing and reputation of such charterer.

Obligors means together the Borrower and the relevant Guarantors from time to time (and **Obligor** means any one of them), together with any Additional Obligor (if any).

Original Financial Statements means:

- (a) the audited consolidated financial statements of GasLog for the financial year ended on 31 December 2018; and
- (b) the unaudited consolidated financial statements of GasLog Carriers for the financial year ended on 31 December 2018, assuming that such statements are delivered to the Agent prior to the Utilisation Date and, if not, the unaudited consolidated financial statements of GasLog Carriers for the financial year ended on 31 December 2017.

Original Security Documents means:

- (a) the Mortgage over the Ship;
- (b) the Deed of Covenant in relation to the Ship in respect of which the Mortgage is in account current form;
- (c) the General Assignment in relation to the Ship in respect of which the Mortgage is in preferred form;
- (d) the Charter Assignment in relation to the Ship's Charter Documents if applicable;
- (e) the Account Security in relation to each Account;
- (f) the Share Security in relation to the Borrower;
- (g) the GasLog and GasLog Carriers Guarantee; and
- (h) any Manager's Undertaking in relation to the Ship, including if required under clause 20.3 (*Manager*).

Parent means the ultimate Holding Company of the Borrower, being:

- (a) prior to Drop Down, GasLog; and
- (b) after Drop Down, GLOP.

Participating Member State means any member state of the European Union that has adopted the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

Party means a party to this Agreement.

Payment Disruption Event means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Permitted Maritime Liens means, in relation to the Ship:

- (a) unless a Default is continuing, any ship repairer's or outfitter's possessory lien in respect of the Ship for an amount not exceeding the Major Casualty Amount;
- (b) any lien on the Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading;
- (c) any lien on the Ship for salvage; and
- (d) liens for master's disbursements incurred in the ordinary course of business and any other lien arising by operation of law in the ordinary course of the business, repair or maintenance of the Ship,

each securing obligations not more than 30 days overdue.

Permitted Security Interests means, in relation to the Ship, any Security Interest over it which is:

- (a) granted by the Finance Documents; or
- (b) a Permitted Maritime Lien; or
- (c) created in favour of a claimant or defendant in any proceedings or arbitration as security for costs and expenses while the Borrower is actively pursuing a claim or defending such proceedings or arbitration in good faith; or

-
- (d) a Security Interest arising by operation of law in respect of taxes which are not overdue for payment or in respect of taxes being contested in good faith by appropriate steps; or
 - (e) approved by the Majority Lenders,

PROVIDED that in the case of (c) and (d) above the relevant liens (or any claim relating thereto) are, in the reasonable opinion of the Agent (acting on the instructions of the Majority Lenders), covered by insurance or, as the case may be, appropriate reserves have been made.

Prohibited Person has the meaning give to such term in clause 19.12(f) (*Sanctions*).

Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

Quiet Enjoyment Agreement means, in relation to the Ship, a letter by the Security Agent addressed to, and acknowledged by, the Borrower and Charterer of the Ship in the agreed form (including being subject to compliance with Sanctions laws), if such letter is required pursuant to a charter party.

Quotation Day means, in relation to any period for which an interest rate is to be determined, two days on which banks are open for general business in London and Amsterdam (other than Saturday and Sunday) before the first day of that period unless market practice differs in the Interbank Market for a currency, in which case the Quotation Day for that currency shall be determined by the Agent in accordance with market practice in the Interbank Market (and if quotations would normally be given by leading banks in the Interbank Market on more than one day, the Quotation Day will be the last of those days).

Receiver means a receiver or a receiver and manager or an administrative receiver appointed in relation to the whole or any part of any Charged Property under any relevant Security Document.

Reformed Basel III means the measures set out in the document entitled “Basel III: Finalising post-crisis reforms” published by the Basel Committee on Banking Supervision in December 2017, as amended, supplemented or restated.

Registry means, in relation to the Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the Borrower’s title to the Ship and the relevant Mortgage under the laws of its Flag State.

Relevant Jurisdiction means, in relation to an Obligor:

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any Charged Property owned by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Repayment Date means:

- (a) the First Repayment Date;

- (a) each of the dates falling three monthly intervals thereafter up to but not including the Final Repayment Date; and
- (b) the Final Repayment Date.

Repeating Representations means each of the representations and warranties set out in clauses 17.1 (*Status*) to 17.10 (*Ranking and effectiveness of security*), 17.16 (*No breach of laws*), 17.19 (*Anti-corruption law*), 17.20 (*Security and Financial Indebtedness*), 17.21 (*Ownership of assets*), 17.22 (*Shares*), 17.24 (*No adverse consequences*), 17.25 (*Copies of documents*), 17.27 (*No immunity*) and 17.31(a) and (b) (*Money Laundering*).

Requisition Compensation means any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of the Ship.

Reverse Drop Down means, if the Borrower is owned by GasLog Holdings or GLOP directly or indirectly, a transfer of shares in the Borrower in accordance with the provisions of clause 19.6 (*Drop Down; Reverse Drop Down*).

Sanctions has the meaning given to it in clause 19.12 (*Sanctions*).

Sanctions Authority has the meaning given to it in clause 19.12 (*Sanctions*).

Scheduled Delivery Date means the date described as such in Schedule 2 (*Ship Information*).

Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars and the relevant period displayed (before any correction, recalculation or republication by the administrator) on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent (acting on the instructions of the Majority Lenders) may specify another page or service displaying the relevant rate after consultation with the Borrower.

Security Agent includes any person as may be appointed as security agent and trustee for the other Finance Parties under this Agreement and the other Finance Documents.

Security Documents means:

- (a) the Original Security Documents; and
- (b) any other document as may be executed to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document.

Security Interest means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Value means, at any time, the amount in dollars which, at that time, is the aggregate of (a) the value of the Ship to the extent it has not then become a Total Loss (or, if less, the maximum amount capable of being secured by the Mortgages over the Ship) and (b) the value of any additional security then held by the Security Agent or any other Finance Party provided under clause 23 (*Minimum security value*), in each case as most recently determined in accordance with this Agreement (including under clause 23.4 (*Valuations procedure*)).

Semi-Annual Financial Statements has the meaning given to it in clause 18.1 (*Financial statements*).

Share Security means, in relation to the Borrower, the document constituting a first Security Interest by its Holding Company in favour of the Security Agent and/or any of the other Finance Parties in the agreed form in respect of all of the shares in the Borrower.

Ship means the ship described in Schedule 2 (*Ship information*).

Ship Representations means each of the representations and warranties set out in clauses 17.28 (*Ship status*) and 17.29 (*Ship's employment*).

Spill means any spill, release or discharge of a Pollutant into the environment.

Subsidiary of a person means any other person:

- (a) directly or indirectly controlled by such person; or
- (b) of whose dividends or distributions on ordinary voting share capital such person is entitled to receive more than 50%.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and **Taxation** shall be construed accordingly.

Technical Manager means (a) GasLog LNG Services Ltd. of Clarendon House, 2 Church Street, Hamilton HM11, Bermuda, (b) another manager which is a wholly owned subsidiary of GasLog or (c) another manager appointed as the technical manager of the Ship by the Borrower in accordance with clause 20.3 (*Manager*).

Total Commitments means the aggregate of the Commitments, being \$130,000,000 as at the date of this Agreement.

Total Loss means, in relation to the Ship, its:

- (a) actual, constructive, compromised, agreed or arranged total loss; or
- (b) requisition for title, confiscation or other compulsory acquisition by a government entity; or
- (c) condemnation, capture, seizure, arrest or detention for more than 30 days; or
- (d) hijacking, piracy or theft for more than 60 days.

Total Loss Date means, in relation to the Total Loss of the Ship:

- (a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;
- (b) in the case of a constructive, compromised, agreed or arranged total loss, the earliest of:
 - (i) the date notice of abandonment of the vessel is given to its insurers; or
 - (ii) if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened; or

- (iii) the date upon which a binding agreement as to such compromised or arranged total loss has been entered into by the vessel's insurers;
- (c) in the case of a requisition for title, confiscation or compulsory acquisition, the date it happened;
- (d) in the case of condemnation, capture, seizure, arrest or detention, the date 30 days after the date upon which it happened; and
- (e) in the case of hijacking, piracy or theft, the date 60 days after the date upon which it happened.

Total Loss Repayment Date means, where the Ship has become a Total Loss, the earlier of:

- (a) the date falling 180 days after its Total Loss Date; and
- (b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower or, at any time after the occurrence of an Event of Default, required by the Agent.

Transfer Date means, in relation to an assignment pursuant to a Transfer Certificate, the later of:

- (a) the proposed Transfer Date specified in the Transfer Certificate; and
- (b) the date on which the Agent executes the Transfer Certificate.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

Trust Property means, collectively:

- (a) all moneys duly received by the Security Agent under or in respect of the Finance Documents;
- (b) any portion of the balance on any Account held by or charged to the Security Agent at any time;
- (c) the Security Interests, guarantees, security, powers and rights given to the Security Agent under and pursuant to the Finance Documents including, without limitation, the covenants given to the Security Agent in respect of all obligations of any Obligor and any Manager;
- (d) all assets paid or transferred to or vested in the Security Agent or its agent or received or recovered by the Security Agent or its agent in connection with any of the Finance Documents whether from any Obligor, any Manager or any other person; and
- (e) all or any part of any rights, benefits, interests and other assets at any time representing or deriving from any of the above, including all income and other sums at any time received or receivable by the Security Agent or its agent in respect of the same (or any part thereof).

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

US means the United States of America.

US Tax Obligor means:

- (a) the Borrower if it is resident for tax purposes in the US; or
- (b) an Obligor some or all of whose payments under the Finance Documents are from sources within the US for US federal income tax purposes.

Utilisation means the making of the Loan under the Facility.

Utilisation Date means the date on which the Utilisation is made.

Utilisation Request means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

VAT means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in any of the Finance Documents to:
 - (i) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;
 - (ii) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;
 - (iii) words importing the plural shall include the singular and vice versa;
 - (iv) a time of day is to London time;
 - (v) any person includes its successors in title, permitted assignees or transferees;
 - (vi) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the director and officers of such Obligor, having made due and careful enquiry;
 - (vii) two or more persons are **acting in concert** if pursuant to an agreement or understanding (whether formal or informal) they actively co-operate, through the acquisition (directly or indirectly) of shares, partnership interest or units or limited liability company interests in an entity by any of them, either directly or indirectly, to obtain or consolidate control of that entity;

- (viii) a document in **agreed form** means:
- (A) where a Finance Document has already been executed by all of the relevant parties to it, such Finance Document in its executed form; and
 - (B) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent (acting on the instructions of all the Lenders) and the Borrower, whether before or after the date of this Agreement, as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower or, if not so agreed or approved, in the form reasonably required by the Agent;
- (ix) **approved by the Majority Lenders** or **approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be, all of the Lenders (on such conditions as they may respectively impose) and otherwise **approved** means approved in writing by the Agent acting on the instructions of the Majority Lenders (on such conditions as the Agent (acting on the instructions of the Majority Lenders) may impose) and **approval** and **approve** shall be construed accordingly;
- (x) **assets** includes present and future properties, revenues and rights of every description;
- (xi) an **authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration;
- (xii) **charter commitment** means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract;
- (xiii) **control** of an entity means:
- (A) the power (whether by way of ownership of shares, partnership interest or units or limited liability company interest or by proxy, contract, agency or otherwise, directly or indirectly) to:
 - (1) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting (or equivalent) of that entity; or
 - (2) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or
 - (3) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or
 - (B) the holding beneficially of more than 50% of the issued share capital, partnership interest or units or limited liability company interest of that entity, as the case may be, (excluding any part of that issued share capital, partnership interest or units or limited liability company interest that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, a Security Interest over share capital, partnership interest or units or limited liability company interest shall be disregarded in determining the beneficial ownership of such share capital, partnership interest or units or limited liability company interest);

and **controlled** shall be construed accordingly;

- (xiv) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;
- (xv) **dollar, \$ and USD** mean the lawful currency of the United States of America;
- (xvi) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the London foreign exchange market at or about 11:00 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);
- (xvii) a **government entity** means any government, state or agency of a state;
- (xviii) a **group of Lenders** includes all the Lenders;
- (xix) a **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (xx) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (xxi) **month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:
 - (A) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that month (if there is one) or on the immediately preceding Business Day (if there is not); and
 - (B) if there is no numerically corresponding day in that month, that period shall end on the last Business Day in that month,and the above rules in paragraphs (A) to (B) will only apply to the last month of any period;
- (xxii) an **obligation** means any duty, obligation or liability of any kind;
- (xxiii) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);
- (xxiv) **pay, prepay or repay** in clause 26 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;

- (xxv) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- (xxvi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and includes (without limitation) any Basel II Regulation or Basel III Regulation;
- (xxvii) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;
- (xxviii) **trustee, fiduciary** and **fiduciary duty** has in each case the meaning given to such term under applicable law;
- (xxix) (i) the **liquidation, winding up, dissolution, or administration** of person or (ii) a **receiver** or **administrative receiver** or **administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;
- (xxx) a **wholly-owned subsidiary** has the meaning given to that term in section 1159 of the Companies Act 2006; and
- (xxxi) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The determination of the extent to which a rate is **for a period equal in length** to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
- (c) Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.
- (d) Section, clause and Schedule headings are for ease of reference only.
- (e) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (f) A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been waived or remedied to the satisfaction of the Agent (acting on the instructions of all the Lenders).
- (g) Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of the relevant Finance Document.
- (b) Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it.
- (c) An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.

1.4 Finance Documents

Where any other Finance Document provides that this clause 1.4 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

1.5 Conflict of documents

The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

2 The Facility

2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrower a term loan facility in an aggregate amount equal to the Total Commitments.

2.2 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt.
- (c) A Finance Party may, except as otherwise stated in the Finance Documents (including clauses 30.30 (*All enforcement action through the Security Agent*) and 31.2 (*Finance Parties acting together*)), separately enforce its rights under the Finance Documents.

3 Purpose

3.1 Purpose

The Borrower shall apply all amounts borrowed under the Facility in accordance with and subject to clause 3.2 (*Use*).

3.2 Use

The Facility shall be made available to the Borrower for application by the Borrower towards (a) the post-delivery financing of the Ship and (b) its general corporate and working capital purposes.

3.3 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

4.1 Initial conditions precedent

The Borrower may not execute this Agreement unless the Agent, or its duly authorised representative, has received all of the documents and the evidence listed in Part 1 of Schedule 3 (*Conditions precedent to executing this Agreement*) in form and substance satisfactory to the Agent.

4.2 Conditions precedent on delivery of Utilisation Request

The Borrowers may not deliver the Utilisation Request unless the Agent, or its duly authorised representative, has received all of the documents and other evidence listed in Part 2 of Schedule 3 (*Conditions precedent to Utilisation*) in form and substance satisfactory to the Agent.

4.3 Conditions precedent on Delivery

The Commitment shall only become available for borrowing under this Agreement if the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 3 of Schedule 3 (*Conditions precedent on Delivery*) in form and substance satisfactory to the Agent.

4.4 Notice to Lenders

The Agent shall notify the Borrower and the Lenders promptly upon receiving and being satisfied with all of the documents and evidence delivered to it under this clause 4. Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives any such notification, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.5 Waiver of conditions precedent

The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of the Majority Lenders.

5 Utilisation

5.1 Delivery of Utilisation Request

The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than 11:00 a.m. three (3) Business Days before the proposed Utilisation Date.

5.2 Completion of Utilisation Request

- (a) The Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day falling not later than the Last Availability Date;
 - (ii) the currency and amount of the Utilisation comply with this clause 5.2 and with clause 5.3 (*Currency and amount*);
 - (iii) the proposed Interest Period complies with clause 9 (*Interest Periods*); and
 - (iv) it identifies the purpose for the Utilisation and that purpose complies with clause 3 (*Purpose*).
- (b) The Commitments may only be borrowed in a single amount in a single Utilisation.

5.3 Currency and amount

- (a) The currency specified in the Utilisation Request must be dollars.
- (b) The amount of a proposed Utilisation shall not exceed the lower of
 - (i) the Total Commitments;

- (ii) the amount in dollars which is equal to 70% of the Contract Price; and;
- (iii) the amount in dollars which is equal to 70% of the Fair Market Value of the Ship determined on the basis of the valuations provided pursuant to paragraph 9 of Part 3 of Schedule 3 (*Conditions precedent*).

5.4 Pre-placement of Loan

- (a) Notwithstanding that the Borrower may not have yet satisfied all of the conditions precedent set out in Schedule 3 (*Conditions precedent*), in order to facilitate compliance by the Borrower with the Building Contract, and provided that:
 - (i) the Borrower has submitted a Utilisation Request in respect of the Loan in accordance with this clause 5;
 - (ii) the Borrower has satisfied the conditions precedent set out in Part 1, Part 2 and paragraphs 1, 5, 7, 12 and 13(a) of Part 3 of Schedule 3 (*Conditions precedent*); and
 - (iii) in the reasonable opinion of the Agent (acting on the instructions of the Majority Lenders) the Borrower is reasonably likely to satisfy all remaining and outstanding conditions precedent set out in Schedule 3 (*Conditions precedent*) within three (3) Business Days from the Utilisation Date and in any event on or before the Release (as defined below in clause 5.4(b)),

the Lenders (following a decision made by the Majority Lenders, all acting reasonably) may, subject to the other terms and conditions of this clause 5.4 and the other provisions

of this Agreement, make the Loan available on the date specified in the Utilisation Request, being the date on which the final instalment of the Contract Price is required to be deposited in accordance with the Building Contract with a bank required by the Builder pursuant to the Building Contract and at all times acceptable to the Majority Lenders (acting reasonably) (the **Builder's Bank**).

- (b) The Loan utilised pursuant to this clause 5.4 (or such part as shall be required to ensure that all payments required under the Building Contract are made) shall (subject to the other provisions of this Agreement) be remitted by the Agent to the Builder's Bank as a cash deposit in the Agent's name with the Builder's Bank with its correspondent bank in New York, on condition that it will be held by the Builder's Bank to the order of the Agent for release by the Agent to the Builder (the **Release**) and only subject to such irrevocable instructions addressed from the Agent to the Builder's Bank as are acceptable to the Agent (**Irrevocable Instructions**).
- (c) The Irrevocable Instructions shall in any event provide (inter alia) that the Loan shall be returned to the Agent within seven (7) Business Days if not released to the Builder or its order. The Finance Parties and the Obligors hereby agree that the Loan shall not be released to the Builder or to its order, and the Agent (and the authorised representatives of the Agent specified in the Irrevocable Instructions) shall not release or agree to release (whether by countersigning the "Protocol of Delivery and Acceptance" in respect of the Ship or otherwise) to the Builder or its order, unless and until:
 - (i) the "Protocol of Delivery and Acceptance" in respect of the Ship has been signed by the Builder and the Borrower; and
 - (ii) the Agent is satisfied that all the conditions precedent set out in Part 3 of Schedule 3 (*Conditions precedent on Delivery*), have been (or will be concurrently with the Release) satisfied in full or otherwise waived in accordance with the provisions of this Agreement.
- (d) The Borrower hereby irrevocably and unconditionally undertakes that it shall not give any instructions to the Builder's Bank in respect of the Loan that are inconsistent with any Irrevocable Instructions in respect of the Loan.
- (e) The Borrower shall immediately prepay the Loan, together with interest thereon (calculated in accordance with clause 8.1 (*Calculation of interest*)), on the date on which the Builder's Bank is required to return the moneys funded by the Loan to the Agent in accordance with the Irrevocable Instructions (and regardless of whether the Builder's Bank has then carried out such instructions), provided that any moneys (including interest, if any) actually returned to the Agent from the Builder's Bank shall be applied by the Agent in satisfaction of such prepayment obligation of the Borrower and in payment of any amounts payable by the Borrower under clause 7.9 (*Restrictions*) as a result of such prepayment.
- (f) In case of application of this clause 5.4 in respect of the Loan, the Loan shall accrue interest in accordance with the terms of clause 8.1 (*Calculation of interest*) from the Utilisation Date.
- (g) Any amount prepaid under clause 5.4(e) shall be, subject to the other terms of this Agreement, available to be redrawn by the Borrower where Delivery has been delayed, in again assisting the Borrower to satisfy its obligations under the Building Contract.

5.5 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in the Loan available by the Utilisation Date through its Facility Office.

- (b) The amount of each Lender's participation in the Loan will be equal to the proportion borne by its Commitment to the Total Commitments immediately prior to making the Loan.
- (c) The Agent shall promptly notify each Lender of the amount of the Loan and the amount of its participation in the Loan.
- (d) The Agent shall pay all amounts received by it in respect of the Loan (and its own participation in it, if any) to the Builder in accordance with the instructions contained in the Utilisation Request.

6 Repayment

6.1 Repayment of Facility

The Borrower shall on each Repayment Date repay such part of the Loan as is required to be repaid on that Repayment Date by clause 6.2 (*Scheduled Repayment of Facility*).

6.2 Scheduled repayment of Facility

- (a) To the extent not previously reduced or prepaid, the Loan shall be repaid by instalments on each Repayment Date in the amounts as specified in the repayment schedule set out in Schedule 6 (*Repayment Schedule*).
- (b) On the Final Repayment Date (without prejudice to any other provision of this Agreement), the Loan shall, to the extent not previously reduced be repaid in full together with all outstanding amounts under this Agreement and all other Finance Documents.

7 Illegality, prepayment and cancellation

7.1 Illegality

If it becomes unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by this Agreement or any of the other Finance Documents, or for any Lender to fund or maintain its participation in the Loan or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrower, the Commitments of that Lender will be immediately cancelled and the Total Commitments shall be reduced accordingly and the remaining Commitments shall be reduced rateably; and
- (c) the Borrower shall repay that Lender's participation in the Loan on the last day of the Interest Period occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

7.2 Change of Control; delisting

- (a) If there is a Change of Control, the Borrower shall promptly notify the Agent upon any Obligor becoming aware of a Change of Control occurring.
- (b) Upon becoming notified by any Party of a Change of Control, the Agent shall, if instructed by the Majority Lenders, by notice to the Borrower, cancel the Total Commitments immediately and declare the Loan to be payable within ten (10) Business Days from the

date of such notice. Upon such notice being given, the Total Commitments shall be forthwith cancelled and the Borrower shall, within such ten (10) Business Day period, prepay the Loan in full together with all other amounts owing under this Agreement or any of the other Finance Documents.

- (c) If GasLog ceases to be listed on an Approved Exchange for any reason, without the prior consent of the Majority Lenders, other than as a result of a voluntary decision to delist taken by GasLog the Borrower shall notify the Agent of the same upon its occurrence, and the Agent, upon being notified shall, if instructed by the Majority Lenders, cancel the Total Commitments immediately and declare the Loan to be payable within ten (10) Business Days from the date of such notice. Upon such notice being given, the Total Commitments shall be immediately cancelled and the Borrower shall, within such ten (10) Business Day period, prepay the Loan in full together with all other amounts owing under this Agreement or any of the other Finance Documents.

7.3 Voluntary cancellation

The Borrower may, if they give the Agent not less than five (5) Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of \$5,000,000 and a multiple of \$1,000,000) of the Facility which is undrawn at the proposed date of cancellation, such cancellation being applied to reduce the relevant Commitments of the Lenders on a pro rata basis.

7.4 Voluntary prepayment

The Borrower may, if they give the Agent not less than five (5) Business Days (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of the Loan (but if in part, being a minimum amount of \$5,000,000 and a multiple of \$1,000,000), on the last day of an Interest Period in respect of the amount to be prepaid (or any other date subject to payment of any Break Costs).

7.5 Right of replacement or cancellation and prepayment in relation to a single Lender/Right of cancellation in relation to a Defaulting Lender

- (a) If:
 - (i) any sum payable to any Lender by an Obligor is required to be increased under clause 12.2 (*Tax gross-up*); or
 - (ii) any Lender claims indemnification from the Borrower under clause 12.3 (*Tax indemnity*) or clause 13.1 (*Increased Costs*),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitments of that Lender and their intention to procure the repayment of that Lender's participation in the Loan or give the Agent notice of their intention to replace that Lender in accordance with clause 7.5(d).

- (b) On receipt of a notice referred to in clause 7.5(a) above, the Commitments of that Lender shall immediately be reduced to zero and (unless the Commitments of the relevant Lender are replaced in accordance with clause 7.5(d)) the Total Commitments shall be reduced accordingly. The Agent shall as soon as practicable after receipt of a notice referred to in clause 7.5(a) above, notify all the Lenders.
- (c) On the last day of each Interest Period which ends after the Borrower have given notice under clause 7.5(a) above in relation to a Lender (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in the Loan.

- (d) The Borrower may, in the circumstances set out in clause 7.5(a), on 15 Business Days' prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to assign (and, to the extent permitted by law, that Lender shall assign) pursuant to clause 28 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower which confirms its willingness to assume and does assume all the obligations of the assigning Lender in accordance with clause 28 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the assignment equal to the aggregate of:
- (i) the outstanding principal amount of such Lender's participation in the Loan;
 - (ii) all accrued interest owing to such Lender to the extent that the Agent has not given a notification under clause 28.8 (*Pro rata interest settlement*);
 - (iii) the Break Costs which would have been payable to such Lender pursuant to clause 10.5 (*Break Costs*) had the Borrower prepaid in full that Lender's participation in the Loan on the date of the assignment; and
 - (iv) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.
- (e) The replacement of a Lender pursuant to clause 7.5(d) shall be subject to the following conditions:
- (i) the Borrower shall have no right to replace the Agent;
 - (ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
 - (iii) in no event shall the Lender replaced under clause 7.5(d) be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
 - (iv) the Lender shall only be obliged to assign its rights pursuant to clause 7.5(d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that assignment.
- (f) A Lender shall perform the checks described in clause 7.5(e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.5(d) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.
- (g) If any Lender becomes a Defaulting Lender, the Borrower may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent five (5) Business Days' notice of cancellation of the undrawn Commitments of that Lender.
- (h) On the notice referred to in clause 7.5(g) above becoming effective, the undrawn Commitments of the Defaulting Lender shall immediately be reduced to zero and (unless the Commitments of the relevant Lender are replaced in accordance with 39.5 (*Replacement of a Defaulting Lender*)) the remaining undrawn Ship Commitments shall each be reduced rateably and the Total Commitments shall be reduced accordingly, and the Agent shall as soon as practicable after receipt of such notice, notify all the Lenders.

7.6 Sale or Total Loss

On the Disposal Repayment Date or upon the cancellation in full of the Commitments pursuant to clause 7.3 (*Voluntary cancellation*):

- (a) the Borrower shall prepay the Loan in full; and
- (b) any outstanding Commitments shall be reduced to zero.

7.7 Mandatory pre-delivery cancellation

If prior to Delivery:

- (a) the Building Contract is for any reason and by any method cancelled, terminated or rescinded; or
- (b) a competent court or arbitration panel decides that the Building Contract has been validly cancelled, terminated or rescinded; or
- (c) (if applicable) any Building Contract Document other than the Building Contract is repudiated, cancelled, rescinded or otherwise terminated or is not or ceases to be legal, valid, binding and enforceable obligations of a guarantor or it is or becomes unlawful for any guarantor to perform its obligations under it,

then, the Agent may, and shall if so directed by the Lenders, by notice to the Borrowers with effect from the date five (5) Business Days after the giving of such notice (or such later date as may be approved in advance by the Majority Lenders) cancel the Commitments.

7.8 Automatic cancellation

Any part of the Total Commitments relating to the Facility which has not become available by, or which is undrawn on, the Last Availability Date shall be automatically cancelled at close of business in London on the Last Availability Date.

7.9 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment and, in the case of a cancellation or prepayment under clause 7.3 (*Voluntary cancellation*) or clause 7.4 (*Voluntary prepayment*), the Loan or Commitment to be cancelled or prepaid (as the case may be).
- (b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
- (c) The Borrower may not reborrow any part of the Facility which is repaid or prepaid.
- (d) The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (f) If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.

