

**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, 2015**
- ☐ 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 Monaco S.A.M.
Gildo Pastor Center
7 Rue du Gabian
MC 98000, Monaco

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

Title of Each Class	Name of Each Exchange on Which Registered
Common Shares, \$0.01 par value per share	New York Stock Exchange
Series A Preference Shares, \$0.01 par value per share	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, 2015, there were 80,496,499 common shares of the Company's common stock outstanding and 4,600,000 Series A Preference shares.

Indicate by check mark if the Company 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 Company 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 Company (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 Company has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 Company was required to submit and post such files). Yes ☐ No ☒

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

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Indicate by check mark which basis of accounting the Company 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 Company has elected to follow. ☐ Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the Company 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 own, operate and acquire liquefied natural gas, or “LNG”, carriers under long-term 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);
- “BG Group” refers to BG Group plc which was acquired by Royal Dutch Shell plc (“Shell”) on February 15, 2016; “MSL” refers to Methane Services Limited, a subsidiary of BG Group; “Hyundai” refers to Hyundai Heavy Industries Co., Ltd.; and “Samsung” refers to Samsung Heavy Industries Co., Ltd.; or, in each case, one or more of their subsidiaries or to such entities collectively;
- “NYSE” refers to the New York Stock Exchange; and “SEC” refers to the U.S. Securities and Exchange Commission;
- “dollars” and “\$” refers to, and amounts are presented in, U.S. dollars;
- “cbm” refers to cubic meters;
- “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 long-term charter rates, ship values, factors affecting supply and demand of LNG and LNG shipping and technological advancements;
- continued low prices for crude oil and petroleum products;
- our ability to enter into time charters with new and existing customers;
- changes in the ownership of our charterers;
- our customers' performance of their obligations under our time charters;
- our future operating performance, financial condition, liquidity and cash available for dividends and distributions;
- 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 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 or operating expenses;
- the time that it may take to construct and deliver newbuildings and the useful lives of our ships;
- number of off-hire days, drydocking requirements and insurance costs;
- fluctuations in currencies and interest rates;
- our ability to maintain long-term relationships with major energy companies;
- our ability to maximize the use of our ships, including the re-employment or disposal of ships not under time charter commitments;
- environmental and regulatory conditions, including changes in laws and regulations or actions taken by regulatory authorities;
- the expected cost of, and our ability to comply with, governmental regulations and maritime self-regulatory organization standards, requirements imposed by classification societies and standards imposed by our charterers applicable to our business;
- risks inherent in ship operation, including the discharge of pollutants;
- availability of skilled labor, ship crews and management;
- potential disruption of shipping routes due to accidents, 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 breach; 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.

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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, 2015. The summary consolidated financial data of GasLog as of December 31, 2014 and 2015, and for each of the years in the three year period ended December 31, 2015, is derived from our audited consolidated financial statements included in “Item 18. Financial Statements”. The selected consolidated financial data as of December 31, 2011, 2012 and 2013, and for the years ended December 31, 2011 and 2012, 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 International Financial Reporting Standards, or “IFRS”, as issued by the International Accounting Standards Board, or 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,				
	2011	2012	2013	2014	2015
(in thousands of U.S. dollars, except share and per share data)					
CONSOLIDATED STATEMENT OF PROFIT OR LOSS					
Revenues	\$ 66,471	\$ 68,542	\$ 157,240	\$ 328,679	\$ 415,078
Vessel operating and supervision costs	(12,654)	(14,354)	(32,058)	(70,732)	(98,552)
Voyage expenses and commissions	(292)	(292)	(2,861)	(7,738)	(14,290)
Depreciation of fixed assets	(12,827)	(13,065)	(29,322)	(70,695)	(106,641)
General and administrative expenses	(15,997)	(20,380)	(21,598)	(34,154)	(41,282)
Profit from operations	24,701	20,451	71,401	145,360	154,313
Financial costs	(9,631)	(11,670)	(27,851)	(71,579)	(91,956)
Financial income	42	1,174	411	274	427
(Loss)/gain on swaps	(2,725)	(6,783)	11,498	(24,787)	(10,332)
Share of profit of associate and joint venture	1,311	1,078	1,470	1,497	1,216
Gain on disposal of subsidiaries	25	—	—	—	—
Total other expenses, net	(10,978)	(16,201)	(14,472)	(94,595)	(100,645)
Profit for the year	\$ 13,723	\$ 4,250	\$ 56,929	\$ 50,765	\$ 53,668
Profit attributable to owners of the Group	\$ 14,040	\$ 4,250	\$ 56,929	\$ 42,161	\$ 10,829
(Loss)/profit attributable to non-controlling interest	\$ (317)	\$ —	\$ —	\$ 8,604	\$ 42,839
Earnings per share, basic and diluted ⁽¹⁾	\$ 0.36	\$ 0.07	\$ 0.91	\$ 0.54	\$ 0.04
Weighted average number of shares, basic ⁽¹⁾	35,837,297	56,093,775	62,863,665	78,633,820	80,496,314
Weighted average number of shares, diluted ⁽¹⁾	39,101,496	56,695,519	62,863,665	78,800,192	80,610,420
Dividends declared per common share ⁽¹⁾⁽²⁾	\$ 0.22	\$ 0.11	\$ 0.45	\$ 0.50	\$ 0.56
Dividends declared per preference share	\$ —	\$ —	\$ —	\$ —	\$ 1.60

	As of December 31,				
	2011	2012	2013	2014	2015
(in thousands of U.S. dollars)					
CONSOLIDATED STATEMENT OF FINANCIAL POSITION DATA					
Cash and cash equivalents	\$ 20,093	\$ 110,978	\$ 103,798	\$ 211,974	\$ 302,988
Short-term investments	—	104,674	4,500	28,103	6,000
Restricted cash	—	—	—	22,826	62,718
Investment in associate and joint venture ⁽³⁾	6,528	6,856	6,326	6,603	6,274
Tangible fixed assets ⁽⁴⁾	438,902	426,880	1,529,720	2,809,517	3,400,270
Vessels under construction	109,070	217,322	120,295	142,776	178,405
Total assets	607,013	908,768	1,816,679	3,269,971	4,039,621
Borrowings, current portion	24,277	25,753	100,320	116,431	636,987
Borrowings, non-current portion	256,788	228,515	1,014,754	1,778,845	1,737,500
Share capital ⁽¹⁾	391	629	629	810	810
Preferred stock	—	—	—	—	46
Equity attributable to owners of the Group	290,414	603,271	639,533	929,391	1,001,674
Non-controlling interest	—	—	—	323,646	506,246
Total equity	290,414	603,271	639,533	1,253,037	1,507,920
Year Ended December 31,					
	2011	2012	2013	2014	2015
(in thousands of U.S. dollars)					
CONSOLIDATED CASH FLOW DATA					
Net cash provided by operating activities	\$ 27,001	\$ 24,918	\$ 86,745	\$ 148,288	\$ 161,579
Net cash used in investing activities	(86,464)	(212,621)	(935,516)	(1,386,656)	(704,052)
Net cash provided by financing activities	56,286	278,811	840,481	1,346,762	634,317
Year Ended December 31,					
	2011	2012	2013	2014	2015
FLEET DATA⁽⁵⁾					
Number of managed ships at end of period	14	14	20	21	22
Average number of managed ships during period	14.0	14.0	16.9	20.0	21.7
Number of owned ships at end of period	2	2	8	16	19
Average number of owned ships during period	2.0	2.0	5.0	12.4	18.2
Average age of owned ships (years)	1.5	2.5	1.7	4.4	5.2
Total calendar days for owned fleet	730	732	1,832	4,520	6,638
Total operating days for owned fleet ⁽⁶⁾	730	732	1,808	4,392	6,097
	3				

	Year Ended December 31,				
	2011	2012	2013	2014	2015
	(in thousands of U.S. dollars)				
OTHER FINANCIAL DATA					
EBITDA ⁽⁷⁾	\$ 38,864	\$ 34,594	\$ 102,193	\$ 217,552	\$ 262,170
Adjusted EBITDA ⁽⁷⁾	38,738	34,047	101,617	217,172	262,969
Capital expenditures:					
Payment for vessels	88,036	110,765	1,038,153	1,364,283	728,446
Common share dividend declared ⁽²⁾	8,500	6,915	28,288	39,840	45,078
Preference share dividend declared	—	—	—	—	7,379

⁽¹⁾ Gives effect to the 238-for-1 share split effected on March 13, 2012.

⁽²⁾ Of the total \$8.50 million dividend declared during the year ended December 31, 2011, \$0.77 million, was paid in cash and the remainder was contributed to the capital of the Company by our existing majority shareholder. The dividends declared during the years ended December 31, 2012, 2013, 2014 and 2015 were paid in cash.

⁽³⁾ Consists of our 25.0% ownership interest in Egypt LNG Shipping Ltd. or “Egypt LNG” and our 33.33% ownership interest in The Cool Pool Limited or “the Cool Pool”. 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 initially consists of 14 modern, high quality and essentially equivalent vessels powered by fuel efficient tri fuel diesel electric (“TFDE”) propulsion technology. The three owners’ initial vessels participation in the Cool Pool was as follows: Dynagas: three vessels; GasLog: three vessels; and Golar: eight vessels. Each vessel owner continues to be fully responsible for the manning and technical management of their respective vessels. The Cool Pool was incorporated in September 2015.

⁽⁴⁾ Includes delivered ships (including drydocking 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.

⁽⁵⁾ 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, 2015 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, BG Group, Egypt LNG and Lepta Shipping that are operating under our management.

⁽⁶⁾ The operating days for our fleet are the total number of days in a given period that the vessels were in our possession less the total number of days off-hire not recoverable from the insurers. In 2015, operating days include 174 for our vessels operating in the Cool Pool. We define days off-hire as days lost to, among other things, operational deficiencies, drydocking 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, or periods of commercial waiting time during which we do not earn charter hire.

⁽⁷⁾ **Non-GAAP Financial Measures:**

EBITDA is defined as earnings before depreciation, amortization, interest income and expense, gain/loss on swaps and taxes. Adjusted EBITDA is defined as EBITDA before foreign exchange gains/losses. EBITDA and Adjusted EBITDA 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 and Adjusted EBITDA 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 interest, gain/loss on swaps, taxes, depreciation and amortization, and, in the case of Adjusted EBITDA, foreign exchange gains/losses, which items are affected by various and possibly changing financing methods, capital structure and historical cost basis and which items may significantly affect results of operations between periods.

EBITDA and Adjusted EBITDA 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 significant interest expense, or 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 and Adjusted EBITDA 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, 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 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,				
	2011	2012	2013	2014	2015
	(in thousands of U.S. dollars)				
Profit for the year	\$ 13,723	\$ 4,250	\$ 56,929	\$ 50,765	\$ 53,668
Depreciation of fixed assets	12,827	13,065	29,322	70,695	106,641
Financial costs	9,631	11,670	27,851	71,579	91,956
Financial income	(42)	(1,174)	(411)	(274)	(427)
Loss/(gain) on swaps	2,725	6,783	(11,498)	24,787	10,332
EBITDA	38,864	34,594	102,193	217,552	262,170
Foreign exchange (gains)/losses, net	(126)	(547)	(576)	(380)	799
Adjusted EBITDA	\$ 38,738	\$ 34,047	\$ 101,617	\$ 217,172	\$ 262,969

B. Capitalization and Indebtedness

The following table sets forth our capitalization as of December 31, 2015:

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, 2015 (in thousands of U.S. dollars)
Debt:⁽¹⁾	
Borrowings, current portion ⁽²⁾	\$ 636,987
Borrowings, non-current portion ⁽²⁾	1,737,500
Total debt	2,374,487
Equity:	
Preferred stock ⁽³⁾	46
Share capital ⁽³⁾	810
Contributed surplus	1,020,292
Reserves	(8,829)
Treasury shares ⁽³⁾	(12,491)
Retained earnings	1,846
Non-controlling interest	506,246
Total equity	1,507,920
Total capitalization	\$ 3,882,407

⁽¹⁾ Our indebtedness, other than our NOK 1 billion bond, or the “Bond”, 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 Bond (the carrying amount of which, net of unamortized financing costs as of December 31, 2015 is \$112.19 million) is unsecured. Debt presented does not include our scheduled debt payments since December 31, 2015 totaling \$18.28 million and the prepayment of the outstanding debt of GAS-twenty six Ltd. of \$230.0 million, following the completion of the sale and leaseback of the *Methane Julia Louise*. 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, 2015, are shown net of \$33.29 million of loan issuance costs and premium 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, 2015, our share capital consisted of 80,496,499 issued and outstanding common shares, 496,627 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 to Our Business

Our future performance and ability to secure future time charters depends on continued growth in LNG production and demand for LNG and LNG shipping.

Our future performance, including our ability to profitably expand our fleet, will depend on continued growth in LNG production and the demand for LNG and LNG shipping. A complete LNG project includes production, liquefaction, storage, regasification and distribution facilities, in addition to the marine transportation of LNG. Increased infrastructure investment has led to an expansion of LNG production capacity in recent years, but material delays in the construction 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 global economic crisis and continued economic uncertainty, fluctuations in global commodity prices, including natural gas, oil and coal as well as other sources of energy. Continued growth in LNG production and demand for LNG and LNG shipping could be negatively affected by a number of factors, including:

- continued low prices for crude oil and petroleum products;
- increases in interest rates or other events that may affect the availability of sufficient financing for LNG projects on commercially reasonable terms;
- increases in the cost of natural gas derived from LNG relative to the cost of natural gas generally;
- increases in the production levels of low-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, the extension of existing, or the development of new pipeline systems in markets we may serve, or the conversion of existing non-natural gas pipelines to natural gas pipelines in those markets;
- decreases in the consumption of natural gas due to increases in its price, decreases in the price of alternative energy sources, including coal, or other factors making consumption of natural gas less attractive;
- any significant explosion, spill or other incident involving an LNG facility or carrier;
- infrastructure constraints such as delays in the construction of liquefaction 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;
- labor or political unrest or military conflicts affecting existing or proposed areas of LNG production or regasification;
- decreases in the price of LNG, which might decrease the expected returns relating to investments in LNG projects;
- new taxes or regulations affecting LNG production or liquefaction that make LNG production less attractive; or
- negative global or regional economic or political conditions, particularly in LNG consuming regions, which could reduce energy consumption or its growth.

In 2015, global crude oil prices were very volatile and fell significantly. Such decline in oil prices since late 2014 has depressed natural gas prices and led to a narrowing of the gap in pricing in

different geographic regions, which has adversely affected 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 continued decline in oil prices could adversely affect both the competitiveness of gas as a fuel for power generation and the market price of gas, to the extent that gas prices are benchmarked to the price of crude oil.

Some production companies have announced delays or cancellations of certain previously announced LNG projects, which, unless offset by new projects coming on stream, could adversely affect demand for LNG charters over the next few years, while the amount of tonnage available for charter is expected to increase.

Unless LNG charter market conditions improve, we may have difficulty in securing charters at attractive rates and durations on our ships when we are seeking a new charter. Such a failure may adversely affect 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 we are required to comply with are based. See “—Risks Related to Our Business—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.”

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

Natural gas prices are volatile and are affected by numerous factors beyond our control, including but not limited to the following:

- price and availability of crude oil and petroleum products;
- worldwide demand for natural gas and oil;
- 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;
- 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 alternate sources of natural gas in gas importing and consuming countries.

Natural gas prices have historically varied substantially between regions. This price disparity between producing and consuming regions supports demand for LNG shipping and any convergence of natural gas prices would adversely affect demand for LNG shipping. In 2015, global crude oil prices were very volatile and fell significantly. Such decline in oil prices since late 2014 has depressed natural gas prices and led to a narrowing of the gap in pricing in different geographic regions.

Given the significant global natural gas and crude oil price decline as referenced above, a continuation of lower natural gas or oil prices or a further decline in natural gas or oil prices may adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders, 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 cancelation of existing projects as energy companies lower their capital expenditures budgets, which may reduce our growth opportunities;

- low oil prices negatively affecting both the competitiveness of natural gas as a fuel for power generation and the market price of natural gas, to the extent that natural gas prices are benchmarked to the price of crude oil;
- 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.

Our future growth depends on our ability to expand relationships with existing customers, establish relationships with new customers and obtain new time charter contracts, for which we will face substantial competition from established companies with significant resources and potential new entrants.

We are seeking to enter into time charter contracts for (i) one of our newbuildings scheduled for delivery in 2018, (ii) the *GasLog Chelsea*, the *GasLog Saratoga* and the *GasLog Salem*, which operate in the Cool Pool, and (iii) the *GasLog Skagen*, which from 2016 will be on a seasonal contract (i.e., employed for seven months and available to accept other charters for five months per year). We will also seek to enter into new time charter contracts upon the expiration or early termination of our existing charter arrangements, and upon any expansion of our fleet of owned ships beyond our contracted newbuildings. One of our principal objectives is to enter into additional long-term, fixed-rate charters. In addition, we may seek to expand the customer base for our ship management services. The process of obtaining charters for LNG carriers is highly competitive and generally involves an intensive screening procedure and competitive bids, which often extends for several months. We believe 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;
- efficiency of ship operation;
- LNG shipping experience and quality of ship operations;
- 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 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 overall price.

We expect substantial competition for providing marine transportation services for potential LNG projects from a number of experienced companies, including other independent ship owners as well as state-sponsored entities and major energy companies that own and operate LNG carriers and may compete with independent owners by using their fleets to carry LNG for third parties. Some of these competitors have significantly greater financial resources and larger fleets than we have. A number of marine transportation companies—including companies with strong reputations and extensive resources and experience—have entered the LNG transportation market in recent years, and there are other ship owners and managers 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 of these factors, we may be unable to expand our relationships with existing customers or to obtain new customers on a profitable basis, if at all, 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.

Hire rates for LNG carriers may fluctuate substantially and are currently below historical average rates. If rates are lower when we are seeking a new charter, our revenues and cash flows may decline.

Our ability from time to time to charter or re-charter any ship at attractive rates will depend on, among other things, the prevailing economic conditions in the LNG industry. Hire rates for LNG carriers may fluctuate over time as a result of changes in the supply-demand balance relating to current and future ship capacity. This supply-demand relationship largely depends on a number of factors outside our control. The LNG charter market is connected to world natural gas prices and energy markets, which we cannot predict. A substantial or extended decline in demand for natural gas or LNG could adversely affect our ability to charter or re-charter our ships at acceptable rates or to acquire and profitably operate new ships. Hire rates for newbuildings are correlated with the price of newbuildings. Hire rates at a time when we may be seeking new charters may be lower than the hire rates at which our ships are currently chartered. If hire rates are lower when we are seeking a new charter, or at the time option extensions are due to be declared, our revenues and cash flows, including cash available for dividends to our shareholders, may decline, as we may only be able to enter into new charters at reduced or unprofitable rates or may not be able to re-charter our ship, or we may have to secure a charter in the spot market, where hire rates are more volatile. Prolonged periods of low charter hire rates or low ship utilization could also have a material adverse effect on the value of our assets.

These factors, among others, have in turn led to a significant shortening of the average duration of spot charters fixed during 2015, 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 two vessels that could come off charter during 2016 and those vessels in the Cool Pool. Currently, we have a total of 1,191 open vessel days during the remainder of 2016, including 978 days for the three vessels operating in the Cool Pool.

An oversupply of LNG carriers 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.

Driven in part by an increase in LNG production capacity, the market supply of LNG carriers has been increasing as a result of the construction of new ships. The development of liquefaction projects in the United States and the anticipated exports beginning in early 2016 has driven significant ordering activity. As of December 31, 2015, the LNG carrier order book totalled 145 vessels, and the delivered fleet stood at 427 vessels. We believe that this and any future expansion of the global LNG carrier fleet may have a negative impact on charter hire rates, ship utilization and ship values, which impact could be amplified if the expansion of LNG production capacity does not keep pace with fleet growth.

If charter hire rates are lower when we are seeking new time charters, our revenues and cash flows, including cash available for dividends to our shareholders, may decline.

If an active short-term or spot LNG carrier charter market continues to develop, 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 provided on a multi-year basis, though the level of spot voyages and short-term time charters of less than 12 months in

duration has grown in the past few years. If an active short-term or spot charter market continues to develop, we may enter into short-term time charters upon expiration or early termination of our current charters, for any ships for which we have not secured charters, or for any new ships we acquire beyond our contracted newbuildings. As a result, 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 based on changing market prices, as opposed to contracts based on fixed rates, which could result in a decrease in our revenues and cash flows, including cash available for dividends to our shareholders, if we enter into charters during periods when the market price for shipping LNG is depressed.