- (g) If the Total Commitments are partially reduced under this Agreement (other than under clause 7.1 (*Illegality*) and clause 7.5 (*Right of replacement or cancellation and prepayment in relation to a single Lender/Right of cancellation in relation to a Defaulting Lender*)), the Commitments of all the Lenders under the Facility shall be reduced pro rata (except where otherwise expressly specified in this Agreement).
- (h) In all cases where the Total Commitments are partially reduced under this Agreement (other than in relation to a cancellation of all of the Commitment under clause 7.6 (*Sale or Total Loss*) or where the Borrower has so selected under clause 7.3 (*Voluntary cancellation*) or clause 7.4 (*Voluntary prepayment*), or except where otherwise expressly specified in this Agreement), the remaining Commitments shall be reduced pro rata.
- (i) If the Loan is partially prepaid under this Agreement (other than under clause 7.1 (*Illegality*) and clause 7.5 (*Right of replacement or cancellation and prepayment in relation to a single Lender / right of cancellation in relation to a Defaulting Lender*)), the amount prepaid shall reduce the participation of all the Lenders in the Loan rateably (except where otherwise expressly specified in this Agreement).
- (j) Any prepayment of the Loan for the account of all the Lenders shall be applied pro rata to each Lender's participation in the Loan (other than a prepayment under clause 7.6 (*Sale or Total Loss*) or where the Borrower has so selected under clause 7.4 (*Voluntary prepayment*)).
- (k) If at any time the Borrower prepays the Loan in full and/or the Total Commitments are reduced to zero and, in either case, the Borrower has paid all amounts payable and owing under this Agreement and the other Finance Documents at the time of such prepayment or reduction, the Lenders shall consent to the discharge of all Security Interests created or intended to be created pursuant to the Security Documents and to the release of the Borrower under the Finance Documents and the relevant Guarantors under the applicable Guarantees pursuant to deeds of release in agreed form executed at the request, cost and expense of the Borrower.

7.10 Mandatory prepayment and cancellation following non-compliance with Sanctions

If the Borrower or any Obligor is at any time not in compliance with the provisions of clause 19.12 (*Sanctions*) or at any time when a representation made or repeated under clause 17.32 (*Sanctions*) is not true, correct or accurate, then, without prejudice to any other rights of the Finance Parties under this Agreement and the other Finance Documents:

- (a) the Commitment of each Lender will be immediately cancelled; and
- (b) the Borrower shall repay each Lender's participation in the Loan on the earlier of (i) the date falling ten (10) Business Days after the Agent notifies the Borrower of such non-compliance and (ii) the date falling ten (10) Business Days after the Borrower becomes aware of such non-compliance and (iii) the last day of the Interest Period falling after the said non-compliance has occurred.

8 Interest

8.1 Calculation of interest

The rate of interest on the Loan for its Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin; and

- (b) LIBOR.

8.2 Payment of interest

The Borrower shall pay accrued interest on the Loan on the last day of each Interest Period for the Loan (and, if an Interest Period is longer than three months, on the dates falling at three monthly intervals after the first day of that Interest Period).

8.3 Default interest

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.3(b) below, is 2 per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Obligors on demand by the Agent.
- (b) If any overdue amount consists of all or part of the Loan which became due on a day which was not the last day of an Interest Period or the relevant part of it:
 - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period; and
 - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be 2 per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

8.4 Notification of rates of interest

The Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest under this Agreement.

9 Interest Periods

9.1 Interest Periods

- (a) The relevant Interest Period for the Loan will be three months or any other period as agreed between the Borrower and the Lenders.
- (b) The first Interest Period for the Loan shall start on the Utilisation Date and each subsequent Interest Period shall start on the last day of its preceding Interest Period.
- (c) No Interest Period shall extend beyond the Final Repayment Date.

9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10 Changes to the calculation of interest

10.1 Unavailability of Screen Rate

- (a) If no Screen Rate is available for LIBOR for an Interest Period, LIBOR shall be the Interpolated Screen Rate for a period equal in length to that Interest Period.
- (b) If no Screen Rate is available for LIBOR for:
 - (i) dollars; or
 - (ii) the relevant Interest Period and it is not possible to calculate the Interpolated Screen Rate,
 - (iii) there shall be no LIBOR for that Interest Period and clause 10.3 (*Cost of funds*) shall apply for that Interest Period.

10.2 Market disruption

If before close of business in London on the Quotation Day for an Interest Period the Agent receives notifications from a Lender or Lenders (whose aggregate participations in the Loan exceed 50 per cent of the Loan) that the cost to it of funding its participation in the Loan or relevant part of it from whatever source it may reasonably select would be in excess of LIBOR then clause 10.3 (*Cost of funds*) shall apply to the Loan or relevant part of it for the relevant Interest Period.

10.3 Cost of funds

- (a) If this clause 10.3 applies, the rate of interest on each Lender's share of the Loan or relevant part of it for the Interest Period shall be the percentage rate per annum which is the sum of:
 - (i) the applicable Margin; and
 - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by close of business on the date falling ten (10) Business Days after the Quotation Day (or, if earlier, on the date falling ten Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in the Loan or relevant part of it from whatever source it may reasonably select.
- (b) If this clause 10.3 applies and the Agent or the Parent so requires, the Agent and the Parent shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest. If a substitute basis for determining the rate of interest is not agreed, paragraph (a) shall apply.
- (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Parent, be binding on all Parties.
- (d) If this clause 10.3 applies pursuant to clause 10.2 (*Market disruption*) and:
 - (i) a Lender's Funding Rate is less than LIBOR; or
 - (ii) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,

the cost to that Lender of funding its participation in the Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR.

10.4 Notification to Parent

If clause 10.3 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Parent.

10.5 Break Costs

- (a) The Borrower shall, within three (3) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of the Loan or Unpaid Sum being paid by the Borrower (or, if relevant, any Group Member) on a day other than the last day of an Interest Period for the Loan or Unpaid Sum or relevant part of it.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11 Fees

11.1 Commitment fee

- (a) The Borrower shall pay to the Agent (on behalf of the Lenders) a fee in dollars computed at the rate of 40 per cent. of the Margin applicable at the relevant time on the undrawn and uncanceled portion of that Lender's Commitments under the Facility, calculated on a daily basis from the Closing Date.
- (b) The Borrower shall pay the accrued commitment fee referred to in paragraph (a) above in respect of the Facility quarterly in arrears from the Closing Date and, on the Last Availability Date in respect of the Facility and, if cancelled, on the cancelled amount of the relevant Lender's Commitments under the Facility at the time the cancellation is effective.
- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any undrawn Commitments of that Lender for any day on which that Lender is a Defaulting Lender.

11.2 Other fees

The Borrower shall pay any other fees set out in a Fee Letter in the amount and at the times agreed in the applicable Fee Letter.

12 Tax gross-up and indemnities

12.1 Definitions

- (a) **In this Agreement:**

Protected Party means a Finance Party or, in relation to clause 14.4 (*Indemnity concerning security*) and clause 14.7 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clause 14.4 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

Tax Payment means either the increase in a payment made by an Obligor to a Finance Party under clause 12.2 (*Tax gross-up*), a payment under clause 12.3 (*Tax indemnity*).

- (b) Unless a contrary indication appears, in this clause 12 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

- (a) Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrower shall, promptly upon any of them becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Tax indemnity

- (a) Each Obligor shall (within three (3) Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Clause 12.3(a) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the overall net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

- (ii) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.2 (*Tax gross-up*), clause 12.7 (*Stamp taxes*) or clause 12.8 (*Value added tax*);
 - (iii) to the extent a loss, liability or cost is compensated for by a payment under clause 12.4 (*Indemnities on after Tax basis*); or
 - (iv) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a Party.
- (c) A Protected Party making, or intending to make a claim under clause 12.3(a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower and the Guarantors.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this clause 12.3, notify the Agent.

12.4 Indemnities on after Tax basis

- (a) If and to the extent that any sum payable to any Protected Party by the Borrower under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.
- (b) If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrower to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.

12.5 FATCA Information

- (a) Subject to clause 12.5(c) below, each Party shall, within ten Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

- (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to clause 12.5(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Clause 12.5(a) above shall not oblige any Finance Party to do anything, and clause 12.5(a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.5(a)(i) or clause 12.5(a)(ii) above (including, for the avoidance of doubt, where clause 12.5(c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
- (e) If the Borrower is a US Tax Obligor, or the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within ten Business Days of:
 - (i) where the Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;
 - (ii) where the Borrower is a US Tax Obligor on a Transfer Date and the relevant Lender is a New Lender, the relevant Transfer Date; or
 - (iii) the date a new US Tax Obligor accedes as the Borrower; or
 - (iv) where the Borrower is not a US Tax Obligor, the date of a request from the Agent,supply to the Agent:
 - (A) a withholding certificate on Form W-8 or Form W-9 or any other relevant form; or
 - (B) any withholding statement and other documentation, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.
- (f) The Agent shall provide any withholding certificate, withholding statement, documentation, authorisation or waiver it receives from a Lender pursuant to this paragraph (e) to the Borrower.
- (g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes

materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the Borrower.

- (h) The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraphs (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f) or (g) above.

12.6 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required by FATCA to make, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

12.7 Stamp taxes

The Borrower shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document provided that this clause 12.7 shall not apply in respect of any such stamp duty or Tax which is payable in respect of an assignment or transfer by a Finance Party of any of its rights and/or obligations under any Finance Document, except as such assignment or transfer is required by the terms of the Finance Documents, in terms of which this clause 12.7 shall apply in any event.

12.8 Value added tax

- (a) All amounts set out, or expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to clause 12.8(b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, that party shall pay to the Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT (and such Finance Party shall promptly provide an appropriate VAT invoice to such party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (a) applies) promptly pay to the Subject

Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

- (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment of in respect of such VAT from the relevant tax authority.
- (d) Any reference in this clause 12.8 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term “representative member” to have the same meaning as in the Value Added Tax Act 1994).
- (e) In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party’s VAT registration and such other information as is reasonably requested in connection with such Finance Party’s VAT reporting requirements in relation to such supply.

12.9 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained and utilised that Tax Credit in whole or in part,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

13 Increased Costs

13.1 Increased Costs

- (a) Subject to clause 13.3 (*Exceptions*), the Borrower shall, within three (3) Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:
 - (i) arises as a result of (A) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (B) compliance with any law or regulation made after the date of this Agreement; and/or

- (ii) is a Basel III Increased Cost and is generally ascribed to borrowers as a matter of market practice.
- (b) In this Agreement **Increased Costs** means:
 - (i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
 - (ii) an additional or increased cost; or
 - (iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitments or funding or performing its obligations under any Finance Document.

13.2 Increased Cost claims

- (a) A Finance Party intending to make a claim pursuant to clause 13.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount and basis of calculation of its Increased Costs.

13.3 Exceptions

- (a) Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:
 - (i) attributable to a Tax Deduction required by law to be made by an Obligor;
 - (ii) compensated for by clause 12.3 (*Tax indemnity*) (or would have been compensated for under clause 12.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 12.3(b) applied);
 - (iii) attributable to a FATCA Deduction required to be made by a Party; or
 - (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation;
- (b) In this clause 13.3, a reference to a **Tax Deduction** has the same meaning given to the term in clause 12.1 (*Definitions*).

14 Other indemnities

14.1 Currency indemnity

- (a) If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:
 - (i) making or filing a claim or proof against that Obligor; and/or

- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within three (3) Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

14.2 Other indemnities

- (a) The Borrower shall (or shall procure that another Obligor will), within three (3) Business Days of demand by a Finance Party, indemnify each Finance Party against any and all Losses incurred by that Finance Party (as the case may be) as a result of:
 - (i) the occurrence of any Event of Default;
 - (ii) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 32 (*Sharing among the Finance Parties*);
 - (iii) funding, or making arrangements to fund, its participation in the Loan requested by the Borrower in the Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);
 - (iv) the Loan (or part thereof) not being prepaid in accordance with a notice of prepayment given by the Borrower.
- (b) The Borrower shall (or shall procure that another Obligor will), within three (3) Business Days of demand by an Indemnified Person, indemnify each Indemnified Person against any and all Losses, joint or several that may be incurred by or asserted or awarded against any Indemnified Person, in each case arising out of or in connection with or relating to any claim investigation, litigation or proceeding (or the preparation of any defence with respect thereto) commenced or threatened in relation to this Agreement (or the transactions contemplated hereby) or any use made or proposed to be made with the proceeds of any Facility (including an Environmental Claim made or asserted against such Indemnified Person if such Environmental Claim would not have been, or been capable of being, made or asserted against such Indemnified Person if the Finance Parties had not entered into any of the Finance Documents and/or exercised any of their rights, powers and discretions thereby conferred and/or performed any of their obligations thereunder and/or been involved in any of the transactions contemplated by the Finance Documents). This indemnity shall apply whether or not such claims, investigation, litigation or proceedings is brought by any Obligor, any other Group Member, any of their member(s) or (as the case may be) shareholders, their Affiliates, or creditors, or an Indemnified Person or any other person, or an Indemnified Person is otherwise a party thereto, except to the extent such Losses are found in a final non-appealable judgement by a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or wilful default. Each Indemnified Person may enforce and enjoy the benefit of this clause 14.2 under the Third Parties Act.

14.3 Indemnity to the Agent and Security Agent

The Borrower shall promptly indemnify the Agent and Security Agent against:

- (a) any and all Losses incurred by the Agent or the Security Agent (acting reasonably) as a result of:
 - (i) without prejudice to clause 30.7(b)(i) as extended to the Security Agent by clause 30.21 (*Application of certain clauses to Security Agent*), investigating any event which it reasonably believes is a Default;
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or
 - (iv) any action taken by the Agent or the Security Agent or any of its or their representatives, agents or contractors in connection with any powers conferred by any Security Document to enforce any Security Interest thereunder or to remedy any breach of any Obligor's obligations under the Finance Documents; and
- (b) any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's gross negligence or wilful default) (or, in the case of any cost, loss or liability pursuant to clause 33.11 (*Disruption to Payment Systems etc.*) notwithstanding the Agent's or the Security Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent in acting as Agent or the Security Agent under the Finance Documents).

14.4 Indemnity concerning security

- (a) The Borrower shall (or shall procure that another Obligor will) promptly indemnify each Indemnified Person against any and all Losses incurred by it in connection with:
 - (i) any failure by the Borrower to comply with clause 16 (*Costs and expenses*);
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (iii) the taking, holding, protection or enforcement of the Security Documents;
 - (iv) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and/or any other Finance Party and each Receiver and each Delegate by the Finance Documents or by law unless and to the extent that it was caused by its gross negligence or wilful default;
 - (v) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful default of that Indemnified Person); or
 - (vi) any breach by any Obligor of the Finance Documents.

- (b) The Security Agent may, in priority to any payment to the other Finance Parties, indemnify itself out of the Trust Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 14.4 and shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to it.

14.5 Continuation of indemnities

The indemnities by the Borrower in favour of the Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or the Borrower of the terms of this Agreement, the repayment or prepayment of the Loan, the cancellation of the Total Commitments or the repudiation by the Agent or the Borrower of this Agreement.

14.6 Third Parties Act

Each Indemnified Person may rely on the terms of clause 14.4 (*Indemnity concerning security*) and clauses 12 (*Tax gross-up and indemnities*) and 14.7 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clause 14.4 (*Indemnity concerning security*), subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

14.7 Interest

Moneys becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 14 or elsewhere in this Agreement shall be paid on demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the date of demand therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clause 8.3 (*Default interest*).

14.8 Exclusion of liability

Without prejudice to any other provision of the Finance Documents excluding or limiting the liability of any Indemnified Person, no Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful default. Any Indemnified Person may rely on this clause 14.8 subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

14.9 Email indemnity

The Borrower shall indemnify each Finance Party against any and all Losses together with any VAT thereon which any of the Finance Parties may sustain or incur as a consequence of any email communication purporting to originate from the Borrower to the Agent or the Security Agent being made or delivered fraudulently or without proper authorisation (unless such Losses are the direct result of the gross negligence or wilful default of the relevant Finance Party or the Agent or the Security Agent).

14.10 Waiver

In no event shall any of the Finance Parties be liable on any theory of liability for any special, indirect, consequential or punitive damages and the Obligors hereby waive, release and agree (for and on behalf of themselves and on behalf of the other Group Members and their respective Affiliates and shareholders) not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in their favour.

15 Mitigation by the Lenders

15.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*), clause 13 (*Increased Costs*) including (but not limited to) assigning its rights under the Finance Documents to another Affiliate or Facility Office.
- (b) Clause 15.1(a) does not in any way limit the obligations of any Obligor under the Finance Documents.

15.2 Limitation of liability

- (a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 15.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16 Costs and expenses

16.1 Transaction expenses

The Borrower shall promptly within five (5) Business Days of demand pay the Agent, the Arrangers and the Security Agent the amount of all costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by any of them (and by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication, registration and perfection and any release, discharge or reassignment of:

- (a) this Agreement, any other documents referred to in this Agreement and the Original Security Documents;
- (b) any other Finance Documents executed or proposed to be executed after the date of this Agreement including any document executed to provide additional security under clause 23 (*Minimum security value*); or
- (c) any Security Interest expressed or intended to be granted by a Finance Document,

whether or not the transactions contemplated under the Finance Documents are consummated.

16.2 Amendment costs

If:

- (a) an Obligor requests an amendment, waiver or consent; or
- (b) an amendment is required pursuant to clause 33.10 (*Change of currency*),

the Borrower shall, within five (5) Business Days of demand by the Agent, reimburse the Agent and the Security Agent for the amount of all costs and expenses (including fees, costs and expenses of legal advisers and (subject to clause 22.17 (*Independent report*) insurance and

other consultants and advisers) reasonably incurred by the Agent or the Security Agent (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement. The Parties agree that if at any time the Agent and the Security Agent shall be a different person, the Security Agent will be entitled to issue demands to, and require reimbursement of, such costs and expenses referred to in this clause 16.2 from the Borrower under this clause, provided reimbursement of such costs has not already been demanded by, and paid by the Borrower to, the Agent.

16.3 Valuations and inspection costs

The Borrower shall, on demand by a Finance Party, pay to each Finance Party (through the Agent, except where a payment is to be made to the Security Agent, in which case such payment shall be made directly to the Security Agent), the amount of all costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants, brokers, surveyors and advisers) reasonably incurred by that Finance Party in connection with:

- (a) any valuation carried out under clause 23 (*Minimum security value*) at the times provided in such clauses that the relevant costs must be borne by the Borrower; or
- (b) any inspection carried out under clause 21.8 (*Inspection and notice of drydockings*) or any survey carried out under clause 21.16 (*Survey report*).

16.4 Enforcement and preservation costs

The Borrower shall, on demand by a Finance Party, pay to each Finance Party (through the Agent, except where a payment is to be made to the Security Agent, in which case such payment shall be made directly to the Security Agent), the amount of all costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants, brokers, surveyors and advisers) incurred by that Finance Party in

connection with the enforcement of, or the preservation of any rights under, any Finance Document and any proceedings initiated by or against any Indemnified Person and as a consequence of holding the Charged Property or enforcing those rights and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents or enforcing those rights.

17 Representations

Each Obligor makes and repeats the representations and warranties set out in this clause 17 to each Finance Party at the times specified in clause 17.33 (*Times when representations are made*).

17.1 Status

- (a) Each Obligor and each Manager is duly incorporated and validly existing or established under the laws of the jurisdiction of its incorporation or establishment as a limited liability company or corporation or limited partnership (as the case may be) and has no centre of main interests, permanent establishment or place of business outside the jurisdiction in which it is incorporated (save as notified to the Agent) and is in compliance with its Constitutional Documents.
- (b) Each Obligor and each Manager has power and authority to carry on its business as it is now being conducted and to own its property and other assets.

17.2 Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by each Obligor in each Finance Document and any Charter Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations and each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

17.3 Power and authority

- (a) Each Obligor has, or will have when entered into by it, power to enter into, perform and deliver and comply with its obligations under, and has taken, or will take when entered into by it, all necessary action to authorise its entry into, each Finance Document and any Charter Document to which it is, or is to be a party and each of the transactions contemplated by those documents.
- (b) No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document and any Charter Document to which such Obligor is, or is to be, a party.

17.4 Non-conflict

The entry into and performance by each Obligor and any Manager of, and the transactions contemplated by the Finance Documents and the Charter Documents and the granting of the Security Interests purported to be created by the Security Documents do not and will not conflict with:

- (a) any law or regulation applicable to any Obligor or any Manager;
- (b) the Constitutional Documents of any Obligor or any Manager; or
- (c) any agreement or other instrument binding upon any Obligor or any Manager or its assets,

or constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Maritime Lien or under a Security Document) on any such Obligor's or such Manager's assets, rights or revenues.

17.5 Validity and admissibility in evidence

- (a) All authorisations required:
 - (i) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document and any Charter Document to which it is a party;
 - (ii) to make each Finance Document and any Charter Document to which it is a party admissible in evidence in its Relevant Jurisdiction; and
 - (iii) to ensure that each of the Security Interests created under the Security Documents has the priority and ranking contemplated by them, have been obtained or effected or (as the case may be) will be obtained or effected when entered into, and are, or (as the case may be) will be when entered into, in full force and effect except any authorisation or filing referred to in clause 17.12 (*No filing or stamp taxes*), which authorisation or filing will be promptly obtained or effected within any applicable period.
- (b) All authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and each Manager have been obtained or effected and are in full force and effect if failure to obtain or effect those authorisations might have a Material Adverse Effect.

17.6 Governing law and enforcement

- (a) Subject to any relevant Legal Reservations, the choice of English law or any other applicable law as the governing law of any Finance Document and any Charter Document will be recognised and enforced in each Obligor's Relevant Jurisdictions.
- (b) Subject to any relevant Legal Reservations, any judgment obtained in England in relation to an Obligor will be recognised and enforced in each Obligor's Relevant Jurisdictions.

17.7 Information

- (a) Any Information is true and accurate in all material respects at the time it was given or made.
- (b) There are no facts or circumstances or any other information which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.
- (c) The Information does not omit anything which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.
- (d) All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based were believed to be fair by the person who provided that Information as at the date it was given or made.
- (e) For the purposes of this clause 17.7, **Information** means: any material, factual information provided by or on behalf of any Obligor in writing to any of the Finance

Parties in connection with the Finance Documents or the Charter Documents or the transactions referred to in them (including that contained in any information memorandum).

17.8 Original Financial Statements

- (a) The Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) The Original Financial Statements give a true and fair view of the financial condition and results of operations of the relevant Obligor and the Group (consolidated in the case of the Group and the Guarantors) during the relevant financial year.
- (c) There has been no change in the assets, business or financial condition or operations of any of the Obligors or the Group taken as a whole since the date of the latest Financial Statements delivered under this Agreement to the Finance Parties which has had or might reasonably be expected to have a Material Adverse Effect.

17.9 Pari passu ranking

Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

17.10 Ranking and effectiveness of security

Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any legal opinion delivered to the Security Agent and the Agent under clause 4 (*Conditions of Utilisation*), the security created by the Security Documents has (or will have when the Security Documents have been executed) the priority which it is expressed to have in the Security Documents, the Charged Property is not subject to any Security Interest other than Permitted Security Interests and such security will constitute perfected security on the assets described in the Security Documents.

17.11 No insolvency

No corporate action, legal proceeding or other procedure or step described in clause 27.9 (*Insolvency proceedings*) or creditors' process described in clause 27.10 (*Creditors' process*) has been taken or, to the knowledge of any Obligor or any Manager threatened in relation to an Obligor or a Manager or a Subsidiary of an Obligor or a Manager and none of the circumstances described in clause 27.8 (*Insolvency*) applies to an Obligor or a Manager or a Subsidiary of an Obligor or a Manager.

17.12 No filing or stamp taxes

Under the laws of each Obligor's Relevant Jurisdictions it is not necessary that any Finance Document or any Charter Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or any Charter Document or the transactions contemplated by the Finance Documents or the Charter Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document or any Charter Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document or Charter Document.

17.13 Tax

No Obligor is required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to which it is, or is to be, a party and no other party is required to make any such deduction from any payment it may make under any, Charter Document.

17.14 No Default

- (a) No Default is continuing or is reasonably likely expected to result from the making of the Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document or any Charter Document.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or any Manager or to which any Obligor's or any Manager's assets are subject, which have had or might reasonably be expected to have a Material Adverse Effect.
- (c) No other events, conditions, facts or circumstances exist or have arisen or occurred since 31 December 2018, which have had or might reasonably be expected to have a Material Adverse Effect.

17.15 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency (including, without limitation, investigative proceedings) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of any Obligor's or Manager's knowledge and belief) been started or threatened against any Obligor or any Manager or any Subsidiary of an Obligor.

17.16 No breach of laws

- (a) No Obligor or Manager or Subsidiary or an Obligor or a Manager has breached any law or regulation, which breach might reasonably be expected to have a Material Adverse Effect.
- (b) No labour dispute is current or, to the best of any Obligor's or any Manager's knowledge and belief (having made due and careful enquiry), threatened against any Obligor or any Manager or any Subsidiary of an Obligor, which might reasonably be expected to have a Material Adverse Effect.

17.17 Environmental matters

- (a) No Environmental Law applicable to any Fleet Vessel and/or any Obligor or any Manager or any Subsidiary of an Obligor has been violated in a manner or circumstances which might reasonably be expected to have, a Material Adverse Effect.
- (b) All consents, licences and approvals required under such Environmental Laws have been obtained and are currently in force.
- (c) No Environmental Claim has been made or is pending against any Obligor or any Manager or any Subsidiary of an Obligor or any Fleet Vessel where that claim might reasonably be expected to have a Material Adverse Effect and there has been no Environmental Incident which has given, or might give, rise to such a claim.

17.18 Tax compliance

- (a) No Obligor or Manager or any Subsidiary of an Obligor is materially overdue in the filing of any Tax returns or overdue in the payment of any amount in respect of Tax.
- (b) No claims or investigations are being made or conducted against any Obligor or any Manager or any Subsidiary of an Obligor with respect to Taxes such that a liability of, or claim against, any Obligor or any Manager or any Subsidiary of an Obligor is reasonably likely to arise for an amount for which adequate reserves have not been provided in the Original Financial Statements and which might reasonably be expected to have a Material Adverse Effect.
- (c) Except as advised in writing to the Agent prior to the date of this Agreement, each Obligor and each Manager is resident for Tax purposes only in the jurisdiction of its incorporation.

17.19 Anti-corruption law

Each Group Member has conducted its businesses in compliance with applicable anti-corruption and anti-bribery laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

17.20 Security and Financial Indebtedness

- (a) No Security Interest exists over all or any of the present or future assets of any Borrower in breach of this Agreement, other than Permitted Security Interests.
- (b) No Borrower has any Financial Indebtedness outstanding in breach of this Agreement.

17.21 Ownership of assets

Each Obligor is or, on the date the Security Documents to which it is a party are entered into, will be, the sole legal and beneficial owner of the respective assets over which it purports to grant a Security Interest under the Security Documents, to which it is a party.

17.22 Shares

The shares of the Borrower are fully paid and, other than any option which may be given to GLOP in connection with a Drop Down or to GasLog in connection with a Reverse Drop Down, not subject to any option to purchase or similar rights. The Constitutional Documents of the Borrower do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security Documents. There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of the Borrower (including any option or right of pre-emption or conversion).

17.23 Accounting Reference Date

The financial year-end of each Obligor is the Accounting Reference Date.

17.24 No adverse consequences

- (a) It is not necessary under the laws of the Relevant Jurisdictions of any Obligor:
 - (i) in order to enable any Finance Party to enforce its rights under any Finance Document; or

- (ii) by reason of the execution of any Finance Document or the performance by any Obligor of its obligations under any Finance Document to which it is, or is to be, a party,

that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in any of such Relevant Jurisdictions.

- (b) No Finance Party is or will be deemed to be resident, domiciled or carrying on business in any Relevant Jurisdiction by reason only of the execution, performance and/or enforcement of any Finance Document.

17.25 Copies of documents

The copies of the Charter Documents and the Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will, as at their delivery dates, be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery and no other agreements or arrangements exist between any of the parties to any Charter Document which would materially affect the transactions or arrangements contemplated by any Charter Document or modify or release the obligations of any party under that Charter Document.

17.26 No breach of any Charter Document

- (a) No Obligor nor (so far as the Obligors are aware) any other person is in breach of any Charter Document to which it is a party; and
- (b) Nothing has occurred which entitles or may entitle any party to any Charter Document to rescind or terminate it or decline to perform their obligations under it.

17.27 No immunity

No Obligor or any of its assets is immune to any legal action or proceeding.

17.28 Ship status

- (a) The Ship will on the first day of the Mortgage Period be:
- (b) registered in the name of the Borrower through the relevant Registry as a registered ship under the laws and flag of the relevant Flag State;
- (c) operationally seaworthy and in every way fit for service;
- (d) classed with the relevant Classification with the highest class free of all requirements and recommendations of the relevant Classification Society; and
- (e) insured in the manner required by the Finance Documents.

17.29 Ship's employment

On the first day of its Mortgage Period the Ship is free of any charter commitment (other than the Charter) which, if entered into after that date, would require approval under the Finance Documents (except in the case of any Cool Pool Arrangements to which the Ship may be subject and which are hereby approved).