Further technological advancements and other innovations affecting LNG carriers could reduce the charter hire rates we are able to obtain when seeking new employment, 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 includes speed and fuel economy. Flexibility 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 and engine designs are continually evolving. At such time as newer designs are developed and accepted in the market, these newer vessels may be found to be more efficient or more flexible or have longer physical lives than our ships. Competition from these more technologically advanced LNG carriers and the older technology of our steam-powered ("Steam") vessels, as well as any vessels with older technology which we acquire, 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.

Risks associated with operating and managing ocean-going ships could affect our business and reputation.

The operation and management of ocean-going ships carries inherent risks. These risks include the possibility of:

- marine disaster;
- piracy;
- 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 and quarantine, or political action in various countries; and
- work stoppages or other labor problems with crew members serving on our ships.

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

- death or injury to persons, loss of property or environmental damage;
- delays in the delivery of cargo;
- loss of revenues from termination of charter contracts or ship management agreements;
- 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.

Any of these results 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 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 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 and loss of hire insurance covering our owned 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. 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. Similarly, although we carry ship manager insurance in connection with our management of third-party ships, we can give no assurance that such insurance will adequately insure us against all risks associated with our ship management services, that our insurers will pay a particular claim or that we will be able to procure adequate insurance coverage at commercially reasonable rates in the future.

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.

The required drydocking of our ships could be more expensive and time consuming than we anticipate, which could adversely affect our results of operations and cash flows.

Drydockings of our owned ships require significant capital expenditures and result in loss of revenue while our ships are off-hire. Any significant increase in either the number of off-hire days due to such drydockings or in the costs of any repairs carried out during the drydockings could have a material adverse effect on our profitability and our cash flows. We may not be able to accurately predict the time required to drydock any of our ships or any unanticipated problems that may arise. If more than one of our ships is required to be out of service at the same time, or if a ship is drydocked longer than expected or if the cost of repairs during the drydocking is greater than budgeted, our results of operations and our cash flows, including cash available for dividends to our shareholders, could be adversely affected. During the year ended December 31, 2015, the drydockings of the *GasLog Savannah*, the *GasLog Singapore*, the *GasLog Chelsea*, the *Methane Alison Victoria*, the *Methane Shirley Elizabeth*, the *Methane Heather Sally*, the *Methane Becki Anne* and the *Methane Julia Louise* were completed. The drydockings of the remainder of our vessels are expected to be carried out in 2016 (two vessels) and 2018 (five vessels), respectively.

Changes in global and regional economic conditions 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, which may negatively impact the demand for our ships and services and could also result in defaults under our current charters or termination of our ship management contracts. Global financial markets and economic conditions have been volatile in recent years and remain subject to significant vulnerabilities. In particular, despite recent measures taken by the European Union, concerns persist regarding the debt burden of certain Eurozone countries, including Greece, and their ability to meet future financial obligations, and the overall stability of the euro. Furthermore, a tightening of the credit markets may further 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 are located in Greece. The current 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. 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.

Disruptions in world financial markets could limit our ability to obtain future debt financing or refinance existing debt.

Global financial markets and economic conditions have been disrupted and volatile in recent years. Credit markets as well as the debt and equity capital markets were exceedingly distressed and at certain times in recent years it was difficult to obtain financing and the cost of any available financing increased significantly. If global financial markets and economic conditions significantly deteriorate in the future, we may experience difficulties obtaining financing commitments, including commitments to refinance our existing debt as substantial balloon payments come due under our credit facilities, in the future if lenders are unwilling to extend financing to us or unable to meet their funding obligations due to their own liquidity, capital or solvency issues. As a result, financing may not be available on acceptable terms or at all. If financing is not available when needed, or is available only on unfavorable terms, we may be unable to meet our future obligations as they come due. Our failure to obtain the funds for these capital expenditures 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 the absence of available financing, we also may be unable to take advantage of further business opportunities or respond to competitive pressures.

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 classed 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. 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.

The LNG shipping industry is subject to substantial environmental and other regulations, which may significantly limit our operations or increase our expenses.

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 cleanup 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.

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 and regulations may be adopted that could limit our ability to do business or increase our operating costs, which could materially and adversely affect our business. For example, new or amended legislation relating to ship recycling, sewage systems, emission control (including emissions of greenhouse gases) as well as ballast water treatment and ballast water handling may be adopted. The United States has recently enacted ballast water management system legislation and regulations that require more stringent controls of air and water emissions from ocean-going ships. Such legislation or regulations may require additional capital expenditures or operating expenses (such as increased costs for low-sulfur fuel) in order for us to maintain our ships' compliance with international and/or national regulations. We also may 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, 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 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.

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 International Maritime Organization, or “IMO”, have adopted, or are considering the adoption of, regulatory frameworks to reduce greenhouse gas emission from ships. These regulatory measures may include 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 the Kyoto Protocol to the United Nations Framework Convention on Climate Change, or the “Kyoto Protocol”, or any amendments or successor agreements, 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.

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 financial and operational adverse impacts on our business that we cannot predict with certainty at this time.

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 dividends to our shareholders. In particular, our ships frequent LNG terminals in countries including Egypt, Equatorial Guinea and Trinidad as well as transit through the Gulf of Aden and the Strait of Malacca. Economic, political and governmental conditions in these and other regions have from time to time resulted in military conflicts, terrorism, attacks on ships, mining of waterways, piracy and other efforts to disrupt shipping. 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 dividends to our shareholders. In addition, our business could also be harmed by tariffs, trade embargoes and other economic sanctions by the United States or other countries against countries in the Middle East, Southeast Asia or elsewhere as a result of terrorist attacks, hostilities or diplomatic or political pressures that limit trading activities with those countries.

Terrorist attacks, international hostilities 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 other current and future conflicts, 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. Since 2008, the frequency of piracy incidents against commercial shipping vessels has increased significantly, particularly in the Gulf of Aden and off the coast of Somalia. Any terrorist attacks targeted at ships may in the future negatively materially affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders 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.

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 successful 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.

In the future, the ships we own or manage could be required to call on 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 us, 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. While non-U.S. companies may now engage in certain business or trade with Iran that was previously prohibited, the U.S. has the ability to reimpose sanctions against Iran if, in the future, Iran does not comply with its obligations under the nuclear agreement.

Although the ships we own and those we manage 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 cannot assure you 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 consistent 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 time and attention of our senior management.

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 and 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 Us

Any limitation in the availability or operation of our ships could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our owned fleet consists of 18 LNG carriers that are in operation (including the eight LNG carriers owned by GasLog Partners) and eight newbuildings on order. 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 amplified during the period prior to delivery of our newbuildings, as a substantial portion of our cash flows and income are dependent on the revenues earned by the chartering of our 18 LNG carriers in operation. In addition, the costs of vessel 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, including cash available for dividends to our shareholders.

We depend upon one customer for nearly all of our revenues. The loss of this customer 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 have historically derived nearly all of our revenues from one customer, MSL, a subsidiary of BG Group, which was acquired by our other customer, Shell on February 15, 2016. For the year ended December 31, 2015, MSL and Shell accounted for 83.14% and 11.76% of our revenues, respectively. Following the delivery of our eight new LNG carriers on order, MSL will continue to be a key customer, as seven of our newbuildings will be chartered to MSL upon delivery for a total of 21 vessels chartered to MSL. Although MSL's contractual obligations under the charter agreements are not impacted by the acquisition, we cannot provide assurance that we will be able to maintain the same business relationship previously enjoyed with BG Group following its acquisition by Shell or BG Group. In addition, the acquisition by Shell has increased our customer concentration because all of our vessels are now chartered to subsidiaries of Shell. Furthermore, we could lose a customer or the benefits of our time charter or ship management arrangements for many different reasons, including if the customer is unable or unwilling to make charter hire or other payments to us because of a deterioration in its financial condition, disagreements with us or otherwise. If our customer terminates its charters, chooses not to re-charter our ships after the initial charter terms or is unable to perform under its charters and we are not able to find replacement charters on similar terms, we will suffer a loss of revenues that 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 revenues would also be impacted if MSL terminates or is unable to perform under our ship management contracts.

Any charter termination could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our charterers have 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 drydocking 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;
- 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 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.

If we lose a charter, we may be unable to obtain a new time charter on terms as favorable to us or with a charterer of comparable standing, particularly if we are seeking new time charters at a time when charter rates in the LNG industry are depressed. Consequently, we may have an increased exposure to the volatile spot market, which is highly competitive and subject to significant price fluctuations. In the event that we are unable to re-deploy a ship for which a charter has been terminated, we will not receive any revenues from that ship, and we may be required to pay expenses necessary to maintain the ship in proper operating condition. In addition, in the event of a charter termination we could be required under certain of our credit facilities 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 some other of our credit facilities repay the outstanding loan amount, which could restrict our cash available for dividends to our shareholders.

Our ship management agreements may be terminated with limited advance notice.

Unlike our time charters, our ship management agreements with MSL and Egypt LNG may be terminated at any time by either party with a short period of advance notice. In the event that a ship management agreement is terminated by MSL other than in connection with the sale of a ship, MSL would generally be entitled to immediately terminate the ship management agreements for the other ships we manage on its behalf. If a customer were to terminate our ship management agreements, we may be unable to find new customers for our ship management services or we may choose not to continue providing ship management services to third-party customers, which could adversely impact our revenues and cash flows, including cash available for dividends to our shareholders.

Due to our lack of diversification, adverse developments in the LNG transportation industry could adversely affect our business, particularly if such developments occur at a time when we are seeking a new charter.

We rely exclusively on cash flow generated from charters for our LNG vessels and management of our and third party LNG vessels. Due to our lack of diversification, an adverse development in 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 eight newbuildings we have on order 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 eight contracted newbuildings are scheduled to be delivered to us on various dates between 2016 and 2019. 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 of newbuildings could be delayed because of:

- shortages of equipment, materials or skilled labor;
- delays in the receipt of necessary construction materials, such as steel, or equipment, such as engines or generators;
- failure of equipment to meet quality and/or performance standards;
- the shipyards over-committing to new ships to be constructed;
- changes in governmental regulations or maritime self-regulatory organization standards;
- political or economic disturbances;
- financial or operating difficulties experienced by equipment vendors or the shipyards;
- requests for changes to the original vessel specifications;
- inability to obtain required permits or approvals;
- disputes with the shipyards;
- inability to finance the construction or conversion of the vessels;
- work stoppages and other labor disputes; and
- adverse weather conditions or any other events of force majeure, including war or hostilities between South Korea, where we have ships on order at Samsung and Hyundai, and North Korea.

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 man 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 man 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 must make substantial capital expenditures to acquire the eight newbuildings we have on order and any additional ships we may acquire in the future.

We are obligated to make substantial capital expenditures to fund our commitments for the eight newbuildings we have on order. We are scheduled to take delivery of the vessels on various dates between 2016 and 2019. As of December 31, 2015, the total remaining balance of the contract prices for the eight vessels was \$1.45 billion, 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 will come due upon its delivery to us from the shipyard. We intend to fund these commitments with the \$1,311.3 million under the financing agreement we entered into on October 16, 2015, available cash and cash from operations.

To the extent that we are unable to draw down the amounts committed under our credit facilities, whether due to our failure to comply with the terms of such facilities or the lenders' failure to fund the committed amounts, 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 eight contracted newbuildings. 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 the shipbuilder would have the option of cancelling the contract and retaining any previously funded installment payments, 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.

In addition, we may choose to make substantial capital expenditures to expand the size of our fleet in the future. In order to exercise our options with Samsung to purchase up to six additional newbuildings, we would need to obtain financing on terms acceptable to us. We expect to finance the cost of any new vessels 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 and further contingencies and uncertainties that are beyond our control. Even if we are successful in obtaining necessary funds, the terms of any debt financings could limit our ability to further expand our fleet and to pay 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 our lenders;
- expand our relationships with existing customers and establish new customer relationships;
- 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;
- enter into, terminate or amend 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 full, or to allow our largest shareholders to reduce their shareholding in us below specified thresholds.

Our credit facilities also impose specified financial covenants that apply to us and our subsidiaries on a consolidated basis or, in the case of the GasLog Partners' \$450.0 million credit facility, or the "GasLog Partners Credit Facility", 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 Credit Facility);
- total indebtedness divided by our total assets must not exceed 75.0% (in the case of the GasLog Partners Credit Facility, must be less than 60.0%);
- 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 aggregate amount of all unencumbered cash and cash equivalents must be not less than the higher of 3.0% of total indebtedness and \$20.0 million (\$15.0 million under the GasLog Partners Credit Facility and \$50.0 million under the credit facility provided under the facilities agreement dated October 16, 2015 (the "October 2015 Facility") and the credit facility provided under the credit agreement entered into on February 18, 2016 to refinance the existing indebtedness on five of our contracted vessels of up to \$576.50 million (the "Five Vessel Refinancing")) after the first drawdown;
- being permitted to pay dividends, provided that unencumbered cash and cash equivalents equal to at least 4.0% of total indebtedness, 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 Credit Facility, 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 Credit Facility).

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, not less than 120.0% (in the case of the October 2015 Facility, 115.0% for the first two years after each drawdown and 120.0% at any time thereafter and in the case of the Five Vessel Refinancing, 115.0% until the maturity of the junior tranche and 120.0% at any time thereafter) of the then outstanding amount under the applicable facility and any related swap exposure. 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, under the NOK denominated bond agreement signed on June 25, 2013, between GasLog Ltd. and the bond trustee, as amended, or the “Bond Agreement”, for our Bond we are required to comply with the following financial covenants:

- our total indebtedness divided by our total assets must not exceed 75.0%;
- 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 115.0%;
- the aggregate amount of all unencumbered cash and cash equivalents must be not less than the higher of 3.0% of our total indebtedness and \$20.0 million after the first drawdown; and
- our market value adjusted net worth must at all times be not less than \$350.0 million.

The Bond Agreement also includes a dividend restriction according to which we may not (i) declare or make any dividend payment or distribution, whether in cash or in kind, (ii) repurchase any of our shares or undertake other similar transactions (including, but not limited to, total return swaps related to our shares), or (iii) grant any loans or make other distributions or transactions constituting a transfer of value to our shareholders (items (i), (ii) and (iii) collectively referred to as the “Distributions”) that in aggregate exceed during any calendar year 50.0% of our consolidated net profit after taxes based on the audited annual accounts for the previous financial year (any unutilized portion of the permitted dividend pursuant to the above may not be carried forward). Notwithstanding the above, we are permitted to make Distributions up to an aggregate maximum per share, for the years 2016, 2017 and 2018 of \$1.10/share, \$1.20/share and \$1.30/share, respectively, provided that total indebtedness divided by total assets (giving pro forma effect for the distribution) does not exceed 67.5% immediately after the Distribution is made, the ratio of EBITDA over debt service obligations on a trailing 12 months basis ending the quarter immediately prior to that in which the Distribution is made is not less than 115.0% and no event of default would result from such distribution. The Bond Agreement also prohibits GasLog from providing any debt or committed debt availability to GasLog Partners in excess of \$75.0 million.

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. As of December 31, 2015, in connection with the delivery of the *GasLog Saratoga* and the *GasLog Salem*, \$21.0 million per vessel has been deposited in a blocked account which amount is presented under restricted cash because the spot charters that these vessels enter into from time to time are not considered approved charters by the lenders. In addition, as of December 31, 2015, \$20.0 million and \$0.7 million has been presented under restricted cash pursuant to the credit facilities used to finance the *GasLog Savannah* and the *GasLog Singapore*. This requirement was triggered (a) for *GasLog Savannah* because the vessel’s new charter party is not considered an approved charter by the lenders and (b) for *GasLog Singapore* because the vessel’s charterer has not

exercised its option to extend its time charter within 12 months of the charter's scheduled termination date.

On February 25, 2016, a supplemental deed was signed with the lenders of the GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd. loan facility, permitting GasLog to withdraw the \$21.0 million maintained in blocked accounts for each of GAS-nine Ltd. and GAS-ten Ltd., the entities which own the *GasLog Saratoga* and the *GasLog Salem*, respectively, provided GasLog has provided an executed guarantee or letter of credit with a minimum duration of six months. In connection to this, on February 26, 2016, GasLog entered into two bank guarantees, issued by BNP Paribas S.A. for GAS-nine Ltd. and GAS-ten Ltd. of \$21.0 million each. The bank guarantees bear interest at a margin and are available for a period of up to two years. Consequently, \$42.0 million was reclassified from restricted cash to cash and cash equivalents.

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 decline, amongst other factors referenced above, have in turn led to a significant shortening of the average duration of spot charters fixed during 2015, as well as a significant decline in average rates for new spot and shorter-term LNG charters commencing promptly. Over the next 18 months, unless LNG charter market conditions improve, we may have difficulty in securing new charters at attractive rates and durations for the two vessels that could come off charter during 2016. Currently, we have a total of 1,191 open vessel days during the remainder of 2016, including 978 days for the three vessels operating in the Cool Pool. 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, as well as our ability to meet certain of our debt covenants later in 2016, particularly the required ratio of EBITDA to debt service and the minimum cash requirement.

Ship values may fluctuate substantially, which could result in an impairment charge, 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, could 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-demand balance of the global LNG carrier fleet;
- changes in prevailing charter hire rates;
- the physical condition of the ship;
- the size, age and technical specifications of the ship;
- demand for LNG carriers; 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 declines, we may be required to record an impairment charge in our financial statements, which could adversely affect our results of operations. See “Item 5. Operating and Financial Review and Prospects -B. Liquidity and Capital Resourced—Critical Accounting Policies—Impairment of Vessels”. In addition, any such deterioration in 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 re-deploy 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 prices 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 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, 2015, we had an aggregate of \$2.29 billion of indebtedness outstanding under eleven credit agreements, of which \$645.19 million is repayable within one year which includes \$42.17 million under the revolving credit facility, and we had \$113.74 million outstanding under the Bond which amount is payable in June 2018. As of December 31, 2015 there is an undrawn amount of \$7.83 million from the revolving facility of GAS-two Ltd. from which the balance is available to be drawn under certain conditions. In addition, there is one loan facility with an aggregate undrawn amount of \$1.3 billion available that will be used to finance a portion of the contract price of eight of our newbuildings on their delivery. 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;
- our costs of borrowing could increase as we become more leveraged;
- 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;
- 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; and
- our debt level may limit our flexibility in responding to changing business and economic conditions.

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 obtain additional debt financing for future acquisitions of ships or to refinance our existing debt may depend on the creditworthiness of our charterers and the terms of our future charters.

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.

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 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 and the Bond and as corporate guarantor for certain loan facilities on a consolidated basis;
- our ability to obtain new charters for our vessels at favourable 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 drydocking 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 Related to Our Business—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.

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. We have no significant assets other than the equity interests in our subsidiaries, including GasLog Partners, in which we hold a 32.9% equity interest (including our 2.0% general partner interest) as well as all of the incentive distribution rights. 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. 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 employee costs and certain crew costs, are denominated in euros. As a result, we are exposed to foreign exchange risk. However, we also maintain cash balances in euros, which amounted to approximately \$20.95 million as of December 31, 2015. Although we monitor exchange rate fluctuations on a continuous basis, we do not currently hedge movements in currency exchange rates. As a result, there is 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.

In addition, we are exposed to a market risk relating to fluctuations in interest rates because our credit facilities bear interest costs at a floating rate based on London Interbank Offered Rate, or “LIBOR”. Significant increases in LIBOR could adversely affect our business, financial condition, results of operations and cash flows, including cash available for dividends to our shareholders and ability to service our debt. Although we use interest rate swaps from time to time to reduce our exposure to interest rate risk, we hedge only a portion of our outstanding indebtedness. 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.

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 against our profit.

We enter into interest rate swaps from time to time for purposes of managing our exposure to fluctuations in interest rates applicable to floating rate indebtedness. As of December 31, 2015, we had 20 interest rate swaps in place with a notional amount of \$906.38 million. For the 6 interest rate swaps that have been designated as cash flow hedging instruments, the changes in the fair value of the contracts are recognized in our statement of other comprehensive income or loss as cash flow hedge gains or losses for the period, and could affect compliance with the market value adjusted net worth covenants in our credit facilities. In addition, the changes in the fair value of the 14 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 affect compliance with the market value adjusted net worth covenants in our credit facilities.

In June 2013 and April 2014, we entered into six Cross Currency Swaps, or "CCSs", to exchange interest payments and principal on maturity on the same terms as the Bond Agreement, in order to hedge the variability of the functional currency equivalent cash flows on the Bond. As of December 31, 2015, the six CCSs had a notional amount of \$166.82 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.

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, ship management agreements and other contracts with our customers, shipbuilding contracts and refund guarantees relating to newbuildings, credit facilities and commitment letters with banks, insurance contracts and interest rate swaps. Such agreements subject us to counterparty credit risk. 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.

We are a partial owner of Egypt LNG. The dividends we receive on account of our ownership interest may decline in the future and we may have to write down the value of our investment.

We currently own a 25.0% stake in Egypt LNG, an entity whose principal asset is the LNG carrier *Methane Nile Eagle*, which is currently operating under a 20-year time charter with MSL. On October 29, 2015, Egypt LNG and BG Group mutually agreed to lay up the *Methane Nile Eagle* for a period of approximately one year. The charterer continues to pay charter hire costs adjusted for net savings in operating expenses and insurance as a result of the vessel being laid up.

The declaration and payment of dividends by Egypt LNG is subject to the discretion of its board of directors, which we do not control, as well as other restrictions, including a minimum cash reserve requirement. As a result, the dividends we receive on account of our ownership interest may decline in the future, which would adversely impact our cash flows, including cash available for dividends to our shareholders. In the event of an adverse change in the operating results of Egypt LNG resulting from, among other things, unscheduled off-hire days, damage to or loss of the *Methane Nile Eagle* or early termination of the ship's charter, we would expect the amount of dividends we receive to be reduced or eliminated, and we may be required to record an impairment of our investment. The loss may limit our ability to borrow against our assets for future credit and could also adversely affect our share price. In addition, we have entered into a shareholders' agreement with the other shareholders of Egypt LNG that imposes restrictions, including preemption rights, on each party's ability to transfer, grant any security interest over or otherwise dispose of its ownership interest.

Risks Related to Our Securities

The price of our equity securities may be volatile.

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

- actual or anticipated fluctuations in quarterly and annual results;
- fluctuations in the seaborne transportation industry, including fluctuations in the LNG carrier market;
- 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;
- our payment of dividends;
- 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;
- terrorist acts;
- future sales of our shares or other securities;
- investors' perceptions of us and the LNG shipping industry;
- our payment of cash dividends to our shareholders;
- the general state of the securities markets; and
- other developments affecting us, our industry or our competitors.

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 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 the nominating/corporate governance committee be composed entirely of independent directors and have a written charter addressing the committee’s purpose and responsibilities, (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 nominating/corporate governance and compensation committees.

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 and our corporate governance and nominating 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.

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.

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. During the year ended December 31, 2015, we had an average of \$2.35 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 on a 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 such time as 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.

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 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 from 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 will 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.

We do not currently qualify for a tax treaty exemption or a statutory tax exemption, and therefore we are subject to the 4% U.S. Federal income tax described above. We do not expect any resulting U.S. tax liability to be material or materially reduce the earnings available for distribution to our shareholders for the fiscal years ended December 31, 2015 and December 31, 2016. For 2015, the accrued U.S. source gross transportation tax was \$0.01 million. Changes to our business could change this expectation and in such circumstances we may attempt to qualify for the exemption from tax under Section 883. For a more detailed discussion, see the section entitled "Item 10. Additional Information—E. Tax Considerations—United States 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 method of operation, we do not believe that we are 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 in connection with the production of 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, we 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 we are or have 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—United States Federal Income Tax Considerations—Taxation of United States 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 we are 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 Ltd. or “Ceres Shipping”, whose founding family’s shipping activities commenced more than 100 years ago and who is currently controlled by our Chairman, Peter G. Livanos. The late Mr. George P. Livanos, father of our current Chairman, established the predecessor to Ceres Shipping. Ceres Shipping also has interests in tankers, dry bulk carriers and containerships. 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 \$199.02 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 \$109.94 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 \$186.03 million. GasLog Partners is a Marshall Islands master limited partnership formed by us to own and operate LNG carriers under long-term 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 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, a wholly owned subsidiary of GasLog, representing a 2.0% general partner interest and (iii) \$65.70 million of cash consideration paid directly to us from the offering proceeds. In addition to the cash consideration of \$65.70 million paid to us, GasLog Partners used the \$186.03 million net proceeds of its IPO to (a) prepay \$82.63 million of debt plus accrued interest of \$0.42 million and (b) make a payment of \$2.28 million (including \$0.27 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 \$35.00 million was retained by GasLog Partners for general corporate purposes.

On September 29, 2014, GasLog Partners completed a follow-on public offering of 4,500,000 common units at an offering price of \$31.00 per unit. The total net proceeds after deducting underwriting discounts and other offering expenses were \$133.0 million. GasLog Partners used the proceeds to partially finance the acquisition from GasLog of the 100.0% ownership interests in GAS-sixteen Ltd. and GAS-seventeen Ltd., the entities that owned the *Methane Rita Andrea* and the *Methane Jane Elizabeth*, respectively, and to prepay \$25.0 million of debt secured by those carriers in October 2014.

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 New York Stock Exchange under the symbol “GLOG PR A”.

On June 26, 2015, GasLog Partners completed a follow-on public offering of 7,500,000 common units at an offering price of \$23.90 per unit. The total net proceeds after deducting underwriting discounts and other offering expenses were \$171.83 million. The Partnership used proceeds from the public offering to partially finance the acquisition from GasLog of 100.0% of the ownership interests in GAS-nineteen Ltd., GAS-twenty Ltd. and GAS-twenty one Ltd., the entities that own the *Methane Alison Victoria*, the *Methane Shirley Elisabeth* and the *Methane Heather Sally*, respectively. The acquisition closed on July 1, 2015.

As of December 31, 2015, GasLog holds a 32.9% 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.

As described elsewhere herein, GasLog Partners holds options to acquire from GasLog an additional eight vessels and GAS-twenty six Ltd. with its long-term bareboat charter of (and right to acquire) the *Methane Julia Louise* (which is subject to a multi-year charter to MSL). In general, we would expect the exercise of these options to be beneficial to GasLog, as it can be expected to reduce our consolidated indebtedness and, if GasLog Partners increases its per unit distributions, increase the return on our incentive distribution rights (although our common unit interest will be diluted by any GasLog Partners equity issuance). GasLog Partners will determine whether, and when, to exercise any of the options and rights that it holds. The timing of those decisions will depend in part on the price and availability of debt and equity financing to GasLog Partners. See "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Relationship with GasLog Partners—Omnibus Agreement".

On October 1, 2015, GasLog, Dynagas and Golar established 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 consists of 14 modern, high quality and essentially equivalent vessels powered by fuel efficient TFDE propulsion technology. The three owners' initial vessels eligible for participation in the Cool Pool are as follows: GasLog: three vessels; Dynagas: three vessels; and Golar: eight vessels. Each vessel owner continues to be fully responsible for the manning and technical management of its respective vessels. The Cool Pool will focus exclusively on charters of 12 months' duration or less. The scheduling of employment opportunities in excess of 12 months will remain the mandate of the respective vessel owner. If a Cool Pool vessel is scheduled by an owner for a charter that exceeds 12 months in duration, such vessel will cease to be part of the Cool Pool.

We maintain our principal executive offices at Gildo Pastor Center, 7 Rue du Gabian, MC 98000, Monaco. Our telephone number at that address is +377 97 97 51 15. 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.

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 fleet consists of 26 owned LNG carriers, including 18 ships on the water and eight LNG carriers on order at two of the world's leading LNG shipbuilders, Samsung and Hyundai. This includes eight LNG carriers in operation that are owned by our NYSE-listed subsidiary 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 22 LNG carriers including nine of our wholly owned ships in operation (one is managed by a subsidiary of Shell), the eight ships contributed or sold to the Partnership, three ships owned by MSL, 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 have secured multi-year time and seasonal time charter contracts for seven of our operating ships, the eight ships owned by the Partnership, seven of our eight newbuildings on order and the one vessel secured under a long-term bareboat charter with Lepta Shipping. As of December 31, 2015, these contracts are expected to provide total contracted revenues of \$3.7 billion during their initial terms, which expire between 2016 and 2029.

In addition to our committed order book, we have secured additional fixed price options to purchase up to six additional LNG carriers from Samsung with delivery dates in 2018 and 2019 that expire at the end of the first quarter of 2016. We also have a 25.0% interest in an additional ship, 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 10 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. We have structured our order book of new LNG carriers to have staggered delivery dates, facilitating a smooth integration of the ships into our fleet as well as significant annual growth through 2019. This has the additional advantage of spreading our exposure to the re-employment of these ships over several years upon expiration of their current charters.

Each of our 26 owned LNG carriers is designed with a capacity of between approximately 145,000 cbm and 174,000 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 fleet are of the same specifications (in groups of ten, eight, six and one ship), 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 eight contracted newbuildings, our owned fleet will have an average age of 6.2 years, making it one of the youngest in the industry. By comparison, as of December 31, 2015, the average age for the global fleet of LNG carriers, including LNG carriers of all sizes, was 11.2 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 drydockings, as well as technical operations, crewing, training, maintenance, regulatory and classification compliance and health, safety, security and environmental, or “HSSE”, management and reporting. As the sole technical manager of BG Group’s owned fleet of LNG carriers for over 15 years, 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 22 ships currently operating under our management.

We have recently begun to investigate entering the floating LNG storage and regasification unit (“FSRU”) market and signed two front-end engineering design (“FEED”) studies with Keppel Offshore and Marine Ltd. for the potential conversion of both a Steam and TFDE vessel from our existing fleet.

Our Fleet

Owned Fleet

The following table presents information about our wholly owned vessels and their associated time charters as of March 11, 2016:

	Vessel Name	Year Built	Cargo Capacity (cbm)	Charterer	Propulsion	Charter Expiration ⁽²⁾	Optional Period ⁽³⁾
1	<i>GasLog Savannah</i>	2010	155,000	BG Group ⁽¹⁾	TFDE	September 2016	2017-2023
2	<i>GasLog Singapore</i>	2010	155,000	BG Group ⁽¹⁾	TFDE	September 2016	2019-2024
3	<i>GasLog Skagen</i>	2013	155,000	BG Group ⁽¹⁾	TFDE	April 2021 ⁽⁴⁾	2026-2031
4	<i>GasLog Chelsea</i>	2010	153,600	Spot Market ⁽⁵⁾	TFDE	N/A	N/A
5	<i>GasLog Seattle</i>	2013	155,000	Shell	TFDE	December 2020	2025-2030
6	<i>Solaris</i>	2014	155,000	Shell	TFDE	June 2021	2026-2031
7	<i>GasLog Saratoga</i>	2014	155,000	Spot Market ⁽⁵⁾	TFDE	N/A	N/A
8	<i>Methane Lydon Volney</i>	2006	145,000	BG Group ⁽¹⁾	Steam	October 2020	2023-2025
9	<i>Methane Becki Anne</i>	2010	170,000	BG Group ⁽¹⁾	TFDE	March 2024	2027-2029
10	<i>GasLog Salem</i>	2015	155,000	Spot Market ⁽⁵⁾	TFDE	N/A	N/A

The following table presents information about GasLog Partners' fleet and their associated time charters as of March 11, 2016:

	Vessel Name	Year Built	Cargo Capacity (cbm)	Charterer	Propulsion	Charter Expiration ⁽²⁾	Optional Period ⁽³⁾
1	<i>GasLog Shanghai</i>	2013	155,000	BG Group ⁽¹⁾	TFDE	May 2018 ⁽⁶⁾	2021-2026
2	<i>GasLog Santiago</i>	2013	155,000	BG Group ⁽¹⁾	TFDE	July 2018 ⁽⁶⁾	2021-2026
3	<i>GasLog Sydney</i>	2013	155,000	BG Group ⁽¹⁾	TFDE	September 2018 ⁽⁶⁾	2021-2026
4	<i>Methane Rita Andrea</i>	2006	145,000	BG Group ⁽¹⁾	Steam	April 2020	2023-2025
5	<i>Methane Jane Elizabeth</i>	2006	145,000	BG Group ⁽¹⁾	Steam	October 2019	2022-2024
6	<i>Methane Shirley Elisabeth</i>	2007	145,000	BG Group ⁽¹⁾	Steam	June 2020	2023-2025
7	<i>Methane Alison Victoria</i>	2007	145,000	BG Group ⁽¹⁾	Steam	December 2019	2022-2024
8	<i>Methane Heather Sally</i>	2007	145,000	BG Group ⁽¹⁾	Steam	December 2020	2023-2025

Bareboat Vessel

	Vessel Name	Year Built	Cargo Capacity (cbm)	Charterer	Propulsion	Charter Expiration ⁽²⁾	Optional Period ⁽³⁾
1	<i>Methane Julia Louise</i> ⁽⁷⁾	2010	170,000	BG Group ⁽¹⁾	TFDE	March 2026	2029-2031

⁽¹⁾ Vessels are chartered to a subsidiary of BG Group. BG Group was acquired by Shell on February 15, 2016. This acquisition does not impact the contractual obligations under the existing charter party agreements.

⁽²⁾ Indicates the expiration of the initial term.

⁽³⁾ The period shown reflects the expiration of the minimum optional period and the maximum optional period. The charterer of the *GasLog Singapore* has unilateral options to extend the term of the time charter for periods ranging from 30 months to 90 months. The charterer of the *GasLog Savannah* has unilateral options to extend the term of the charter for four consecutive periods ranging from 12 to 27 months. The charterer of the *GasLog Skagen* has unilateral options to extend the term of the charter for up to ten years, on a seasonal charter basis. The charterer of the *GasLog Seattle* and the *Solaris* has unilateral options to extend the term of the time charter for periods ranging from 5 to 10 years, 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 *Methane Lydon Volney* has a unilateral option to extend the term for a period of either three or five years at its election. In addition, the charterer of the *Methane Shirley Elisabeth*, the *Methane Heather Sally* and the *Methane Alison Victoria* has a unilateral option to extend the term of two of the related time charters for a period of either three or five years at its election. The charters of the *GasLog Shanghai*, *GasLog Santiago* and *GasLog Sydney* may be extended for up to two extension periods of three or four years at the charterer's option, and each charter requires that the charterer provide us with 90 days' notice before the charter expiration of its exercise of any extension option. The charterer of the *Methane Rita Andrea* and the *Methane Jane Elizabeth* may extend either or both of these charters for one extension period of three or five years, and each charter requires that the charterer provide us with advance notice of its exercise of any extension option. The charterer of the *Methane Becki Anne* and the *Methane Julia Louise* has a unilateral option to extend the term of the time charters for a period of either three or five years at its election.

⁽⁴⁾ Time charter provides for full employment for three years and a subsequent five year seasonal charter under which the ship is employed for seven months and available to accept other charters for five months.

⁽⁵⁾ Vessels operating in the spot market that participate in the Cool Pool. See "Item 4. Information of the Company—A. History and Development of the Company."

⁽⁶⁾ Charter expiration was amended based on the agreement signed with BG Group on April 21, 2015. With respect to the *GasLog Sydney* whose charter was shortened by eight months under such agreement, if MSL does not exercise the charter extension options for the *GasLog Sydney* and GasLog Partners does not enter into a third-party charter for the *GasLog Sydney*, GasLog and GasLog Partners intend to enter into a bareboat or time charter arrangement that is designed to guarantee the total cash distribution from the vessel for any period of charter shortening.

⁽⁷⁾ 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 current book value. 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 MSL.

Newbuilds

	Vessel Name	Expected Delivery ⁽¹⁾	Cargo Capacity (cbm)	Charterer	Propulsion ⁽³⁾	Charter Expiration ⁽⁴⁾	Optional Period ⁽⁵⁾
1	Hull No. 2072	Q1 2016	174,000	BG Group ⁽²⁾	TFDE	2026	2031
2	Hull No. 2073	Q2 2016	174,000	BG Group ⁽²⁾	TFDE	2026	2031
3	Hull No. 2102	Q3 2016	174,000	BG Group ⁽²⁾	TFDE	2023	2028-2031
4	Hull No. 2103	Q4 2016	174,000	BG Group ⁽²⁾	TFDE	2023	2028-2031
5	Hull No. 2130	Q1 2018	174,000	BG Group ⁽²⁾	LP-2S	2027	2030-2033
6	Hull No. 2131	Q1 2019	174,000	BG Group ⁽²⁾	LP-2S	2029	2032-2035
7	Hull No. 2800	Q1 2018	174,000	BG Group ⁽²⁾	LP-2S	2028	2031-2034
8	Hull No. 2801	Q1 2018	174,000	N/A	LP-2S	N/A	N/A

⁽¹⁾ Expected delivery quarters are presented.

⁽²⁾ Vessels are chartered to a subsidiary of BG Group. BG Group was acquired by Shell on February 15, 2016. This acquisition does not impact the contractual obligations under the existing charter party agreements.

⁽³⁾ References to “LP-2S” refer to dual-fuel two-stroke engine propulsion.

⁽⁴⁾ Indicates the expiration of the initial term.

⁽⁵⁾ The charterer of Hulls No. 2072 and 2073 has the right to extend the charters for a period of five years at the charterer’s option. The charterer of Hulls No. 2102 and 2103 has the right to extend the charters by two additional periods of five or three years each, provided that the charterer provides us with advance notice of declaration. The charterer of Hulls No. 2130, No. 2131 and No. 2800 has the right to extend each of the charters by two consecutive periods of three years each, provided that the charterer provides us with advance notice of declaration.

The Company also currently holds options to purchase up to six 174,000 cbm newbuildings from Samsung, each of which would be built against a very high specification, with delivery dates in 2018 and 2019. Such options expire at the end of the first quarter of 2016.

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: (i) the *Solaris* and Hull Nos. 2072, 2073, 2102 and 2103 within 36 months after we notify the Partnership’s board of directors of the vessel’s acceptance by her charterer, (ii) the *GasLog Seattle* and the *Methane Lydon Volney* within 36 months after the closing of GasLog Partners’ IPO on May 12, 2014 and (iii) the *Methane Becki Anne* and the right to acquire GAS-twenty six Ltd. with its long- term bareboat charter of (and the right to acquire) the *Methane Julia Louise* (which is subject to a multi-year charter to MSL) within 36 months after the completion of its acquisition by GasLog on March 31, 2015. In each case, GasLog Partners’ option to purchase is at fair market value as determined pursuant to the omnibus agreement.

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

- each ship is sized at between approximately 145,000 cbm and 174,000 cbm capacity, which places our ships in the medium- to large-size class of LNG carriers; we believe this size range maximizes their operational flexibility, as these ships are compatible with most existing LNG terminals around the world, and minimizes excess LNG boil-off;
- all but one of our ships, including the newbuilds, are of the same specifications (in groups of ten, eight, six and one ship);
- 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 modern steam powered or has TFDE or dual-fuel two-stroke engine propulsion technology;
- Bermuda is the flag state of each ship;
- 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 eight contracted newbuildings in 2019, our owned fleet will have an average age of 6.2 years, making it one of the youngest in the industry, compared to a current average age of 11.2 years for the global LNG carrier fleet including LNG carriers of all sizes as of December 31, 2015.

In addition to our owned 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. On October 29, 2015, Egypt LNG and BG Group mutually agreed to lay up the *Methane Nile Eagle* for a period of approximately one year. The charterer continues to pay charter hire costs adjusted for net savings in operating expenses and insurance as a result of the vessel being laid up.

We continually evaluate short and long-term 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, the charter rate that will apply.

Managed Fleet

Through GasLog LNG Services, we provide technical ship management services for five LNG carriers owned by third parties (including the bareboat vessel) in addition to management of the 17 LNG carriers currently operating in our owned fleet (the *Solaris* is managed by a subsidiary of Shell). We supervised the construction by Samsung 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 ships:

	Vessel Name	Year Built	Cargo Capacity (cbm)	Propulsion	GasLog Ownership	Ship Owner
1	<i>Methane Patricia Camila</i>	2010	170,000	TFDE	—	BG Group
2	<i>Methane Mickie Harper</i>	2010	170,000	TFDE	—	BG Group
3	<i>Methane Kari Elin</i>	2004	138,000	Steam	—	BG Group
4	<i>Methane Nile Eagle</i> ⁽¹⁾	2007	145,000	Steam	25.0%	Egypt LNG ⁽¹⁾

⁽¹⁾ The *Methane Nile Eagle* is owned by Egypt LNG, in which we indirectly hold a 25.0% equity interest. BG Asia Pacific Pte. Limited, a subsidiary of BG Group, 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 owned 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 and canal fees and LNG boil-off).

We entered into four master time charters with MSL that established the general terms under which the *GasLog Singapore*, the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney*, the *GasLog Skagen* and the seven newbuildings identified by Hull numbers 2072, 2073, 2102, 2103, 2130, 2131 and 2800 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. For the six vessels

acquired from MSL in 2014, the two vessels acquired in 2015 and the *GasLog Savannah* we entered into separate time charters for each vessel.