17.30 Address commission

There are no rebates, commissions or other payments in connection with any Charter in place as at the date of this Agreement.

17.31 Money Laundering

In relation to the borrowing by the Borrower of the Loan, the performance and discharge of its obligations and liabilities under the Finance Documents, and the transactions and other arrangements effected or contemplated by the Finance Documents to which the Borrower is a party, the Borrower confirms (a) that it is acting for its own account; (b) that it will use the proceeds of the Loan for its own benefit, under its full responsibility and exclusively for the purposes specified in this Agreement and (c) that the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented to combat Money Laundering (as defined in clause 19.15 (*Bribery and corruption*)).

17.32 Sanctions

- (a) No Ship is a vessel with which any individual, entity or any other person is prohibited or restricted from dealing with under any Sanctions;
- (b) No Obligor, nor any of their respective directors or officers:
 - (i) is a Prohibited Person;
 - (ii) is subject to or the target of any action by any regulatory or enforcement authority or third party in relation to any Sanctions of any Sanctions Authority;
 - (iii) is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person (it being understood that, chartering activity with a charterer that is a Prohibited Person shall not constitute “acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person”, where such chartering activity is not in breach of Sanctions);
 - (iv) owns or controls a Prohibited Person;
 - (v) is located or resident in, organised or incorporated under the laws of, a country or territory subject to country-wide or territory-wide Sanctions;
 - (vi) is in breach of Sanctions; or
 - (vii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- (c) Any capitalised terms referred to in paragraphs (a) and (b) above shall have the meanings given to them in clause 19.12 (*Sanctions*).

17.33 Times when representations are made

- (a) All of the representations and warranties set out in this clause 17 (other than Ship Representations) are deemed to be made on the date of this Agreement.
- (b) The Repeating Representations are also deemed to be made and repeated on the dates of each Utilisation Request, each Utilisation Date, the date of issuance of each Compliance Certificate and the first day of each Interest Period and, in the case of the representation in clause 17.7 (*Information*), on the date of primary syndication of the Facility.

- (c) All of the Ship Representations are deemed to be made and repeated on the first day of the Mortgage Period for the relevant Ship.
- (d) Each representation or warranty deemed to be made and repeated after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances then existing at the date the representation or warranty is deemed to be made.

18 Information undertakings

The Borrower undertakes that this clause 18 will be complied with throughout the Facility Period.

In this clause 18:

Annual Financial Statements means each of the financial statements for a financial year of the Group, the Borrower and the Guarantors, respectively, delivered pursuant to clause 18.1 (*Financial statements*).

Semi-Annual Financial Statements means each of the financial statements for a financial half-year to 30 June of the relevant year of the Guarantors, respectively, delivered pursuant to clause 18.1 (*Financial statements*).

18.1 Financial statements

- (a) The Borrower shall supply to the Agent or, as the case may be, shall procure that the Agent is supplied with (and the Agent shall supply to each Lender), as soon as the same become available, but in any event within 150 days after the end of the relevant financial years:
 - (i) the audited consolidated financial statements of GasLog for that financial year; and
 - (ii) the unaudited financial statements (consolidated if appropriate) of the Borrower and each Guarantor (other than GasLog) in respect of which a Guarantee shall at such time be in force for that financial year.
- (b) The Borrower shall supply to the Agent or, as the case may be, shall procure that the Agent is supplied with, as soon as the same become available, but in any event within 120 days after the end of each half year to 30 June of the relevant financial year, the unaudited consolidated financial statements of GasLog and the Guarantors in respect of which a Guarantee shall at such time be in force for that financial half year.
- (c) The Borrower shall also supply to the Agent prior to each financial year budget and cashflow projections for the Borrower and the Guarantors in respect of which a Guarantee shall at such time be in force for that financial year.

18.2 Provision and contents of Compliance Certificate and valuations

- (a) The Borrower shall supply to the Agent (and the Agent shall supply to each Lender):
 - (i) with each set of audited Annual Financial Statements for the Group and unaudited Semi-Annual Financial Statements for the Group, a Compliance Certificate;
 - (ii) with each set of audited Annual Financial Statements for the Group and unaudited Semi-Annual Financial Statements for the Group, a valuation of the Ship made in accordance with clause 23 (*Minimum security value*) and showing the value of the Ship.

- (b) Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with the Financial Covenants.
- (c) Each Compliance Certificate shall be signed by the chief executive officer or chief financial officer of the Parent or, in his or her absence, by any other director of the Parent.

18.3 Requirements as to financial statements

- (a) The Borrower shall procure that each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) includes a profit and loss account, a balance sheet and a cashflow statement and that, in addition, each set of Annual Financial Statements of the Group shall be audited by the Auditors.
- (b) Each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) shall:
 - (i) in the case of GasLog and (following Drop Down) GLOP, be prepared in accordance with GAAP;
 - (ii) give a true and fair view of (in the case of audited annual financial statements for any financial year), or fairly represent (in other cases), the financial condition and operations of the Group or (as the case may be) the relevant Obligor, as at the date as at which those financial statements were drawn up; and
 - (iii) in the case of audited annual financial statements, not be the subject of any qualification in the Auditors' opinion.
- (c) The Borrower shall procure that each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) shall be using accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, the Borrower notify the Agent that there has been a change in GAAP or the accounting practices and the Auditors deliver to the Agent:
 - (i) a description of any change necessary for those financial statements to reflect the GAAP or accounting practices and reference periods upon which corresponding Original Financial Statements were prepared; and
 - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether the Financial Covenants have been complied with and to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

18.4 Year-end

- (a) The Borrower shall procure that each financial year-end of each Obligor falls on the Accounting Reference Date.
- (b) The Borrower shall procure that each accounting period ends on an accounting date.

18.5 Information: miscellaneous

The Borrower shall supply to the Agent (and the Agent shall supply to each Lender):

- (a) at the same time as they are dispatched, copies of all material documents dispatched by any Obligor to its shareholders generally (or any class of them) or dispatched by any Obligor to its creditors generally (or any class of them);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings (including investigative proceedings) which are current, threatened or pending against any Obligor or any Manager, and which, if adversely determined, might reasonably be expected to have a Material Adverse Effect;
- (c) promptly upon becoming aware of them, the details of any material claims, investigations or other proceedings relating to Sanctions which are pending against any Group Member;
- (d) promptly, such information as the Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;
- (e) promptly on request, such further information regarding the financial condition, assets and operations of the Obligors as any Finance Party through the Agent may reasonably request from time to time; and
- (f) promptly upon becoming aware of the details of any circumstances which are reasonably likely to cause Delivery to be delayed,

provided that, in the case of (a) to (e) above, the supply of such information would not result in the breach of any confidentiality undertakings granted by the Obligors or Managers to third parties from time to time.

18.6 Notification of Default

The Borrower shall promptly notify the Agent of:

- (a) any Default; and/or
- (b) any indication the Financial Covenants will not be met.

18.7 Sufficient copies

The Borrower, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders.

18.8 Use of websites

- (a) The Borrower may satisfy their obligation under this Agreement to deliver any information in relation to those Lenders (the **Website Lenders**) who accept this method of communication by posting this information onto an electronic website designated by the Borrower and the Agent (the **Designated Website**) if:
 - (i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;
 - (ii) both the Borrower and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and
 - (iii) the information is in a format previously agreed between the Borrower and the Agent.

If any Lender (a **Paper Form Lender**) does not agree to the delivery of information electronically then the Agent shall notify the Borrower accordingly and the Borrower shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Borrower shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

- (b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Borrower and the Agent.
- (c) The Borrower shall promptly upon any of them becoming aware of its occurrence notify the Agent (and the Agent shall notify each Lender) if:
 - (i) the Designated Website cannot be accessed due to technical failure;
 - (ii) the password specifications for the Designated Website change;
 - (iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;
 - (iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or
 - (v) any Borrower becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Borrower notifies the Agent under paragraphs 18.8(c)(i) or (v) above, all information to be provided by the Borrower under this Agreement after the date of that notice shall be supplied in paper form unless and until the Agent and each Website Lender is satisfied that the circumstances giving rise to the notification are no longer continuing.

- (d) Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted onto the Designated Website. The Borrower shall comply with any such request within ten Business Days.

18.9 **“Know your customer” checks**

- (a) If:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
 - (ii) any change in the status of an Obligor or the composition of the shareholders of an Obligor after the date of this Agreement; or
 - (iii) a proposed assignment by a Lender of any of its rights under this Agreement to a party that is not already a Lender prior to such assignment,

obliges the Agent, the Security Agent or any Lender (or, in the case of paragraph 18.9(a)(iii) above, any prospective new Lender or the Security Agent) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it (or at any other time reasonably required by a Lender), each Obligor shall as soon as reasonably possible after the request of the Agent or the Security Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for

itself or on behalf of any Lender or the Security Agent) or any Lender or the Security Agent (for itself or, in the case of the event described in paragraph 18.9(a)(iii) above, on behalf of any prospective new Lender or the Security Agent) in order for the Agent, the Security Agent or such Lender or, in the case of the event described in paragraph 18.9(a)(iii) above, any prospective new Lender to carry out and be satisfied with the results of all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Finance Party shall promptly upon the request of the Agent or the Security Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent or the Security Agent (for itself) in order for it to carry out and be satisfied with the results of all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.
- (c) The Borrower shall, by not less than 10 Business Days’ prior written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries (if any) becomes an Obligor (an **Additional Obligor**).
- (d) Following the giving of any notice pursuant to paragraph (c) above, if the accession of such Additional Obligor obliges the Agent or any Lender to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, the Parent shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) in order for the Agent or such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.

18.10 Money Laundering

The Borrower will:

- (a) provide the Agent (and the Agent shall provide each Lender) with information, certificates and any documents required by the Agent or any other Finance Party to ensure compliance with any law official requirement or other regulatory measure or procedure implemented to combat Money Laundering (as defined in clause 19.15 (*Bribery and corruption*)) throughout the Facility Period; and
- (b) notify the Agent (and the Agent shall notify each Lender) as soon as it becomes aware of any matters evidencing that a breach of any law official requirement or other regulatory measure or procedure implemented to combat Money Laundering (as defined in clause 19.15 (*Bribery and corruption*)) may or is about to occur or that the person(s) who have or will receive the commercial benefit of this Agreement have changed from the date hereof.

19 General undertakings

Each Obligor undertakes with each Finance Party that this clause 19 will be complied with throughout the Facility Period.

19.1 Use of proceeds

The proceeds of Utilisations will be used exclusively for the purposes specified in clause 3 (*Purpose*).

19.2 Authorisations

Each Obligor will promptly (and in connection with any Finance Document, as soon as such Finance Document is entered into):

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (i) enable it to perform its obligations under the Finance Documents and the Charter Documents;
- (ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document, Charter Document; and
- (iii) carry on its business, where failure to do so has, or might reasonably be expected to have, a Material Adverse Effect.

19.3 Compliance with laws

Each Obligor and each Manager will comply in all respects with all laws and regulations (including Environmental Laws) to which it may be subject where failure to do so has, or might reasonably be expected to have, a Material Adverse Effect.

19.4 Tax Compliance

- (a) Each Obligor and each Manager shall pay and discharge all Taxes imposed upon it or its assets within such time period as may be allowed by law without incurring penalties unless and only to the extent that:
 - (i) such payment is being contested in good faith;
 - (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent under clause 18.1 (*Financial statements*); and
 - (iii) such payment can be lawfully withheld.
- (b) Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

19.5 Change of business

Except as approved by the Majority Lenders, or otherwise permitted by the terms of this Agreement, no material change will be made to the general nature of the business of any of the Obligors or the Group taken as a whole from that carried on at the date of this Agreement, save that any activities involving or undertaken whatsoever within the maritime sector by any Group Member will not be considered a change in the general nature of the business of any of the Obligors or the Group taken as a whole.

19.6 Drop Down; Reverse Drop Down

- (a) The Borrower may proceed with a Drop Down subject to the following conditions:
- (i) in respect of GLOP and GasLog Holdings and/or as the case may be GasLog Carriers, any and all relevant corporate authorisations in respect of the execution, delivery and performance of the documents necessary to effect the Drop Down (of the nature described in Schedule 3 Part 1 paragraph 1 (*Obligors' Corporate documents*));
 - (ii) replacement Share Security from GLOP or GasLog Holdings (as applicable) in respect of the shares in the Borrower; and
 - (iii) any legal opinions reasonably required by the Agent in respect of the documents necessary to effect the Drop Down,
- which in the case of items (i) to (iii) are provided to the Agent in form and substance substantially similar to the equivalent documentation provided to the Agent pursuant to clause 4 (*Conditions of Utilisation*) (*mutatis mutandis*) in respect of the Utilisation or are otherwise satisfactory to the Agent, acting on the instructions of the Majority Lenders acting reasonably.
- (b) Upon all conditions referred to in paragraph (a) having been fulfilled to the satisfaction of the Agent and receipt by the Agent of evidence that an Eligible Charter Agreement with at least five (5) years remaining is in place for the Ship, GasLog and GasLog Carriers will be released from their obligations under:
- (i) the GasLog and GasLog Carriers Guarantee,
 - (ii) the Share Security granted by GasLog Carriers; and
 - (iii) any further documentation entered into by GasLog or GasLog Carriers in respect of obligations under the Finance Documents.
- (c) The Borrower may proceed with a Reverse Drop Down subject to the following conditions:
- (i) in respect of GLOP and GasLog Holdings and/or as the case may be GasLog Carriers, any and all relevant corporate authorisations in respect of the execution, delivery and performance of the documents necessary to effect the Reverse Drop Down (of the nature described in Schedule 3 Part 1 paragraph 1 (*Obligors' Corporate documents*));
 - (ii) replacement Share Security from GasLog Carriers or GasLog (whichever is the relevant Holding Company of the Borrower as a result of the Reverse Drop Down) in respect of the shares in the Borrower;
 - (iii) (if the Agent considers it necessary at the time) a new guarantee is granted by GasLog and/or GasLog Carriers in respect of the Borrower's obligations under the Finance Documents, and (if applicable) new Account Security is granted by GasLog Carriers; and
 - (iv) any legal opinions reasonably required by the Agent in respect of the documents necessary to effect the Reverse Drop Down,

which in each case are provided to the Agent in form and substance substantially similar to the equivalent documentation provided to the Agent pursuant to clause 4 (*Conditions of Utilisation*) (*mutatis mutandis*) in respect of the Utilisation or are otherwise satisfactory to the Agent, acting on the instructions of the Majority Lenders, in each case acting reasonably.

- (d) Upon all conditions referred to in paragraph (c) having been fulfilled to the satisfaction of the Agent, GLOP and GasLog Holdings will be released from their obligations under:
 - (i) the GLOP and GasLog Holdings Guarantee,
 - (ii) the Share Security granted by GasLog Holdings; and
 - (iii) any further documentation entered into by GLOP or GasLog Holdings in respect of obligations under the Finance Documents.
- (e) Following the date of this Agreement, the shares in GasLog Carriers may, at any time, be transferred by GasLog to GLOP or to a wholly owned direct Subsidiary of GLOP without the approval of the Finance Parties provided that the Borrower provides to the Agent:
 - (i) 30 days prior written notice of such transfer;
 - (ii) such information in advance of any such transfer proceeding as the Agent may require in relation to the terms and conditions of the transfer or in relation to the transfer arrangements; and
 - (iii) promptly upon completion of the transfer, a copy of the share register of GasLog Carriers evidencing that it is owned by GLOP or to a wholly owned direct Subsidiary of GLOP,

and further provided that no Default shall occur as a result of the transfer.

19.7 Merger and corporate reconstruction

Except as approved by the Majority Lenders, no Obligor will enter into any amalgamation, demerger, merger, consolidation, redomiciliation, legal migration or corporate reconstruction (other than an amalgamation, merger or consolidation of a Guarantor where such Guarantor is the surviving entity of the same). For the avoidance of doubt, the parties agree that a Drop Down as referred to in clause 19.6 (*Drop Down; Reverse Drop Down*) will not constitute an amalgamation, demerger, merger, consolidation or corporate reconstruction within the meaning of this clause 19.6.

19.8 Further assurance

- (a) Each Obligor shall (and the Borrower shall procure that each other Obligor will) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent and Security Agent may reasonably require acting on the instructions of the Majority Lenders) in favour of the Security Agent or its nominee(s) as provided under each Finance Document, as applicable:
 - (i) to perfect the Security Interests created or intended to be created by that Obligor under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or to protect or ensure the priority of such Security Interests or for the exercise of any

rights, powers and remedies of the Security Agent or any other Finance Party provided by or pursuant to the Finance Documents or by law;

- (ii) to confer on the Security Agent and/or any other Finance Party Security Interests over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents; and/or
 - (iv) at the request of the New Lender, to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 28.1 (*Assignments by the Lenders*).
- (b) Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest (or the priority of any Security Interest) conferred or intended to be conferred on the Security Agent and/or any other Finance Party by or pursuant to the Finance Documents.

19.9 Negative pledge in respect of Charged Property or Borrower's shares

- (a) Except for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.
- (b) No Obligor will grant or allow to exist any Security Interest over any of the shares in the Borrower or over any of the rights deriving from or related to such shares.
- (c) Each Obligor will procure that all of the shares and membership interests of or in all of the Obligors will be in registered form (and not in bearer form) at all times.

19.10 Environmental matters

- (a) The Obligors will notify the Agent as soon as reasonably practicable of any Environmental Claim being made against any Group Member or any Fleet Vessel or the owner of any Fleet Vessel or any Manager which, if successful to any extent, might reasonably be expected to have a Material Adverse Effect and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim.
- (b) The Obligors will procure that all Environmental Laws (and any consents, licences or approvals obtained under them) applicable to Fleet Vessels will not be violated in a way which might reasonably be expected to have a Material Adverse Effect.

19.11 Pari Passu

Each Obligor will ensure that (a) its obligations under the Finance Documents shall, without prejudice to the Security Interests intended to be created by the Security Documents, at all times rank at least pari passu with all its other present and future unsecured and unsubordinated Indebtedness with the exception of any obligations which are mandatorily preferred by law and not by contract and (b) any Financial Indebtedness of any Obligor to any other Group Member or any of its shareholders or other Affiliates shall be in all respects subordinated in ranking and priority of payment to all amounts owing to the Finance Parties under the Finance Documents.

19.12 Sanctions

- (a) No Obligor nor any other Group Member will, directly or indirectly, make any proceeds of the Loan available to, or for the benefit of, a Prohibited Person or permit or authorise any such proceeds to be applied in a manner or for a purpose prohibited by Sanctions or which would put any Finance Party in breach of any Sanctions.
- (b) The Obligors will procure that none of the Obligors will:
 - (i) be a Prohibited Person;
 - (ii) be subject to or the target of any action by any regulatory or enforcement authority or third party in relation to any Sanctions of any Sanctions Authority;
 - (iii) be owned or controlled directly or indirectly by, or act directly or indirectly on behalf of or for the benefit of, a Prohibited Person (it being understood that, chartering activity with a charterer that is a Prohibited Person shall not constitute “acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person”, where such chartering activity is not in breach of Sanctions);
 - (iv) own or control, directly or indirectly, a Prohibited Person; or
 - (v) be in breach of Sanctions.
- (c) The Borrower will prevent the Ship from being used, directly or indirectly:
 - (i) by, or for the benefit of, any Prohibited Person or any person owned or controlled by any Prohibited Person (including from being sold, chartered, leased or otherwise provided directly or indirectly to any Prohibited Person) if such use would be in breach of Sanctions;
 - (ii) in any trade which could expose the relevant Ship, any Finance Party or any Manager to enforcement proceedings arising from Sanctions; and/or
 - (iii) in any transport of any goods that are prohibited to be sold, supplied, transferred, purchased, exported or imported under any Sanctions.
- (d) Without prejudice to the rights of the Finance Parties under any other provisions of this Agreement and the other Finance Documents, if the Borrower finds out that its Ship, without its knowledge, has been sold, chartered, conferred, leased or otherwise provided directly or indirectly to any Prohibited Person in breach of Sanctions, it shall terminate as soon as possible and in any case within 30 days after the day it finds out that any of the events described in this clause has occurred the relationship with the Prohibited Person under the premise that the Finance Parties may commit a breach of law by this behaviour. In this case the Borrower will also inform the Finance Parties immediately upon becoming so aware.
- (e) The Borrower will provide the Finance Parties upon their written request with all relevant documentation related to the Ship, and the transported goods which a Finance Party is required to disclose to a regulatory authority of any Sanctions Authority pursuant to any Sanctions.

- (f) For the purposes of this clause 19.12 the following words shall have the following meanings:

Prohibited Person means any person with whom transactions are prohibited or restricted under:

- (a) OFAC; or
- (b) any other United States of America government sanction, laws including, without limitation, persons or organisations on the United States of America Government's List of Specially Designated Nationals and Blocked Persons, Denied Persons List, Entities List, Debarred Parties List, Excluded Parties List, Sectoral Sanctions Identifications List and Terrorism Exclusion List;
- (c) European Union sanctions laws, including without limitation persons or organisations on the European Union Restricted Person Lists issued under Council Regulation (EC) No. 881/2002 of 27 May 2002, Council Regulation (EC) No. 2580/2001 of 27 December 2001 and Council Common Position 2005/725/CFSP of 17 October 2005, Council Regulation (EU) No 833/2014 and Council Regulation (EU) No 692/2014;
- (d) United Kingdom government sanctions laws, including without limitation persons or organisations on Her Majesty's Treasury's Consolidated List of Financial Sanctions Targets; and
- (e) United Nations sanctions laws, including without limitation persons or organisations on the United Nations Consolidated List established and maintained by the 1267 Committee,

each as amended from time to time and including any person controlled by or a Subsidiary of any such person.

Sanctions means any economic or trade sanctions laws, regulations, orders or embargoes administered, enacted or enforced by any Sanctions Authority.

Sanctions Authority means any of:

- (a) the United States government;
- (b) the United Nations;
- (c) the United Kingdom; or
- (d) the European Union (and/or any member state thereof),

and includes any relevant government entity of any of the above, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the United States Department of State, Her Majesty's Treasury (**HMT**) and The Office of Financial Sanctions Implementation (**OFSI**).

19.13 Borrowers' own account

Each Obligor will ensure that any borrowing by it and/or the performance of its obligations hereunder and under the other Finance Documents to which it is a party will be for its own account and will not involve any breach by it of any law, or regulatory measure relating to money laundering as defined in the provisions of the directive (2005/60/EC) of the European

19.14 Inspection

Each Obligor undertakes with the Finance Parties that, from the date of this Agreement and so long as any moneys are owing under any of the Finance Documents, upon the request of the Agent, it shall provide the Agent or any of its representatives, professional advisors and contractors with access to, and permit inspection of, books and records of any Group Member, in each case at reasonable times and upon reasonable notice.

19.15 Bribery and corruption

- (a) No Obligor shall engage in:
- (i) Corrupt Practices, Fraudulent Practices, Collusive Practices or Coercive Practices, including the procurement or the execution of any contract for goods or works relating to its functions in breach of any applicable law;
 - (ii) Money Laundering or act in breach of any applicable law relating to Money Laundering; or
 - (iii) the Financing of Terrorism.
- (b) Without prejudice to the generality of paragraph (a) above, no Obligor shall directly or indirectly use the proceeds of any Facility for any purpose which would breach the Bribery Act 2010 or the United States Foreign Corrupt Practices Act of 1977 or any other applicable anti-bribery law.
- (c) For the purposes of this clause 19.15 and clause 18.10 (*Money Laundering*), the following definitions shall apply:

Collusive Practice means an arrangement between two or more parties without the knowledge, but designed to improperly influence the actions, of another party.

Corrupt Practice means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.

Coercive Practice means impairing or harming or threatening to impair or harm, directly or indirectly, any party or its property or to improperly influence the actions of that party.

Financing of Terrorism means the act of providing or collecting funds with the intention that they be used, or in the knowledge that they are to be used, in order to carry out terrorist acts.

Fraudulent Practice means any action, including misrepresentation, to obtain a financial or other benefit or avoid an obligation, by deception.

Money Laundering means:

- (a) the conversion or transfer of property, knowing it is derived from a criminal offence, for the purpose of concealing or disguising its illegal origin or of assisting any person who is involved in the commission of the crime to evade the legal consequences of its actions;
- (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of, property knowing that it is derived from a criminal offence; or
- (c) the acquisition, possession or use of property knowing at the time of its receipt that it is derived from a criminal offence.

20 Dealings with Ship

The Borrower undertakes that this clause 20 will be complied with in relation to the Ship throughout the Mortgage Period.

20.1 Ship's name and registration

- (a) The Ship's name shall only be changed after prior notice to the Agent and, the Borrower shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.
- (b) The Ship shall be permanently registered in the name of the Borrower with the relevant Registry under the laws of its Flag State. The Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State) provided that no such approval shall be required for the registration of the Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of the Ship (which are equivalent to those in place prior to such registration) in favour of the Security Agent and the other Finance Parties immediately following the registration of the Ship under the flag of that Approved Flag State. If that registration is for a limited period, it shall be renewed at least 45 days before the date it is due to expire and the Agent shall be notified of that renewal at least 30 days before that date.
- (c) Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry.

20.2 Sale or other disposal of the Ship

The Borrower may sell or transfer the Ship, provided that the Borrower is in compliance with this clause 20.2 and clause 7.6 (*Sale or Total Loss*) in respect of such sale or transfer and no Default has occurred and is continuing at the time of such sale or transfer. Upon such sale or transfer the Lenders will procure that upon the relevant cancellation and prepayment and the discharge of the other obligations of the Borrower under this clause 20.2 and clause 7.6 (*Sale or Total Loss*), the Mortgage will be discharged and the Deed of Covenant, the General Assignment, any Charter Assignment, the Account Security and the Manager's Undertaking relating to the Ship will be released, and the Borrower will be released as Borrower under this Agreement, in each case pursuant to deeds of release in agreed form executed at the cost and expense of the Borrower.

20.3 **Manager**

A manager of the Ship (other than the Managers as at the date of this Agreement) shall not be appointed unless that manager and the terms of its appointment pursuant to the relevant Management Agreement are approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed) and it has delivered a duly executed Manager's Undertaking to the Security Agent. The Borrower shall not agree to any material change to the terms of appointment of a manager whose appointment has been approved unless such change is also approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed).

20.4 Copy of Mortgage on board

A properly certified copy of the Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

20.5 Notice of Mortgage

A framed printed notice of the Ship's Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

“NOTICE OF MORTGAGE

This Ship is subject to a first mortgage in favour of [here insert name of mortgagee] of [here insert address of mortgagee]. Under the said mortgage and related documents, neither the Owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage”.

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than for crew's wages and salvage.

20.6 Conveyance on default

Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the Borrower shall, upon the Agent's (acting on the instructions of the Majority Lenders) request, immediately execute such form of transfer of title to the Ship as the Agent may require.

20.7 Chartering

- (a) Except with approval of the Majority Lenders, the Borrower shall not enter into any charter commitment for the Ship (except for the Charter), which is:
 - (i) a bareboat or demise charter or passes possession and operational control of the Ship to another person (except where operational control is passed to the Ship's Technical Manager);
 - (ii) on terms as to payment or amount of hire which are materially less beneficial to it than the terms which at that time could reasonably be expected to be obtained on the open market for vessels of the same age and type as the Ship under charter commitments of a similar type and period; or
 - (iii) with an Affiliate other than charters entered into at arm's length between the Borrower and GLOP or an Affiliate thereof.

- (b) Further, without prejudice to the rights of the Finance Parties under the provisions of paragraph (a) above and any other provisions of the Finance Documents, the Borrower shall:
- (i) be permitted to pursue and contract for any charter business with any person other than one with a Non-Acceptable Charterer, provided that it advises the Agent promptly of any charter commitment in respect of its Ship which has an original term in excess of 36 calendar months (after taking into account any option to extend or renew contained therein), and the Borrower shall:
- (A) deliver a copy of each such charter commitment to the Agent forthwith;
- (B) forthwith following a demand made by the Agent (acting on the instructions of the Majority Lenders):
- (1) execute an assignment of any such charter commitment in favour of the Security Agent (in the same form as a Charter Assignment) and any notice of assignment required in connection therewith; and
- (2) procure the service of any such notice of assignment on the relevant counterparty of the Borrower under such charter commitment, and the acknowledgement (if received) of such notice by such counterparty;
- (C) deliver to the Agent such documents and evidence of the type referred to in Schedule 3 (Conditions *precedent*), in relation to any such charter assignment or any other related matter referred to in this clause 20.7(b), as the Agent (acting on the instructions of the Majority Lenders in their sole discretion) shall require; and
- (D) pay on the Agent's demand all reasonable legal costs and other costs incurred by the Agent and/or the Lenders and/or the Security Agent in connection with or in relation to any such charter assignment or any other related matter referred to in this clause 20.7(b); and
- (ii) be permitted to place the Ship under the Cool Pool Arrangements provided that:
- (A) it provides evidence of the Ship's acceptance under the Cool Pool Arrangements; and
- (B) it serves notice of assignment of the Earnings of the Ship pursuant to the relevant Deed of Covenant or General Assignment and delivers to the Agent the relevant acknowledgement of such notice in the required form on Cool Pool Ltd.

20.8 Merchant use

The Borrower shall use the Ship only as a civil merchant trading ship.

20.9 Sharing of Earnings

The Borrower shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else except:

- (a) under the operations of the Cool Pool Ltd, as those have been described in more detail by the Obligors to the Lenders in the negotiation of this Agreement (the **Cool Pool Arrangements**); or

(b) with the approval of the Majority Lenders.

20.10 **Payment of Earnings**

The Borrower's Earnings from the Ship shall be paid in the way required by the Ship's General Assignment, Deed of Covenant or any Charter Assignment. If any Earnings are held by brokers or other agents, they shall be paid to the Security Agent or the Agent (as the case may be), if it requires this after the Earnings have become payable to it under the Ship's General Assignment, Deed of Covenant or any Charter Assignment.

20.11 **Lay up**

Except with approval by the Majority Lenders (such approval not to be unreasonably withheld), no Ship shall be laid up or deactivated.

21 **Condition and operation of Ship**

The Borrower undertakes that this clause 21 will be complied with in relation to the Ship throughout the Ship's Mortgage Period.

21.1 **Defined terms**

In this clause 21.1 and in Schedule 3 (*Conditions precedent*):

applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

applicable operating certificate means any certificates or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

21.2 **Repair**

The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not materially reduced.

21.3 **Modification**

Except with approval, the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value.

21.4 **Removal of parts**

Except with approval, no material part of the Ship or any equipment shall be removed from the Ship if to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the Borrower free of any Security Interest except under the Security Documents).

21.5 **Third party owned equipment**

Except with approval, equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

21.6 **Maintenance of class; compliance with laws and codes**

The Ship's class shall be the relevant Classification free of any overdue qualifications with the relevant Classification Society and neither the Classification nor the Classification Society of the Ship shall be changed without approval of the Agent (acting on the instructions of the Majority Lenders) (such approval not to be unreasonably withheld and which approval shall not be required in respect of a change to one of DNV GL, American Bureau of Shipping or Lloyd's Register of Shipping). The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody.

21.7 **Surveys**

The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

21.8 **Inspection and notice of drydockings**

The Agent (acting on the instructions of the Majority Lenders) and/or surveyors appointed by it for such purpose (in consultation with the Borrower) shall be allowed to board the Ship at all times, subject to reasonable prior notice to the Borrower and without hindering the Ship's continuous, safe and efficient operations, to inspect it and given all proper facilities needed for that purpose. The Agent shall be given reasonable advance notice of any intended drydocking of the Ship (whatever the purpose of that drydocking). The Borrower shall bear the cost of only one such inspection of the Ship per calendar year unless there is an Event of Default which is continuing or the inspection of the relevant Ship reveals issues in respect of the condition of the Ship that indicate a breach of clause 21.2 (*Repair*) or 21.6 (*Maintenance of class; compliance with laws and codes*).

21.9 **Prevention of arrest**

All debts, damages, liabilities and outgoings (due and payable and not contested by the Borrower in good faith) which have given, or may reasonably give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

21.10 **Release from arrest**

The Ship, its Earnings and Insurances shall be released within 15 days (or such longer period as may be approved) from any arrest, detention, attachment or levy, and any legal process against the Ship shall be discharged within 15 days (or such longer period as may be approved), by whatever action is required to achieve that release or discharge.

21.11 **Information about the Ship**

The Agent shall promptly be given any information which it may reasonably require about the Ship or its employment, position, use or operation, including details of towages and salvages, and copies of all its charter commitments (other than any Confidential Information in respect of the Cool Pool Arrangements) entered into by or on behalf of any Obligor or any Manager and copies of any applicable operating certificates.

21.12 Notification of certain events

The Agent shall promptly be notified of:

- (a) any damage to the Ship where the cost of the resulting repairs may exceed the Major Casualty Amount;
- (b) any occurrence which may result in the Ship becoming a Total Loss;
- (c) any requisition of the Ship for hire;
- (d) any Environmental Incident involving the Ship and Environmental Claim being made in relation to such an incident;
- (e) any withdrawal of any applicable operating certificate;
- (f) the receipt of notification that any application for such a certificate has been refused;
- (g) any requirement or recommendation made in relation to the Ship by any insurer or the Ship's Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended; and
- (h) any arrest, hijacking or detention of the Ship or any exercise or purported exercise of a lien or other claim on the Ship or its Earnings or Insurances.

21.13 Payment of outgoings

All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly to the extent such payment is not being contested in good faith and with adequate reserves. Proper accounting records shall be kept of the Ship and its Earnings.

21.14 Evidence of payments

The Agent shall be allowed proper and reasonable access, subject to prior written notice and provided that the operations of the Borrower is not in any way hindered, to those accounting records when it reasonably requests it and, when it reasonably requires it, shall be given satisfactory evidence that:

- (a) the wages and allotments and the insurance and pension contributions of the Ship's crew are being promptly and regularly paid;
- (b) all deductions from its crew's wages in respect of any applicable Tax liability are being properly accounted for; and
- (c) the Ship's master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.

21.15 Repairers' liens

Except with approval by the Majority Lenders, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount unless the Borrower has established to the reasonable satisfaction of the Agent that it has sufficient reserves with the Account Bank to pay for such works or that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work.

21.16 Survey report

As soon as reasonably practicable after the Agent requests it and promptly after each inspection made pursuant to clause 21.8 (*Inspection and notice of drydockings*), the Agent shall be given a report on the seaworthiness and/or safe operation of the Ship, from surveyors or inspectors approved by the Majority Lenders. If any recommendations are made in such a report they shall be complied with in the way and by the time recommended in the report.

21.17 Lawful use

The Ship shall not be employed:

- (a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;
- (b) in carrying illicit or prohibited goods;
- (c) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or
- (d) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods,

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.

21.18 War zones

The Ship shall not enter or remain in any zone which has been declared a war zone by any government entity or the Ship's war risk insurers except with prior written notification to the Agent and provided that the Borrower has delivered to the Agent written evidence satisfactory to it that any requirements of the Ship's insurers necessary to ensure that the Ship remains properly insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums) are complied with.

22 Insurance

The Borrower undertakes that this clause 22 shall be complied with in relation to the Ship and its Insurances throughout the relevant Ship's Mortgage Period.

22.1 Insurance terms

In this clause 22:

excess risks means the proportion (if any) of claims for general average, collision liability, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

excess war risk P&I cover means cover for claims in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

hull cover means insurance cover against the risks identified in clause 22.2(a) (*Coverage required*).

minimum hull cover means an amount equal at the relevant time to 120% of the Available Facility.

P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

22.2 Coverage required

The Ship (including its hull and machinery, hull interest, freight interest, disbursements and/or increased value) shall at all times be insured at the Borrower's cost:

- (a) against fire and usual marine risks (including excess risks) and war risks (including war protection and indemnity risks (including crew) and terrorism risks, piracy and confiscation risks) on an agreed value basis, for the higher of its minimum hull cover and its market value (and provided that (i) the insured value under the hull and machinery policy shall be for no less than 80% of the agreed value referred to above and (ii) the balance of such agreed value may be covered by increased value insurance of which up to 33.33% may be represented by hull interest and freight interest);
- (b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than \$1,000,000,000 or, if lower, the maximum amount available in the relevant insurance market) and a freight, demurrage and defence cover;
- (c) against such other risks and matters which the Agent notifies it that it considers reasonable for a prudent ship-owner or operator to insure against at the time of that notice (and in any event and for so long as the Ship operates in the Gulf of Mexico, risks from "named windstorms" for operations in the Gulf of Mexico shall always be insured under the Insurances of the Ship to the extent normally subscribed to by the industry for similar units operating there); and
- (d) on terms which comply with the other provisions of this clause 22.

22.3 Placing of cover

The insurance coverage required by clause 22.2 (*Coverage required*) shall be:

- (a) in the name of the Borrower and (in the case of the Ship's hull cover) no other person (other than the Security Agent and any other Finance Party if required by the Majority Lenders, in which case, to the extent reasonably practicable in the insurance market, without liability on the part of the Security Agent or any such other Finance Party for premiums or calls) (unless such other person is approved and, if so required by the Agent (acting on the instructions of the Majority Lenders), has duly executed and delivered a first priority assignment of its interest in the Ship's Insurances to the Security Agent or the other Finance Parties in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires);
- (b) in dollars or another approved currency;

- (c) arranged through brokers approved by the Agent (acting on the instructions of the Majority Lenders, acting reasonably) or direct with insurers or protection and indemnity or war risks associations approved by the Agent (acting on the instructions of the Majority Lenders, acting reasonably); and
- (d) on terms approved by the Agent (acting reasonably) (and always applying the terms of the Institute Time Clauses 1/10/1983, equivalent Nordic Marine Insurance Plan of 2013 or equivalent International Hull Clauses if available in the insurance market) and with insurers or associations approved by the Agent (acting on the instructions of the Majority Lenders).

22.4 Deductibles

The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed \$1,000,000 or any other approved amount.

22.5 Mortgagee's insurance

- (a) The Borrower shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship on approved terms, or in considering or making claims under a mortgagee's interest insurance and a mortgagee's additional perils (pollution risks) cover for the benefit of the Finance Parties for an aggregate amount up to 110% per cent of the Available Facility at such time.
- (b) The Agent shall take out mortgagee's interest insurance (on the terms provided under clause 22.5(a)) prior to the first Utilisation for the Ship and keep such mortgagee's interest insurance in force in respect of the Ship throughout the Mortgage Period.

22.6 Fleet liens, set off and cancellations

If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

- (a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured; or
- (b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrower shall ensure that hull cover for the Ship is provided under a separate policy from any other vessels.

22.7 Payment of premiums

All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually by the Borrower and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

22.8 Details of proposed renewal of Insurances

At least 14 days before any of the Ship's Insurances are due to expire, the Agent shall be notified of the names of the brokers, insurers and associations proposed to be used for the renewal of such Insurances and the amounts, risks and terms in, against and on which the Insurances are proposed to be renewed.

22.9 Instructions for renewal

At least seven (7) days before any of the Ship's Insurances are due to expire, instructions shall be given to brokers, insurers and associations for them to be renewed or replaced on or before their expiry.

22.10 Confirmation of renewal

The Ship's Insurances shall be renewed upon their expiry in a manner and on terms which comply with this clause 22 and confirmation of such renewal given by approved brokers or insurers which shall be provided to the Agent at least five (5) days (or such shorter period as may be approved) before such expiry.

22.11 P&I guarantees

Any guarantee or undertaking required by any protection and indemnity or war risks association in relation to the Ship shall be provided when required by the association.

22.12 Insurance documents

The Agent shall be provided with pro forma copies of all insurance policies and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

22.13 Letters of undertaking

Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

22.14 Insurance Notices and Loss Payable Clauses

The interest of the Security Agent or any other Finance Parties as assignees of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the Borrower and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent or any other Finance Party if it is itself an assured).

22.15 Insurance correspondence

If so required by the Agent (acting on the instructions of the Majority Lenders), the Agent shall promptly be provided with copies of all written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

22.16 Qualifications and exclusions

All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

22.17 Independent report

If the Agent (acting on the instructions of the Majority Lenders) requires and obtains a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the adequacy of the Ship's Insurances then the Agent shall be provided promptly by the Borrower with such a report at no cost to the Agent or (if the Agent obtains such a report itself, which it shall be entitled to do) the Borrower shall reimburse the Agent for the cost of obtaining that report. The Borrower shall not bear the cost of more than one such report per Ship per calendar year, unless there is an Event of Default.

22.18 Collection of claims

All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

22.19 Employment of Ship

The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

22.20 Declarations and returns

If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

22.21 Application of recoveries

All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged in which case such sums shall be applied in reimbursement of such costs incurred.

22.22 Settlement of claims

Any claim under the Ship's Insurances for a Total Loss and any claim for Major Casualty shall only be settled, compromised or abandoned with prior approval of the Majority Lenders.

23 Minimum security value

The Borrower undertakes that this clause 23 will be complied with throughout the Facility Period.

23.1 Valuation of assets

For the purpose of the Finance Documents, the value at any time of the Ship obtained under clause 4 (*Conditions of Utilisation*), or any other asset over which additional security is provided under clause 23.13 (*Creation of additional security*), will be its value as most recently determined in accordance with this clause 23 or, if no such value has been obtained, its value determined under any valuation made pursuant to clause 4 (*Conditions of Utilisation*).

23.2 Valuation frequency

- (a) The Borrower shall provide valuations to the Agent at the following times:
 - (i) in respect of the Utilisation, dated not earlier than six (6) weeks prior to the Utilisation Date; and
 - (ii) and in any other case, valuations dated not later than the 31st of December or the 30th of June of each calendar year and not earlier than the date six (6) weeks prior to the 31st of December and the 30th of June of such calendar year respectively,and in each case otherwise in accordance with this clause 23.
- (b) The valuations provided pursuant to paragraph (a) above may be used for any other purpose for which valuations are required under the Finance Documents, provided that such valuations comply with the relevant requirements under this clause 24.
- (c) In addition to the validations required pursuant to paragraph (a) above and clause 18.2(a) (*Provision and contents of Compliance Certificates and valuations*), for the purpose of the Finance Documents (including for the purposes of clause 23.12 (*Security shortfall*)), valuation of the Ship or (before Utilisation) the Ship and each such other asset in accordance with this clause 23 may be required by the Majority Lenders at any time (but in any event not less frequently than twice per calendar year).

23.3 Expenses of valuation

The Borrower shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation under this clause 23, provided however that if no Event of Default has occurred and is continuing the Borrower shall bear the cost of the valuations of the Ship only twice per calendar year (save for any valuations made pursuant to clause 4 (*Conditions of Utilisation*)).

23.4 Valuations procedure

- (a) The value of the Ship shall be determined in accordance with, and by valuers approved and appointed in accordance with, this clause 23.
- (b) Additional security provided under clause 23.12(a)(i) (*Security Shortfall*) shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as determined in accordance with clause 23.13(*Creation of additional security*) or as may otherwise be agreed in writing by the Borrower and the Agent (on the instructions of all Lenders).

23.5 Currency of valuation

Valuations shall be provided by valuers in dollars or, if a valuer is of the view that the relevant type of vessel is generally bought and sold in another currency, in that other currency. If a valuation is provided in another currency, for the purposes of this Agreement it shall be converted into dollars at the Agent's spot rate of exchange for the purchase of dollars with that other currency as at the date to which the valuation relates.

23.6 Basis of valuation

Unless otherwise approved in accordance with clause 23.4(b)(*Valuations procedure*) or clause 23.13(a) (*Creation of additional security*), each valuation will be addressed to the Agent in its

capacity as such, it will be, not more than six (6) weeks old from its delivery to the Agent or from the date on which it is to be delivered and made:

- (a) without physical inspection (unless required by the Agent, acting on the instructions of the Majority Lenders);
- (b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and
- (c) without taking into account the benefit or detriment of any charter commitment.

23.7 Information required for valuation

The Borrower shall promptly provide to the Agent and any such valuer any information which they reasonably require for the purposes of providing such a valuation.

23.8 Approved Brokers

All valuers must be Approved Brokers. The Agent may from time to time notify the Borrower and the Lenders of any additional independent ship brokers which have been approved by the Borrower and the Agent (acting on the instructions of the Majority Lenders) as Approved Brokers for the purposes of this clause 23 and this Agreement, and the Majority Lenders may from time to time request the replacement of an Approved Broker.

23.9 Appointment of Approved Brokers

When a valuation is required for the purposes of this clause 23, the Agent (acting on the instructions of the Majority Lenders) or, if so approved at that time, the Borrower shall promptly appoint the relevant Approved Brokers to provide such a valuation. If the Borrower is approved to appoint the relevant Approved Brokers but fail to do so promptly, the Agent may appoint the relevant Approved Brokers to provide that valuation.

23.10 Number of valuers

- (a) Each valuation must be carried out by two (2) Approved Brokers both of whom shall be nominated by the Borrower. If the Borrower fails promptly to nominate an Approved Broker then the Agent may nominate that valuer.
- (b) If the two (2) valuations of the Ship made by two (2) Approved Brokers vary by more than 15%, then a third Approved Broker must be nominated by the Borrower to provide a valuation of the Ship. If the Borrower fails to promptly nominate such third Approved Broker, then the Agent (acting on the instructions of the Majority Lenders) may nominate that third Approved Broker.

23.11 Differences in valuations

- (a) If valuations provided by different Approved Brokers differ, the value of the relevant Ship for the purposes of the Finance Documents will be the arithmetic mean of those valuations.
- (b) If any Approved Broker provides a range of values for the Ship, the value of the Ship for the purposes of the Finance Documents will be the arithmetic mean of the values comprising such range.

23.12 Security shortfall

- (a) If at any time the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrower require that such deficiency be remedied. The Borrower shall then within 30 days of receipt of such notice ensure that the Security Value equals or exceeds the Minimum Value. For this purpose, the Borrower may:
 - (i) provide additional security over cash, and/or, following the approval of all Lenders, other assets, in accordance with this clause 23; or
 - (ii) cancel (at the Borrower's option) all or part of the Available Facility under clause 7.3 (*Voluntary cancellation*); or
 - (iii) prepay all or part of the Loan under clause 7.4 (*Voluntary prepayment*); or
 - (iv) carry out a combination of the above.
- (b) Any cancellation of part of the Available Facility pursuant to this clause 23.12 shall reduce the Total Commitments by the same amount and all the Commitments pro rata. Any cancellation or prepayment pursuant to clause 23.12(a)(ii), shall be made without any requirement as to any minimum amount required by clauses 7.3 (*Voluntary cancellation*) or 7.4 (*Voluntary prepayment*).

23.13 Creation of additional security

The value of any additional security which the Borrower offers to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value if and when:

- (a) that additional security and the asset over which it is created, its value and the method of its valuation have been approved by all Lenders (except in the case of otherwise approved first ranking security over cash in Dollars which shall be valued at par);
- (b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in substantially the same form as previously agreed (where relevant) or otherwise in an approved form and manner;
- (c) this Agreement has been unconditionally amended with such consequential amendments as required by the Agent acting reasonably; and
- (d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

23.14 Security release

If the Security Value shall at any time exceed the Minimum Value, and the Borrower shall previously have provided further security to the Security Agent and/or the other Finance Parties pursuant to clause 23.12 (*Security shortfall*), the Security Agent (on the instructions of the Agent) and the other Finance Parties shall, as soon as reasonably practicable after notice from the Borrower to do so and subject to being indemnified to their satisfaction against the cost of doing so, procure the release of any such further security specified by the Borrower provided that the Agent (acting on the instructions of the Majority Lenders) is satisfied that, immediately following such release, the Security Value will equal or exceed the Minimum Value and no other Event of Default shall have occurred and be continuing.

24 Chartering undertakings

The Borrower undertakes that this clause 24 will be complied with in relation to the Ship throughout the Mortgage Period.

24.1 Variations

Except for variations which (a) reduce the tenor of the Charter, (b) reduce the applicable charter rate in respect of the firm tenor of the Charter, (c) result in a charter rate during an extension of the tenor of the Charter which is materially less beneficial to the Borrower than the terms which at the time could be reasonably expected to be obtained on the open market for vessels of the same age and type as the relevant Ship and for charter commitments of a similar type and period, (d) in connection with the extension of the Charter would result in the Charterer being a Non-Acceptable Charterer, (e) change the scheduled dates for payment of charter hire under the Charter by more than 30 days or change the payment terms to payments in arrear, (f) result in any assignment, transfer or novation of a Charter Document whether from the Borrower or the relevant Charterer, (g) would result in the conversion of the Charter to a bareboat charter or an arrangement under which operational control over the Ship is passed to another person (unless operational control is passed to the Ship's Technical Manager) or (h) affect termination rights under the Charter, where, in each case, approval shall be required, the Borrower shall be entitled to amend or vary the Charter without approval. The Borrower shall notify the Agent of any variation of the Charter promptly upon such variation having been effected.

24.2 Releases and waivers

Subject to clause 24.1 (*Variations*), the Borrower may release any obligation of any other person under the Charter Documents, waive any breach of any such obligation or consent to anything which would otherwise be such a breach.

24.3 Termination by Borrower

Subject to clause 27.21 (*Charters*) and unless an Event of Default has occurred and is continuing, the Borrower shall be entitled, with prior notice to the Agent, to terminate or rescind any Charter Document or withdraw the Ship from service under the Charter or take any similar action, provided that prior to such termination or rescission the Debt Service Reserve Account has been funded in accordance with clause 25.2 (*Debt Service Reserve Account*).

24.4 Charter performance

The Borrower shall perform its obligations under the Charter Documents and use its reasonable endeavours to ensure that each other party to them performs their obligations under the Charter Documents.

24.5 Notice of assignment

The Borrower shall give notice of assignment of the Charter Documents to the other parties to such documents promptly upon execution of the relevant Charter Assignment in the form specified by the relevant Charter Assignment for the Ship and shall ensure that the Agent receives a copy of that notice acknowledged by each addressee in the form specified therein and any relevant Quiet Enjoyment Agreement as soon as practically possible after the relevant Charter Assignment has been executed by the Security Agent and any relevant counterparty to such documents, and in any event at the times required under clause 4 (*Conditions precedent*) and Schedule 3 (*Conditions precedent*) as applicable.

24.6 Payment of Charter Earnings

All Earnings which the Borrower is entitled to receive under the Charter Documents shall be paid into the Borrower's Earnings Account or, following an Event of Default, in the manner required by the Security Documents.

24.7 Quiet Enjoyment

If required by the charterer of a replacement charter commitment referred to in clause 27.21 (*Charters*) as a condition to entering into the same, the Lenders agree to instruct the Security Agent to enter into a quiet enjoyment agreement with such charterer on substantially the same terms as the Quiet Enjoyment Agreements in respect of any such replacement charter commitment.

25 Bank accounts

The Borrower undertakes that this clause 25 will be complied with throughout the Facility Period.

25.1 Earnings Accounts

- (a) The Borrower shall be the holder of one or more Accounts with an Account Bank which is designated as an **Earnings Account** for the purposes of the Finance Documents.
- (b) The Earnings of the Ship and all moneys payable to the Borrower under the Ship's Insurances shall be paid by the persons from whom they are due to an Earnings Account unless required to be paid to the Security Agent under the relevant Finance Documents.
- (c) The Borrower shall not withdraw amounts standing to the credit of an Earnings Account except as permitted by clause 25.1(d).
- (d) Subject to clause 25.1(e) and if there is no Event of Default which is continuing, amounts standing to the credit of the Earnings Accounts shall be at the free disposal of the Borrower and the Borrower may withdraw moneys from an Earnings Account for any purpose whatsoever which is permitted (or not prohibited) by the terms of this Agreement and the Finance Documents.
- (e) The Borrower shall procure that there is maintained, at all times throughout the Facility Period, in the Earnings Account, a minimum cash balance of no less than \$1,500,000.
- (f) The Borrower may place sums standing to the credit of their Earnings Accounts on deposit for a fixed period of up to three (3) months.

25.2 Debt Service Reserve Account

- (a) The Borrower shall open and maintain with the Account Bank an Account which is designated as **Debt Service Reserve Account** for the purposes of the Finance Documents.
- (b) For as long as the Ship is not subject to an Eligible Charter Agreement (under which it has been duly delivered) and unless waived by the Agent acting on the instructions of the Majority Lenders, the Borrower shall maintain a sum equal to six (6) months' Debt Service due at any time during the next six (6) months, where **Debt Service** means the aggregate of: (i) the amount of interest on the Loan payable by the Borrower under clauses 8.1 (*Calculation of interest*) and 8.2 (*Payment of interest*) where the applicable LIBOR for the relevant six (6) month period is that as at the most recent Interest Period commencement date and (ii) each principal amount scheduled to be repaid under clause 6.1 (*Repayment of Facility*), in each case during the relevant period (**Finance Costs**).

- (c) The Borrower may only withdraw amounts from the Debt Service Reserve Account:
 - (i) to pay Finance Costs that have fallen due, to the extent that there are insufficient credit balances in the Earnings Account to pay such Finance Costs in accordance with the Finance Documents; and
 - (ii) if the Ship becomes subject to an Eligible Charter Agreement; and
 - (iii) to transfer amounts in excess of the minimum balance described in paragraph (b) to the Earnings Account.

25.3 Other provisions

- (a) An Account may only be designated for the purposes described in this clause 25 if:
 - (i) it is situated in London, England, in Oslo, Norway or in any other jurisdiction acceptable to the Lenders;
 - (ii) such designation is made in writing by the Agent and acknowledged by the Borrower and specifies the names and addresses of the relevant Account Bank and the Account Holder(s) and the number and any designation or other reference attributed to the Account;
 - (iii) an Account Security has been duly executed and delivered by the relevant Account Holder(s) in favour of the Security Agent or the other Finance Parties;
 - (iv) any notice required by the Account Security to be given to the Account Bank has been given to, and acknowledged by, the Account Bank in the form required by the relevant Account Security; and
 - (v) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to the Account and the Account Security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to the Account and the relevant Account Security.
- (b) The rates of payment of interest and other terms regulating any Account will be a matter of separate agreement between the relevant Account Holder(s) and Account Bank. If an Account is a fixed term deposit account, the relevant Account Holder(s) may select the terms of deposits (subject to clause 25.1(f) (*Earnings Accounts*)) until the relevant Account Security has become enforceable and the Security Agent directs otherwise.
- (c) The relevant Account Holder(s) shall not close any Account or alter the terms of any Account from those in force at the time it is designated for the purposes of this clause 25 or waive any of its rights in relation to an Account except with approval.
- (d) The relevant Account Holder(s) shall, upon request by the Agent, deposit with the Security Agent all certificates of deposit, receipts or other instruments or securities relating to any Account, notify the Security Agent of any claim or notice relating to an Account from any other party and provide the Agent with any other information it may request concerning any Account.
- (e) Each Finance Party agrees that if it is the Account Bank in respect of an Account then there will be no restrictions on creating a Security Interest over that Account as contemplated by this Agreement and it shall not (except with the approval of the Majority

Lenders) exercise any right of combination, consolidation or set-off which it may have in respect of that Account in a manner adverse to the rights of the other Finance Parties.

26 Business restrictions

Except as otherwise approved by the Majority Lenders, each Obligor undertakes that throughout the Facility Period this clause 26 will be complied with by and in respect of each Group Member to which each of the provisions below is expressed to apply.

26.1 General negative pledge

- (a) In this clause 26.1, **Quasi-Security** means an arrangement or transaction described in clause 26.1(d).
- (b) The Borrower shall not permit any Security Interest to exist, arise or be created or extended over all or any part of its assets except for Permitted Security Interests.
- (c) (Without prejudice to clauses 26.2 (*Financial Indebtedness*) and 26.6 (*Disposals*)), the Borrower shall not:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby that asset is or may be leased to, or re-acquired by, any other Group Member other than pursuant to disposals permitted under clause 26.6 (*Disposals*);
 - (ii) sell, transfer, factor or otherwise dispose of any of its receivables on recourse terms (except for the discounting of bills or notes in the ordinary course of business);
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (d) Clauses 26.1(b) and 26.1(c) above do not apply to any Security Interest or (as the case may be) Quasi-Security, listed below:
 - (i) those granted or expressed to be granted by any of the Security Documents; and
 - (ii) Permitted Maritime Liens.

26.2 Financial Indebtedness

The Borrower shall not incur or permit to exist, any Financial Indebtedness owed by it to anyone else except:

- (a) Financial Indebtedness incurred under the Finance Documents;
- (b) Financial Indebtedness owed to a Guarantor (provided that any such Financial Indebtedness owed by the Borrower is unsecured and is subordinated to the Finance Documents on terms approved by the Majority Lenders and which (for the avoidance of doubt) will include provisions restricting any payments being made in relation to such Financial Indebtedness whilst an Event of Default is continuing);
- (c) Financial Indebtedness permitted under clause 26.3 (*Guarantees*); and

- (d) Financial Indebtedness permitted under clause 26.4 (*Loans and credit*).