We have entered into maiden voyage time charter agreements and 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 Saratoga* and the *GasLog Salem* are operating in the Cool Pool and from time to time enter into short-term time charters.

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

Initial Term, Extensions and Redelivery

The initial terms of the time charters for the *GasLog Singapore*, the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney* and the *GasLog Skagen* began upon delivery of the ships and will terminate in 2016, 2018, 2018, 2018 and 2021, respectively. The charter for the *GasLog Skagen* provides for full employment for three years and a subsequent five year seasonal charter under which the ship is employed for seven months and available to accept other charters for five months. The charterer has options to extend the terms of the charters as follows: for the *GasLog Singapore* for up to 7.5 years; for the *GasLog Shanghai*, the *GasLog Santiago* and the *GasLog Sydney*, for up to 8 years; for the *GasLog Skagen* for up to 10 years (on the seasonal charter basis); in each case at specified hire rates.

The initial term of the time charter for the *GasLog Savannah* will terminate in September 2016. The charterer of the *GasLog Savannah* has unilateral options to extend the term of the charter for four consecutive periods ranging from 12 to 27 months.

The initial term of the time charters for the *Methane Lydon Volney*, the *Methane Rita Andrea*, the *Methane Jane Elizabeth*, the *Methane Shirley Elisabeth*, the *Methane Alison Victoria* and the *Methane Heather Sally* began upon delivery to GasLog following their acquisition from MSL in 2014, and will terminate on various dates in 2019 and 2020. For the *Methane Lydon Volney*, the *Methane Rita Andrea* and the *Methane Jane Elizabeth*, MSL has the option to extend the term of two of the time charters for a period of either three or five years beyond the initial charter expiration date. For the other vessels, MSL has the option to extend the term of the time charters for two of the ships for an additional period of either three or five years beyond the initial charter expiration date.

Our time charters for the four newbuildings that will be chartered to MSL will begin upon the delivery of each ship, which is scheduled for various dates in 2016. Our time charters to MSL for Hull No. 2130 and Hull No. 2800 will begin three and 14 months, respectively, after the delivery of the vessels in 2018 and for Hull No. 2131 will begin five months after the delivery of the vessel in 2019. The initial charter terms for the ships will terminate for two ships in 2023, for two ships in 2026, one ship in 2027, one ship in 2028 and one ship in 2029. MSL has options to extend terms of the charters for Hulls No. 2072 and No. 2073 for up to 5 years, Hulls No. 2102 and No. 2103 for up to eight years and for Hulls No. 2130, 2131 and 2800 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 ship following an initial period during which the ships operated under a maiden voyage time charter, the purpose of which was to facilitate completion by Shell of an operational discharge inspection of the ship. The time charters for the *GasLog Seattle* and the *Solaris* will terminate in 2020 and 2021, respectively. In each case, Shell has options to extend the charter terms for periods ranging from five to ten years at specified hire rates.

The initial term of the time charters for the *Methane Becki Anne* and the *Methane Julia Louise* began upon delivery to GasLog and will terminate in 2024 and 2026. MSL will have options to extend the term of the time charter for the *Methane Becki Anne* and 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.

The terms and period for fixtures of the *GasLog Chelsea*, the *GasLog Saratoga* and the *GasLog Salem* vary from charter to charter, as is the nature of trading in the spot market.

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, as described below. 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 three 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 cost of the ship's purchase 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 one of our time charters, the hire rate for an initial period of three years is as discussed above and the subsequent five years are a seasonal charter under which the ship is committed for seven consecutive months at a fixed monthly charter hire (one component) and available to accept other charters for the remaining five months.
- 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. Drydocking expenses are budgeted in advance and are reimbursed by the charterers immediately following a drydocking. 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.

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. Our time charters provide an annual allowance period for us to schedule preventative maintenance work on the ship. 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), drydocking 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 drydocked at least once every five years as required by the ship's classification society for a special survey. Our ships are considered to be 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 drydocking 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 Cool Pool

Three of our vessels are operating as part of the Cool Pool established in October 2015, with Dynagas and Golar. The Cool Pool was established to market certain of each company's 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 consists of 14 modern, high quality and essentially equivalent vessels powered by fuel efficient TFDE propulsion technology. The three owners' initial vessels eligible for participation in the Cool Pool are as follows: GasLog: three vessels; Dynagas: three vessels; and Golar: eight vessels. Each vessel owner continues to be fully responsible for the manning and technical management of its respective vessels.

The Cool Pool will focus exclusively on charters of 12 months' duration or less. The scheduling of employment opportunities in excess of 12 months will remain the mandate of the respective vessel

owner. If a Cool Pool vessel is scheduled by an owner for a charter that exceeds 12 months in duration, such vessel will cease to be part of the Cool Pool.

Gross pool revenues represent time charter revenues earned by GasLog vessels participating in the pool under charter agreements where GasLog contracts directly with charterers. Revenue is recognised 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.

Voyage expenses and commissions include the net allocation from the pool which 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.

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 current book value. 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 MSL.

Shipbuilding Contracts

We have entered into shipbuilding contracts with Samsung and Hyundai in respect of six and two newbuildings, respectively, which have an aggregate contract price of approximately \$1.62 billion. As of December 31, 2015, the outstanding balance of \$1.45 billion in the aggregate was payable under each contract 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, 2015, our remaining payment obligations under the shipbuilding contracts were as follows:

	As of December 31, 2015⁽¹⁾
	(in thousands of U.S. dollars)
Amounts due in less than one year	\$ 720,753
Amounts due in one to three years	566,750
Amounts due in three to five years	163,600
Total	\$ 1,451,103

⁽¹⁾ Amounts do not reflect installments of \$9.91 million paid in 2016.

The shipbuilding contracts provide for the eight newbuildings to be delivered and ready for immediate operation on various dates in 2016 through 2019. The shipbuilding contracts require Samsung and Hyundai 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 and Hyundai would have

the option of cancelling the applicable shipbuilding contract and retaining any installment payments previously funded by us under the contract.

In addition to our newbuildings on order, we have options with Samsung to order up to six additional LNG carriers. The option contracts expire at the end of the first quarter of 2016.

Ship Management Services and Construction Supervision

Management of our owned fleet, which includes plan approval for new ship orders, supervision of ship construction and planning and supervision of drydockings, 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 fleet, through GasLog LNG Services we provide technical ship management services for a fleet of five ships, which consists of three ships we manage on behalf of MSL, the *Methane Nile Eagle*, a ship in which we have a 25.0% ownership interest and the *Methane Julia Louise*, which we lease from Lepta Shipping. During the year ended December 31, 2015, ship management services provided to external customers accounted for approximately 0.63% 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 the three LNG carriers in BG Group'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, including 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 drydocking under certain charters, for our owned fleet (with the exception of the *Solaris*) and for the five ships in our managed fleet not owned by us. We utilize certain third-party sub-contractors and suppliers in carrying out our technical management responsibilities. In the case of ships owned by BG Group, Egypt LNG and Lepta Shipping, the crewing and other operational costs are fully passed-through to the ship owner, and for our technical management services the customers pay us a management fee per ship per month.

In connection with our ship management services, we also enter into consultant service agreements pursuant to which we provide specialized services relating to the management of LNG carriers. 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 our ship management agreements 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. Under our ship management agreements with BG Group, in some circumstances BG Group would be obligated to reimburse us for certain crew support and severance costs incurred as a result of a termination of the ship management agreement by BG Group.

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 price, ship availability, size, age, technical specifications and condition, LNG shipping experience, quality and efficiency of ship operations, shipping industry relationships and reputation for customer service, and technical ability and reputation for operation of highly specialized ships. In addition, through the *GasLog Chelsea*, the *GasLog Saratoga* and the *GasLog Salem* we operate in the spot market that covers short-term charters of one year or less.

Although we believe that we are one of the few independent owners that focus on newly-built, technically advanced LNG carriers and provide in-house technical management of the fleet, other independent shipping companies also own and operate, and in some cases manage, LNG carriers and have new ships under construction. There are other ship owners and managers who may also attempt to participate in the LNG market in the future. We believe that our strategy of focusing on charter contracts with initial terms of five 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 they have contracted for the construction of new LNG carriers. National gas and shipping companies also have large fleets of LNG carriers that have expanded and may continue to expand. Some of these companies may compete with independent owners by using their fleets to carry LNG for third parties.

Seagoing and Shore-Based Employees

As of December 31, 2015 we had 161 full-time employees and contractors based in our offices in Greece, Monaco, London, New York, Singapore or the newbuildings site in South Korea. In addition to our shore-based employees and contractors, we had approximately 1,214 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 short-term employment contracts. As we take delivery of our newbuildings, we expect to retain a significant number of additional seafarers qualified to man and operate our new ships, as well as additional shore-based personnel. We intend to focus our seafaring hiring efforts in the Ukrainian, Philippine and Spanish markets, 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. We regard attracting and retaining motivated, well-qualified seagoing and shore-based personnel as 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 of the highest operational and safety standards. As a result, we have historically enjoyed high retention rates. In 2015, our retention rate was 96.0% for senior seagoing officers, 98.0% for other seagoing officers and 96.0% 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 has been increasing as the global fleet of LNG carriers 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 our time charters, including automatic periodic adjustment provisions 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 otherwise prescribed. All ships are also required to be drydocked 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 drydock 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 one of our delivered ships is certified by the American Bureau of Shipping, or "ABS"; the other delivered ship is 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 drydockings and special surveys for our owned fleet and the bareboat vessel as of December 31, 2015:

Ship Name	Drydocking and Special Survey
<i>Methane Rita Andrea</i>	2016
<i>Methane Jane Elizabeth</i>	2016
<i>GasLog Skagen</i>	2018
<i>GasLog Seattle</i>	2018
<i>GasLog Shanghai</i>	2018
<i>GasLog Santiago</i>	2018
<i>GasLog Sydney</i>	2018
<i>Solaris</i>	2019
<i>Methane Lydon Volney</i>	2019
<i>GasLog Saratoga</i>	2019
<i>GasLog Savannah^(*)</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>Methane Alison Victoria^(*)</i>	2020
<i>GasLog Singapore^(*)</i>	2020
<i>Methane Becki Anne^(*)</i>	2020
<i>GasLog Salem</i>	2020
<i>Hull No. 2072</i>	2021
<i>Hull No. 2073</i>	2021
<i>Hull No. 2102</i>	2021
<i>Hull No. 2103</i>	2021
<i>Hull No. 2130</i>	2023
<i>Hull No. 2800</i>	2023
<i>Hull No. 2801</i>	2023
<i>Hull No. 2131</i>	2024

^(*) The *GasLog Savannah*, the *Methane Shirley Elisabeth*, the *Methane Heather Sally*, the *Methane Julia Louise*, the *GasLog Chelsea*, the *Methane Alison Victoria*, the *GasLog Singapore* and the *Methane Becki Anne* carried out their initial drydockings in our fleet in February 2015, March 2015, April 2015, April 2015, May 2015, June 2015, July 2015 and August 2015, respectively.

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, 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 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 ships up to the maximum insurable limit available at any given time. We also maintain ship manager insurance in respect of our managed fleet. 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 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

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, for a maximum of 180 days. The number of deductible days for the ships in our fleet is 14 days per ship.

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 ships is provided by P&I associations that are members of the International Group of Protection and Indemnity Clubs, or “International Group”. The thirteen P&I associations that comprise the International Group insure approximately 90.0% 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 billion per ship per event in respect of liability to passengers and seamen, \$2 billion per ship per event in respect of liability to passengers, and \$1 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.

Safety Performance

We provide intensive onboard training for our officers and crews to instill a culture of the highest operational and safety standards. During 2015, GasLog’s fleet experienced three lost time injuries and three 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 the cost of our 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. Our 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 or our insurance coverage reduction.

We believe that our ships are operated 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 stricter 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, such as in response to a serious marine incident like the 2010 Deepwater Horizon oil spill in the Gulf of Mexico, 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 SOLAS Convention, the International Convention on Civil Liability for Oil Pollution Damage, the International Convention on Civil Liability for Bunker Oil Pollution Damage, and the MARPOL Convention. Ships that transport gas, including LNG carriers, are also subject to regulations under amendments to SOLAS implementing the International Code for Construction and Equipment of Ships Carrying Liquefied Gases in Bulk, or the "IGC Code", and 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. Through GasLog LNG Services, we have developed a safety management system for our ships that meets these requirements. The IGC Code 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. Each of our ships is in compliance with the IGC Code and each of our newbuilding contracts requires that the ship receive certification that it is in compliance with

applicable regulations before it is delivered. 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.

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 are being phased in between 2012 and 2020, and by establishing new tiers of nitrogen oxide emission standards for new marine diesel engines, depending on their date of installation. Additionally, more stringent emission standards could apply in coastal areas designated as Emission Control Areas, or “ECAs”. For example, “Tier III” emission standards apply in North American and U.S. Caribbean Sea ECAs to all marine diesel engines installed on a ship constructed 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.

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.

Noncompliance with the ISM Code or with other IMO regulations may subject a ship owner 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 United States and European Union ports.

United States

Oil Pollution Act and CERCLA

Because our ships could trade with the United States or its territories or possessions and/or operate in U.S. waters, our operations could be impacted by 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. OPA currently limits the liability of responsible parties with respect to ships over 3,000 gross tons to the greater of \$2,000 per gross ton or \$17,088,000 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, such as the Deepwater Horizon oil spill, 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 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, we intend to obtain such certificates in the future for each of our vessels, if 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 new VGP requirements also are the subject of litigation by certain environmental groups seeking more stringent ballast water requirements. In addition, the new 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. water. We have submitted NOIs for all of

our delivered ships 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 significant 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 tri-fuel diesel electric 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 0.10% 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 (none of which have received full approval by the Coast Guard to date) by new vessels constructed on or after December 1, 2013 and existing vessels as of their first drydocking 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 BWM Convention will not enter into force until 12 months after it has been adopted by 30 states, the combined merchant fleets of which represent not less than 35.0% of the gross tonnage of the world’s merchant shipping. As of February 11, 2016, the date of the most recent related IMO report, 47 countries representing 34.35% of the world’s shipping tonnage had ratified the convention; however, the requirement for parties to hold at least 35.0% of the world’s shipping tonnage had yet to be confirmed. The IMO’s Marine Environment Protection Committee passed a resolution in

March 2010 encouraging the ratification of the Convention and calling upon those countries that have already ratified to encourage the installation of ballast water management systems. While we believe that our delivered ships comply with existing requirements, when these new ballast water treatment requirements are instituted, the cost of compliance could increase for ocean carriers. It is difficult to accurately predict the overall impact of such a requirement on our operations.

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 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 impossible 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 that it intends to propose an expansion of the existing European Union emissions trading scheme to include emissions of greenhouse gases from marine ships. Requirements to monitor, report and verify carbon dioxide emissions from vessels calling to EU ports are under contemplation for adoption by the European Parliament. In the United States, the EPA has issued a finding that greenhouse gases endanger the public health and safety and has adopted regulations under the CAA to limit greenhouse gas emissions from certain mobile sources and large stationary sources. Although the mobile source emissions do not apply to greenhouse gas emissions from ships, the EPA is considering a petition from the California Attorney General and environmental groups to regulate greenhouse gas emissions from ocean-going ships. 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 at the international level to succeed the Kyoto Protocol, that restrict emissions of greenhouse gases could require us to make significant financial 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 ours that utilize fuel-efficient diesel electric 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 11, 2016, it has 39 subsidiaries which are incorporated in the British Virgin Islands, Monaco, Bermuda, the Marshall Islands, the United States, Singapore and England and Wales. Of our subsidiaries, 26 either own vessels in our fleet or are parties to contracts to obtain newbuild vessels. Of our subsidiaries 29 are wholly owned by us and ten are 32.9% 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 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. We also occupy office space at: (i) 69 Akti Miaouli, Piraeus, GR 185 37, 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 on market rates; (ii) at 81 Kings Road, London SW3 4NX, United Kingdom, which we lease through our subsidiary GasLog Services UK Ltd.; (iii) at ~24-02B Asia Square Tower 2, Singapore, which we lease through our subsidiary, GasLog Asia PTE. Ltd.; and (iv) at 885 Third Avenue, New York, New York 10022, United States, 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. Our wholly owned fleet consists of 18 LNG carriers, including ten ships in operation, six LNG carriers on order at Samsung and two LNG carriers on order at Hyundai. GasLog is also the general and controlling partner in GasLog Partners, which owns eight LNG carriers, and GasLog has agreed to lease back one vessel recently sold to Lepta Shipping, for a period of up to 20 years. We currently manage and operate 22 LNG carriers including nine of our wholly owned vessels in operation (one is managed by a subsidiary of Shell), the eight ships contributed or sold to the Partnership, the bareboat vessel, three ships owned by MSL 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 and seasonal time charter contracts for seven of our operating ships, the eight ships owned by the Partnership, the bareboat vessel and seven of our eight newbuildings on order, while three of our ships are operating in the spot/short-term market. As of December 31, 2015 these contracts are expected to provide total contracted revenue of \$3.7 billion during their initial terms, which expire between 2016 and 2029.

In addition to our committed order book, we also secured additional fixed priced options from Samsung on up to six further 174,000 cbm newbuildings with delivery dates in 2018 and 2019. The option contracts expire at the end of the first quarter of 2016. We also have a 25.0% interest in an additional ship, 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 BG Group. On October 29, 2015, Egypt LNG and BG Group mutually agreed to lay up the *Methane Nile Eagle* for a period of approximately one year. 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, seasonal time charters and spot/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 (the “CODM”) being the Chief Executive Officer, reviews the Group’s operating results on a consolidated basis as one operating segment.

Known Trends

As referenced in the Risk Factors above, in 2015, global crude oil prices were very volatile and fell significantly. Such decline in oil prices since 2014 has depressed natural gas prices and led to a narrowing of the gap in pricing in different geographic regions, which has adversely affected 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 continued decline in oil prices could adversely affect both the competitiveness of gas as a fuel for power generation and the market price of gas, to the extent that gas prices are benchmarked to the price of crude oil. Some production companies have announced delays or cancellations of certain previously announced LNG projects, which, unless offset by new projects coming on stream, could adversely affect demand for LNG charters over the next few years, while the amount of tonnage available for charter is expected to increase. Unless LNG charter market conditions improve, we may have difficulty in securing new charters at attractive rates and durations for the two vessels that could come off charter during 2016. Currently, we have a total of 1,191 open vessel days during the remainder of 2016, including 978 days for the three vessels operating in the Cool Pool. A failure to obtain charters at acceptable rates on these vessels could adversely affect our liquidity and results of operations, as well as our

ability to meet certain of our debt covenants. However, in 2016, we expect projects coming onstream will add approximately 40 million tonnes (annualized) of new liquefaction capacity in both Australia and the U.S. In Australia, Australia Pacific Train 1 (4.5 million tonnes per annum (“mtpa”)) and Gladstone LNG (7.7 mtpa) have shipped their first cargoes in recent weeks and are expected to ramp up production through 2016. Other Australian projects due to start up in 2016 include Gorgon (15.6 mtpa) and Australia Pacific Train 2 (4.5 mtpa), with Wheatstone (8.9 mtpa) and Prelude (3.6 mtpa) following in 2017. The infrastructure for these projects has now largely been built and the majority of the volumes for these projects have already been sold.

Sabine Pass, one of five U.S. projects under construction, is expected to export its first cargo later in 2016. When construction is completed, Sabine Pass will have a total export capacity of 22.5 mtpa and will be the first U.S. project outside of Alaska to export LNG into the global market. This is a welcome development for the LNG shipping sector as it creates new suppliers, new customers and new trade routes. The majority of U.S. volumes have already been contracted. Export of LNG into the Asian and European markets should be positive for tonne mile demand. The U.S. Gulf Coast to Asia voyage is approximately 9,000 nautical miles through the Panama Canal (which is not yet open to large LNG carriers). The same voyage around Cape Horn is approximately 13,000 nautical miles. From the U.S. Gulf Coast to northwest Europe, the distance is approximately 5,000 nautical miles. In 2014 and 2015, the average global LNG voyage was approximately 4,000 nautical miles, and thus any voyage in excess of this distance will increase the global average distance and the need for LNG carriers.

Angola LNG (5.2 mtpa), which has been shut down for over a year for refurbishment and enhancements, is also due to restart in 2016. The seven vessels that were chartered to Angola LNG have been operating in the spot market while the plant has been closed, and are expected to be put back into service for the project in 2016.