26.3 Guarantees

The Borrower shall not give or permit to exist, any guarantee by it in respect of indebtedness of any person or allow any of its indebtedness to be guaranteed by anyone else except:

- (a) guarantees of obligations of Affiliates that are not Financial Indebtedness or obligations prohibited by any Finance Document;
- (b) guarantees in favour of its own trade creditors given in the ordinary course of its business or in order to avoid the creation of, or to release, a Permitted Maritime Lien; and
- (c) guarantees which are Financial Indebtedness permitted under clause 26.2 (*Financial Indebtedness*).

26.4 Loans and credit

The Borrower shall not make, grant or permit to exist any loans or any credit by it to anyone else other than:

- (a) loans or credit to another Borrower or Guarantor permitted under clause 26.2 (*Financial Indebtedness*); and
- (b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities

26.5 Bank accounts, operating leases and other financial transactions

The Borrower shall not:

- (a) maintain any current or deposit account with a bank or financial institution except for the Accounts and the deposit of money, operation of current accounts and the conduct of electronic banking operations through the Accounts;
- (b) hold cash in any account other than the Accounts;
- (c) enter into any obligations under operating leases relating to assets; or
- (d) be party to any banking or financial transaction, whether on or off balance sheet, that is not expressly permitted under this clause 26.

26.6 Disposals

The Borrower shall not enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any asset except for any of the following disposals so long as they are not prohibited by any other provision of the Finance Documents:

- (a) disposals of assets made in (and on terms reflecting) the ordinary course of trading of the disposing entity;
- (b) disposals of obsolete assets, or assets which are no longer required for the purpose of the business of the relevant Borrower, in each case for cash on normal commercial terms and on an arm's length basis;

- (c) disposals permitted by clauses 26.1 (*General negative pledge*), 26.2 (*Financial Indebtedness*) or 20.2 (*Sale or other disposal of the Ship*); and
- (d) the application of cash or cash equivalents in the acquisition of assets or services in the ordinary course of its business.

26.7 **Contracts and arrangements with Affiliates**

The Borrower shall not be party to any arrangement or contract with any of its Affiliates (other than in respect of intra-Group loans, to the extent expressly permitted by the other provisions of this clause 26 (*Business restrictions*)) unless such arrangement or contract is on an arm's length basis.

26.8 **Subsidiaries**

The Borrower shall not establish or acquire a company or other entity.

26.9 **Acquisitions and investments**

The Borrower shall not acquire any person, business, assets or liabilities or make any investment in any person or business or enter into any joint-venture arrangement except:

- (a) capital expenditures or investments related to maintenance of the Ship in the ordinary course of its business;
- (b) acquisitions of assets in the ordinary course of business (not being new businesses or vessels);
- (c) the incurrence of liabilities in the ordinary course of its business;
- (d) any loan or credit not otherwise prohibited under this Agreement; or
- (e) pursuant to any Finance Documents or any Charter Documents to which it is party.

26.10 **Reduction of capital**

The Borrower shall not redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

26.11 **Distributions and other payments**

The Borrower shall not:

- (a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants for the time being in issue; or
- (b) make any payment (including by way of set-off, combination of accounts or otherwise) by way of interest, or repayment, redemption, purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

except if at the time of the declaration and at the time of the payment of any such dividend, distribution or other payment, no Event of Default is continuing nor would result from the

declaration or payment of the same (including for the avoidance of doubt any breach of the Financial Covenants).

27 **Events of Default**

Each of the events or circumstances set out in clauses 27.1 (*Non-payment*) to 27.22 (*Breach of Ministerial Decision*) is an Event of Default.

27.1 **Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable provided however that no Event of Default shall occur if a Payment Disruption Event has occurred and such payment is made within three (3) Business Days of the due date.

27.2 **Financial covenants**

The Obligors do not comply with any Financial Covenant or clause 18.1 (*Financial statements*).

27.3 **Value of security**

The Borrower does not comply with clause 23.12 (*Security shortfall*).

27.4 **Insurance**

- (a) The Insurances of the Ship are not placed and kept in force in the manner required by clause 22 (*Insurance*).

- (b) Any insurer either:
 - (i) cancels any such Insurances and such Insurances are not immediately replaced by the Borrower to the full satisfaction of all the Lenders; or
 - (ii) disclaims liability under them by reason of any mis-statement or failure or default by any person.

27.5 Other obligations

- (a) An Obligor or a Manager does not comply with any provision of the Finance Documents, except for the following provisions:
 - (i) those referred to in clauses 27.1 (*Non-payment*), 27.2 (*Financial covenants; liquidity*), 27.3 (*Value of security*) and 27.4 (*Insurance*) or any other provision of this clause 27); and
 - (ii) those of clause 19.12 (*Sanctions*).
- (b) No Event of Default under clause 27.5(a) above will occur if the Agent (acting on the instructions of the Majority Lenders) considers that the failure to comply is capable of remedy and the failure is remedied within twenty (20) days of the earlier of (A) the Agent giving notice to the Borrower and (B) the Borrower becoming aware of the failure to comply.

27.6 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document (excluding the representations under clause 17.32 (*Sanctions*)) is or proves to have been incorrect or misleading when made or deemed to be made, unless the same is capable of remedy and is remedied within twenty (20) days of the earlier of (a) the Agent giving notice to the Borrower and (b) the Borrower becoming aware of the same.

27.7 Cross default

- (a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of that Obligor as a result of an event of default (however described).
- (d) The counterparty to a Treasury Transaction entered into by any Obligor becomes entitled to terminate that Treasury Transaction early by reason of an event of default (however described).
- (e) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of that Obligor due and payable prior to its specified maturity as a result of an event of default (however described).
- (f) No Event of Default will occur under this clause 27.7 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 27.7(a) to 27.7(e) above is:
 - (i) less than \$10,000,000 (or its equivalent in any other currency or currencies) in respect of any Guarantor; and/or
 - (ii) less than \$1,000,000 (or its equivalent in any other currency or currencies) in respect of any other Obligor.

27.8 Insolvency

- (a) An Obligor is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

27.9 Insolvency proceedings

- (a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
 - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Obligor or any of its assets (including the directors of any Obligor requesting a person to appoint any such officer in relation to it or any of its assets); or
 - (iv) enforcement of any Security Interest over any assets of any Obligor,or any analogous procedure or step is taken in any jurisdiction.
- (b) Clause 27.9(a) shall not apply to any winding-up petition (or analogous procedure or step) which is frivolous or vexatious and is discharged, stayed or dismissed within fifteen (15) days of commencement or, if earlier, the date on which it is advertised.

27.10 Creditors' process

- (a) Any expropriation, attachment, sequestration, execution or analogous process affects any asset or assets of any Obligor having an aggregate value equal to or in excess of \$10,000,000 (or the equivalent in any other currency) in respect of any of the Guarantors and/or \$1,000,000 (or the equivalent in any other currency) in respect of any other Obligor, and is not discharged within thirty (30) days.
- (b) Any judgment or order for an amount in excess of \$10,000,000 (or the equivalent in any other currency) in respect of any of the Guarantors and/or \$1,000,000 (or the equivalent in any other currency) in respect of any other Obligor, is made against any Obligor and is not stayed or complied with within thirty (30) days.

27.11 Unlawfulness and invalidity

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be effective.
- (b) Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.
- (c) Any Finance Document or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be in full force and effect or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.
- (d) Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

27.12 Cessation of business

Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business (except in the case of the Borrower as a result of the sale of its Ship in accordance with, and subject to, the provisions of this Agreement).

27.13 Expropriation

The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets.

27.14 Repudiation and rescission of Finance Documents

An Obligor repudiates a Finance Document.

27.15 Litigation

Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place against any Obligor or any of its assets, rights or revenues which, if adversely determined, might reasonably be expected to have a Material Adverse Effect.

27.16 Material Adverse Effect

Any event or circumstance or series of events (including any Environmental Incident or any change of law) occurs which the Majority Lenders reasonably believe has, or is reasonably expected to have, a Material Adverse Effect.

27.17 Security enforceable

Any Security Interest (other than a Permitted Maritime Lien) in respect of Charged Property becomes enforceable.

27.18 Arrest of Ship

The Ship is arrested, confiscated, seized, taken in execution, impounded, forfeited, detained in exercise or purported exercise of any possessory lien or other claim and the Borrower fails to procure the release of the Ship within a period of 30 days thereafter (or such longer period as may be approved).

27.19 Ship registration

Except with approval of the Majority Lenders, the registration of the Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if the Ship is only provisionally registered on the date of its Mortgage, the Ship is not permanently registered under such laws within 90 days of such date.

27.20 Political risk

The Flag State of the Ship or any Relevant Jurisdiction of an Obligor becomes involved in hostilities or civil war or there is a seizure of power in the Flag State or any such Relevant Jurisdiction by unconstitutional means if, in any such case, such event or circumstance, has or might reasonably be expected to have, a Material Adverse Effect and, within 14 days of notice from the Agent to do so (or such longer period as may be approved), such action as the Agent may require to ensure that such event or circumstance will not have such an effect has not been taken by the Borrower.

27.21 Charters

- (a) Except with approval of the Majority Lenders, the Charter (which shall include any charter commitment that replaces the Charter pursuant to this clause 27.21) is terminated, cancelled or rescinded or (except as a result of the Ship being a Total Loss) frustrated or the Ship is withdrawn from service under the Charter before the time that Charter was scheduled to expire, **provided however that** no Event of Default shall occur under this clause 27.21 in relation to the Charter or the Ship if, within three (3) Business Days of such termination, cancellation, rescission, frustration or withdrawal, the Borrower has funded the Debt Service Reserve Account in accordance with clause 25.2(b) (*Debt Service Reserve Account*).
- (b) For the avoidance of doubt, any moneys standing to the credit of the Debt Service Reserve Account may be released when an Eligible Charter Agreement has been entered into and the Ship delivered thereunder and the Borrower has granted in favour of the Security Agent a Security Interest in respect of such charter commitment in a document in an agreed form and will provide and has delivered to the Agent in respect of the same, any documents and evidence of the nature described in Schedule 3 (Conditions precedent) as reasonably required by the Agent.

27.22 Breach of Ministerial Decision

If the Flag State of the Ship is the Hellenic Republic, the Borrower commits any breach of the Ministerial Decision with respect to the Ship or cancels or varies such Ministerial Decision except with approval.

27.23 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent shall, if so directed by the Majority Lenders, by notice to the Borrower:

- (a) cancel the Total Commitments at which time they shall immediately be cancelled; and/or
- (b) declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
- (c) declare that all or part of the Loan be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or
- (d) declare that no withdrawals be made from any Account; and/or
- (e) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

28 Changes to the Lenders

28.1 Assignments by the Lenders

Subject to this clause 28, a Lender (the **Existing Lender**) may assign any of its rights to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

28.2 Conditions of assignment

- (a) The prior written consent of the Borrower is required for an assignment by a Lender, unless (i) the assignment is to another Lender or an Affiliate of a Lender or (ii) an Event of Default is continuing. The Agent will promptly advise the Borrower of the assignment.
- (b) The Borrower' and Guarantors' consent may not be unreasonably withheld or delayed and will be deemed to have been given five (5) Business Days after the Lender has requested consent unless consent is expressly refused within that time. Provided however that the Borrower shall be entitled to withhold such consent in their discretion if the assignment is to a trust or fund.
- (c) An assignment will only be effective:
 - (i) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the Borrower and the other Finance Parties as it would have been under if it was the Existing Lender;
 - (ii) on the New Lender entering into any documentation required for it to accede as a party to any Security Document to which the Existing Lender is a party in its capacity as a Lender and, in relation to such Security Documents, completing any filing, registration or notice requirements;
 - (iii) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the New Lender and the Existing Lender; and
 - (iv) if an assignment takes effect after Utilisation, the assignment of an Existing Lender's participation in the Utilisation (if any) under the Facility shall take effect in respect of the same fraction of each such Utilisation under the Facility;
 - (v) if that Existing Lender assigns equal fractions of its Commitment and participation in the Facility; and
 - (vi) (save for an assignment where the consent of the Borrower is not required under clause 28.2(a)) if the total amount of participations and Commitments of the Existing Lender being assigned is not less than \$10,000,000 (or its entire participations and Commitments if lower than \$10,000,000).
- (d) Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
- (e) If:
 - (i) a Lender transfers any of its rights or obligations or assigns any of its rights under the Finance Documents or changes its Facility Office; and

- (ii) as a result of circumstances existing at the date the transfer, assignment or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the transfer, assignment or change had not occurred unless the transfer, assignment or change is made by the Lender with the Borrower' agreement to mitigate any circumstances giving rise to a Tax Payment or increased cost, or a right to be prepaid and/or cancelled by reason of illegality.

28.3 Fee

The New Lender shall, on the date upon which an assignment takes effect, pay to the Agent (for its own account) a fee of \$5,000.

28.4 Limitation of responsibility of Existing Lenders

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
 - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
 - (ii) the financial condition of any Obligor;
 - (iii) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents;
 - (iv) the application of any Basel II Regulation or any Basel III Regulation to the transactions contemplated by the Finance Documents; or
 - (v) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document, and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
 - (i) has made (and shall continue to make) its own independent investigation and assessment of:
 - (A) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and
 - (B) the application of any Basel II Regulation or any Basel III Regulation to the transactions contemplated by the Finance Documents;

and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document;

- (ii) will continue to make its own independent appraisal of the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; and

- (iii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
 - (i) accept a re-assignment from a New Lender of any of the rights assigned under this clause 28; or
 - (ii) support any Losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or by reason of the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents or otherwise.

28.5 Procedure for assignment

- (a) Subject to the conditions set out in clause 28.2 (*Conditions of assignment*) an assignment may be effected in accordance with clause 28.5(d) below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under clause 28.2(c) (*Conditions of assignment*) which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to clause 28.5(b) as soon as reasonably practicable after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document. The Obligors and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on their behalf without any consultation with them.
- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) The Obligors and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on their behalf without any consultations with them.
- (d) Subject to clause 28.8 (*Pro rata interest settlement*), on the Transfer Date:
 - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;
 - (ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and
 - (iii) the New Lender shall become a Party to the Finance Documents as a “Lender for the purposes of all the Finance Documents and will be bound by obligations equivalent to the Relevant Obligations.
- (e) Lenders may utilise procedures other than those set out in this clause 28.5 (*Procedure for assignment*) to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with clauses 28.5 (*Procedure for*

assignment) to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clause 28.2 (*Conditions of assignment*).

28.6 Copy of Transfer Certificate to Borrowers

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under clause 28.2(c) (*Conditions of assignment*), send a copy of that Transfer Certificate and such other documents to the Borrower.

28.7 Security over Lenders' rights

In addition to the other rights provided to Lenders under this clause 28.7, each Lender may without consulting with or obtaining consent from an Obligor, at any time charge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

- (a) any charge, assignment or other Security Interest to secure obligations to a federal reserve or central bank; and
- (b) in the case of any Lender which is a fund, any charge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities, except that no such charge, assignment or Security Interest shall:
 - (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security Interest for the Lender as a party to any of the Finance Documents; or
 - (ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

28.8 Pro rata interest settlement

If the Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any assignment pursuant to clause 28.5 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

- (a) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (**Accrued Amounts**) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six (6) months, on the next of the dates which falls at six monthly intervals after the first day of that Interest Period); and
- (b) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
 - (i) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and

- (ii) the amount payable to the New Lender on that date will be the amount which would, but for the application of this clause 28.8, have been payable to it on that date, but after deduction of the Accrued Amounts.

29 Changes to the Obligors/Restriction on Debt Purchase Transactions

29.1 Changes to the Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents without the prior written consent of all the Lenders.

29.2 Prohibition on Debt Purchase Transactions by the Group

The Obligors shall not, and the Borrower shall procure that each Group Member shall not, enter into any Debt Purchase Transaction or be a Lender or beneficially own all or any part of the share capital of a company that is or is to be a Lender or a party to a Debt Purchase Transaction of the type referred to in the definition of Debt Purchase Transaction.

30 Roles of Agent, Security Agent and Arrangers

30.1 Appointment of the Agent

- (a) Each other Finance Party (other than the Security Agent) appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each other Finance Party (other than the Security Agent) authorises the Agent:
 - (i) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and
 - (ii) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.
- (c) The Agent accepts its appointment under clause 30.1(a) as agent for the Finance Parties (for so long as they are Finance Parties) on and subject to the terms of this clause 30, and any Finance Documents to which it is a Party.

30.2 Instructions to Agent

- (a) The Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:
 - (A) all Lenders or the Majority Lenders (as the case may be) if the relevant Finance Document stipulates the matter requires such decision; and
 - (B) in all other cases, the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph 30.2(a)(i) above.

- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent may refrain from acting unless and until it receives those instructions or that clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.
- (d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
- (f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause (f) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

30.3 Duties of the Agent

- (a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

- (b) The Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (c) Without prejudice to clause 28.6 (*Copy of Transfer Certificate to Borrowers*), clause 30.3(b) shall not apply to any Transfer Certificate.
- (d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or an Arranger or the Security Agent for their own account) under this Agreement it shall promptly notify the other Finance Parties.
- (g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

30.4 **Role of the Arrangers**

Except as specifically provided in the Finance Documents and the Arrangers have no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

30.5 **No fiduciary duties**

- (a) Nothing in this Agreement constitutes the Agent and the Arrangers as a trustee or fiduciary of any other person.
- (b) None of the Agent, the Security Agent and the Arrangers shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account or have any obligations to the other Finance Parties beyond those expressly stated in the Finance Documents.

30.6 **Business with the Group**

The Agent, the Security Agent and the Arrangers may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or other Group Member or their Affiliates and shall not be obliged to account to the other Finance Parties for any profits.

30.7 **Rights and discretions of the Agent**

- (a) The Agent may:
 - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised and on any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his/her knowledge or within his/her power to verify; and
 - (ii) assume that:
 - (A) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and
 - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
 - (iii) rely on a certificate from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,
- as sufficient evidence that that is the case and, in the case of paragraph (i) above, may assume the truth and accuracy of that certificate.

- (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the other Finance Parties) that:
- (i) no Default has occurred (unless it has actual knowledge of a Default arising under clause 27.1 (*Non-payment*));
 - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders (whether Majority Lenders or all the Lenders or otherwise) has not been exercised; and
 - (iii) any notice or request made by the Borrower (other than the Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.
- (c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts in the conduct of its obligations and responsibilities under the Finance Documents.
- (d) Without prejudice to the generality of clause 30.7(c) or clause 30.7(e), the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.
- (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party and whether or not liability thereunder is limited by reference to monetary cap or otherwise) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying except where such damages, costs or losses to any person, such diminution in value or such liability are directly caused by the gross negligence or wilful misconduct of the Agent acting alone and on its own discretion without instructions from any Lender under the provisions of the Finance Documents.
- (f) The Agent may act in relation to the Finance Documents through its personnel and agents.
- (g) Unless a Finance Document expressly provides otherwise, the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality. The Agent and any Arranger may do anything which in its opinion, is necessary or desirable to comply with any law or regulation of any jurisdiction.
- (i) Without prejudice to the generality of clause 30.7(h), the Agent may (but is not obliged) disclose the identity of a Defaulting Lender to the other Finance Parties and the Borrower and the Agent shall disclose the same upon the written request of the Majority Lenders
- (j) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

- (k) Neither the Agent nor any Arranger shall be obliged to request any certificate, opinion or other information under clause 18 (*Information undertakings*) unless so required in writing by a Lender, in which case the Agent shall promptly make the appropriate request of the Borrower if such request would be in accordance with the terms of this Agreement.

30.8 Responsibility for documentation and other matters

Neither the Agent nor any Arranger is responsible or liable for:

- (a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, any Arranger, an Obligor or any other person given in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or of any representations in any Finance Document or of any copy of any document delivered under any Finance Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, any Charter Document, any Building Contract Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document, any Charter Document or any Building Contract Document;
- (c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;
- (d) any loss to the Trust Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;
- (e) accounting to any person for any sum or the profit element of any sum received by it for its own account;
- (f) the failure of any Obligor or any other party to perform its obligations under any Finance Document, any Charter Document, any Building Contract Document or the financial condition of any such person;
- (g) ascertaining whether all deeds and documents which should have been deposited with it (or the Security Agent and/or any other beneficiary of a Security Document) under or pursuant to any of the Security Documents have been so deposited;
- (h) investigating or making any enquiry into the title of any Obligor to any of the Charged Property or any of its other property or assets;
- (i) failing to register any of the Security Documents with the Registrar of Companies or any other public office;
- (j) failing to register any of the Security Documents in accordance with the provisions of the documents of title of any Obligor to any of the Charged Property;
- (k) failing to take or require any Obligor to take any steps to render any of the Security Documents effective as regards property or assets outside England or Wales or to secure the creation of any ancillary charge under the laws of the jurisdiction concerned;

- (l) (unless it is the same entity as the Security Agent) the Security Agent and/or any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under the Security Documents;
- (m) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise;
- (n) making any investigation in respect of or in any way be liable whatsoever for the existence, accuracy or sufficiency of any legal or other opinions, reports, certificates or investigations delivered or obtained or required to be delivered or obtained at any time in connection herewith;
- (o) any unsuitability, inadequacy or unfitness of any Charged Property as security for the Loan and shall not be obliged to make any investigation into, and shall be entitled to assume, the suitability, adequacy and fitness of the Charged Property as security for the Loan; or
- (p) any damage to or any unauthorised dealing with the Charged Property nor shall it have any responsibility or liability arising from the fact that the Charged Property, or documents relating thereto, may be registered in its name or held by it or any other bank or agent selected by the Agent or the Security Agent.

30.9 No duty to monitor

The Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

30.10 Exclusion of liability

- (a) Without limiting clause 30.10(b) (and without prejudice to any other provision of the Finance Documents excluding or limiting the liability of the Agent) the Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever and other than as specified below) for:
 - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Charged Property, unless directly caused by its gross negligence or wilful default. For the avoidance of doubt and notwithstanding anything contained in the Finance Documents, the Agent shall not in any event be liable for any indirect or consequential loss (including, without limitation, loss of profit, business or goodwill) regardless of whether it was informed of the likelihood of such loss and irrespective of whether any such claim is made for breach of contract, in tort or otherwise;
 - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Charged Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Charged Property unless directly caused by the gross negligence or wilful default of the

Agent and in the course of the exercise or non-exercise by it of any right, power, authority or discretion given to it expressly under a Finance Document; or

- (iii) without prejudice to the generality of paragraphs (a) and (b) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Payment Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

- (b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this clause 30.10 subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Agent or any Arranger to carry out:
- (i) any “know your customer” or other checks in relation to any person; or
- (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender,

on behalf of any Lender and each Lender confirms to the Agent and the Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or any Arranger.

- (e) Without prejudice to any provision of any Finance Document excluding or limiting the Agent’s liability, any liability of the Agent arising under or in connection with any Finance Document or the Charged Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

30.11 Lenders' indemnity to the Agent and Security Agent

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against:
 - (i) any Losses for negligence or any other category of liability whatsoever incurred by the Agent in the circumstances contemplated pursuant to clause 33.11 (*Disruption to Payment Systems etc.*) (except if caused solely by the Agent's gross negligence or wilful misconduct or any claim based on the fraud of the Agent) notwithstanding the Agent's negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent; and
 - (ii) any other Losses (otherwise than by reason of the Agent's gross negligence or wilful default) including the costs of any person engaged in accordance with clause 30.7 (*Rights and discretions of the Agent*) and any Receiver and any Delegate in acting as its agent under the Finance Documents,

in each case incurred by the Agent in acting as such under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document or out of the Trust Property) and this clause 30.11 as applied in favour of the Security Agent pursuant to clause 30.21 (*Application of certain clauses to Security Agent*) shall be without prejudice to any right to indemnity by law given to trustees generally and any other indemnity in the Security Agent's favour in any other Finance Document.

The indemnities contained in this clause 30.11 shall survive the termination or discharge of this Agreement for a period of four calendar years from the irrevocable and unconditional payment of all sums owing by the Obligors to the Finance Parties under this Agreement and the other Finance Documents.

- (b) Subject to clause 30.11(c), the Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to clause 30.11(a).
- (c) Clause 30.11(b) shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to an Obligor.

30.12 Resignation of the Agent

- (a) The Agent may without giving any reason therefor resign and appoint one of its Affiliates as successor by giving notice to the Lenders, the Security Agent and the Borrower.
- (b) Alternatively the Agent may without giving any reason therefor resign by giving 30 days' notice to the other Finance Parties and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with clause 30.12(b) above within 30 days after notice of resignation was given, the retiring Agent (after consultation with the Borrower) may appoint a successor Agent.
- (d) The retiring Agent shall, either at the Lenders' expense if it has been required to resign pursuant to clause 30.13 (*Replacement of the Agent*) or otherwise at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Borrower shall, within three Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.

- (e) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (f) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 30.12(d)) but shall remain entitled to the benefit of clause 14.3 (*Indemnity to the Agent, Security Agent*) and this clause 30 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (g) The Agent shall resign in accordance with paragraph 30.12(b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph 30.12(c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
 - (i) the Agent fails to respond to a request under clause 12.5 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
 - (ii) the information supplied by the Agent pursuant to clause 12.5 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
 - (iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) the Borrower or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

30.13 Replacement of the Agent

- (a) After consultation with the Borrower, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent.
- (b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 30.13(b)) (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

30.14 Confidentiality

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its department, division or team directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions, departments or teams.
- (b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.
- (c) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to disclose to any other person (i) any Confidential Information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

30.15 Relationship with the Lenders

- (a) Subject to clause 28.8 (*Pro rata interest settlement*) the Agent may treat the person shown in its records as each Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as a Lender acting through its Facility Office:
 - (i) entitled to or liable for any payment due under any Finance Document on that day; and
 - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted under clause 35.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address, department and officer by that Lender for the purposes of clause 35.2 (*Addresses*) and clause 35.5 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.
- (c) Each Lender shall supply the Agent with any information that the Agent may reasonably specify as being necessary or desirable to enable the Agent or the Security Agent to perform its functions as Agent or Security Agent.
- (d) Each Lender shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

30.16 Credit appraisal by the Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to each other Finance Party that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of each Obligor and other Group Member;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, any Charter Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document, any Charter Document or any Building Contract Document;
- (c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;
- (d) whether any Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Charged Property;
- (e) the adequacy, accuracy and/or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, any Charter Document or any Building Contract Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document, any Charter Document or any Building Contract Document; and
- (f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of the Security Documents or the existence of any Security Interest affecting the Charged Property.

30.17 Agent's management time and additional remuneration

- (a) Any amount payable to the Agent under clause 14.3 (*Indemnity to the Agent and Security Agent*), clause 16 (*Costs and expenses*) and clause 30.11 (*Lenders' indemnity to the Agent*) (and in the case of the Security Agent, as extended to it by virtue of clause 30.21 (*Application of certain clauses to Security Agent*)) shall include the cost of utilising the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Borrower and the Lenders, and is in addition to any fee paid or payable to the Agent under clause 11 (*Fees*).
- (b) Without prejudice to clause (a), in the event of:
 - (i) a Default;
 - (ii) the Agent being requested by an Obligor or the Majority Lenders to undertake duties which the Agent and the Borrower agree to be of an exceptional nature or outside the scope of the normal duties of the Agent under the Finance Documents; or
 - (iii) the Agent and the Borrower agreeing that it is otherwise appropriate in the circumstances,

the Borrower shall pay to the Agent any additional remuneration that may be agreed between them or determined pursuant to clause 30.17(c).

- (c) If the Agent and the Borrower fails to agree upon the nature of the duties, or upon the additional remuneration referred to in clause 30.17(b) or whether additional remuneration is appropriate in the circumstances, any dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Agent and approved by the Borrower or, failing approval, nominated (on the application of the Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Borrower) and the determination of any investment bank shall be final and binding upon the Parties.

30.18 Deduction from amounts payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

30.19 Common parties

Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the Finance Parties and (as appropriate) security agent and trustee for the Finance Parties. Where any Finance Document provides for the Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

30.20 Security Agent

- (a) Each other Finance Party appoints the Security Agent to act as its agent and (to the extent permitted under any applicable law) trustee under and in connection with the Security Documents and confirms that the Security Agent shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to the beneficiaries of those Security Documents.

- (b) Each other Finance Party authorises the Security Agent:
- (i) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Security Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and
 - (ii) to execute each of the Security Documents and all other documents that may be approved by the Agent and/or the Majority Lenders for execution by it.
- (c) The Security Agent accepts its appointment under this clause 30.20 (*Security Agent*) as trustee of the Trust Property with effect from the date of this Agreement and declares that it holds the Trust Property on trust for itself, the other Finance Parties (for so long as they are Finance Parties) on and subject to the terms set out in clauses 30.20 - 30.32 (*Indemnity from Trust Property*) (inclusive) and the Security Documents to which it is a party.