With the expected projects coming onstream, encouraging levels of tendering activity for vessels to transport increased LNG volumes is being noted. We continue to see a future shortfall of vessels that will be required for the Australian and U.S. projects that have taken final investment decision and are currently under construction.

A. Operating Results

Factors Affecting Our Results of Operations

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

- the number of LNG carriers in our owned and managed fleets;
- the timely delivery of our ships under construction;
- 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;
- our ability to successfully re-employ the ships we own, including our LNG carriers on order, at economically attractive rates;
- the effective and efficient technical management of the ships under our management;
- our ability to obtain acceptable debt financing in respect of our capital commitments;
- 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 shipping and the LNG industry, which include changes in the number of new LNG importing countries and regions, as well as structural LNG market changes impacting LNG supply that may allow greater flexibility and competition of other energy sources with global LNG use.

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;
- unscheduled off-hire days;
- the fees we receive for construction supervision and technical ship management services;
- the level of our ship operating expenses, including crewing costs, insurance and maintenance costs;
- our access to capital required to acquire additional ships and/or to implement our business strategy;
- our level of debt, the related interest expense and the timing of required payments of principal;
- mark-to-market changes in interest rate swaps and foreign currency fluctuations; and
- the level of our general and administrative expenses, including salaries and costs of consultants.

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 drydock 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 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 contracts. Revenues under our time charters are recognized when services are performed, revenue is earned and the collection of the revenue is reasonably assured. The charter hire revenue is recognized on a straight-line basis over the term of the relevant time charter. We do not recognize revenue during days when the ship is off-hire, unless it is recoverable from insurers. Advance payments under time charter contracts are classified as liabilities until such time as the criteria for recognizing the revenue are met.

The table below provides additional information about our contracted charter revenues based on contracts in effect as of December 31, 2015 for (a) the seven ships in our wholly owned fleet, the eight ships in the GasLog Partners' fleet and the bareboat vessel for which we have secured time charters and (b) seven of our eight 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 occurring after December 31, 2015. The table reflects only our contracted charter revenues for the ships in our owned 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 time charter revenues for our one LNG carrier on order for which we have not yet secured time charter

contracts, revenues from the *GasLog Chelsea*, the *GasLog Saratoga* and the *GasLog Salem* that are operating in the Cool Pool, 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 time charter contracts for the one remaining newbuilding on order which has no time charter in place, the *GasLog Chelsea*, the *GasLog Saratoga*, the *GasLog Salem* 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 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, 2015

	For the Year Ending December 31,					Total
	2016	2017	2018	2019	2020-2029	
	(in millions of U.S. dollars, except days and percentages)					
Contracted time charter revenues ⁽¹⁾	\$ 450.46	\$ 482.92	\$ 453.29	\$ 455.36	\$ 1,827.33	\$ 3,669.36
Total contracted days ⁽¹⁾	6,320	6,417	6,015	5,977	22,248	46,977
Total available days ⁽²⁾	7,511	8,395	9,186	9,734	97,011	131,837
Total unfixed days ⁽³⁾	1,191	1,978	3,171	3,757	74,763	84,860
Percentage of total contracted days/total available days	84.14%	76.44%	65.48%	61.40%	22.93%	35.63%

⁽¹⁾ Reflects time charter revenues and contracted days for the seven of our wholly owned ships, the eight ships owned by the Partnership, the bareboat vessel, and seven of our eight newbuildings on order for which we have secured time charters. Does not include charter revenues for the vessels operating in the spot/short-term market under the Cool Pool agreement and the *Methane Nile Eagle*, in which we hold 25.0% minority interest. Contracted revenue calculations assume: (a) 365 revenue days per annum, with 30 off-hire days when the ship undergoes scheduled drydocking (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 include a fixed operating cost component subject to annual escalation, revenue calculations include that fixed annual escalation. 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.

⁽²⁾ Available days represent total calendar days after deducting 30 off-hire days when the ship undergoes scheduled drydocking. The available days for the vessels operating 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 operating 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 ship management and ship construction project supervision contracts is recognized in the statement of profit or loss when earned and when it is probable that future economic benefits will flow to us and such benefits can be measured reliably.

Vessel Operating and Supervision Costs

We are generally responsible for ship operating expenses, which include costs for crewing, insurance, repairs, modifications and maintenance, including drydocking, 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. 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 inter-segment 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.

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.

Depreciation of Fixed Assets

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 drydocking 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. Second-hand 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 will review scrap rates on an annual basis.

We must periodically drydock 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 drydocked for these inspections at least once every five years. At the time of delivery of a ship, we estimate the drydocking component of the cost of the ship, which represents the estimated cost of the ship's first drydocking based on our historical experience with similar types of ships. The drydocking component of the ship's cost is depreciated over five years, in case of new ships, and until the next drydocking for secondhand ships, unless we determine to drydock the ships at an earlier date. In the event a ship is drydocked at an earlier date, the unamortized drydocking 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, other professional services and consultants, training for crew familiarization and other advisor costs.

Financial Costs

We incur interest expense on the outstanding indebtedness under our existing credit facilities, Bond Agreement 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 Interest Rate Swaps

Any gain or loss derived from the fair value of the swaps at their inception, the ineffective portion of changes in the fair value of the swaps that meet hedge accounting criteria and net interest on interest rate swaps held for trading, the movement in the fair value of the interest rate swaps that have not been designated as hedges and the amortization of the cumulative unrealized loss for the interest rate swaps that hedge accounting was discontinued are presented as gain or loss on interest rate swaps in our consolidated statements of profit or loss.

Share of Profit of Associate and Joint Venture

The share of profit of associate and joint venture consists of our share of profits from our 25.0% ownership interest in Egypt LNG, a Bermuda exempted company whose principal asset is the LNG carrier *Methane Nile Eagle* and our 33.33% ownership interest in the Cool Pool.

Results of Operations

Year Ended December 31, 2014 Compared to Year Ended December 31, 2015

	Year ended December 31,		
	2014	2015	Change
Amounts are in thousands of U.S. Dollars			
Revenues	\$ 328,679	\$ 415,078	\$ 86,399
Vessel operating and supervision costs	(70,732)	(98,552)	(27,820)
Voyage expenses and commissions	(7,738)	(14,290)	(6,552)
Depreciation of fixed assets	(70,695)	(106,641)	(35,946)
General and administrative expenses.	(34,154)	(41,282)	(7,128)
Profit from operations	145,360	154,313	8,953
Financial costs	(71,579)	(91,956)	(20,377)
Financial income	274	427	153
Loss on swaps	(24,787)	(10,332)	14,455
Share of profit of associate and joint venture	1,497	1,216	(281)
Total other expenses, net	(94,595)	(100,645)	(6,050)
Profit for the period	50,765	53,668	2,903
Non-controlling interest	8,604	42,839	34,235
Profit attributable to owners of the Group	\$ 42,161	\$ 10,829	\$ (31,332)

During the year ended December 31, 2015, we had an average of 18.2 ships operating in our owned fleet (including ships owned by the Partnership), having 6,097 operating days, an average of 21.7 ships operating under our technical management (including 17.2 of our owned ships) and an average of 8.3 owned ships under construction supervision. During the year ended December 31, 2014, we had an average of 12.4 ships operating in our owned fleet having 4,392 operating days, an average of 20.0 ships operating under our technical management (including 11.9 of our owned ships) and an average of 3.50 owned ships under construction supervision.

Revenues: Revenues increased by 26.29%, or \$86.40 million, from \$328.68 million during the year ended December 31, 2014 to \$415.08 million during the year ended December 31, 2015. The increase is mainly attributable to an increase in revenues by \$122.02 million due to the full operation of the *Methane Rita Andrea*, the *Methane Jane Elizabeth*, the *Methane Lydon Volney*, the *Methane Shirley Elisabeth*, the *Methane Heather Sally* and the *Methane Alison Victoria* which were acquired from BG Group in April 2014 and June 2014, the acquisition of the *Methane Becki Anne* and the *Methane Julia Louise* which were both acquired from BG Group on March 31, 2015 and the deliveries of the *Solaris*, the *GasLog Saratoga*, and the *GasLog Salem* on June 30, 2014, December 16, 2014 and April 30, 2015, respectively. These acquisitions and deliveries resulted in an increase in operating days. The increase in revenues was partially offset by a decrease of \$13.61 million in earnings of a vessel operating in the spot market and a decrease of \$6.71 million in revenues from all other vessels, as well as a decrease in revenues of \$10.20 million caused mainly by the off-hire days due to the drydockings of our vessels in 2015, as opposed to only one in 2014. The daily hire rate for the year ended December 31, 2014 was \$73,081 as compared to \$67,650 for the year ended December 31, 2015 affected by the decline in the spot market. There was also a decrease of \$5.10 million in revenues from technical management services mainly due to the decrease in the average number of the managed vessels owned by third parties following the acquisition of the eight vessels from BG Group and the termination of a project with another customer.

Vessel Operating and Supervision Costs: Vessel operating and supervision costs increased by 39.33%, or \$27.82 million, from \$70.73 million during the year ended December 31, 2014, to \$98.55 million during the year ended December 31, 2015. The increase is primarily attributable to the increase in our fleet in the year ended December 31, 2015 compared to 2014, as described above and increased technical maintenance expenses mainly due to repairs undertaken during eight drydockings in 2015, as opposed to only one in 2014, partially offset by the decreased average daily

operating cost per vessel from \$15,649 per day in 2014 to \$14,847 per day in 2015, reflecting the favorable movement of the EUR/USD exchange rate affecting mainly crew wages.

Voyage Expenses and Commissions: Voyage and commission expenses increased by 84.63%, or \$6.55 million, from \$7.74 million during the year ended December 31, 2014, to \$14.29 million during the year ended December 31, 2015. The increase was mainly attributable to the increased operating days in the year ended December 31, 2015 affecting the commissions on revenue and increased voyage expenses from the vessels operating in the spot market.

Depreciation: Depreciation increased by 50.83%, or \$35.94 million, from \$70.70 million during the year ended December 31, 2014, to \$106.64 million during the year ended December 31, 2015. The increase in depreciation resulted mainly from the increase in the average number of vessels in our fleet in the year ended December 31, 2015, compared to 2014.

General and Administrative Expenses: General and administrative expenses increased by 20.88%, or \$7.13 million, from \$34.15 million during the year ended December 31, 2014, to \$41.28 million during the year ended December 31, 2015. The increase is mainly attributable to a \$3.44 million increase in legal fees and other professional services including those related to the Partnership's listing requirements, an increase of \$0.93 million in personnel related expenses related to the growth of the Group, an increase of \$1.02 million in share-based compensation expense, an increase of \$0.51 million in board of directors' fees, an increase of \$0.40 million in rent and utilities related to the new offices in London, New York and Singapore and an increase of \$0.96 million in net foreign exchange losses. The above increases were partially offset by a decrease of \$0.13 million in various other expenses.

Financial Costs: Financial costs increased by 28.47%, or \$20.38 million, from \$71.58 million during the year ended December 31, 2014, to \$91.96 million during year ended December 31, 2015. The increase is mainly attributable to an increase of \$26.31 million in interest expense on loans, Bond and realized loss on cash flow hedges. During the year ended December 31, 2015, we had an average of \$2,362.58 million of outstanding indebtedness, including the Bond Agreement, having an aggregate weighted average interest rate of 3.32%, and during the year ended December 31, 2014, we had an average of \$1,613.50 million of outstanding indebtedness with a weighted average interest rate of 3.26%. These weighted average interest rates include interest expense on loans and cash flow hedges and interest expense on Bond CCSs.

Loss on Swaps: Loss on swaps decreased by \$14.46 million, from \$24.79 million for the year ended December 31, 2014, to \$10.33 million for the year ended December 31, 2015. The decrease in loss is mainly attributable to a decrease of \$7.72 million in loss from mark-to-market valuation of our interest rate swaps carried at fair value through profit or loss, which reflected a loss of \$0.15 million for the year ended December 31, 2015 as compared to a loss of \$7.87 million for the year ended December 31, 2014, a decrease of \$1.41 million in realized loss from interest rate swaps held for trading and a decrease of \$5.35 million in loss that was reclassified from equity to the statement of profit or loss related to the interest rate swaps for which hedge accounting was discontinued. In 2015, the loss derived from the fact that the LIBOR yield curve, which was used to calculate the present value of the estimated future cash flows, was lower than the agreed fixed interest rates resulting in an increase in derivative liabilities from interest rate swaps held for trading as compared to December 31, 2014.

Profit for the Year: Profit increased by 5.71%, or \$2.90 million, from \$50.77 million for the year ended December 31, 2014, to \$53.67 million for the year ended December 31, 2015 as a result of the aforementioned factors.

Profit Attributable to Owners of the Group: Profit attributable to owners of the Group decreased by 74.31%, or \$31.33 million, from \$42.16 million for the year ended December 31, 2014, to \$10.83 million for the year ended December 31, 2015. The decrease in profit attributable to owners of the Group was affected by the increase in profit attributable to the non-controlling interest (non-controlling unitholders of GasLog Partners) which reflects GasLog Partners having been operational for the full financial year in 2015 following its IPO in May 2014.

Year Ended December 31, 2013 Compared to Year Ended December 31, 2014

	Year ended December 31,		
	2013	2014	Change
Amounts are in thousands of U.S. Dollars			
Revenues	\$ 157,240	\$ 328,679	\$ 171,439
Vessel operating and supervision costs	(32,058)	(70,732)	(38,674)
Voyage expenses and commissions	(2,861)	(7,738)	(4,877)
Depreciation of fixed assets	(29,322)	(70,695)	(41,373)
General and administrative expenses	(21,598)	(34,154)	(12,556)
Profit from operations	71,401	145,360	73,959
Financial costs	(27,851)	(71,579)	(43,728)
Financial income	411	274	(137)
Gain/(loss) on swaps	11,498	(24,787)	(36,285)
Share of profit of associate and joint venture	1,470	1,497	27
Total other expenses, net	(14,472)	(94,595)	(80,123)
Profit for the period	56,929	50,765	(6,164)
Non-controlling interest	—	8,604	8,604
Profit attributable to owners of the Group	\$ 56,929	\$ 42,161	\$ (14,768)

During the year ended December 31, 2014, we had an average of 12.4 ships operating in our owned fleet having 4,392 operating days, an average of 20.0 ships operating under our technical management (including 11.9 of our owned ships) and an average of 3.50 owned ships under construction supervision. During the year ended December 31, 2013, we had an average of 5.0 ships operating in our owned fleet having 1,808 operating days, an average of 16.9 ships operating under our technical management (including our 5.0 owned ships) and an average of 4.2 ships under construction supervision.

Revenues: Revenues increased by 109.03%, or \$171.44 million, from \$157.24 million during the year ended December 31, 2013, to \$328.68 million during the year ended December 31, 2014. The increase is mainly attributable to an increase in revenues of \$92.05 million due to the deliveries of the *Methane Rita Andrea*, the *Methane Jane Elizabeth*, the *Methane Lydon Volney*, the *Methane Shirley Elisabeth*, the *Methane Heather Sally*, and the *Methane Alison Victoria* acquired from BG Group in April and June 2014, an increase of \$74.59 million due to the full year's operation during the year ended December 31, 2014 of the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney*, the *GasLog Skagen*, the *GasLog Chelsea* and the *GasLog Seattle* which were delivered on January 28, 2013, March 25, 2013, May 30, 2013, July 25, 2013, October 4, 2013 and December 9, 2013, respectively and a further increase in revenues of \$12.32 million due to the delivery of the *Solaris* on June 30, 2014. These deliveries resulted in an increase in operating days. The increase in consolidated revenues was partially offset by \$1.12 million caused by the off-hire days due to damage to the propulsion system of the *GasLog Singapore*, \$1.51 million caused by the off-hire days due to the drydocking of the *Methane Lydon Volney* which took place in November 2014 and \$0.55 million due to the damage to the propeller on the *Methane Heather Sally* and the other off-hires of \$0.21 million. There was also a decrease of \$4.13 million in revenues from technical management services mainly due to the decrease in the number of the managed vessels owned by third parties.

Vessel Operating and Supervision Costs: Vessel operating and supervision costs increased by 120.62%, or \$38.67 million, from \$32.06 million during the year ended December 31, 2013, to \$70.73 million during the year ended December 31, 2014. The increase is primarily attributable to an increase of \$40.94 million deriving from the operating expenses of the six vessels delivered in 2013, the *Solaris* and the *GasLog Saratoga* delivered on June 30, 2014 and December 16, 2014, respectively, to the six vessels acquired from BG Group in 2014 and to the increased technical maintenance expenses due to the planned main engines overhauling for the two vessels delivered in

2010. In addition there was an increase of \$2.61 million in employee costs related to new employees hired in order to fulfill the requirements of the fleet growth.

Voyage Expenses and Commissions: Voyage and commission expenses increased by 170.63%, or \$4.88 million, from \$2.86 million during the year ended December 31, 2013, to \$7.74 million during the year ended December 31, 2014. The increase was mainly attributable to the increased operating days in the year ended December 31, 2014 and increased voyage expenses from the *GasLog Chelsea* while unemployed between the spot/short-term charters.

Depreciation: Depreciation increased by 141.13%, or \$41.38 million, from \$29.32 million during the year ended December 31, 2013, to \$70.70 million during the year ended December 31, 2014. The increase in depreciation resulted from the increase in the average number of vessels in our fleet in the year ended December 31, 2014, compared to 2013.

General and Administrative Expenses: General and administrative expenses increased by 58.10%, or \$12.55 million, from \$21.60 million during the year ended December 31, 2013, to \$34.15 million during the year ended December 31, 2014. The increase is mainly attributable to a \$4.65 million increase in legal fees and other professional services including external assistance for Sarbanes-Oxley Act compliance and the Partnership's listing requirements, an increase in personnel related expenses of \$3.07 million related to the growth of the Group, an increase in equity-settled compensation expense of \$1.36 million, an increase in travel and accommodation expenses of \$1.08 million related to the Group's expansion in London and New York, an increase of \$0.61 million in rent and utilities related to the new offices in London and New York, an increase in directors and officers insurance of \$0.59 million mostly related to the additional cost derived from the Partnership's requirements, an increase in board of director's fees of \$0.66 million and an increase in various other expenses of \$0.53 million.

Financial Costs: Financial costs increased by 157.02%, or \$43.73 million, from \$27.85 million during the year ended December 31, 2013, to \$71.58 million during the year ended December 31, 2014. The increase is attributable to an increase of \$29.66 million in interest expense on loans, Bond and cash flow hedges. During the year ended December 31, 2014, we had an average of \$1,613.50 million of outstanding indebtedness including our Bond Agreement, having an aggregate weighted average interest rate of 3.26%, and during the year ended December 31, 2013, we had an average of \$715.92 million of outstanding indebtedness with a weighted average interest rate of 3.25%. These weighted average interest rates include interest expense on loans and cash flow hedges and interest expense on Bond and CCSs. The increase in financial costs was further affected by an increase in amortization of loan fees by \$11.74 million mainly deriving from the \$9.02 million write off of fees relating to the repayment of the loans used to finance the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney*, the *Methane Rita Andrea* and the *Methane Jane Elizabeth* that were terminated during the year ended December 31, 2014. Finally there was an increase in finance costs of \$2.33 million mainly deriving from the other loan fees including the termination of the aforementioned loans.

Gain/(loss) on Swaps: Loss on swaps increased by \$36.29 million, from \$11.50 million gain for the year ended December 31, 2013 to a \$24.79 million loss for the year ended December 31, 2014. The increase in loss is attributable to an increase of \$27.70 million in loss from mark-to-market valuation of our interest rate swaps which are carried at fair value through profit or loss, an increase of \$4.35 million in loss that was reclassified from equity to the statement of profit or loss related to the interest rate swaps for which hedge accounting was discontinued and an increase of \$4.58 million in realized loss from interest rate swaps held for trading. The increase of \$27.70 million in loss from mark-to-market valuation reflected a loss of \$7.87 million for the year ended December 31, 2014 as compared to a gain of \$19.83 million for the year ended December 31, 2013. In 2014, the loss derived from the fact that the LIBOR yield curve, which was used to calculate the present value of the estimated future cash flows, was lower than the agreed fixed interest rates resulting in an increase in derivative liabilities from interest rate swaps held for trading.

Profit for the Year: Consolidated profit decreased by 10.82% or \$6.16 million, from \$56.93 million for the year ended December 31, 2013, to \$50.77 million for the year ended December 31, 2014, as a result of the aforementioned factors.

Profit Attributable to Owners of the Group: Profit attributable to owners of the Group decreased by 25.94%, or \$14.77 million, from \$56.93 million for the year ended December 31, 2013, to \$42.16 million for the year ended December 31, 2014. The decrease in profit attributable to owners of the Group was affected by the increase in profit attributable to the non-controlling interest as a result of the completion of the Partnership's IPO in May 2014 (non-controlling unitholders of GasLog Partners).

Customers

For the year ended December 31, 2015, we received 83.14% of our revenues from BG Group, 11.76% of our revenues from Shell, 4.96% of our revenues from the spot/short-term market and 0.14% of our revenues from Egypt. For the year ended December 31, 2014, we received 80.10% of our revenues from BG Group, 11.66% of our revenues from Shell, 7.76% of our revenues from the spot/short-term market, 0.22% of our revenues from Egypt LNG and 0.26% from another customer. BG Group was acquired by Shell on February 15, 2016.

Seasonality

Since our owned ships are mainly employed under multi-year, fixed-rate charter arrangements, seasonal trends do not materially impact the revenues earned by our vessels during the year. Seasonality also does not have a significant impact on revenues earned by our management services, as we provide technical ship management and ship construction supervision services under fixed-rate agreements.

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

B. Liquidity and Capital Resources

As of December 31, 2015, 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 and 2015 follow-on equity offerings and the private placements, operating cash flows and long-term financings including bank loans and the Bond offering. Our primary liquidity needs are to fund our ship-operating expenses, finance the purchase and construction of our newbuildings, purchase secondhand 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 balance investment returns in order to maintain appropriate liquidity. Cash and cash equivalents are held primarily in U.S. dollars. In June 2013 and April 2014, we entered into six CCSs to exchange interest payments and principal on maturity on the same terms as the Bond Agreement and designated the CCSs as hedges of the variability of the USD functional currency equivalent cash flows on the Bond. Refer to Note 24 to our audited consolidated financial statements included elsewhere in this annual report for details on our swap arrangements.

In 2012, the Company adopted what it considers to be appropriate risk management policies to be used as a guideline in managing risks arising from our business and treasury activities. The Treasury Policies and Procedures aim to ensure that: responsibilities for treasury activities are delegated appropriately; treasury risks are identified, quantified and actively managed in a timely manner; and treasury transactions are properly authorized, controlled, reported and monitored.

In addition, during 2012 the Company established a set of Counterparty Risk Policies and Procedures formalizing our counterparty credit risk management process with an aim to protect against unwarranted credit exposures and to seek to manage counterparty risk. The purpose of the Counterparty Risk Policies and Procedures is to: provide general principles to guide counterparty credit risk management process; identify and actively manage counterparty risks; and delegate authority to approve additional counterparty risk on the Company.

As of December 31, 2015, we had \$302.99 million of cash and cash equivalents, of which \$4.06 million was held in a retention account in connection with the next installment and interest payment due under the credit facilities entered into by some of our subsidiaries, \$163.85 million was held in time deposits and \$3.52 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, 2015, we had \$6.0 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. In addition, as of December 31, 2015, we had \$62.72 million in restricted cash in order to comply with the covenants under three of our credit facilities.

As of December 31, 2015, we had an aggregate of \$2.29 billion of indebtedness outstanding under twelve credit facilities, of which \$645.19 million is repayable within one year, including \$42.18 million under the revolving credit facility. As of December 31, 2015, GasLog had \$113.74 million outstanding under the Bond Agreement that is payable in June 2018.

As of December 31, 2015, GasLog had not yet drawn any of the \$1.3 billion under its latest debt financing agreement to partially finance the delivery of our eight newbuildings, since the relevant funds shall be drawn upon the deliveries of the respective newbuildings, expected in 2016, 2018 and 2019. Additionally, there was an undrawn amount of \$7.82 million from the revolving facility of GAS-two Ltd., which is available to be drawn under certain conditions.

The total contract price for our eight newbuildings on order as of December 31, 2015, was approximately \$1.62 billion, of which \$170.63 million was paid as of December 31, 2015. 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 the eight newbuildings on various dates in 2016, 2018 and 2019. As of December 31, 2015, the total remaining balance of the contract prices for the eight newbuildings was \$1.45 billion of which \$720.75 million is due within twelve months that will be funded with existing undrawn debt, available cash, cash from operations and other financings we may enter into.

In addition, we have secured additional fixed priced options from Samsung on up to six further 174,000 cbm newbuildings with delivery dates in 2018 and 2019. The option contracts expire at the end of the first quarter of 2016.

On February 18, 2016, GasLog entered into the Five Vessel Refinancing to refinance the existing indebtedness on five of its contracted vessels of up to \$576.50 million for debt maturities which were due in 2016 and 2017. It is comprised of a five-year senior tranche facility of up to \$396.50 million and a two-year bullet junior tranche of up to \$180.0 million. The vessels covered by the Five Vessel Refinancing are the GasLog-owned *Methane Lydon Volney* and *Methane Becki Anne* and the GasLog Partners-owned *Methane Alison Victoria*, *Methane Shirley Elisabeth* and *Methane Heather Sally*.

On February 24, 2016, GasLog's subsidiary, GAS-twenty six Ltd., completed the ship sale and leaseback transaction with Lepta Shipping for the sale and leaseback of the *Methane Julia Louise*. 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 current book value. 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. Following the completion of this transaction, the outstanding debt of GAS-twenty six Ltd. of \$230.0 million was prepaid.

On February 25, 2016, a supplemental deed was signed with the lenders of the GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd. loan facility, permitting GasLog to withdraw the \$21.0 million maintained in blocked accounts for each of GAS-nine Ltd. and GAS-ten Ltd., provided GasLog has provided an executed guarantee or letter of credit with a minimum duration of six months. In connection to this, on February 26, 2016, GasLog entered into two bank guarantees, issued by BNP Paribas S.A. for GAS-nine Ltd. and GAS-ten Ltd. of \$21.0 million each. The bank guarantees bear interest at a margin and are available for a period of up to two years. Consequently, \$42.0 million was reclassified from restricted cash to cash and cash equivalents.

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. 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—Dividend Policy” for a discussion of risks related to our ability to pay dividends.

Working Capital Position

As of December 31, 2015, our current assets totaled \$398.15 million while current liabilities totaled \$734.39 million, resulting in a negative working capital position of \$336.24 million. In February 2016, we signed a debt refinancing of up to \$576.50 million with certain financial institutions to refinance \$464.63 million of our current debt plus \$111.87 million of our non-current debt. In addition, following the completion of the sale and leaseback of the *Methane Julia Louise*, \$50.63 million of our current debt and \$179.37 million of our non-current debt was prepaid.

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.

Taking into account generally expected market conditions, we anticipate that cash flow generated from operations 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.

Cash Flows

Year ended December 31, 2014 compared to the year ended December 31, 2015

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

	Year ended December 31,	
	2014	2015
	(in thousands of U.S. dollars)	
Net cash provided by operating activities	\$ 148,288	\$ 161,579
Net cash used in investing activities	(1,386,656)	(704,052)
Net cash provided by financing activities	1,346,762	634,317

Net Cash Provided By Operating Activities

Net cash provided by operating activities increased by \$13.29 million, from \$148.29 million during the year ended December 31, 2014, to \$161.58 million during the year ended December 31,

2015. The increase was due to an increase of \$85.69 million in revenue collections, a decrease of \$1.41 million in realized losses on interest rate swaps held for trading and a decrease in cash from ship management creditors amounting to \$9.10 million, partially offset by an increase of \$46.88 million in payments for general and administrative expenses, operating expenses and inventories, an increase of \$14.91 million in cash paid for interest and an increase of \$21.12 million in cash collaterals.

Net Cash Used In Investing Activities

Net cash used in investing activities decreased by \$682.61 million, from \$1,386.66 million during the year ended December 31, 2014, to \$704.05 million during the year ended December 31, 2015. The decrease is mainly attributable to a \$637.16 million decrease in payments for the construction costs of newbuildings and the acquisition of second-hand vessels, the net decrease in payments for short-term investments of \$46.02 million and a \$0.71 million increase in dividends received from Egypt LNG, partially offset by an increase of \$1.32 million in payments for other tangible assets relating mainly to depot spares.

Net Cash Provided By Financing Activities

Net cash provided by financing activities decreased by \$712.44 million, from \$1,346.76 million during the year ended December 31, 2014, to \$634.32 million during the year ended December 31, 2015. The decrease is mainly attributable to a decrease of \$874.47 million in proceeds from our borrowings, a decrease of \$349.07 million in proceeds from equity offerings (in 2014, we received net proceeds of \$310.24 million from the public offerings and private placement completed in January and April 2014 and \$323.09 million from GasLog Partners' initial public offering; in 2015, we received net proceeds of \$111.38 million from the preferred stock issuance and \$172.88 million from GasLog Partners' public offering), an increase in restricted cash of \$17.07 million, an increase of \$37.39 million in dividend payments, an increase in payments of loan issuance costs of \$3.47 million partially offset by a decrease in bank loan repayments of \$553.24 million, a \$13.22 million decrease in payments of treasury shares and a decrease of \$2.84 million in payments of equity raising costs.

Year ended December 31, 2013 compared to the year ended December 31, 2014

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

	Year ended December 31,	
	2013	2014
	(in thousands of U.S. dollars)	
Net cash provided by operating activities	\$ 86,745	\$ 148,288
Net cash used in investing activities	(935,516)	(1,386,656)
Net cash provided by financing activities.	840,481	1,346,762

Net Cash Provided By Operating Activities

Net cash provided by operating activities increased by \$61.54 million, from \$86.75 million during the year ended December 31, 2013, to \$148.29 million in the year ended December 31, 2014. The increase was due to an increase of \$173.82 million in revenue collections, partially offset by unfavorable changes in cash from ship management creditors amounting to \$14.16 million, an increase of \$46.15 million in payments for general and administrative expenses, operating expenses and inventories, an increase of \$42.42 million in cash paid for interest including the payment of \$4.63 million for the termination of the swap contracts related to the *GasLog Shanghai*, the *GasLog Santiago* and the *GasLog Sydney* facilities and \$4.78 million premium paid to enter into the three CCSs, an increase of \$4.58 million in realized losses on interest rate swaps held for trading and an increase of \$4.97 million in movement in cash collaterals.

Net Cash Used In Investing Activities

Net cash used in investing activities increased by \$451.14 million, from \$935.52 million during the year ended December 31, 2013, to \$1,386.66 million during the year ended December 31, 2014. The increase is mainly attributable to a \$324.56 million increase in payments for the construction costs of newbuildings and the acquisition of second-hand vessels, an increase of \$1.57 million in payments for other fixed assets, the net increase in payments for short-term investments of \$123.68 million, the \$1.03 million decrease in dividends and return of capital received from Egypt LNG and a decrease of \$0.30 million in interest income received.

Net Cash Provided By Financing Activities

Net cash provided by financing activities increased by \$506.28 million, from \$840.48 million in the year ended December 31, 2013, to \$1,346.76 million in the year ended December 31, 2014. The increase is mainly attributable to an increase of \$454.27 million in proceeds from our borrowings, the net proceeds of \$309.15 million from the public offerings and private placement in January and April 2014, the net proceeds of \$319.50 million from the GasLog Partners' IPO and follow-on public offering, partially offset by an increase of \$514.29 million in bank loan repayments, an increase of \$22.83 million in restricted cash, \$12.95 million payments for treasury shares, \$18.85 million increase in dividend payments and \$7.72 million increase in payment of loan issuance costs.

Credit Facilities

The following summarizes certain terms of the twelve outstanding facilities as of December 31, 2015:

Lender(s)	Subsidiary Party (Collateral Ship)	Outstanding Principal Amount	Interest Rate	Maturity	Remaining Payment Installments as of December 31, 2014
Danish Ship Finance A/S	GAS-one Ltd. (<i>GasLog Savannah</i>)	\$119.65 million	LIBOR + applicable margin	2020	18 consecutive quarterly installments in the amount of \$2.06 million each, plus a balloon payment in the amount of \$82.52 million due in May 2020.
DNB Bank ASA, UBS AG, National Bank of Greece S.A., Commonwealth Bank of Australia and Skandinaviska Enskilda Banken AB (publ)	GAS-two Ltd. (<i>GasLog Singapore</i>)	Term loan: \$85.00 million. Revolving facility: \$42.18 million	LIBOR + applicable margin	2018	Term loan: 10 consecutive quarterly installments in the amount of \$2.50 million each, plus a balloon payment in the amount of \$60.00 million due in May 2018. Revolving facility: It is available for drawing on a fully revolving basis in minimum amounts of \$5.00 million until three months prior to the maturity date in May 2018. Total revolving facility of \$50.00 million.
Nordea Bank Finland Plc, London Branch, ABN AMRO Bank N.V. and Citibank International Plc, London Branch	GAS-six Ltd. (<i>GasLog Skagen</i>)	\$120.17 million	LIBOR + applicable margin	2019	15 consecutive quarterly installments of \$2.04 million each, plus a balloon payment of \$89.62 million concurrently with the last installment in 2019.
Credit Suisse AG	GAS-seven Ltd. (<i>GasLog Seattle</i>)	\$128.00 million	LIBOR + applicable margin	2020	20 consecutive quarterly installments of \$2.00 million, with a balloon payment of \$88.00 million due with the last installment in 2020.
DnB Bank ASA, Commonwealth Bank of Australia, Danish Ship Finance A/S, ING Bank N.V. and Skandinaviska Enskilda Banken AB (publ)	GAS-eight Ltd. and GAS-nine Ltd. GAS-ten Ltd. (<i>Solaris, GasLog Saratoga, GasLog Salem</i>)	\$410.88 million	LIBOR + applicable margin	2021 2022	22 consecutive quarterly installments of \$1.99 million, 24 consecutive quarterly installments of \$2.03 million and 26 consecutive quarterly installments of \$2.03 million with balloon payments of \$87.28 million, \$89.16 million and \$89.16 million, respectively, due with the last installment under each tranche.

Lender(s)	Subsidiary Party (Collateral Ship)	Outstanding Principal Amount	Interest Rate	Maturity	Remaining Payment Installments as of December 31, 2014
Citibank N.A., London Branch, Citibank International Plc. and DVB America N.V.	GAS-fifteen Ltd. (<i>GasLog Chelsea</i>)	\$86.66 million	LIBOR + applicable margin	2018	6 semi-annual installments of \$3.34 million, with a balloon payment of \$66.65 million due with the last installment in 2018.
Citibank, N.A. London Branch	GAS-eighteen Ltd. (<i>Methane Lydon Volney</i>)	\$108.50 million	LIBOR + applicable margin	2016	Balloon payment of \$108.50 million due in 2016 without intermediate payments. ⁽¹⁾
Citibank, N.A. London Branch (“GasLog Partners Assumed Facility”)	GAS-nineteen Ltd. (<i>Methane Alison Victoria</i>) GAS- twenty Ltd. (<i>Methane Shirley Elizabeth</i>) GAS- twenty one Ltd. (<i>Methane Heather Sally</i>)	\$305.50 million	LIBOR + applicable margin	2016	Balloon payment of \$305.50 million due in 2016 without intermediate payments. ⁽¹⁾
ABN Amro Bank N.V., Commonwealth Bank of Australia, Credit Agricole Corporate and Investment Bank, Deutsche Bank AG Filiale Deutschlandgeschäft, DNB Bank ASA, London Branch and ING Bank N.V., London Branch	GAS-twenty six Ltd. (<i>Methane Julia Louise</i>) and GAS- twenty seven Ltd. (<i>Methane Becki Anne</i>)	\$325.0 million	LIBOR + applicable margin	2017	Balloon payment of \$325.0 million due in March 2017 without intermediate payments. ⁽¹⁾
ABN Amro Bank N.V., Credit Agricole Corporate and Investment Bank, Deutsche Bank AG Filiale Deutschlandgeschäft and DNB Bank ASA, London Branch	GAS-twenty six Ltd. (<i>Methane Julia Louise</i>) and GAS- twenty seven Ltd. (<i>Methane Becki Anne</i>)	\$135.0 million	LIBOR + applicable margin	2017	4 consecutive quarterly installments of \$33.75 million, beginning June 2016 (i.e. 15 months after the signing date).
Citibank, N.A., London Branch, Nordea Bank Finland plc, London Branch, DVB Bank America N.V., ABN Amro Bank N.V., Skandinaviska Enskilda Banken AB (publ), BNP Paribas (GasLog Partners Credit Facility)	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>), GAS- seventeen Ltd. (<i>Methane Jane Elizabeth</i>)	\$427.50 million	LIBOR + applicable margin	2019	16 consecutive quarterly installments of \$5.63 million and a balloon payment of \$337.5 million together with the final quarterly payment.

⁽¹⁾ On February 18, 2016, we entered into a \$576.50 million refinancing with certain financial institutions (see details below), to refinance \$464.63 million of our current debt plus \$111.87 million of our non-current debt.

In addition, on October 16, 2015, GasLog entered into a debt financing agreement with 14 international banks for \$1.3 billion to partially finance the delivery of our eight newbuildings expected to be delivered in 2016, 2018 and 2019. The final commitments were more than two times oversubscribed from a combination of new and existing lending institutions. The financing is backed by the Export Import Bank of Korea and the Korea Trade Insurance Corporation, who are either directly lending or providing cover for over 60.0% of the facility. The loan agreement provides for four tranches of \$412.46 million, \$201.09 million, \$206.12 million and \$491.69 million. The facility will be 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. Amounts drawn will bear interest at LIBOR plus a margin.

On February 18, 2016, GasLog entered into the Five Vessel Refinancing for debt maturities which were due in 2016 and 2017. It is comprised of a five-year senior tranche facility of up to \$396.50 million and a two-year bullet junior tranche of up to \$180.0 million. The vessels covered by the Five Vessel Refinancing are the GasLog-owned *Methane Lydon Volney* and *Methane Becki Anne* and the GasLog Partners-owned *Methane Alison Victoria*, *Methane Shirley Elisabeth* and *Methane Heather Sally*. ABN AMRO Bank N.V. and DNB (UK) Ltd. were mandated lead arrangers to the transaction. The other banks in the syndicate are: 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. The senior tranche facility provides for four advances of \$72.50 million each and a fifth advance of \$106.50 million. Each advance under the senior tranche shall be repaid in 20 quarterly equal installments commencing three months after the relevant drawdown dates for the first four advances and 12 months after the relevant drawdown date for the fifth advance, with a balloon payment together with the final installment. The junior tranche facility provides for four advances of \$30.0 million each and a fifth advance of \$60.0 million. Each advance under the junior tranche shall be repaid in full 24 months after the relevant drawdown dates. Amounts drawn will bear interest at LIBOR plus a margin (variable margin for the junior tranche). As of March 11, 2016, no amount was drawn under the Five Vessel Refinancing.

Our credit facilities are, and in the case of the undrawn facilities, will be 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 Partners Credit Facility guarantees from GasLog Partners and GasLog Partners Holdings LLC, in the case of the GasLog Partners Assumed Facility, guarantees from us, GasLog Partners and GasLog Partners Holdings LLC, and in the case of the Five Vessel Refinancing, guarantees from us, GasLog Partners, GasLog Carriers Ltd. and 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 priority assignment of all earnings and insurance 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;
- enter into, terminate or amend 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 GasLog Partners Credit 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 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 aggregate amount of all unencumbered cash and cash equivalents must be not less than the higher of 3.0% of our total indebtedness and \$20.0 million after the first drawdown (\$50.0 million under the October 2015 Facility and the Five Vessel Refinancing);
- we are permitted to pay dividends, provided that we hold unencumbered cash and cash equivalents equal to at least 4.0% of our total indebtedness, subject to no event of default having occurred or occurring as a consequence of the payment of such dividends; and
- our market value adjusted net worth must at all times be not less than \$350.0 million.

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. As of December 31, 2015, in connection with the delivery of the *GasLog Saratoga* and the *GasLog Salem*, \$21.0 million per vessel has been deposited in a blocked account which amount is presented under restricted cash because the spot charters that the vessels enter into from time to time are not considered approved charters by the lenders. In addition, as of December 31, 2015, \$20.0 million and \$0.7 million has been presented under restricted cash pursuant to the credit facilities used to finance the *GasLog Savannah* and the *GasLog Singapore*. This requirement was triggered (a) for *GasLog Savannah* because the vessel's new charter party is not considered an approved charter by the lenders and (b) for *GasLog Singapore* because the vessel's charterer has not exercised its option to extend its time charter within 12 months of the charter's scheduled termination date.