30.21 Application of certain clauses to Security Agent

- (a) Clauses 30.7 (*Rights and discretions of the Agent*), 30.8 (*Responsibility for documentation and other matters*), 30.9 (*No duty to monitor*), 30.10 (*Exclusion of liability*), 30.11 (*Lenders' indemnity to the Agent*), 30.12 (*Resignation of the Agent*), 30.13 (*Replacement of the Agent*), 30.14 (*Confidentiality*), 30.15 (*Relationship with the Lenders*), 30.16 (*Credit appraisal by the Lenders*), 30.17 (*Agent's management time and additional remuneration*) and 30.18 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the Security Agent in its capacity as such and for that purpose each reference to the "Agent" in these clauses shall extend to include in addition a reference to the "Security Agent" in its capacity as such and, in clause 30.7 (*Rights and discretions of the Agent*), references to the Lenders and a group of Lenders shall refer to the Agent.
- (b) In addition, clause 30.12 (*Resignation of the Agent*) and clause 30.13 (*Replacement of the Agent*) shall, for the purposes of its application to the Security Agent pursuant to clause 30.21(a), have the following additional sub-clause inserted after them:
- "At any time after the appointment of a successor, the retiring Security Agent shall do and execute all acts, deeds and documents reasonably required by its successor to transfer to it (or its nominee, as it may direct) any property, assets and rights previously vested in the retiring Security Agent pursuant to the Security Documents and which shall not have vested in its successor by operation of law. All such acts, deeds and documents shall be done or, as the case may be, executed at the cost of the Borrower (except where the Security Agent is retiring under clause 30.12(a) as extended to it by clause 30.21(a), in which case such costs shall be borne by the Lenders (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero))."
- (c) Clause 30.7(e) shall, for the purposes of its application to the Security Agent pursuant to clause 30.21(a), read as follows:
- "The Security Agent may, at the cost of the Borrower, rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Security Agent or by any other Party), whether or not liability thereunder is limited by reference to monetary cap or otherwise, and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying."
- (d) Clause 30.10 (*Exclusion of liability*) shall, for the purposes of its application to the Security Agent pursuant to clause 30.21(a), include the following after sub clause 30.10(a)(iii)(B):
- "(C) any shortfall which arises on the enforcement or realisation of the Security Interests created by the Finance Documents."
- (e) Clause 30.14 (*Confidentiality*) shall, for the purposes of its application to the Security Agent pursuant to clause 30.21(a), be read and construed as to refer to "its agency and trust department" instead of "its department, division or team directly responsible for the management of the Finance Documents".
- (f) Without prejudice to the generality of any other provision of this Agreement or any other Security Document, the entry into possession of the Charged Property shall not render the Security Agent or any Receiver or any Delegate liable to account as mortgagee in possession thereunder (or its equivalent in any other applicable jurisdiction) or take any action which would expose it to any liability in respect of Environmental Claims in respect of which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or to be liable for any loss on realisation or for any default or omission on realisation or for

any default or omission for which a mortgagee in possession might be liable unless such loss, default or omission is caused by its own gross negligence or wilful default.

- (g) The Security Agent shall not be bound to take any steps to ascertain whether any event, condition or act, the happening of which would cause a right or remedy to become exercisable by the Security Agent or any agent under this Agreement or the other Security Documents has happened or to monitor or supervise the observance and performance by the Borrower, any agent or any of the other parties thereto of their respective obligations thereunder and, until it shall have actual knowledge or express notice to the contrary, the Security Agent shall be entitled to assume that no such event, condition or act has happened and that the Borrower, the agents and the other parties thereto are observing and performing all their respective obligations thereunder.

30.22 Instructions to Security Agent

- (a) The Security Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent in accordance with any written instructions given to it by the Agent; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above even though it may subsequently be found that there was a defect on the giving of such instruction.
- (b) The Security Agent shall be entitled (but not obliged) to request instructions, or clarification of any instruction, from the Agent as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.
- (c) Unless a contrary indication appears in a Finance Document, any instructions given to the Security Agent by the Agent shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) The Security Agent may refrain from acting in accordance with any instructions of the Agent until it has received any indemnification and/or security and/or pre-funding that it may require (which may include payment in advance) for any cost, loss or liability (together with any associated VAT or other applicable tax) which it may incur in complying with those instructions.
- (e) For the avoidance of doubt, no provision of this Agreement shall require the Security Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity and/or security and/or prefunding against such risk or liability is not assured to it.
- (f) In the absence of instructions, the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Finance Parties.
- (g) The Security Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause (g) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

- (h) The Security Agent shall have no responsibility whatsoever to the Borrower, the Agent, or any Finance Party as regards any deficiency which might arise because the Security Agent is subject to any Tax in respect of all or any of the Charged Property, the income therefrom or the proceeds thereof.
- (i) Until the delivery of an enforcement notice pursuant to clause 27.23 (*Acceleration*), the moneys standing to the credit of any accounts comprised in the Security Documents shall be dealt with in accordance with the provisions of this Agreement and the Security Documents and the Security Agent shall not be responsible in such circumstances or at any other time for any liabilities (howsoever described) suffered by any person, whether by reason of depreciation in value or by fluctuation in exchange rates or otherwise.

30.23 Security Agent's actions

Without prejudice to the provisions of clause 30.22 (*Instructions to Security Agent*) the Security Agent may (but shall not be obliged to), in the absence of any instructions to the contrary, take such action in the exercise of any of its powers and duties under the Finance Documents as it considers in its discretion to be appropriate and in the best interests of the Finance Parties.

30.24 Order of application

- (a) The Security Agent agrees to apply the Trust Property and each other beneficiary of the Security Documents agrees to apply all moneys received by it in the exercise of its rights under the Security Documents in accordance with the following respective claims:
 - (i) **first**, as to a sum equivalent to the amounts due and payable (i) to the Security Agent under the Finance Documents (excluding any amounts received by the Security Agent pursuant to clause 30.11 (*Lenders' indemnity to the Agent*) as extended to the Security Agent pursuant to clause 30.21 (*Application of certain clauses to Security Agent*)), for the Security Agent absolutely and (ii) to the Agent under the Finance Documents (excluding any amounts received by the Agent pursuant to clause 30.11 (*Lenders' indemnity to the Agent*)) for the Agent absolutely;
 - (ii) **secondly**, as to a sum equivalent to the aggregate amount then due and owing to the other Finance Parties under the Finance Documents, for those Finance Parties absolutely for application between them in accordance with clause 33.5 (*Partial payments*);
 - (iii) **thirdly**, until such time as the Security Agent is satisfied that all obligations owed to the Finance Parties have been irrevocably and unconditionally discharged in full, held by the Security Agent on a suspense account for payment of any further amounts owing to the Finance Parties under the Finance Documents and further application in accordance with this clause 30.24(a) as and when any such amounts later fall due;
 - (iv) **fourthly**, to such other persons (if any) as are legally entitled thereto in priority to the Obligors; and
 - (v) **fifthly**, as to the balance (if any), for the Obligors by or from whom or from whose assets the relevant amounts were paid, received or recovered or other person entitled to them.
- (b) The Security Agent and each other beneficiary of the Security Documents shall make each application as soon as is practicable after the relevant moneys are received by, or otherwise become available to, it save that (without prejudice to any other provision contained in any of the Security Documents) the Security Agent (acting on the

instructions of the Agent), any other beneficiary of the Security Documents or any receiver or administrator may credit any moneys received by it to a suspense account for so long and in such manner as the Security Agent, such other beneficiary of the Security Documents or such receiver or administrator may from time to time determine with a view to preserving the rights of the Finance Parties or any of them to prove for the whole of their respective claims against the Borrower or any other person liable.

- (c) The Security Agent and/or any other beneficiary of the Security Documents shall obtain a good discharge in respect of the amounts expressed to be due to the other Finance Parties as referred to in this clause 30.24 by paying such amounts to the Agent for distribution in accordance with clause 33 (*Payment mechanics*).

30.25 Powers and duties of the Security Agent as trustee of the security

In its capacity as trustee in relation to the Trust Property, the Security Agent:

- (a) shall, without prejudice to any of the powers, discretions and immunities conferred upon trustees by law (and to the extent not inconsistent with the provisions of this Agreement or any of the Security Documents), have all the same powers and discretions as a natural person acting as the beneficial owner of such property and/or as are conferred upon the Security Agent by this Agreement and/or any Security Document but so that the Security Agent may only exercise such powers and discretions to the extent that it is authorised to do so by the provisions of this Agreement;
- (b) shall (subject to clause 30.24(a) (*Order of application*)) be entitled (in its own name or in the names of nominees) to invest moneys from time to time forming part of the Trust Property or otherwise held by it as a consequence of any enforcement of the security constituted by any Finance Document which, in the reasonable opinion of the Security Agent, it would not be practicable to distribute immediately, by placing the same on deposit in the name or under the control of the Security Agent as the Security Agent may think fit without being under any duty to diversify the same and the Security Agent shall not be responsible for any loss due to interest rate or exchange rate fluctuations except for any loss arising from the Security Agent's gross negligence or wilful default and shall not be liable to account for an amount of interest greater than the standard amount that would be payable to an independent customer;
- (c) may, in the conduct of its obligations under and in respect of the Security Documents, instead of acting personally, employ and pay any agent (whether being a lawyer or any other person) to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Security Agent (including the receipt and payment of money) or may delegate to any person on any terms (including the power to sub-delegate) and on the basis that (i) any such agent or delegate engaged in any profession or business shall be entitled to be paid all usual professional and other charges for business transacted and acts done by him or any partner or employee of his or her in connection with such employment and (ii) the Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such agent or delegate if the Security Agent shall have exercised reasonable care in the selection of such agent;
- (d) may place all deeds and other documents relating to the Trust Property which are from time to time deposited with it pursuant to the Security Documents in any safe deposit, safe or receptacle selected by the Security Agent or with any firm of solicitors or company whose business includes undertaking the safe custody of documents selected by the Security Agent and may make any such arrangements as it thinks fit for allowing Obligors access to, or its solicitors or auditors possession of, such documents when necessary or convenient and the Security Agent shall not be responsible for any loss incurred in

connection with any such deposit, access or possession if it has exercised reasonable care in the selection of a safe deposit, safe, receptacle or firm of solicitors or company;

- (e) may, unless and to the extent the express provisions of any Security Document provide otherwise, do any act or thing in the exercise of any of its duties under the Finance Documents which in its absolute discretion (in the absence of any instructions of the Agent as to the doing of such act or thing) it deems advisable for the protection and benefit of all the Finance Parties;
- (f) may, unless the express provisions of any such Security Document provide otherwise, if authorised by the Agent following instructions of all the Lenders or the Majority Lenders (as the case may be), amend or vary the terms of or waive breaches of or defaults under, or otherwise excuse performance of any provision of, or grant consents under any of the Security Documents to which it is a party, any such amendment, variation, waiver or consent so authorised to be binding on all the parties hereto and that Security Agent to be under no liability whatsoever in respect thereof;
- (g) shall not be bound to disclose to any other person (including but not limited to any other Finance Party) (i) any Confidential Information or (ii) any other information if disclosure would, or might in its reasonable opinion, constitute a breach of any law or be a breach of fiduciary duty;
- (h) shall have no responsibility to make any payment, deduction or withholding of any Tax or governmental charge as a result of the Security Agent (i) holding the Security Interests created by the Finance Documents or (ii) enforcing such Security Interests created by the Finance Documents;
- (i) shall not have or be deemed to have any relationship of trust or agency with, any Obligor; and
- (j) shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied) and the role and functions of the Security Agent under this Agreement shall be purely mechanical and administrative in nature and, subject to the terms of this Agreement, acting on the instructions of the Agent.

The rights, powers and discretions conferred upon the Security Agent by this Agreement shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by general law or otherwise.

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Agreement, the provisions of this Agreement shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

30.26 Insurance by Security Agent

Where the Security Agent is named on any insurance policy (including the Insurances) as an insured party and/or loss payee, the Security Agent shall not be responsible for any loss which may be suffered by reason of, directly or indirectly, its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Agent shall have requested it to do so in writing and the Security Agent shall have failed to do so within 14 days after receipt of that request. The Security Agent shall have no obligation to, or any liability for any failure to, insure any of the Charged Property.

30.27 Custodians and nominees

The Security Agent may (to the extent legally permitted) appoint and pay any person to act as a custodian or nominee on any terms in relation to any assets of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person if it has exercised reasonable care in the selection of such person.

30.28 Acceptance of title

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any of the Obligor have to any of the Charged Property and shall not be liable for or bound to require any debtor to remedy any defect in its right or title.

30.29 Refrain from illegality

Notwithstanding anything to the contrary expressed or implied in the Finance Documents, the Security Agent may refrain from doing anything which in its opinion will or may be contrary to any relevant law, directive or regulation of any applicable jurisdiction and the Security Agent may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

30.30 All enforcement action through the Security Agent

- (a) None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in favour of the Security Agent only, or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent.
- (b) None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in their favour or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except with the prior written consent of the Agent (acting through the Security Agent and on the instructions of the Majority Lenders). If any Finance Party (other than the Security Agent) is a party to any Security Document it shall promptly upon being requested by the Agent to do so grant a power of attorney or other sufficient authority to the Security Agent to enable the Security Agent to exercise any rights, discretions or powers or to grant any consents or releases under such Security Document.

30.31 Co-operation to achieve agreed priorities of application

The other Finance Parties shall co-operate with each other and with the Security Agent and any receiver or administrator under the Security Documents in realising the property and assets subject to the Security Documents and in ensuring that the net proceeds realised under the Security Documents after deduction of the expenses of realisation are applied in accordance with clause 30.24(a) (*Order of application*).

30.32 Indemnity from Trust Property

- (a) In respect of all liabilities, costs or expenses for which the Obligors are liable under this Agreement, the Security Agent and each Affiliate of the Security Agent and each officer or employee of the Security Agent or its Affiliate (each a **Relevant Person**) shall be entitled to be indemnified out of the Trust Property in respect of all liabilities, damages, costs, claims, charges or expenses whatsoever properly incurred or suffered by such Relevant Person:
- (i) in the execution or exercise or bona fide purported execution or exercise of the trusts, rights, powers, authorities, discretions and duties created or conferred by or pursuant to the Finance Documents;
 - (ii) as a result of any breach by an Obligor of any of its obligations under any Finance Document;
 - (iii) in respect of any Environmental Claim made or asserted against a Relevant Person which would not have arisen if the Finance Documents had not been executed; and
 - (iv) in respect of any matter or thing done or omitted in any way in accordance with the terms of the Finance Documents relating to the Trust Property or the provisions of any of the Finance Documents.
- (b) The rights conferred by this clause 30.32 are without prejudice to any right to indemnity by law given to trustees generally and to any provision of the Finance Documents entitling the Security Agent or any other person to an indemnity in respect of, and/or reimbursement of, any liabilities, costs or expenses incurred or suffered by it in connection with any of the Finance Documents or the performance of any duties under any of the Finance Documents. Nothing contained in this clause 30.32 shall entitle the Security Agent or any other person to be indemnified in respect of any liabilities, damages, costs, claims, charges or expenses to the extent that the same arise from such person's own gross negligence or wilful default.

30.33 Finance Parties to provide information

The other Finance Parties shall provide the Security Agent with such written information as it may reasonably require for the purposes of carrying out its duties and obligations under the Security Documents and, in particular, with such necessary directions in writing so as to enable the Security Agent to make the calculations and applications contemplated by clause 30.24(a) (*Order of application*) above and to apply amounts received under, and the proceeds of realisation of, the Security Documents as contemplated by the Security Documents, clause 33.5 (*Partial payments*) and clause 30.24(a) (*Order of application*).

30.34 No reliance on Security Agent

It is understood and agreed by each Finance Party (other than the Security Agent) that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of each Obligor and, accordingly, the Security Agent shall not have any liability or responsibility for and each other Finance Party warrants to the Security Agent that it has not relied and will not hereafter rely on the Security Agent:

- (a) to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided to it by any Obligor or any other person in connection with any of the Finance Documents, the Charged Property or the transactions therein contemplated (whether or not such information has been or is hereafter circulated to such Finance Party by the Security Agent);

- (b) to check or enquire on its behalf into the adequacy, accuracy or completeness of any communication delivered to it under any of the Finance Documents, the Charged Property, any legal or other opinions, reports, valuations, certificates, appraisals or other documents delivered or made or required to be delivered or made at any time in connection with any of the Finance Documents, the Charged Property, any security to be constituted thereby or any other report or other document, statement or information circulated, delivered or made, whether orally or otherwise and whether before, on or after the date of this Agreement;
- (c) to check or enquire on its behalf into the due execution, delivery, validity, legality, perfection, adequacy, suitability, performance, enforceability or admissibility in evidence of any of the Finance Documents, the Charged Property or any other document referred to in paragraph (b) above or of any guarantee, indemnity or security given or created thereby or any obligations imposed thereby or assumed thereunder;
- (d) to check or enquire on its behalf into the ownership, value, existence or sufficiency of any Charged Property, the priority of any of the Security Interests or the registration thereof, the right or title of any person in or to any property comprised therein or the existence of any encumbrance affecting the same; or
- (e) to assess or keep under review on its behalf the identity, financial condition, creditworthiness, condition, affairs, status or nature of any Obligor or other Group Member.

30.35 Release to facilitate enforcement and realisation

Each Finance Party acknowledges that pursuant to any enforcement action by the Security Agent (or a Receiver) carried out on the instructions of the Agent it may be desirable for the purpose of such enforcement and/or maximising the realisation of the Charged Property being enforced against, that any rights or claims of or by the Security Agent (for the benefit of the Finance Parties) and/or any Finance Parties against any Obligor and/or any Security Interest over any assets of any Obligor (in each case) as contained in or created by any Finance Document, other than such rights or claims or security being enforced, be released in order to facilitate such enforcement action and/or realisation and, notwithstanding any other provision of the Finance Documents, each Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases (and the Security Agent will notify the Lenders through the Agent as soon as reasonably practicable of such release) to the extent necessary to fully effect such enforcement action and realisation including, without limitation, to the extent necessary for such purposes to execute release documents in the name of and on behalf of the Finance Parties. Where the relevant enforcement is by way of disposal of shares in an Obligor, the requisite release shall include releases of all claims (including under guarantees) of the Finance Parties and/or the Security Agent against such Obligor and of all Security Interests over the assets of such Obligor.

30.36 Undertaking to pay

Each Obligor which is a Party undertakes with the Security Agent on behalf of the Finance Parties that it will, on demand by the Security Agent, pay to the Security Agent all money from time to time owing, and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.

30.37 Additional trustees

The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrower to appoint any person either to act as separate trustee or as co-trustee jointly with the Security Agent:

- (a) if the Security Agent reasonably considers such appointment to be in the best interests of the Finance Parties;
- (b) for the purpose of conforming with any legal requirement, restriction or condition in any jurisdiction in which any particular act is to be performed; or
- (c) for the purpose of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction against any person of a judgment already obtained,

and any person so appointed shall (subject to the provisions of this Agreement) have such rights (including as to reasonable remuneration), powers, duties and obligations as shall be conferred or imposed by the instrument of appointment. The Security Agent shall have power to remove any person so appointed. At the request of the Security Agent, the other parties to this Agreement shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such party irrevocably authorises the Security Agent in its name and on its behalf to do the same. Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent and (subject always to the provisions of this Agreement) have such trusts, powers, authorities, liabilities and discretions (not exceeding those conferred on the Security Agent by this Agreement and the other Finance Documents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment (being no less onerous than would have applied to the Security Agent but for the appointment). The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Security Agent shall have exercised reasonable care in the selection of such person.

30.38 Non-recognition of trust

It is agreed by all the parties to this Agreement that:

- (a) in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be constituted by this clause 30, the relationship of the Security Agent and the other Finance Parties shall be construed as one of principal and agent, but to the extent permissible under the laws of such jurisdiction, all the other provisions of this Agreement shall have full force and effect between the parties to this Agreement; and
- (b) the provisions of this clause 30 insofar as they relate to the Security Agent in its capacity as trustee for the Finance Parties and the relationship between themselves and the Security Agent as their trustee may be amended by agreement between the other Finance Parties and the Security Agent. The Security Agent may amend all documents necessary to effect the alteration of the relationship between the Security Agent and the other Finance Parties and each such other party irrevocably authorises the Security Agent in its name and on its behalf to execute all documents necessary to effect such amendments.

30.39 Security Agent's Ongoing Fees

- (a) The Borrower shall pay to the Agent and the Security Agent certain fees in accordance with Clause 11 (*Fees*).
- (b) If:
 - (i) a Default has occurred; or

- (ii) the Security Agent considers it expedient and/or necessary or is requested by the Borrower or any Finance Party or group of Finance Parties to undertake duties which the Security Agent considers to be of an exceptional nature and/or outside the scope of the normal duties of the Security Agent under the Finance Documents (which for the avoidance of doubt shall include any amendments to the Finance Documents and the time incurred in relation thereto),

the Borrower shall pay to the Security Agent any additional reasonable remuneration (together with any applicable taxes thereon) which shall be calculated by reference to its hourly rates in force from time to time.

30.40 Interest on Demand

If the Borrower fails to pay any amount payable by them to the Security Agent under this Agreement on its due date, interest shall accrue on the overdue amount (and be compounded with it) from the due date up to the date of actual payment (both before and after judgment and to the extent interest at a default rate is not otherwise being paid on such sum) at the rate which is two per cent. (2%) per annum over the rate at which the Security Agent was being offered, by prime banks in the London interbank market, deposits in an amount comparable to the unpaid amounts in the currencies of those amounts for such period(s) as the Security Agent may from time to time select.

30.41 Release of Security

If all of the amounts owing under the Finance Documents and all other obligations the discharge of which is secured by any of the Security Documents have been fully and finally discharged and none of the Finance Parties is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under or pursuant to this Agreement or any other Finance Document, the trusts herein set out shall be wound up and the Security Agent shall, at the request and cost of the Borrower and acting on the instructions of the Agent, release, without recourse or warranty, all of the security then held by it, whereupon the Security Agent, the Agent, the Lenders and the Obligors shall be released from their obligations hereunder (save for those which arose prior to such winding up).

31 Conduct of business by the Finance Parties

31.1 Finance Parties tax affairs

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

31.2 Finance Parties acting together

Notwithstanding clause 2.2 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 27.23 (*Acceleration*) the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrower and any Group Members and generally administer the Facility in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of

this clause and no Finance Party shall be entitled to take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.

This clause shall not override clause 30 (*Roles of Agent, Security Agent and Arrangers*) as it applies to the Security Agent.

31.3 Majority Lenders

Where any Finance Document provides for any matter to be determined by reference to the opinion of, or to be subject to the consent, approval or request of, the Majority Lenders or for any action to be taken on the instructions of the Majority Lenders (a **majority decision**), such majority decision shall (as between the Lenders) only be regarded as having been validly given or issued by the Majority Lenders if all the Lenders shall have received prior notice of the matter on which such majority decision is required and the relevant majority of Lenders shall have given or issued such majority decision. However (as between any Obligor and the Finance Parties) the relevant Obligor shall be entitled (and bound) to assume that such notice shall have been duly received by each Lender and that the relevant majority shall have been obtained to constitute Majority Lenders when notified to this effect by the Agent whether or not this is the case.

31.4 Conflicts

- (a) The Borrower acknowledges that any Arranger and its parent undertaking, subsidiary undertakings and fellow subsidiary undertakings (together an **Arranger Group**) may be providing debt finance, equity capital or other services (including financial advisory services) to other persons with which the Borrower may have conflicting interests in respect of the Facility or otherwise.
- (b) No member of an Arranger Group shall use confidential information gained from any Obligor by virtue of the Facility or its relationships with any Obligor in connection with their performance of services for other persons. This shall not, however, affect any obligations that any member of an Arranger Group has as Agent in respect of the Finance Documents. The Borrower also acknowledges that no member of an Arranger Group has any obligation to use or furnish to any Obligor information obtained from other persons for their benefit.
- (c) The terms **parent undertaking**, **subsidiary undertaking** and **fellow subsidiary undertaking** when used in this clause have the meaning given to them in sections 1161 and 1162 of the Companies Act 2006.

32 Sharing among the Finance Parties

32.1 Payments to Finance Parties

If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 33 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;
- (b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 33 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

- (c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clause 33.5 (*Partial payments*).

32.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clause 33.5 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

32.3 **Recovering Finance Party's rights**

On a distribution by the Agent under clause 32.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor to that Recovering Finance Party.

32.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and
- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

32.5 **Exceptions**

- (a) This clause 32 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings in accordance with the terms of this Agreement, if:
 - (i) it notified that other Finance Party of the legal or arbitration proceedings; and
 - (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

33 Payment mechanics

33.1 Payments to the Agent

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in a Participating Member State or London, as specified by the Agent) and with such bank as the Agent specifies.

33.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 33.3 (*Distributions to an Obligor*) and clause 33.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

33.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with clause 34 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

33.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless clause 33.4(c) applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that, pursuant to the Borrower's request, it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders, and such Lenders and the Borrower agree, then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:
 - (i) the Borrower shall on demand refund it to the Agent; and
 - (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

33.5 Partial payments

- (a) If the Agent receives a payment for application against amounts in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under those Finance Documents in the following order:
 - (i) **first**, in or towards payment pro rata of any unpaid amount owing to the Agent, the Security Agent or the Arrangers under those Finance Documents;
 - (ii) **secondly**, in or towards payment to the Lenders pro rata of any amount owing to the Lenders under clause 30.11 (*Lenders' indemnity to the Agent*) including any amount resulting from the indemnity to the Security Agent under clause 30.21(a) (*Application of certain clauses to Security Agent*);
 - (iii) **thirdly**, in or towards payment to the Lenders pro rata of any accrued interest or fee due but unpaid under those Finance Documents;
 - (iv) **fourthly**, in or towards payment to the Lenders pro rata of any principal due but unpaid to the Lenders under those Finance Documents; and
 - (v) **fifthly**, in or towards payment pro rata of any other sum due but unpaid to the Finance Parties under the Finance Documents.
- (b) The Agent shall, if so directed by all the Lenders, vary the order set out in paragraphs (iii) to (v) of clause 33.5(a).
- (c) Clauses 33.5(a) and 33.5(b) above will override any appropriation made by an Obligor.

33.6 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

33.7 Business Days

- (a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

33.8 Payments on demand

For the purposes of clause 27.1 (*Non-payment*) and subject to the Agent's right to demand interest under clause 8.3 (*Default interest*), payments on demand shall be treated as paid when due if paid within three Business Days of demand.

33.9 Currency of account

- (a) Subject to clauses 33.9(b) to 33.9(c), dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

- (b) A repayment of all or part of the Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.
- (c) Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in dollars and, if they were incurred in a currency other than dollars, the amount payable under the Finance Documents shall be the equivalent in dollars of the relevant amount in such other currency on the date on which it was incurred.
- (d) All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

33.10 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Interbank Market and otherwise to reflect the change in currency.

33.11 Disruption to Payment Systems etc.

If either the Agent determines (in its discretion) that a Payment Disruption Event has occurred or the Agent is notified by the Borrower that a Payment Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Payment Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance

Documents notwithstanding the provisions of clause 39 (*Amendments and grant of waivers*);

- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 33.11; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

33.12 Impaired Agent

- (a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with clause 33.1 (*Payments to the Agent*) may instead either pay that amount direct to the required recipient or pay that amount to an interest-bearing account held with a bank or financial institution which has a rating for its long term unsecured and non credit enhanced debt obligations of “A-” or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or “Baa1” or higher by Moody’s Investor Services Limited or a comparable rating from another internationally recognised credit rating agency and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents. In each case such payments must be made on the due date for payment under the Finance Documents.
- (b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.
- (c) A Party which has made a payment in accordance with clause 33.1 (*Payments to the Agent*) shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.
- (d) Promptly upon the appointment of a successor Agent in accordance with clause 30.13 (*Replacement of the Agent*), each Party which has made a payment to a trust account in accordance with clause 33.1 (*Payments to the Agent*) shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with clause 33.2 (*Distributions by the Agent*).

33.13 Contractual recognition of bail-in

- (a) Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:
 - (i) any Bail-In Action in relation to any such liability, including (without limitation):
 - (A) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

- (B) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (C) a cancellation of any such liability; and
 - (ii) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.
- (b) In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and
- (b) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Write-down and Conversion Powers means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and
- (b) in relation to any other applicable Bail-In Legislation:
 - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
 - (ii) any similar or analogous powers under that Bail-In Legislation.

34 Set-off

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. For the purpose of this clause the term “Finance Party” includes each of the relevant Finance Party’s holding companies and subsidiaries and each subsidiary of the relevant Finance Party’s holding companies (as defined in the Companies Act 2006).

35 Notices

35.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.

35.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (i) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (*The original parties*);
- (ii) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party;
- (iii) in the case of the Security Agent, the Agent and any other original Finance Party that identified with its name in Schedule 1 (*The original parties*); and
- (iv) in the case of each Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days’ notice.

35.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
 - (i) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under clause 35.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in

Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).

- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Borrower in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.
- (e) Any communication or document which becomes effective, in accordance with clauses 35.3(a) to 35.3(d) above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following day.

35.4 Notification of address

The Agent shall notify the other Parties on changing its address. All other Parties should notify promptly upon change of their address pursuant to clause 35.2 (*Addresses*).

35.5 Electronic communication

- (a) Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Agent or the Security Agent only if it is addressed in such a manner as the Agent or the Security Agent shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with clause 35.5(b) above, after 5:00 pm in the place of receipt shall be deemed only to become effective on the following day.
- (d) In particular, the Obligors are aware and acknowledge that:
 - (i) the unencrypted information is transported over an open, publicly accessible network and can, in principle, be viewed by others, thereby allowing conclusions to be drawn about a banking relationship;
 - (ii) the information can be changed and manipulated by a third party;
 - (iii) the sender's identity (sender of any electronic communication) can be assumed or otherwise manipulated;
 - (iv) the exchange of information can be delayed or disrupted due to transmission errors, technical faults, disruptions, malfunctions, illegal interventions, network overload, the malicious blocking of electronic access by third parties, or other shortcomings on the part of the network provider. In certain situations, time-critical orders and instructions might not be processed on time; and

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- (v) the Finance Parties assume no liability for any loss incurred as a result of manipulation of the electronic address or content nor is it liable for any loss incurred by the Borrower or any other Obligor due to interruptions and delays in transmission caused by technical problems.
- (e) The Finance Parties are entitled to assume that all the orders and instructions, and communications in general, received from the Borrower or any other Obligor or a third party are from an authorised individual, irrespective of the existing signatory rights in accordance with the commercial register (or any other applicable equivalent document) or the specimen signature provided to any Finance Party. The Obligors shall further procure that all third parties referred to herein agree with the use of electronic communication and are aware of the above terms and conditions related to the use of electronic communication.

35.6 English language

- (a) Any notice given under or in connection with any Finance Document shall be in English.
- (b) All other documents provided under or in connection with any Finance Document shall be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

35.7 Communication with Agent when Agent is Impaired Agent

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or

notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant parties directly. This provision shall not operate after a replacement Agent has been appointed.

36 Calculations and certificates

36.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

36.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

36.3 Day count convention

Any interest or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Interbank Market differs, in accordance with that market practice.

37 Partial invalidity

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

38 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

39 Amendments and grant of waivers

39.1 Required consents

- (a) Subject to clauses 39.2 (*All Lender matters*) and 39.3 (*Other exceptions*), any term of the Finance Documents may be amended or waived with the consent of the Agent (acting on the instructions of the Majority Lenders and, if it affects the rights and obligations of the Agent or the Security Agent, the consent of the Agent or the Security Agent) and any such amendment or waiver agreed or given by the Agent will be binding on all the Finance Parties.
- (b) The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 39.
- (c) Without prejudice to the generality of sub-clauses 30.7(c), 30.7(d) and 30.7(e) of clause 30.7 (*Rights and discretions of the Agent*), the Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.
- (d) Each Obligor agrees to any such amendment or waiver permitted by this clause 39 which is agreed to by the Borrower. This includes any amendment or waiver which would, but for this clause 39.1(d), require the consent of the Parent.

39.2 All Lender matters

An amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to:

- (a) the definition of “Change of Control” in clause 1.1 (*Definitions*);
- (b) the definition of “Majority Lenders” in clause 1.1 (*Definitions*);
- (c) the definition of “Last Availability Date” in clause 1.1 (*Definitions*);
- (d) an extension to the date of payment of any amount under the Finance Documents;
- (e) a reduction in the Margin or a reduction in the amount of any payment of principal, interest or fees payable or the rate at which they are calculated;

- (f) save as permitted under this Agreement an increase in, or extension of, any Commitment, Ship Commitments or the Total Commitments, an extension of any period within which the Facility is available for Utilisation or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders pro rata;
- (g) a change to any Borrower or any other Obligor;
- (h) any provision which expressly requires the consent or approval of all the Lenders;
- (i) clause 2.2 (Finance Parties' rights and obligations), clause 7.10 (*Mandatory prepayment and cancellation following non-compliance with Sanctions*), clause 17.32 (*Sanctions*), clause 19.12 (*Sanctions*), clause 28 (*Changes to the Lenders*), clause 32.1 (*Payments to Finance Parties*), this clause 39 (*Amendments and grant of waivers*), clause 42 (*Governing law*) or clause 43.1 (*Jurisdiction of English courts*);
- (j) the order of distribution under clause 33.5 (*Partial payments*);
- (k) the order of distribution under clause 30.24 (*Order of application*);
- (l) the currency in which any amount is payable under any Finance Document;
- (m) the nature or scope of the Charged Property or the manner in which the proceeds of enforcement of the Security Documents are distributed;
- (n) the nature or scope of any Guarantee; or
- (o) the circumstances in which the security constituted by the Security Documents (including the Guarantee) are permitted or required to be released under any of the Finance Documents,

shall not be made, or given, without the prior consent of all the Lenders and must be in writing.

39.3 Other exceptions

- (a) An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent or the Arrangers in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, the Security Agent or the Arrangers (as the case may be).
- (b) Amendments to or waivers in respect of any Finance Document may only be agreed in writing.
- (c) Notwithstanding clauses 39.1 (*Required consents*), 39.2 (*All Lender matters*) and paragraphs (a) and (b) above, the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.

39.4 Disenfranchisement of Defaulting Lenders

- (a) For so long as a Defaulting Lender has any Commitment, in ascertaining (i) the Majority Lenders or (ii) whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments, or the agreement of any specified group of Lenders (whether Majority Lenders, all Lenders or otherwise), has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, that Defaulting Lender's Commitment will be reduced by the amount of its Commitment

and, to the extent that the reduction results in that Defaulting Lender's Commitments being zero and it has no participation in the Loan, that Defaulting Lender shall be deemed not to be a Lender for the purposes paragraphs (i) and (ii) above.

- (b) For the purposes of this clause 39.4, the Agent may assume that the following Lenders are Defaulting Lenders:
 - (i) any Lender which has notified the Agent that it has become a Defaulting Lender; and
 - (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of **Defaulting Lender** has occurred, unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

39.5 Replacement of a Defaulting Lender

- (a) The Borrower may, at any time a Lender has become and continues to be a Defaulting Lender, by giving ten (10) Business Days' prior written notice to the Agent and such Lender replace such Lender by requiring such Lender to (and, to the extent permitted by law such Lender shall) transfer pursuant to clause 28 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity (a **Replacement Lender**) selected by the Borrower, and which (unless the Agent is an Impaired Agent) is acceptable to the Agent (acting reasonably) and which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender (including the assumption of the transferring Lender's participations or unfunded participations (as the case may be) on the same basis as the transferring Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents (or at any other purchase price approved by all of the other Lenders who are not Defaulting Lenders at the time).
- (b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this clause shall be subject to the following conditions:
 - (i) the Borrower shall have no right to replace the Agent or the Security Agent;
 - (ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrower to find a Replacement Lender;
 - (iii) the transfer must take place no later than 14 days after the notice referred to in clause 39.5(a) above (or such other longer period as agreed by the Majority Lenders); and
 - (iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents.

39.6 Excluded Commitments; "Snooze you lose"

- (a) If any Defaulting Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under

the terms of this Agreement within 20 Business Days of that request being made (unless the Borrower and the Agent agree to a longer time period in relation to any request):

- (i) its Commitments or its participation in the Loan shall not be included for the purpose of calculating the Total Commitments or the amount of the Loan when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments or the amount of the Loan has been obtained to approve that request; and
 - (ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders (whether Majority Lenders, all Lenders or otherwise) has been obtained to approve that request.
- (b) If any Lender that is not a Defaulting Lender fails to respond to a Relevant Request within 20 Business Days from the Relevant Date (unless the Borrower and the Agent agree to a longer time period in relation to any Relevant Request):
- (i) its Commitments or its participation in the Loan shall not be included for the purpose of calculating the Total Commitments or the amount of the Loan when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments or the amount of the Loan has been obtained to approve that request; and
 - (ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders (whether Majority Lenders, all Lenders or otherwise) has been obtained to approve that request.

For the purposes of this paragraph (b):

Relevant Date means the later of

- (i) the date on which a Relevant Request is made; and
- (ii) if the Agent determines (acting reasonably) that additional information or evidence are required for the Lenders to make an informed decision in respect of that Relevant Request, the date on which the Agent determines (acting reasonably) that it has been provided with all such information or evidence; and

Relevant Request means a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of this Agreement other than an amendment, waiver or consent referred to in clause 39.2 (*All Lender matters*) excluding paragraph (h) thereof.

39.7 Releases

Except with the approval of all the Lenders or for a release which is expressly permitted or required by the Finance Documents, the Agent shall not have authority to authorise the Security Agent to release:

- (a) any Charged Property from the security constituted by any Security Document; or
- (b) any Obligor from any of its guarantee or other obligations under any Finance Document.

39.8 Replacement of Screen Rate

Subject to clause 39.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred in relation to the Screen Rate, any amendment or waiver which relates to:

- (a) providing for the use of a Replacement Benchmark; and
- (b)
 - (i) aligning any provision of any Finance Document to the use of that Replacement Benchmark;
 - (ii) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);
 - (iii) implementing market conventions applicable to that Replacement Benchmark;
 - (iv) providing for appropriate fall-back (and market disruption) provisions for that Replacement Benchmark; or
 - (v) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

“Relevant Nominating Body” means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

“Replacement Benchmark” means a benchmark rate which is:

- (a) formally designated, nominated or recommended as the replacement for the Screen Rate by:
 - (i) the administrator of that Screen Rate; or
 - (ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the “Replacement Benchmark” will be the replacement under paragraph (ii) above;

- (b) in the opinion of all Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or
- (c) in the opinion of all Lenders and the Borrower, an appropriate successor to the Screen Rate.

“Screen Rate Replacement Event” means, in relation to the Screen Rate:

- (a) the methodology, formula or other means of determining that Screen Rate has, in the opinion of all Lenders, and the Borrower materially changed; or
- (b)
 - (i)
 - (A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
 - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate; or

- (ii) the administrator of that Screen Rate publicly announces that it has ceased or will cease, to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate; or
 - (iii) the supervisor of the administrator of that Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or
 - (iv) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used; or
- (c) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fall-back policies or arrangements and either:
 - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of all Lenders and the Borrower) temporary; or
 - (ii) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than 15 Business Days; or
- (d) in the opinion of all Lenders and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

40 Counterparts

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

41 Confidentiality

41.1 Confidential Information

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 41.2 (*Disclosure of Confidential Information*) and clause 41.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

41.2 Disclosure of Confidential Information

Any Finance Party may disclose (without the consent of the Obligors) to (i) any of its Affiliates, employees (including service and settlement employees), officers, representatives or advisers and (ii) any other person:

- (a) in the case of a Lender, to (or through) whom that Lender assigns (or may potentially assign) all or any of its rights and obligations under the Finance Documents;
- (b) in the case of a Lender, to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to clause 28.7 (*Security over Lenders' rights*);
- (c) in the case of a Lender, with (or through) whom that Lender enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Finance Documents or any Obligor;
- (d) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation;
- (e) in order to preserve or enforce any rights any Finance Party may have under the Security Documents;
- (f) which is a rating agency (including its professional advisers) or such Finance Party's professional advisers (including auditors, lawyers, accountants, surveyors, valuers, insurers, insurance advisers and brokers);
- (g) in the case of the Security Agent, in the course of the performance of its functions under the Finance Documents; or
- (h) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body or by the rules of any relevant stock exchange,

any information about any Obligor, the Group and the Finance Documents as that Finance Party shall consider appropriate if any such person has entered into a confidentiality agreement substantially in the form of the then current form of LMA Confidentiality Letter (Purchaser) for the secondary trading of loans ; and any Finance Party may disclose (with the consent of the Borrower) to any other person not included in paragraphs 41.2(a) - 41.2(h) above, any information about any Obligor, the Group and the Finance Documents as that Finance Party shall consider appropriate if any such person has entered into a confidentiality agreement substantially in the form agreed between the Borrower and the relevant Finance Party.

41.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:
 - (i) names of Obligors;
 - (ii) country of domicile of Obligors;
 - (iii) place of incorporation of Obligors;

- (iv) date of this Agreement;
- (v) clause 42 (*Governing law*);
- (vi) the names of the Agent and the Arranger;
- (vii) date of each amendment and restatement of this Agreement;
- (viii) amount of Total Commitments;
- (ix) currency of the Facility;
- (x) type of the Facility;
- (xi) ranking of the Facility;
- (xii) the term of the Facility;
- (xiii) changes to any of the information previously supplied pursuant to paragraphs 41.3(a)(i) to 41.3(a)(xii) above; and
- (xiv) such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligor by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Borrower represents that none of the information set out in clauses 41.3(a)(i) to 41.3(a)(xiii) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrower and the other Finance Parties of:
 - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligor; and
 - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligor by such numbering service provider.

41.4 Entire agreement

This clause 41 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

41.5 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market

abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

41.6 Banking secrecy laws

- (a) Each Obligor hereby releases each Finance Party and each of its Affiliates and each of its or their officers, directors, employees, head office, professional advisers, auditors and representatives (together, the **Disclosing Party**) from any confidentiality obligations or confidentiality restrictions arising from other applicable banking secrecy and data protection legislation which would prevent a Disclosing Party from disclosing any Confidential Information in accordance with this clause 41 (*Confidentiality*).
- (b) Each of the Obligors acknowledges to the Finance Parties that they have as at the date hereof fulfilled and will continue to fulfil their obligations under applicable data protection legislation (including that of the jurisdiction of incorporation of that Obligor) in relation to personal data of third party individuals which an Obligor may pass on to a Finance Party from time to time (to enable the latter to comply with its obligations under all applicable laws (including without limitation anti-terrorism and related legislation and the laws of the jurisdiction of incorporation of that Obligor)).

41.7 Continuing obligations

The obligations in this clause 41 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

42 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

43 Enforcement

43.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 43.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

43.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Obligor which is a Party:

- (a) irrevocably appoints the person named in Schedule 1 (*The original parties*) as that Obligor's English process agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document;
- (b) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned; and
- (c) if any person appointed as process agent for an Obligor is unable for any reason to act as agent for service of process, that Obligor must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The original parties

Borrower

Name:	GasLog Hellas-1 Special Maritime Enterprise
Jurisdiction of incorporation	Greece
Registration number (or equivalent, if any)	5164
English process agent (if not incorporated in England)	GasLog Services UK Ltd. C/O 81 Kings Road, London, SW3 4XN 69, Akti Miaouli Street, Piraeus, Greece
Registered office	Alastair Maxwell, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du
Address for service of notices	Gabian, MC98000, Monaco

GasLog

Name	GasLog Ltd
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	33928
English process agent (if not incorporated in England)	GasLog Services UK Ltd, 81 Kings Road, London SW3 4NX, United Kingdom
Registered office	Clarendon House, 2 Church Street, Hamilton HM11, Bermuda
Address for service of notices	Alastair Maxwell, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

GasLog Carriers

Name	GasLog Carriers Limited
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	41493

English process agent (if not incorporated in England)	GasLog Services UK Ltd, 81 Kings Road, London SW3 4NX, United Kingdom
Registered office	Clarendon House, 2 Church Street, Hamilton HM11, Bermuda
Address for service of notices	Alastair Maxwell, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

The Original Lenders

Name	ABN AMRO BANK N.V.
Facility Office, address and attention details for notices	Address: Gustav Mahlerlaan 10 1082 PP Amsterdam The Netherlands
	Attn: Eomer Zwijnenberg
	Email: eomer.zwijnenberg@nl.abnamro.com
Commitment (\$)	32,500,000

Name	OVERSEA-CHINESE BANKING CORPORATION LIMITED
Facility Office, address and attention details for notices	Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513
	Attn: Melvin Phang / Angeline Teo
	Email: melvinphang@ocbc.com / angelineteo@ocbc.com
Commitment (\$)	97,500,000

The Agent

Name	ABN AMRO BANK N.V.
Facility Office, address and attention details for notices	Address: Gustav Mahlerlaan 10 1082 PP Amsterdam The Netherlands
	Attn: Agency Syndicated Loans / Agency Team 1 / PAC HQ9037
	Email: abn.amro.agency.team.1@nl.abnamro.com

The Security Agent

Name
Facility Office, address and attention details for notices

ABN AMRO BANK N.V.
Address: Gustav Mahlerlaan 10
1082 PP Amsterdam
The Netherlands

Attn: Agency Syndicated Loans / Agency Team 1 / PAC
HQ9037

Email: abn.amro.agency.team.1@nl.abnamro.com

The Arrangers
Mandated Lead Arrangers

Name **ABN AMRO BANK N.V.**
Name **OVERSEA-CHINESE BANKING CORPORATION LIMITED**

Schedule 3
Conditions precedent

Part^o1
Conditions precedent to executing this Agreement

1 Obligors' corporate documents

- (a) A copy of the Constitutional Documents and, if applicable, a certificate of good standing of each Obligor and each Manager.
- (b) A copy of a resolution of the board of directors of each Obligor and each Manager (or, if applicable, any committee of such board empowered to approve and authorise the following matters):
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents or any Charter (**Relevant Documents**) to which it is a party and resolving that it execute the Relevant Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Relevant Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Relevant Documents to which it is a party.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to the Finance Documents and any related documents.
- (d) If a requirement under the Constitutional Documents of each Obligor or under Greek law, a copy of a resolution signed by all the holders of the issued shares in each Obligor and each Manager, approving the terms of, and the transactions contemplated by, the Relevant Documents to which such Obligor or a Manager is a party.
- (e) If a requirement under the Constitutional Documents of each Obligor or a Manager or under Greek law, a copy of a resolution of the board of directors of each corporate shareholder of each Obligor and each Manager approving the terms of the resolution referred to in paragraph (d) above.
- (f) If a requirement under the Constitutional Documents of each Obligor or a Manager or under Greek law, a copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor and each Manager.
- (g) A certificate of an authorised signatory of the relevant Obligor and each Manager certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

2 Legal opinions

Agreed forms of the following legal opinions, each addressed to the Agent, the Security Agent and the Lenders (and in a form and substance reasonably satisfactory to the Agent, the

Lenders) and capable of being relied upon by any persons who become Lenders pursuant to the primary syndication of the Facility:

- (a) A legal opinion of Norton Rose Fulbright on matters of English law.
- (b) A legal opinion of the legal advisers to the Arrangers and the Agent in each jurisdiction (other than England) in which an Obligor is incorporated and/or which is or is to be the Flag State of the Ship, or in which an Account opened at the relevant time is established.

3 Share security

The Share Security in respect of the Borrower (whether it is to be signed by GasLog Carriers or GasLog Holdings or GLOP) to be in agreed form.

4 Other documents and evidence

- (a) Evidence that any process agent referred to in clause 43.2 (*Service of process*) or any equivalent provision of any other Finance Document has accepted its appointment.
- (b) Each Fee Letter duly executed by the parties thereto.
- (c) The Original Financial Statements, together with a Compliance Certificate.

5 “Know your customer” information

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with “know your customer” or similar identification procedures under all laws and regulations applicable to that Finance Party.

6 Guarantees

- (a) The GasLog and GasLog Carriers Guarantee duly executed.
- (b) A certificate signed by the Borrower and the Agent attaching the agreed form GLOP and GasLog Holdings Guarantee to be executed by GLOP and GasLog Holdings upon a Drop Down.

7 Building Contract

A copy, certified by an approved person to be a true and complete copy, of the Building Contract.

Part 2
Conditions precedent to Utilisation

1 Utilisation Request

A duly completed Utilisation Request in the form set out in Schedule 4 (*Utilisation Request*).

2 Subordination

Evidence that any amounts of the Contract Price funded or to be funded by an Affiliate to the Borrowers have been contributed by way of equity or will be subordinated to the amounts owing under the Finance Documents in an approved manner.

3 Material Adverse Effect

There has been no material adverse change in its assets, business or financial condition (or the assets, business or consolidated financial condition of any of the Obligors or any Group).

4 Delivery Price

Evidence of the final Delivery Price in a form acceptable to the Agent.

5 Debt Service Reserve

Evidence that the amount standing to the credit of the Debt Service Reserve Account satisfies the requirements of clause 25.2 (*Debt Service Reserve Account*) if applicable.

6 Bank Accounts

Evidence that any Account required to be established under clause 25 (*Bank accounts*) has been opened and established with the Account Bank and that all documents required by the Account Bank in relation to the opening of the Accounts have been received (including disclosure of the ultimate beneficial ownership of the Borrower and any other documents required for the purpose of completing the “know your customer” process).

Part 3
Conditions precedent on Delivery

1 Corporate documents

- (a) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in Parts 1 and 2 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Parts 1 and 2 of this Schedule in relation to it have not been revoked or amended.
- (b) A certificate of an authorised signatory of each other Obligor which is party to any of the Security Documents required to be executed at or before Delivery of the Ship certifying that each copy document relating to it specified in Parts 1 and 2 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Parts 1 and 2 of this Schedule in relation to it have not been revoked or amended.

2 Security

- (a) The Mortgage and the Deed of Covenant or General Assignment duly executed by the Borrower.
- (b) Any Manager's Undertaking required at Delivery pursuant to the Finance Documents duly executed by the relevant manager.
- (c) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents (including notices of assignment and acknowledgements, in agreed form, in respect of the assignment of the Earnings in relation to the Cool Pool Arrangements, if applicable).

3 Share security

The Share Security in respect of the Borrower duly executed by its Holding Company together with all letters, transfers, certificates and other documents required to be delivered under the Share Security.

4 Charter Assignment

The Charter Assignment duly executed by the Borrower if applicable.

5 Delivery and registration of Ship

Evidence that the Ship:

- (a) is legally and beneficially owned by the Borrower and registered in the name of the Borrower through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) is classed with the relevant Classification free of all requirements and recommendations of the relevant Classification Society;
- (c) is insured in the manner required by the Finance Documents;

- (d) has been delivered, and accepted for service, under the Charter (if applicable);
- (e) is free of any other charter commitment (other than the Charter, where applicable) which would require approval under the Finance Documents; and
- (f) any prior registration (other than through the relevant Registry in the relevant Flag State) of the relevant Ship has been or will (within such period as may be approved) cancelled.

6 **Mortgage Registration**

Evidence that the Mortgage has been registered with first priority and/or preferred status against the Ship through its Registry under the laws and flag of its Flag State.

7 **Insurance**

In relation to the Ship's Insurances:

- (a) an opinion from insurance consultants appointed by the Agent on such Insurances;
- (b) evidence that such Insurances have been placed in accordance with clause 22 (*Insurance*); and
- (c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

8 **ISM and ISPS Code**

Copies of:

- (a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of the Ship for the purposes of that code;
- (b) the safety management certificate in respect of the Ship issued in accordance with the ISM Code;
- (c) the international ship security certificate in respect of the Ship issued under the ISPS Code;
- (d) If so requested by the Agent, any other certificates issued under any applicable code required to be observed by the Ship or in relation to its operation under any applicable law.

9 **Value of security**

Valuations obtained (not more than 6 weeks before the Utilisation Date) in accordance with clause 23 (*Minimum security value*) showing that the Security Value of the Ship will be not less than the Minimum Value upon execution of the Security Documents specified in paragraph 2 (*Security*) of Part 3 of this Schedule.

10 **Account Security**

Evidence that (a) any Account Security in respect of each such Account has been executed and delivered by the relevant Account Holder in favour of the Security Agent and/or any of the other Finance Parties and (b) that any notice required to be given to the Account Bank under that

Account Security has been given to it and acknowledged by it in the manner required by that Account Security and that an amount has been credited to it.

11 Construction matters

- (a) Evidence that any authorisations required from any government entity for the export of the Ship by the Builder have been obtained or that no such authorisations are required.
- (b) Evidence that the Contract Price (as adjusted in accordance with its Building Contract) will have been paid upon the relevant Utilisation being made and that the Builder will not have any lien or other right to detain the ship on its Delivery.
- (c) The original or a copy, certified by an approved person to be a true and complete copy, of the builder's certificate and any bill of sale conveying title to the Ship to the Borrower and the protocol of delivery and acceptance, commercial invoice and any other delivery documentation required under the Building Contract.

12 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the Utilisation Date.

13 Environmental matters

Promptly as of Delivery, copies of the Ship's certificate of financial responsibility and vessel response plan required under United States law and evidence of their approval by the appropriate United States government entity and (if requested by the Agent) an environmental report in respect of the Ship from an approved person.

14 Consents

Evidence that any consents required in connection with the delivery of the Ship, the registration of title to the Ship, the registration of the Mortgage and the assignment of the Charter have been obtained.

15 Management Agreement

Where a manager has been approved in accordance with clause 20.3 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the agreement between the Borrower and such Manager, relating to the appointment of each Manager and the management services to be provided by it to the Borrower in respect of the Ship.

16 Underlying documents

If applicable, a copy, certified by an approved person to be a true and complete copy, of:

- (a) each of the Charter Documents; and
- (b) the Quiet Enjoyment Agreement.

17 Legal opinions

- (a) A legal opinion of Norton Rose Fulbright LLP, London addressed to the Arrangers, the Security Agent and the Agent and for the benefit of all the Finance Parties on matters of English law, substantially in the form approved by the Agent prior to Delivery.

- (b) If required by the Agent, a legal opinion of the legal advisers to the Arrangers, the Security Agent and the Agent in Korea and also each jurisdiction in which an Obligor is incorporated and/or which is or is to be the Flag State of the Ship, or which governs any assets which are to be the subject of a Security Interest for the benefit of all the Finance Parties substantially in the form approved by the Agent prior to Delivery.

Schedule 4
Utilisation Request

From: **GasLog Hellas-1 Special Maritime Enterprise**

To: **ABN AMRO Bank N.V.** as Agent

Dated: [·]

Dear Sirs

\$130,000,000 Facility Agreement dated [·] 2019 (the Agreement)

- 1 We refer to the Agreement. This is the Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
- 2 We wish to borrow the Loan on the following terms:

Proposed Utilisation Date: [·] (or, if that is not a Business Day, the next Business Day)

Amount: \$[·]
- 3 We confirm that each condition specified in clause 4.2(*Conditions precedent on delivery of Utilisation Request*) is satisfied on the date of this Utilisation Request.
- 4 We further confirm that on the basis of the most recent valuations made in accordance with clause 25 (*Minimum Security Value*):
 - (a) the Security Value as at the Proposed Utilisation Date is \$[·];
 - (b) the Security Value is [·]% of the Loan requested under this notice; and
 - (c) the total amount of the Loan requested under this notice is \$[·], which does not exceed 70% of the Fair Market Value of the Ship as at the Proposed Utilisation Date.
- 5 The Loan will be used towards [the post-delivery financing of the Ship and for general corporate and working capital purposes][*specify other*] and its proceeds should be paid to the Builder on the following terms:

[*details to be inserted*]
- 6 We attach to this Utilisation Request a set of valuations obtained in accordance with clause 23 (*Minimum security value*) as required by paragraph 9 (*Value of Security*) of Part^o3 of Schedule 3.
- 7 We confirm that we will use the proceeds of the Loan for our benefit and under our full responsibility and exclusively for the purposes specified in the Agreement.
- 8 We confirm that the Interest Period for the said Loan shall be three (3) months [*or specify other interest period if agreed with all Lenders*].
- 9 This Utilisation Request is irrevocable and cannot be varied without the prior consent of the Majority Lenders.