On February 25, 2016, a supplemental deed was signed with the lenders of the GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd. loan facility, permitting GasLog to withdraw the \$21.0 million maintained in blocked accounts for each of GAS-nine Ltd. and GAS-ten Ltd., the entities which own the *GasLog Saratoga* and the *GasLog Salem*, respectively, provided GasLog has provided an executed guarantee or letter of credit with a minimum duration of six months. In connection to this, on February 26, 2016, GasLog entered into two bank guarantees, issued by BNP Paribas S.A. for GAS-nine Ltd. and GAS-ten Ltd. of \$21.0 million each. The bank guarantees bear interest at a margin and are available for a period of up to two years. Consequently, \$42.0 million was reclassified from restricted cash to cash and cash equivalents.

Our credit facilities contain customary events of default, including nonpayment of principal or interest, breach of covenants or material inaccuracy of representations, default under other material indebtedness and bankruptcy, as well as, in certain facilities, default in the event of the cancellation, rescission, frustration or withdrawal of a charter agreement prior to its scheduled expiration. 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, not less than 120.0% (in the case of the October 2015 Facility, 115.0% for the first two years after each drawdown and 120.0% at any time thereafter and in the case of the Five Vessel Refinancing, 115.0% until the maturity of the junior tranche and 120.0% at any time thereafter) of the then outstanding amount under the applicable facility and any related swap exposure. 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 as of December 31, 2015.

GasLog Partners Credit Facility and the Five Vessel Refinancing

The GasLog Partners Credit Facility and the Five Vessel Refinancing are subject to specified financial covenants that apply to us on GasLog Partners' consolidated basis. These financial covenants include the following:

- the aggregate amount of all unencumbered cash and cash equivalents must be not less than the higher of 3.0% of total indebtedness or \$15.0 million;
- total indebtedness divided by total assets must be less than 60.0%;
- 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%; 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.

The GasLog Partners Credit Facility contains customary events of default, including nonpayment of principal or interest, breach of covenants or material inaccuracy of representations, default under other material indebtedness and bankruptcy as well as an event of default in the event of the cancellation, rescission, frustration or withdrawal of a charter agreement prior to its scheduled expiration. In addition, the GasLog Partners Credit Facility contains 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, not less than 120.0% of the then outstanding amount under the applicable facility and any related swap exposure. If GasLog Partners fails to comply with these covenants and is not able to obtain covenant waivers or modifications, its lenders could require it to make prepayments or provide additional collateral sufficient to bring it into compliance with such covenants, and if it fails to do so its lenders could accelerate our indebtedness.

The GasLog Partners Credit Facility and the Five Vessel Refinancing also impose certain restrictions relating to the Partnership, including restrictions that limit its ability to make any substantial change in the nature of its business or to the corporate structure without approval from the lenders.

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, 2015.

Senior Unsecured Notes

On June 27, 2013, we issued the NOK 500 million Bond (or \$83.21 million based on the exchange rate on June 27, 2013) that will mature on June 27, 2018. On May 2, 2014, we closed a follow-on issue of the Bond of NOK 500.00 million (or \$83.61 million based on the exchange rate on closing date) at a premium of \$4.18 million (based on the exchange rate on closing date). The total outstanding balance of the Bond, including the follow-on issue amounts to NOK 1 billion. The Bond bears interest at NIBOR plus margin. Interest payments shall be made in arrears on a quarterly basis. The carrying amount of the Bond, net of unamortized financing costs, as of December 31,

2014 is \$132.69 million. We may redeem the Bond in whole or in part as follows: (a) with settlement date at any time from June 27, 2016 to but not including June 27, 2017 at 105.0% of par plus accrued interests on redeemed amount, (b) with settlement date at any time from June 27, 2017 to but not including December 27, 2017 at 103.0% of par plus accrued interests on redeemed amount, and (c) with settlement date at any time from December 27, 2017 to but not including the maturity date at 101.75% of par plus accrued interests on redeemed amount.

As issuer of the Bond we are required to comply with the financial covenants listed below:

- 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 115.0%;
- the aggregate amount of all unencumbered cash and cash equivalents must exceed the higher of 3.0% of total indebtedness and \$20.0 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 are not permitted to (i) declare or make any dividend payment or distribution, whether in cash or in kind, (ii) repurchase any of our shares or undertake other similar transactions (including, but not limited to, total return swaps related to our shares), or (iii) grant any loans or make other distributions or transactions constituting a transfer of value to our shareholders (items (i), (ii) and (iii) collectively referred to as the "Distributions") that in aggregate exceed during any calendar year 50.0% of our consolidated net profit after taxes based on the audited annual accounts for the previous financial year (any unutilized portion of the permitted dividend pursuant to the above may not be carried forward). In the amendment to the Bond Agreement signed in November 2014, certain covenants were revised in order to reflect our growth and the anticipated growth of GasLog Partners. Under the amended agreement, (a) notwithstanding the restriction on Distributions described above, we are permitted to make Distributions up to an aggregate maximum per share, for the years 2015, 2016, 2017 and 2018 of \$1.00/share, \$1.10/share, \$1.20/share and \$1.30/share, respectively, provided that total indebtedness divided by total assets (giving pro forma effect for the Distribution) does not exceed 67.5% immediately after the Distribution is made, the ratio of EBITDA over debt service obligations on a trailing 12 months basis ending the quarter immediately prior to that in which the Distribution is made is not less than 115.0% and no event of default would result from such Distribution, (b) the amount of debt or committed debt availability that we provide to GasLog Partners cannot exceed \$75.0 million and (c) we agreed to pay a one-time fee of 1.0% of the face value of the Bond.

Compliance with the Bond covenants is required at all times and we were in compliance as of December 31, 2015.

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 and operation 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 and in 2015 we acquired two secondhand vessels and took delivery of one LNG carrier. During the years ended December 31, 2015, 2014 and 2013, we funded \$0.73 billion, \$1.36 billion and \$1.04 billion, respectively, of construction and delivery costs, including installment payments on newbuildings, with funds borrowed under credit facilities and the Bond, capital contributions from our pre-IPO shareholders, proceeds from our IPO and the GasLog Partners' IPO and proceeds from follow-on equity offerings and private placements.

As of December 31, 2015, our commitments for capital expenditures related to the eight contracted LNG carriers on order. The outstanding commitment for our eight newbuildings on order

as of December 31, 2015 was approximately \$1.45 billion. 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 with borrowings under the senior secured credit facility we have entered into with an aggregate undrawn amount of \$1,311.36 million on October 16, 2015, available cash and cash from operations. In the event we decide to exercise our options to order up to six additional ships from Samsung, we expect to finance the costs with cash from operations and a combination of debt and equity financing.

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 discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with IFRS as issued by the IASB. The preparation of those financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses and related disclosure at the date of our financial statements. Actual results may differ from these estimates under different assumptions and conditions. Critical accounting policies are those that reflect significant judgments of uncertainties and potentially result in materially different results under different assumptions and conditions. We have described below what we believe are our most critical accounting policies, because they generally involve a comparatively higher degree of judgment in their application. For a description of all our principal accounting policies, see Note 2 to our consolidated financial statements included elsewhere in this annual report.

Ship Cost, Lives and Residual Value

When determining ship cost, we recognize both the installment payments paid to the shipyard along with any directly attributable costs of bringing the ships to their working condition incurred during the construction periods as ship costs. Directly attributable costs incurred during the ship construction period consist of capitalized borrowing costs, commissions, on-site supervision costs, costs for sea trials, certain spare parts and equipment, lubricants and other ship delivery expenses. Any vendor discounts are deducted from the cost of our ships. Subsequent expenditures for conversions and major improvements are also capitalized when the recognition criteria are met.

The ship cost 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, which we believe is within industry standards and represents the most reasonable useful life for each of our ships. Management estimated residual value of its vessels to be equal to the product of its LWT and an estimated scrap rate per LWT. Effective October 1, 2015, following management's annual reassessment, the estimated scrap rate per LWT was decreased. This change in estimate increased depreciation expense by \$0.14 million for the year ended December 31, 2015 and is expected to increase the future annual depreciation by \$0.58 million. The estimated residual value of our ships may not represent the fair market value at any one time partly because market prices of scrap values tend to fluctuate. We might revise our estimate of the residual values of our ships in the future in response to changing market conditions.

An increase in the estimated useful lives of our ships or in their residual value would have the effect of decreasing the annual depreciation charge and extending it into later periods. A decrease in

the useful life of our ships or their residual value would have the effect of increasing the annual depreciation charge and possibly resulting in an impairment charge.

When we are faced with regulations that place significant limitations on the ability of any of our ships to trade on a worldwide basis, we adjust the ship's useful life to end at the date such regulations become effective.

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

We use judgment when estimating the period between drydockings performed, which can result in adjustments to the estimated amortization of the drydocking expense. If a ship is disposed of before its next drydocking, the remaining balance of the deferred drydock is written off and forms part of the gain or loss recognized upon disposal of ships in the period of disposal. We expect that our ships will be required to be drydocked approximately 60 months after their delivery from the shipyard and thereafter every 60 months our ships will be required to undergo special or intermediate surveys and be drydocked for major repairs and maintenance that cannot be performed while the ships are operating. We amortize our estimated drydocking expenses for the first special survey over five years, in case of new ships, and until the next drydocking for secondhand ships, unless management intends to drydock the vessels earlier as circumstances arise.

Costs that will be capitalized as part of the future drydockings will include a variety of costs incurred directly attributable to the drydock and costs incurred to meet classification and regulatory requirements, as well as expenses related to the dock preparation and port expenses at the drydock shipyard, general shipyard expenses, expenses related to hull, external surfaces and decks, 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. Drydocking costs do not include vessel operating expenses such as replacement parts, crew expenses, provisions, lubricants consumption, insurance, management fees or management costs during the drydocking period. Expenses related to regular maintenance and repairs of our vessels are expensed as incurred, even if such maintenance and repair occurs during the same time period as our drydocking.

Ordinary maintenance and repairs that do not extend the useful life of the asset are expensed as incurred.

Impairment of Vessels

At the end of each reporting period we perform an assessment of whether there is any indication that our vessels may be impaired 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.

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, 2014 and December 31, 2015.

Vessel	Acquisition Date	Cargo capacity (cbm)	Acquisition cost	Carrying values ⁽¹⁾ (in thousands of U.S. dollars)	
				December 31, 2014	December 31, 2015
<i>GasLog Savannah</i> ⁽⁵⁾	May 2010	155,000	\$ 229,795	\$ 200,743	\$ 196,788
<i>GasLog Singapore</i> ⁽⁵⁾	July 2010	155,000	227,252	199,398	195,644
<i>GasLog Shanghai</i>	January 2013	155,000	189,233	178,962	173,661
<i>GasLog Santiago</i>	March 2013	155,000	189,111	179,659	174,361
<i>GasLog Sydney</i>	May 2013	155,000	195,429	186,671	181,194
<i>GasLog Skagen</i>	July 2013	155,000	195,338	187,420	181,949
<i>GasLog Chelsea</i> ⁽²⁾	October 2013	153,600	162,338	156,031	154,383
<i>GasLog Seattle</i>	December 2013	155,000	201,198	195,161	189,521
<i>Methane Rita Andrea</i> ⁽³⁾⁽⁵⁾	April 2014	145,000	156,613	152,367	146,707
<i>Methane Jane Elizabeth</i> ⁽³⁾⁽⁵⁾	April 2014	145,000	156,613	152,339	146,743
<i>Methane Lydon Volney</i> ⁽³⁾⁽⁵⁾	April 2014	145,000	156,613	154,731	149,226
<i>Methane Alison Victoria</i> ⁽⁴⁾⁽⁵⁾	June 2014	145,000	156,610	153,395	149,966
<i>Methane Shirley Elisabeth</i> ⁽⁴⁾⁽⁵⁾	June 2014	145,000	156,599	153,493	150,387
<i>Methane Heather Sally</i> ⁽⁴⁾⁽⁵⁾	June 2014	145,000	156,599	153,684	150,468
<i>Solaris</i>	June 2014	155,000	201,849	198,768	193,235
<i>GasLog Saratoga</i>	December 2014	155,000	204,146	203,695	198,112
<i>Methane Julia Louise</i> ⁽²⁾⁽⁵⁾	March 2015	170,000	232,334	—	228,959
<i>Methane Becki Anne</i> ⁽²⁾⁽⁵⁾	March 2015	170,000	232,334	—	229,017
<i>GasLog Salem</i>	April 2015	155,000	204,343	—	200,403
Total			\$ 3,604,347	\$ 2,806,517	\$ 3,390,724

⁽¹⁾ Our vessels are stated at carrying values (see Note 6 to our consolidated financial statements included elsewhere in this annual report). For the years ended December 31, 2014 and December 31, 2015, no impairment was recorded. However, as described below, the value in use for each of these ten vessels was higher than the carrying amount of these vessels and consequently, no impairment loss was recognized.

⁽²⁾ The vessel was built in 2010.

⁽³⁾ The vessels were built in 2006.

⁽⁴⁾ The vessels were built in 2007.

⁽⁵⁾ Indicates vessels for which we believe, as of December 31, 2015, the basic charter-free market value is lower than the vessel's carrying value. We believe that the aggregate carrying value of these vessels exceeds their aggregate basic charter-free market value by \$220.91 million, as of December 31, 2015. However, as described below, the value in use for each of the ten vessels was higher than the carrying amount of these vessels and consequently, no impairment loss was recognized.

Except where indicated, 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, 2014 and December 31, 2015.

Our estimates of basic market value assume that our vessels are all in good and seaworthy condition without need for repair and if inspected would be certified in class without notations of any kind. Our estimates are based on approximate market values for our vessels that have been received from shipbrokers, 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 that our estimates may not be indicative of the current or future basic market value of our vessels or prices that we could achieve if we were to sell them.

As of December 31, 2015, for the ten vessels with carrying amounts higher than the estimated charter-free market value we concluded that events and circumstances triggered the existence of potential impairment of these vessels. As a result, the Group performed the impairment assessment of the Group's vessels by comparing the discounted projected net operating cash flows for these vessels to their carrying value. The significant factors and assumptions the Group used in its discounted projected net operating cash flow analysis included, among others, operating revenues, off-hire revenues, drydocking costs, operating expenses, management fees estimates and the discount rate. Revenue assumptions were based on contracted time charter rates up to the end of life of the

current contract of each vessel as well as the estimated average time charter equivalent rates for the remaining life of the vessel after the completion of its current contract. The estimated daily time charter equivalent rates used for non-contracted revenue days are based on a combination of (i) recent charter market rates, (ii) conditions existing in the LNG market as of December 31, 2015, (iii) historical average time charter rates, based on publications by independent third party maritime research services, and (iv) estimated future time charter rates, based on publications by independent third party maritime research services that provide such forecasts. Recognizing that the LNG industry is cyclical and subject to significant volatility based on factors beyond our control, management believes the use of revenue estimates, based on the combination of factors (i) to (iv) above, to be reasonable as of the reporting date. In addition, the Group used an annual operating expenses escalation factor and estimates of scheduled and unscheduled off-hire revenues based on historical experience. All estimates used and assumptions made were in accordance with the Group's internal budgets and historical experience of the shipping industry. The value in use for the ten vessels calculated as per above was higher than the carrying amount of these vessels and consequently, no impairment loss was recognized.

In connection with the impairment testing of our vessels as of December 31, 2015, for the ten vessels with carrying amounts higher than the estimated charter-free market value, we performed a sensitivity analysis on the most sensitive and/or subjective assumption that has the potential to affect the outcome of the impairment exercise, the projected charter hire rate used to forecast future cash flows for non-contracted days. The following table summarizes the average results of the sensitivity analysis that we performed.

Average charter party rate used	Average break even charter party rate	Variance (Amount)	Variance (%)
\$66,693	\$58,551	\$8,143	12%

Fair Value of Derivative Financial Instruments

Our risk management policies permit the use of derivative financial instruments to manage interest rate risk and foreign exchange risk. Changes in fair value of derivative financial instruments that are not designated as cash flow hedges for accounting purposes are recognized in the consolidated profit or loss.

A substantial majority of the fair value of our derivative instruments and the change in fair value of our derivative instruments from period to period result from our use of interest rate swap agreements. The fair value of our interest rate swap agreements is the estimated amount that we would receive or pay to terminate the agreements at the reporting date, taking into account current interest rates and the current credit worthiness of both us and the swap counterparties. The estimated amount is the present value of estimated future cash flows, being equal to the difference between the benchmark interest rate and the fixed rate in the interest rate swap agreement, multiplied by the notional principal amount of the interest rate swap agreement at each interest reset date.

The fair value of our interest rate and currency swap agreements at the end of each period are most significantly affected by the interest rate implied by market-observable data such as LIBOR yield curve, and forward foreign exchange rates. While the fair value of our interest and currency swap agreements are typically more sensitive to changes in short-term rates, significant changes in the long-term benchmark interest and foreign exchange rates also materially impact our interest and currency swap agreements.

The fair value of our interest and currency swap agreements are also affected by changes in our specific credit risk and counterparties' risk included in the discount factor. The estimate of the Group's credit risk is based on the credit rating of other companies in the LNG industry where publicly available, the rating of the global transportation industry where the shipping industry is included and the feedback that the Group receives from its lenders as part of the margin setting for the new loan agreements. The counterparties' credit risk is estimated either by using the credit

default swap rates obtained from public information or, if not available, by using the credit rating of the counterparties.

The LIBOR yield curve and our specific credit risk are expected to vary over the life of the interest rate swap agreements. The larger the notional amount of the interest rate swap agreements outstanding and the longer the remaining duration of the interest rate swap agreements, the larger the impact of any variability in these factors will be on the fair value of our interest rate swaps. We economically hedge the interest rate exposure on a significant amount of our long-term debt and for long durations. As such, we have historically experienced, and we expect to continue to experience, material variations in the period-to-period fair value of our derivative instruments.

Although we measure the fair value of our derivative instruments utilizing the inputs and assumptions described above, if we were to terminate the agreements at the reporting date, the amount we would pay or receive to terminate the derivative instruments may differ from our estimate of fair value. If the estimated fair value differs from the actual termination amount, an adjustment to the carrying amount of the applicable derivative asset or liability would be recognized in profit or loss for the current period. Such adjustments could be material. See Note 24 to our consolidated financial statements included elsewhere in this annual report for the effects on the change in fair value of our derivative instruments on our consolidated statements of profit or loss.

Classification of the Partnership 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 (21,660,000 units as of December 31, 2015). 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.

Measurement of Share-based Compensation

The Group used an accepted valuation methodology to value the Stock Appreciation Rights or Stock Options. The inputs are based on observable market data and management's estimates. Details of the valuation methodology and significant assumptions used are set out in Note 20 of the consolidated financial statements included elsewhere in this annual report.

Impairment of Goodwill

We review goodwill for impairment at least annually. For the purpose of impairment testing, goodwill has been allocated to the cash-generating unit representing our management company, GasLog LNG Services, which was acquired by us in 2005.

In order to determine whether goodwill has been impaired, we estimate the value-in-use of the cash-generating unit to which goodwill has been allocated. The value-in-use calculation requires us to estimate the future cash flows expected to arise from the cash-generating unit and also a suitable discount rate in order to calculate present value representing recoverable amount of the cash-generating unit. In determining the value-in-use of the cash-generating unit as of December 31, 2015, we used cash flow projections based on financial budgets approved by management. Growth assumptions were based on estimates and considered the number of ships expected to be under our management for which contracts were in place at the end of each year. The key assumptions used in the value-in-use calculations are as follows:

- average inflation of 1.0% per annum;
- a pre-tax discount rate of 11.0% per annum;
- annual growth rate of 1.0%; and
- 1 euro = 1.15 U.S. dollars.

We assessed the recoverable amount of goodwill at the end of each annual reportable period and concluded that goodwill associated with our cash-generating unit was not impaired. We believe that any reasonably possible further change in the key assumptions on which the recoverable amount is based would not cause the carrying amount of the cash-generating unit to exceed its recoverable amount.

Recent Accounting Pronouncements

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

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

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

D. Trend Information

LNG Supply

The global seaborne trade of LNG cargoes was approximately 250 mtpa in 2015. This lower than expected growth came as a halt in production at Yemen partially offset startup of two terminals in Australia and one in Indonesia. Looking ahead, based on the public announcements of LNG producers, new LNG production volumes should become available in the 2016-2018 timeframe from projects in Australia, Malaysia, Cameroon and the United States. Of these countries, Australia and the United States are set to experience significant production growth and are expected to be in the top three global LNG exporters (along with Qatar) by 2020. Very large gas discoveries offshore East Africa and in Canada may drive significant future LNG exports from these regions.