Yours faithfully

authorised signatory for
GasLog Hellas-1 Special Maritime Enterprise

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Schedule 5
Form of Transfer Certificate

To: **ABN AMRO Bank N.V.** as Agent

From: **[The Existing Lender]** (the **Existing Lender**) and **[The New Lender]** (the **New Lender**)

Dated:

\$130,000,000 Facility Agreement dated [·] 2019 (the Agreement)

- 1 We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
- 2 We refer to clause 28.5 (*Procedure for assignment*):
 - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in the Loan under the Agreement as specified in the Schedule.
 - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in the Loan under the Agreement specified in the Schedule.
 - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
 - (d) The proposed Transfer Date is [·].
 - (e) The Facility Office and address and attention details for notices of the New Lender for the purposes of clause 35.2 (*Addresses*) are set out in the Schedule.
- 3 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in sub-clause 28.4(c) of clause 28.4 (*Limitation of responsibility of Existing Lenders*).
- 4 The New Lender confirms that it is [not] a Group Member or an Affiliate of any Group Member.
- 5 This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

[Consider including reference to accession to an intercreditor agreement, mortgage or other Finance Documents to which Lenders may need to be party and checklist of steps necessary for the New Lender to obtain the benefit of the Security Documents.]
- 6 This Transfer Certificate and any non-contractual obligations connected with it are governed by English law.
- 7 This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

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Note: The execution of this Transfer Certificate alone may not assign a proportionate share of the Existing Lender's interest in the Security Interests constituted by the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Existing Lender's interest in the Security Interests constituted by the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule

Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

[Facility Office address and attention details for notices and account details for payments.]

[Existing Lender]

By:

[New Lender]

By:

This is accepted by the Agent as a Transfer Certificate and the Transfer Date is confirmed as [·].

Signature of this Transfer Certificate by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

ABN AMRO Bank N.V. as Agent

By:

Schedule 6
Repayment Schedule

[To be confirmed prior to draw down]

Repayment Date	Amount (\$)
1st	1,618,750
2nd	1,618,750
3rd	1,618,750
4th	1,618,750
5th	1,618,750
6th	1,618,750
7th	1,618,750
8th	1,618,750
9th	1,618,750
10th	1,618,750
11th	1,618,750
12th	1,618,750
13th	1,618,750
14th	1,618,750
15th	1,618,750
16th	1,618,750
17th	1,618,750
18th	1,618,750
19th	1,618,750
20th	1,618,750
21st	1,618,750
22nd	1,618,750
23rd	1,618,750

24th	1,618,750
25th	1,618,750
26th	1,618,750
27th	1,618,750
28th	85,793,750

SIGNATURES

THE BORROWER

GASLOG HELLAS-1 SPECIAL MARITIME ENTERPRISE

By:

)
)

/s/ Achilleas Tasioulas

Achilleas Tasioulas

THE ARRANGERS

ABN AMRO BANK N.V.

as Mandated Lead Arranger

By:

)
)
)

/s/ Jennifer Carr

Attorney-in-fact

OVERSEA-CHINESE BANKING CORPORATION LIMITED

as Mandated Lead Arranger

By:

)
)
)

/s/ Lisa Fung

Attorney-in-fact

THE ORIGINAL LENDERS

ABN AMRO BANK N.V.

By:

)
)

/s/ Jennifer Carr

Attorney-in-fact

OVERSEA-CHINESE BANKING CORPORATION LIMITED

By:

)
)

/s/ Lisa Fung

Attorney-in-fact

THE AGENT

ABN AMRO BANK N.V.

By:

)
)

/s/ Jennifer Carr

Attorney-in-fact

THE SECURITY AGENT

ABN AMRO BANK N.V.

By:

)
)

/s/ Jennifer Carr

Attorney-in-fact

Dated 25 June 2019

**Guarantor
GASLOG LTD.
Mortgagee
ABN AMRO BANK N.V.**

CORPORATE GUARANTEE

 **NORTON ROSE FULBRIGHT**

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THIS DEED is dated 25 June 2019 and made between:

- (1) **GASLOG LTD.** (as described in more detail in Schedule 1) (the **Guarantor**); and
- (2) **ABN AMRO BANK N.V.** acting in its capacity as security agent and as trustee for the Finance Parties (the **Mortgagee**).

IT IS AGREED as follows:

1 Definitions and interpretation

- 1.1 Terms defined in the Facility Agreement have, unless defined differently in this Deed, the same meaning when used in this Deed. In addition, in this Deed:

Facility Agreement means the agreement described in Schedule 1 as it may from time to time be amended, restated, novated 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 the change of its parties).

Secured Obligations means the indebtedness and obligations undertaken to be paid or discharged by the Obligor under the Finance Documents.

- 1.2 Clauses 1.2 (*Construction*) to 1.5 (*Conflict of documents*) and any other provision of the Facility Agreement which, by its terms, purports to apply to all of the Finance Documents and/or any Obligor shall apply to this Deed as if set out in it but with all necessary changes and as if references in the provision to Finance Documents referred to this Deed. For the avoidance of doubt, by virtue of clause 1.4 (*Finance Documents*) of the Facility Agreement, the Guarantor confirms that the representations and warranties concerning the Guarantor and/or this Deed made or deemed repeated under the Facility Agreement are true and correct.
- 1.3 The Guarantor confirms it has read and agrees to the terms of the Facility Agreement.

2 Guarantee

- 2.1 The Guarantor irrevocably and unconditionally:
- (a) guarantees to the Mortgagee the punctual performance of the Secured Obligations by each other Obligor;
 - (b) undertakes with the Mortgagee that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on (first) demand pay that amount as if it was the principal obligor; and
 - (c) agrees that it will, as an independent and primary obligation, indemnify the Mortgagee immediately on demand against any cost, loss or liability it incurs (i) if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal where such cost, loss or liability arises as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality have been payable by it under any Finance Document on the date when it would have been due, or (ii) if as a result (directly or indirectly) of the introduction of or any change in (or the interpretation, administration or application of) any law or regulation, or compliance with any law, regulation or administrative procedure made after entry into this Deed (a **Change in Law**), there is a change in the currency, the value of the currency or the timing, place or manner in which any obligation guaranteed by the Guarantor is payable.

The amount payable by the Guarantor under this indemnity:

- (A) in respect of paragraph (i) above, shall be the amount it would have had to pay under this clause 2 if the amount claimed had been recoverable on the basis of a guarantee but for any relevant unenforceability, invalidity or illegality, and
- (B) in respect of paragraph (ii) above, shall include (1) the difference between (x) the amount (if any) received by the Mortgagee and the other Finance Parties from the Borrower and (y) the amount that the Borrower was obliged to pay under the original express terms of the Finance Documents in the currency specified in the Finance Documents, disregarding any Change in Law (the **Original Currency**), and (2) all further costs, losses and liabilities suffered or incurred by the Mortgagee and the other Finance Parties as a result of a Change in Law.

For the purposes of (1)(x) above, if payment was not received by the Mortgagee or the other Finance Parties in the Original Currency, the amount received by the Mortgagee and the other Finance Parties shall be deemed to be that payment's equivalent in the Original Currency converted, actually or notionally at the Mortgagee's discretion, on the day of receipt at the then prevailing spot rate of exchange of the Mortgagee or if, in the Mortgagee's opinion, it could not reasonably or properly have made a conversion on the day of receipt of the equivalent of that payment in the Original Currency, that payment's equivalent as soon as the Mortgagee could, in its opinion, reasonably and properly have made a conversion of the Original Currency with the currency of payment.

If the Original Currency no longer exists, the Guarantor shall make such payment in such currency as is, in the reasonable opinion of the Mortgagee, required, after taking into account any payments by the Borrower, to place the Mortgagee and the other Finance Parties in a position reasonably comparable to that it would have been in had the Original Currency continued to exist.

- 2.2 Nothing in clause 2.1 shall be construed as constituting a guarantee by any Obligor of its own obligations.
- 2.3 The undertakings of the Guarantor under this clause 2 and the other provisions of this Deed are given to the Mortgagee as security agent and trustee for the Finance Parties.
- 2.4 The independent guarantee under this clause 2 is given with the benefit of clause 4 (*Guarantee protections*) and the other provisions of this Deed.

3 Perfection and protection of Guarantee

Without prejudice to clause 19.8 (*Further assurance*) of the Facility Agreement the Guarantor shall, as soon as reasonably practicable, execute all such documents (including notices), deposit all such documents and do all such things as the Mortgagee may reasonably require in order to facilitate the enforcement of this Deed or the exercise of any rights held by the Mortgagee under this Deed.

4 Guarantee protections

- 4.1 This Deed and the obligations of the Guarantor under this Deed are a continuing and independent guarantee and shall extend to the ultimate balance owing in respect of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

- 4.2 If any payment by an Obligor or any discharge given by a Finance Party (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Guarantor under this Deed shall continue as if the payment, release, avoidance or reduction had not occurred; and
 - (b) the Mortgagee shall be entitled to recover the value or amount of that security or payment from the Guarantor, as if the payment, discharge, avoidance or reduction had not occurred.
- 4.3 The obligations of the Guarantor under this Deed shall not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or to the Mortgagee or any other Finance Party) including:
- (a) any time, waiver or consent granted to, or composition with, any Obligor or any other person;
 - (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;
 - (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, any Obligor or 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, any Obligor or any other person;
 - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security;
 - (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
 - (g) any insolvency or similar proceedings.
- 4.4 The Guarantor waives any right it may have of first requiring the Mortgagee or any other Finance Party (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 Guarantor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- 4.5 Until the Secured Obligations have been irrevocably and unconditionally discharged in full, the Mortgagee and each other Finance Party (or any trustee or agent on its behalf) 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 Secured Obligations, or apply and enforce the same in the manner and order it thinks fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

(b) hold in an account any money received from the Guarantor or on account of its liability under this Deed.

4.6 Until all the Secured Obligations have irrevocably and unconditionally been paid in full and unless the Mortgagee otherwise directs, the Guarantor shall not exercise any rights (including rights of set-off) which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified or reimbursed by another Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents; or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

If the Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Mortgagee for application in accordance with clause 30.24 (*Order of application*) of the Facility Agreement. This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

4.7 Until all the Secured Obligations have irrevocably and unconditionally been paid in full and unless the Mortgagee otherwise directs, the Guarantor shall be entitled to declare and pay dividends or other distributions or payments (whether in cash or in specie), including any interest and/or unpaid dividends, to its shareholders, in respect of its equity or any other share capital or warrants for the time being in issue, provided that (a) no Event of Default shall have occurred at the time of declaration or payment of such dividend, distribution or payment nor would occur as a result of the declaration or payment of such dividend, distribution or payment and (b) that following payment of such dividend, distribution or payment the Guarantor is in compliance with the undertaking at clause 5.2(e).

4.8 This Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

5 Financial covenants

The undertakings in this clause 5 remain in force during the Facility Period.

5.1 Financial definitions

In this clause 5:

Cash and Cash Equivalents means cash and cash equivalents and short term investments as set forth in the Financial Statements of the GasLog Group which are readily convertible into known amounts of cash with original maturities of six (6) months or less, but excluding, for the avoidance of doubt, in each case cash and amounts set forth as restricted cash in the Financial Statements of the GasLog Group.

Compliance Certificate means the certificate substantially in the form set out in Schedule 2 to this Deed (*Form of Compliance Certificate*) or otherwise approved.

Current Assets means, "Current Assets" of the GasLog Group as shown in the then most recent Financial Statements of the GasLog Group.

Current Liabilities means, the “Current Liabilities” of the GasLog Group as shown in the then most recent Financial Statements of the GasLog Group.

Current Portion of Loans means, the “Current Portion of Loans” as shown in the then most recent Financial Statements of the GasLog Group.

Debt Service means, in respect of any financial period, the sum to be the aggregate amount of:

- (a) scheduled amounts of principal;
- (b) scheduled amounts of Interest thereon; and
- (c) all other amounts in excess of \$30,000,000 per financial year payable as non-recurring fees or upfront fees, costs and expenses in connection with the GasLog Group’s Financial Indebtedness,

which in each case fell due and was paid by the Parent and its Subsidiaries in such period in respect of Total Indebtedness, as shown in the then most recent Financial Statements relevant to such period.

EBITDA means, in respect of any period, the consolidated profit on ordinary activities of the GasLog Group before taxation for such period:

- (a) adjusted to exclude Interest Receivable and Interest Payable and other similar income or costs to the extent not already excluded;
- (b) adjusted to exclude any gain or loss realised on the disposal of fixed assets (whether tangible or intangible);
- (c) after adding back depreciation and amortisation charged which relates to such period;
- (d) adjusted to exclude any exceptional or extraordinary costs or income; and
- (e) after deducting any profit arising out of the release of any provisions against a liability or charge and adding back any provision relating to long term assets or contracts,

as shown in the then most recent Financial Statements relevant to such period.

Financial Statements means any of the Annual Financial Statements and Semi-Annual Financial Statements of the GasLog Group referred to and defined as such in clause 18.1 (*Financial statements*) of the Facility Agreement.

GasLog Group means the Guarantor and its Subsidiaries for the time being and, for the purposes of this clause 5, any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

Interest means, in respect of any specified Financial Indebtedness, all continuing regular or periodic costs, charges and expenses incurred in effecting, servicing or maintaining such Financial Indebtedness including:

- (a) gross interest, commitment fees, financing premia or other financial charges, discount and acceptance fees and administration and guarantee fees, fronting and ancillary facility fees payable or incurred on any form of such Financial Indebtedness; and
- (b) arrangement fees or other up front fees.

Interest Payable means, in respect of any period, the aggregate (calculated on a consolidated basis) of:

- (a) the amounts charged and posted (or estimated to be charged and posted) as a current accrual accrued during such period in respect of members of the GasLog Group by way of Interest, but excluding any amount accruing as interest in-kind (and not as cash pay) to the extent capitalised as principal during such period; and
- (b) net payments (positive or negative) in relation to interest rate or currency hedging arrangements in respect of Financial Indebtedness (after deducting net income in relation to such interest rate or currency hedging arrangements),

as shown in the then most recent Financial Statements relevant to such period.

Interest Receivable means, in respect of any period, the amount of Interest accrued on cash balances of the GasLog Group (including the amount of interest accrued on the Accounts, to the extent that the account holder is entitled to receive such interest) during such period, as shown in the then most recent Financial Statements relevant to such period.

Market Adjusted Net Worth means, Total Market Adjusted Assets less Total Indebtedness.

Maximum Leverage means, at any time, the figure calculated using the following formula:

$$\text{Maximum Leverage} = \frac{\text{Total Indebtedness}}{\text{Total Assets}}$$

Total Assets means, the amount of total assets of the GasLog Group on a consolidated basis as determined in accordance with GAAP and shown in the then most recent Financial Statements of the GasLog Group and calculated in the same manner as shown in the Original Financial Statements of the GasLog Group.

Total Indebtedness means, the aggregate Financial Indebtedness (on a consolidated basis) of the GasLog Group as shown in the then most recent Financial Statements of the GasLog Group.

Total Market Adjusted Assets means, the Total Assets adjusted upwards or downwards, as the case may be, to reflect any difference between the book value of vessels owned wholly or in part by the GasLog Group and mean valuations of such vessels provided to the Mortgagee in each Compliance Certificate conducted by two independent valuers selected by the Guarantor from the list of Approved Valuers and otherwise in accordance with the provisions of clause 23 (*Minimum security value*) of the Facility Agreement as if such vessels were each a “Ship”.

5.2 Financial condition

The Guarantor shall ensure that at all times:

- (a) it will procure that Market Adjusted Net Worth shall be not less than \$350,000,000;
- (b) Current Assets shall be greater than or equal to Current Liabilities (excluding the Current Portion of Loans);
- (c) the ratio of EBITDA: Debt Service in respect of any six month period, on a trailing four quarter basis, shall be no less than 1.10:1, Provided always that such ratio shall be regarded as having been complied with if at the relevant time when such ratio is being tested the Cash and Cash Equivalents of the GasLog Group shall be at least \$110,000,000;

- (d) Maximum Leverage shall not exceed 75%; and
- (e) Cash and Cash Equivalents shall be at least \$75,000,000.

5.3 Financial testing and provision and contents of Compliance Certificate

- (a) The Guarantor shall supply a Compliance Certificate to the Agent, with each set of audited consolidated Annual Financial Statements and unaudited Semi-Annual Financial Statements for the GasLog Group delivered by the Borrower pursuant to clause 18.1 (*Financial statements*) of the Facility Agreement.
- (b) Each Compliance Certificate shall set out (in reasonable detail) computations as to compliance with this clause 5 and provide the most recent annual valuations of all the vessels owned by the GasLog Group.
- (c) Each Compliance Certificate shall be signed by the Chief Financial Officer of the Guarantor or, in his or her absence, by two directors of the Guarantor.
- (d) The financial covenants set out in clause 5.2 (*Financial condition*) shall be calculated in accordance with GAAP on a consolidated basis and tested upon receipt of the Annual Financial Statements and Semi-Annual Financial Statements of the GasLog Group by reference to each Compliance Certificate delivered pursuant to clause 5.3(a).

6 Release of Guarantee

- 6.1 This Deed shall expire and the Guarantor's obligations under this Deed shall, following a request in writing from the Guarantor at any time following a Drop Down and satisfaction of all conditions under and in accordance with clauses 19.6(a) and (b) (*Drop Down; Reverse Drop Down*) of the Facility Agreement (for the purposes of this clause, the **Drop Down Conditions**), be irrevocably and unconditionally released without any further action required.
- 6.2 If the Guarantor does not make a request in writing as referred to in clause 6.1 above, on the date upon which all the Drop Down Conditions are satisfied, the rights and obligations of the parties to this Deed shall automatically be suspended (with no obligations for the Guarantor and the Mortgagee shall not be entitled to make any demands under this Deed).
- 6.3 Upon the occurrence of a Reverse Drop Down and satisfaction of all conditions under and in accordance with clause 19.6(c) (*Drop Down; Reverse Drop Down*) of the Facility Agreement, and provided that the Borrower and the Guarantor have received a notice in writing from the Agent that a new guarantee from the Guarantor is necessary at the time of the occurrence of the Reverse Drop Down, any suspension of the rights and obligations of the parties to this Deed pursuant to clause 6.2 above shall cease to apply and the Guarantor shall be fully liable for all of its obligations under this Deed.
- 6.4 If the Agent (acting upon the instructions of the Majority Lenders) does not provide written notice to the Borrower and the Guarantor that a new guarantee from the Guarantor is necessary at the time of the occurrence of a Reverse Drop Down, then this Deed shall expire and the Guarantor's obligations under this Deed shall automatically be irrevocably and unconditionally released without any further action required.

7 Benefit of Deed

The Mortgagee may assign its rights under this Deed to any person appointed as Security Agent under the Facility Agreement. It is intended that this document takes effect as a deed even though the Mortgagee may only execute it under hand.

8 Governing law and enforcement

- 8.1 This Deed and any non-contractual obligations connected with it are governed by English law.
- 8.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 8.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they shall not argue to the contrary.
- 8.4 Clauses 8.2 and 8.3 are for the benefit of the Mortgagee only. As a result, the Mortgagee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Mortgagee may take concurrent proceedings in any number of jurisdictions.
- 8.5 Without prejudice to any other mode of service allowed under any relevant law, the Guarantor:
- (a) irrevocably appoints the person named in Schedule 1 as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed;
 - (b) agrees that failure by the process agent to notify the Guarantor of the process shall not invalidate the proceedings concerned; and
 - (c) if any person appointed as process agent for the Guarantor is unable for any reason to act as agent for service of process, the Guarantor must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Mortgagee. Failing this, the Mortgagee may appoint another agent for this purpose.

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

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Schedule 1 Guarantor Information

Guarantor

Name: GasLog Ltd.

Country of incorporation: Bermuda

Registered number: 33928

Registered office: Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda

Process Agent

Name: GasLog Services UK Ltd.

Registered Office: 81 Kings Road, London SW3 4NX, United Kingdom

Address for service of notices

Address: c/o GasLog Monaco SAM
Gildo Pastor Center, 7
rue du Gabian
MC 98000
Monaco

Fax: +37797975124

Attention: Alastair Maxwell

Facility Agreement

Description: Facility Agreement

Date: 2019

Amount of facility: Up to \$130,000,000

Parties:

- (a) Borrower: GasLog Hellas-1 Special Maritime Enterprise
- (b) Arrangers: ABN AMRO BANK N.V. and Oversea-Chinese Banking Corporation Limited
- (c) Original Lenders: The banks and other financial institutions whose names and addresses are set out in Schedule 1 to the Facility

Agreement

- (d) Agent: ABN AMRO BANK N.V as agent for the Finance Parties from time to time
- (e) Security Agent: ABN AMRO BANK N.V as security agent for the Finance Parties from time to time

Schedule 2
Form of Compliance Certificate

To: ABN AMRO BANK N.V

From: GasLog Ltd.

Dated: [-]

Dear Sirs

Corporate Guarantee dated [-] 2019 (the Guarantee) issued in connection with a \$130,000,000 Facility Agreement dated [-] 2019

- 1 We refer to the Guarantee. This is a Compliance Certificate. Terms defined in the Guarantee have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
- 2 We confirm that by reference to the [Semi-Annual][Annual] Financial Statements for the GasLog Group for the financial period ending on [-] attached hereto:
 - (a) our Market Adjusted Net Worth is \$[-] (being \$[-] (Total Market Adjusted Assets) less \$[-] (Total Indebtedness)) [***[Requirement being \$350,000,000];***];
 - (b) our Current Assets (being \$[-]) are [not] greater than or equal to our Current Liabilities, (excluding Current Portion of Loans (being \$[-])) [***[Requirement being that Current Assets are greater than or equal to Current Liabilities at all times (excluding Current Portion of Loans)];***];
 - (c) the ratio of EBITDA: Debt Service has been [-] calculated on a four quarter trailing basis (being \$[-] EBITDA and \$[-] Debt Service) [***[Requirement being that the ratio of EBITDA to Debt Service is not less than 1.10:1 in each 6 month period.];***];
 - (d) the Maximum Leverage is [-]% (being \$[-] Total Indebtedness divided by \$[-] Total Assets). [***[Requirement being that the Maximum Leverage shall not exceed 75%];*** and
 - (e) our Cash and Cash Equivalents is \$[-] [***[Requirement that Cash and Cash Equivalents is, at all times, not less than \$75,000,000].***]
- 3 In order to demonstrate our confirmations in paragraph 2, we attach:
 - (a) two valuations of all of the vessels owned wholly or in part by the GasLog Group from [-] and [-], each being Approved Valuers selected by the Guarantor and otherwise prepared in accordance with clause 23 (*Minimum security value*) of the Facility Agreement;
 - (b) valuations of all other assets owned wholly or in part by the GasLog Group prepared by valuers selected by the Guarantor and otherwise prepared in accordance with clause 23.4 (*Valuations procedure*) of the Facility Agreement;

- (c) reconciliations prepared by us as to the difference between the book value of the assets referred to in 3(a) [(and (b)))] and their market values as demonstrated by the valuations referred to in 3(a) [(and (b)))];
- (d) marked to market valuations of all Treasury Transactions entered into by a member of the GasLog Group reconciled against the [Half Yearly] [Annual] Financial Statements.
- 4 We confirm that no Event of Default is continuing. ***[If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.]***

Signed by:

Chief Financial Officer
For and on behalf of
GasLog Ltd.

SIGNATORIES

The Guarantor

EXECUTED and DELIVERED as a DEED

by

for and on behalf of

GASLOG LTD.

pursuant to a power of attorney dated in the presence of:

/s/ Theofanis Sallis

Witness

Name:Theofanis Sallis

Address: AG. Vlassiou 21
20400 Xylokastron

Occupation: Director

The Mortgagee

Signed by

ABN AMRO BANK N.V.

)

)

/s/ Jennifer Carr

By: Jennifer Carr

SUBSIDIARIES OF GASLOG LTD.

The following companies are subsidiaries of GasLog Ltd.

Name of Subsidiary	Jurisdiction of Incorporation	Proportion of Ownership Interest
Gaslog Investments Ltd.	BVI	100%
GasLog Monaco S.A.M.	Monaco	100%
GasLog LNG Services Ltd.	Bermuda	100%
GasLog Carriers Ltd.	Bermuda	100%
GasLog Shipping Company Ltd.	Bermuda	100%
GasLog Services US Inc.	Delaware, U.S.	100%
GasLog Services UK Ltd.	England and Wales	100%
GasLog Asia Pte. Ltd.	Singapore	100%
GasLog Cyprus Investments Ltd	Cyprus	100%
GAS-one Ltd.	Bermuda	100%
GAS-two Ltd.	Bermuda	100%
GAS-six Ltd.	Bermuda	100%
GAS-nine Ltd.	Bermuda	100%
GAS-ten Ltd.	Bermuda	100%
GAS-fifteen Ltd.	Bermuda	100%
GAS-eighteen Ltd.	Bermuda	100%
GAS-twenty two Ltd.	Bermuda	100%
GAS-twenty three Ltd.	Bermuda	100%
GAS-twenty four Ltd.	Bermuda	100%
GAS-twenty five Ltd.	Bermuda	100%
GAS-twenty six Ltd.	Bermuda	100%
GAS-twenty eight Ltd.	Bermuda	100%
GAS-twenty nine Ltd.	Bermuda	100%
GAS-thirty Ltd.	Bermuda	100%
GAS-thirty one Ltd.	Bermuda	100%
GAS-thirty two Ltd.	Bermuda	100%
GAS-thirty three Ltd.	Bermuda	100%
GAS-thirty four Ltd.	Bermuda	100%
GAS-thirty five Ltd.	Bermuda	100%
GasLog Hellas-1 SME	Greece	100%
GasLog Partners GP LLC	Marshall Islands	100%
GasLog Partners LP	Marshall Islands	30.6%
GasLog Partners Holdings LLC	Marshall Islands	30.6%
GAS-three Ltd.	Bermuda	30.6%
GAS-four Ltd.	Bermuda	30.6%
GAS-five Ltd.	Bermuda	30.6%
GAS-seven Ltd	Bermuda	30.6%
GAS-eight Ltd	Bermuda	30.6%
GAS-eleven Ltd	Bermuda	30.6%
GAS-twelve Ltd.	Bermuda	30.6%
GAS-thirteen Ltd	Bermuda	30.6%
GAS-fourteen Ltd.	Bermuda	30.6%
GAS-sixteen Ltd.	Bermuda	30.6%
GAS-seventeen Ltd.	Bermuda	30.6%
GAS-nineteen Ltd.	Bermuda	30.6%
GAS-twenty Ltd.	Bermuda	30.6%
GAS-twenty one Ltd.	Bermuda	30.6%
GAS-twenty seven Ltd.	Bermuda	30.6%

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[EXHIBIT 8.1](#)

[SUBSIDIARIES OF GASLOG LTD.](#)

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Paul Wogan, certify that:

1. I have reviewed this annual report on Form 20-F of GasLog Ltd. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

By: Dated: March 6, 2020
/s/ PAUL A. WOGAN

Name: Paul A. Wogan
Title: Chief Executive Officer

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[EXHIBIT 12.1](#)

[CERTIFICATION OF CHIEF EXECUTIVE OFFICER](#)

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Alastair Maxwell, certify that:

1. I have reviewed this annual report on Form 20-F of GasLog Ltd. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

By: Dated: March 6, 2020
/s/ ALASTAIR MAXWELL

Name: Alastair Maxwell
Title: Chief Financial Officer

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[EXHIBIT 12.2](#)

[CERTIFICATION OF CHIEF FINANCIAL OFFICER](#)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report on Form 20-F of GasLog Ltd., a Bermuda exempted company (the "Company"), for the period ending December 31, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the report.

The foregoing certification is provided solely for purposes of complying with the provisions of Section 906 of the Sarbanes-Oxley Act of 2002 and is not intended to be used or relied upon for any other purpose.

By: Date: March 6, 2020
 /s/ PAUL A. WOGAN

Name: Paul A. Wogan
Title: Chief Executive Officer

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[EXHIBIT 13.1](#)

[CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report on Form 20-F of GasLog Ltd., a Bermuda exempted company (the "Company"), for the period ending December 31, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the report.

The foregoing certification is provided solely for purposes of complying with the provisions of Section 906 of the Sarbanes-Oxley Act of 2002 and is not intended to be used or relied upon for any other purpose.

By: Date: March 6, 2020
 /s/ ALASTAIR MAXWELL

Name: Alastair Maxwell
Title: Chief Financial Officer

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[EXHIBIT 13.2](#)

[CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statements No. 333-230205 on Form F-3 and No. 333-187020 on Form S-8, of our reports dated March 6, 2020, relating to the consolidated financial statements of GasLog Ltd., and the effectiveness of GasLog Ltd.'s internal control over financial reporting, appearing in this Annual Report on Form 20-F of GasLog Ltd. for the year ended December 31, 2019.

Deloitte LLP

London, United Kingdom

March 6, 2020

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[EXHIBIT 23.1](#)

[CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM](#)