In 2016, we expect projects coming onstream will have approximately 40 mtpa of new liquefaction nameplate capacity (annualized) in both Australia and the U.S. In Australia, Australia Pacific Train 1 (4.5 mtpa) and Gladstone LNG (7.7 mtpa) have shipped their first cargoes in recent weeks and are expected to ramp up production to full capacity through 2016. Other Australian projects due to start up in 2016 include Gorgon (15.6 mtpa) and Australia Pacific Train 2 (4.5 mtpa), with Wheatstone (8.9 mtpa) and Prelude (3.6 mtpa) following in 2017. The infrastructure for these projects has now largely been built and the majority of the volumes for these projects have already been sold.

Sabine Pass, one of five U.S. projects under construction, is expected to export its first cargo later in 2016. When construction is completed, Sabine Pass will have a total export capacity of 22.5 mtpa and will be the first U.S. project outside of Alaska to export LNG into the global market. This is a welcome development for the LNG shipping sector as it creates new suppliers, new customers and new trade routes. The majority of U.S. volumes have already been contracted. Export of LNG into the Asian and European markets should be positive for tonne mile demand. The U.S.

Gulf Coast to Asia voyage is approximately 9,000 nautical miles through the Panama Canal (which is not yet open to large LNG carriers). The same voyage around Cape Horn is approximately 13,000 nautical miles. From the U.S. Gulf Coast to northwest Europe, the distance is approximately 5,000 nautical miles. In 2014 and 2015, the average global LNG voyage was approximately 4,000 nautical miles, and thus any voyage in excess of this distance will increase the global average distance and the need for LNG carriers.

Angola LNG (5.2 mtpa), which has been shut down for over a year for refurbishment and enhancements, is also due to restart in 2016. The seven vessels that were chartered to Angola LNG have been operating in the spot market while the plant has been closed, and are expected to be put back into service for the project in 2016.

With the expected projects coming onstream, encouraging levels of tendering activity for vessels to transport increased LNG volumes is being noted. We continue to see a future shortfall of vessels that will be required for the Australian and U.S. projects that have taken final investment decision and are currently under construction.

LNG Demand

In 2015, Egypt, Jordan, Pakistan and Poland all imported their first LNG cargoes. In 2016, Colombia, Ghana, Malta and Uruguay are all expected to commence LNG imports. This encouraging increase in the number of importers and therefore LNG trade routes is being driven by low LNG prices, availability of supply and the fast and flexible import solution that floating storage and regasification units provide.

LNG Chartering Activity

The significant fall in oil prices since 2014 has led to substantial declines in the price of LNG and a lack of pricing differential between the Eastern and Western hemispheres. These factors, among others, have in turn led to a significant shortening of the average duration of spot charters fixed during 2015, as well as a significant decline in average rates for new spot and shorter-term LNG charters commencing promptly. In addition, some production companies have announced delays or cancellations of certain previously announced (but early stage) LNG projects, which, unless offset by new projects coming on stream, could adversely affect demand for LNG charters over the next few years, while the amount of tonnage available for charter is expected to increase.

Approximately 247 charters of LNG vessels were fixed in 2015, compared with 218 in 2014. This significant increase in chartering activity is a positive sign for the developing LNG shipping market. Our ability to participate in any future market growth will depend on our ability to access the equity and debt markets.

Global LNG Fleet

As of December 31, 2015, the global fleet of dedicated LNG carriers stood at 427 ships. In 2015, 27 LNG carriers were delivered, and 17 orders were placed. This high level of ordering was driven in part by the significant developments in plans for new liquefaction projects, particularly in the United States.

We believe that the development of new LNG supply projects and growing global demand for natural gas should support the existing order backlog for vessels and should also drive a need for more LNG carriers in the future. In addition, LNG project developers are typically large multinational oil and gas companies that have high standards for safety and reliability and a preference for modern LNG carriers with fuel-efficient ship design and propulsion, which should support our ability to obtain new charters over new or less experienced operators. However, various factors, including changes in prices and demand for LNG can materially affect the competitive dynamics that currently exist.

The statements in this “Trend Information” section are forward-looking statements based on management’s current expectations and certain material assumptions and, accordingly, involve risk

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.

E. Off-Balance Sheet Arrangements

As of December 31, 2015, 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, 2015 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 ⁽¹⁾	\$ 2,407,774	\$ 645,194	\$ 769,678	\$ 703,022	\$ 289,880
Interest on borrowing obligations and swaps ⁽²⁾	250,620	78,276	113,860	50,463	8,021
Loan arrangement fees and commitments	8,872	4,722	4,086	64	—
Shipbuilding contracts	1,451,103	720,753	566,750	163,600	—
Operating lease obligations	6,435	1,804	2,614	1,239	778
Purchase of depot spares ⁽³⁾	7,340	—	—	5,340	2,000
Reimbursement expenses ⁽⁴⁾	3,801	—	—	3,801	—
Total	\$ 4,135,945	\$ 1,450,749	\$ 1,456,988	\$ 927,529	\$ 300,679

⁽¹⁾ The table does not include obligations under the loan agreement we entered into on October 16, 2015 with 14 international banks, for \$1,311.36 million. The loan agreement provides for four tranches of \$412.46 million, \$201.09 million, \$206.12 million and \$491.69 million. The facility will be 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.

⁽²⁾ Our interest commitment on long-term debt is calculated based on an assumed average applicable interest rate ranging from 2.46% to 5.10%, which takes into account average LIBOR of 0.55%, and the applicable margin spreads in our various debt agreements and our fixed-rate interest rate swaps associated with each debt.

⁽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 \$0.66 million have been acquired as of December 31, 2015. The remaining spares should be acquired before the end of the initial term of the charter party agreements.

⁽⁴⁾ Following execution of a letter agreement between GasLog and MSL, GasLog will reimburse MSL the sum of \$2.65 million for value as of November 1, 2015, adjusted for future value through January 2020 up to \$3.80 million, allowing for the future use of the reimbursement amount against the funding of specific MSL projects, such as costs associated with change orders on LNG newbuildings and or modifications of existing vessels as agreed between the parties. As of December 31, 2015, the outstanding commitment was \$2.67 million.

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 Gildo Pastor Center, 7 Rue du Gabian, MC 98000, Monaco. Our telephone number at that address is +377 97 97 51 15. 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: Paul J. Collins, William M. Friedrich, Dennis M. Houston, Donald J. Kintzer and Anthony S. Papadimitriou. Officers are elected from time to time by vote of our board of directors and hold office until a successor is elected.

Name	Age	Position
Peter G. Livanos	57	Chairman and Director
Paul A. Wogan	53	Chief Executive Officer and Director
Bruce L. Blythe	71	Director
Paul J. Collins	79	Director
William M. Friedrich	67	Director
Dennis M. Houston	64	Director
Donald J. Kintzer	68	Director
Julian R. Metherell	52	Director
Anthony S. Papadimitriou	60	Director
Philip Radziwill	35	Director
Simon P. Crowe	48	Chief Financial Officer
Graham Westgarth	61	Chief Operating Officer

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 and from July 2014 to December 2015 he served as Chairman. Mr. Livanos is a graduate of Columbia University. He is the first cousin of Philip Radziwill, a member of our board of directors.

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 Clarksons 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 (Bermuda) 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 20 years, having served as an advisor to the Livanos family since 1994. For over 30 years, Mr. Blythe has 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, as well as Drylog Ltd. Mr. Blythe holds an M.B.A. in finance and transportation and a B.A. in business administration from Pennsylvania State University.

Paul J. Collins has been a member of our board of directors since October 2011. Mr. Collins retired as Vice Chairman and member of the Management Committee of Citigroup Inc. in September 2000. From 1985 to 1998, Mr. Collins served as a director of Citicorp and its principal subsidiary Citibank; from 1988 to 1998 he served as vice chairman of those entities. Mr. Collins currently serves as a trustee of the University of Wisconsin Foundation. He is also a member of the Advisory Board of Welsh, Carson, Anderson & Stowe, a private equity firm. He was previously a director of Kimberly-Clark Corporation, Nokia Corporation, BG Group and Enstar Group and a member of the Supervisory Board of Actis Capital LLP. Mr. Collins is a graduate of the University of Wisconsin and holds an M.B.A. from the Harvard Business School.

William M. Friedrich has been a member of our board of directors since October 2011 and currently serves as our senior independent director. From 1995 until his retirement in 2008, Mr. Friedrich was employed at BG Group. Mr. Friedrich held several senior executive positions during his 14 year tenure at BG Group, including serving as executive director and deputy chief executive from 2000 until 2008, with primary responsibility for BG Group's overall strategy function as well as oversight of the company's business development activities and various company-wide organizational and human resource matters. Between 2000 and 2005, his position at BG Group also included the role of General Counsel. Prior to joining BG Group, Mr. Friedrich was a partner at Shearman & Sterling LLP. He holds a J.D. from Columbia Law School and a B.A. from Union College.

Dennis M. Houston has been a member of our board of directors since June 2013. 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 PBF Energy Inc., Argus Media Limited L.L.C. and ABS Group and is an active member of several other energy related organizations. 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. From 2005 to 2008, he was the leader (managing partner) of PwC's West Region (U.S.) Advisory practice and a member of PwC's national (U.S.) leadership team. 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 and Los Alamos 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 managing partner of the law firm A.S. Papadimitriou and Partners, a position he has held since 1990. 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 also serves as a director of Global Finance S.A., a Greek investment firm. Mr. Papadimitriou is a graduate of the Athens University Law School and holds a postgraduate degree in maritime and transport law from the University 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.

Philip Radziwill has been a member of our board of directors since October 2011. Mr. Radziwill also serves as an advisor of SCP Clover Maritime, a company that manages assets and investments of the Radziwill family, including the family's investment in the Company. From 2006 to 2009, Mr. Radziwill was employed in the equity group at Moore Capital Management LLC, a private investment management firm based in New York, where he focused on a long/short equity strategy within the energy industry. Prior to joining Moore Capital Management, Mr. Radziwill was employed as an investment banker at Goldman, Sachs & Co. within the Industrial & Natural Resources group. Mr. Radziwill is a graduate of Brown University. He is the first cousin of Peter G. Livanos, our Chairman.

Simon P. Crowe has served as our chief financial officer ("CFO") since April 2013. He has also served as CFO of our subsidiary GasLog Partners since its inception. From 2009 until 2012, Mr. Crowe was chief financial officer of Subsea 7, an engineering, construction and services contractor to the offshore energy industry. Subsea 7 is a global business, listed on the Norwegian Stock Exchange that employs 12,000 people and operates in over 15 countries. Prior to 2009, Mr. Crowe worked for Transocean Ltd., the world's largest offshore drilling contractor, most recently as vice president, strategy and planning, and prior to that as Finance Director for Transocean Ltd.'s Europe and Africa operations. Mr. Crowe is a member of the Chartered Institute of Management Accountants. Mr. Crowe holds a degree in physics from the University of Liverpool.

Graham Westgarth has served as our chief operating officer ("COO") since June 2013. He previously served as our Executive Vice President, Operations and Strategy, from January 2013 until June 2013. He has also served as COO of our subsidiary GasLog Partners since its inception. 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. He is an ex-Master Mariner and graduate of the Columbia University Senior Executive Development Program.

Board Leadership Structure

Our board leadership structure consists of our Chairman, the 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 at this time the separation of such roles is appropriate and beneficial to shareholders.

William M. Friedrich, 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 \$120,000;
- an additional annual fee of \$20,000 to the senior independent director;
- additional annual fees of \$100,000 to the Chairman of the board, \$50,000 to the chairman of the audit and risk committee and \$20,000 to the chairmen of the compensation committee, corporate governance and nominating committee and HSSE committee;
- additional annual fees of \$25,000 to each member of the audit and risk committee and \$10,000 to each member of the compensation committee, corporate governance and nominating committee and HSSE committee (in each case other than the chairmen of such committees); and
- additional annual fees of \$20,000 to each board member who also serves as a board member of GasLog Partners (in lieu of direct compensation from GasLog Partners for such service).

The aggregate annual fees paid to non-executive directors in 2015 was \$2.44 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 2015, our executive officers were Paul Wogan, Simon Crowe and Graham Westgarth. Compensation for our executive officers in 2015 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 factor 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 2015, the Company performance objectives were measured against three equally-weighted key business indicators: Free Cash Flow per Share, Absolute Return on Invested Capital and three-year rolling average Relative Total Shareholder Return. In addition, Company performance is evaluated against a safety factor based on Personal Safety, Significant Incidents and Leading Indicators, in which a failure to meet the safety target may result in a reduction of the Company performance payout factor. Under the individual and Company performance objectives, stretch goals are established, which, if met, can result in a payout of up to 120.0% of the individual's target payout. The Company discretionary component may not increase an individual's payment to more than 200.0% of his or her target payout. The amounts paid to our executive officers in 2015 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, 2015 was \$3.69 million.

In addition, each of our executive officers was eligible to receive equity-based compensation awards in accordance with the 2013 Omnibus Incentive Compensation Plan, or the “Plan”. On April 1, 2015, we granted our executive officers an aggregate of 305,859 stock options and 88,492 restricted stock units under the Plan, with an aggregate fair value as of the grant date of \$3.45 million. The stock options have an exercise price per share of \$19.48 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. The stock options and the restricted stock units may be settled in cash or common shares, or a combination thereof, at our discretion.

We generally determine during the February 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, 2015 to provide pension, retirement or similar benefits to our directors or executive officers.

C. Board Practices

Our board of directors consists of ten 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 majority of the board of directors consist of independent directors, (ii) the requirement that the nominating committee be composed entirely of independent directors and have a written charter addressing the committee’s purpose and responsibilities, (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 nominating and corporate governance and compensation committees. Five of our ten directors qualify as independent. We have one or more non-independent directors serving as committee members on our compensation committee and our corporate governance and nominating 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.

Committees of the Board of Directors

Audit and Risk Committee

Our audit and risk committee consists of Messrs. Collins, Friedrich, Houston and Kintzer with Mr. Kintzer serving as the committee chairman. Mr. Collins served as the committee chairman from November 2011 until March 2015. 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. Collins 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 departments 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 department 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, Collins, Metherell and Radziwill, with Mr. Metherell 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.

Corporate Governance and Nominating Committee

Our corporate governance and nominating committee consists of Messrs. Blythe, Friedrich, Livanos and Papadimitriou, with Mr. Friedrich serving as the committee chairman. The corporate governance and nominating committee is responsible for:

- identifying and recommending candidates, consistent with criteria approved by the full board of directors, for nomination to be elected by shareholders at annual meetings and for approval of the board of directors to fill board vacancies as and when they arise between annual meetings, as well as putting in place short- and long-term succession plans for senior management and the CEO direct reports;
- developing and recommending to the full board of directors corporate governance guidelines applicable to the Company and keeping such guidelines under review;
- overseeing self-evaluations conducted by the board of directors and its committees and overseeing evaluations of senior management; and
- handling such other matters that are specifically delegated to the corporate governance and nominating committee by the board of directors from time to time.

Health, Safety, Security and Environmental Committee

Our health, safety, security and environmental, or “HSSE”, committee consists of Messrs. Houston, Livanos and Wogan, with Mr. Houston serving as the committee chairman. The HSSE committee is responsible for:

- overseeing the Company’s top-level HSSE policies (including those relating to operational risks);
- reviewing the Company’s HSSE policies (including those relating to operational risks) on an annual basis and recommending changes to such policies to the Company’s management team;
- based on reports from management, evaluating the effectiveness of the Company’s systems to achieve the established HSSE policies;
- receiving reports from management relating to any serious accidents or fatalities and reviewing recommended actions to be taken by management in connection therewith;
- overseeing whether the Company’s HSSE policies take appropriate account of internal and external developments and expectations;
- evaluating and overseeing the quality of reporting systems required by third parties on HSSE related matters; and
- assessing the systems within the Company for ensuring compliance with HSSE related laws, regulations and policies.

Senior Independent Director

Mr. Friedrich, 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 the corporate governance and nominating committee when considering succession to the role of the Chairman of the board;
- chairing meetings of our independent directors;

- 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 Monaco S.A.M., Gildo Pastor Center, 7 Rue du Gabian, MC 98000, Monaco.

D. Employees

As of December 31, 2015, we had 161 full-time employees and contractors, based in our offices in Greece, Monaco, London, New York, Singapore or the newbuildings site in South Korea. In addition to our shore-based employees and contractors, we had approximately 1,214 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 short-term employment contracts. As we take delivery of our newbuildings, we expect to retain a significant number of additional seafarers qualified to man and operate our new ships, as well as additional shore-based personnel. We intend to focus our seafaring hiring efforts in the Ukrainian, Philippine and Spanish markets, 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. We regard attracting and retaining motivated, well-qualified seagoing and shore-based personnel as a top priority, and we offer our people competitive compensation packages. In addition, we provide intensive onboard training for our officers and crew to instill a culture of the highest operational and safety standards. As a result, we have historically enjoyed high retention rates. In 2015, our retention rate was 96.0% for senior seagoing officers, 98.0% for other officers and 96.0% 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 has been increasing as the global fleet of LNG carriers 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 us. However, we expect that the impact of cost increases would be mitigated to some extent by certain provisions in our time charters, including automatic periodic adjustment provisions 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 and Preference Shares as of March 11, 2016 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 an aggregate of 80,496,499 common shares and 4,600,000 Preference Shares outstanding as of March 11, 2016. 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		Preference Shares Beneficially Owned	
	Number	Percent	Number	Percent
<i>Directors and officers</i>				
Peter G. Livanos ⁽¹⁾	32,731,818	40.66%	—	—
Paul A. Wogan	*	*	—	—
Bruce L. Blythe	*	*	—	—
Paul J. Collins	*	*	—	—
William M. Friedrich	*	*	*	*
Dennis M. Houston	*	*	—	—
Donald J. Kintzer	*	*	*	*
Julian R. Metherell	*	*	—	—
Anthony S. Papadimitriou	*	*	—	—
Philip Radziwill	—	—	—	—
Simon P. Crowe	*	*	—	—
Graham Westgarth	*	*	—	—
All directors and officers as a group	33,082,073	41.10%	*	*
<i>Other 5.0% beneficial owners</i>				
Alexander S. Onassis Foundation ⁽²⁾	6,987,004	8.68%	—	—
Fairview Capital Investment Management, LLC ⁽³⁾	5,519,705	6.86%	—	—

⁽¹⁾ By virtue of common shares held (a) directly, (b) indirectly through Blenheim Holdings Ltd., or “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, and 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.

⁽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.

⁽³⁾ Based on information contained in the Schedule 13G filed with the SEC on February 11, 2016, Fairview Capital Investment Management, LLC has shared voting and dispositive power over 5,519,705 common shares with Fairview Capital, Andrew F. Mathieson, Scott W. Clark, and Darlington Partners L.P.

* 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 March 4, 2016, we had approximately 13,493 shareholders.

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 or, (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.

B. Related Party Transactions

Relationship with GasLog Partners

GasLog Partners was formed by us in January 2014 to own, operate and acquire 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 11, 2016, had a fleet of eight LNG carriers. As of March 11, 2016, we hold a 32.90% 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, subordinated units, incentive distribution rights and general partner interests. Under the Partnership Agreement, during the subordination period, the holders of the common units will have the right to receive distributions of available cash from operating surplus in an amount equal to the minimum quarterly distribution of \$0.375 per unit per quarter, plus any arrearages in the payment of minimum quarterly distribution on the common units from prior quarters, before any distributions of available cash from operating surplus may be made on the subordinated units.

The amount of the minimum quarterly distribution is \$0.375 per unit or \$1.50 per unit on an annualized basis and is made in the following manner, during the subordination period:

- first, 98.0% to the common unitholders, pro rata, and 2.0% to the general partner until each common unit has received a minimum quarterly distribution of \$0.375;
- second, 98.0% to the common unitholders, pro rata, and 2.0% to the general partner, until each common unit has received an amount equal to any arrearages in payment of the minimum quarterly distribution on the common units for prior quarters during the subordination period; and
- third, 98.0% to the holders of subordinated units, pro rata, and 2.0% to the general partner until each subordinated unit has received a minimum quarterly distribution of \$0.375.

We currently hold all of the incentive distribution rights in GasLog Partners. Incentive distribution rights represent the right to receive an increasing percentage of quarterly distributions of

available cash from operating surplus after the minimum quarterly distribution and the target distribution levels have been achieved.

If for any quarter:

- GasLog Partners has distributed available cash from operating surplus to the common and subordinated unitholders in an amount equal to the minimum quarterly distribution; and
- GasLog Partners has distributed available cash from operating surplus on outstanding common units in an amount necessary to eliminate any cumulative arrearages in payment of the minimum quarterly distribution;

then, GasLog Partners will distribute any additional available cash from operating surplus for that quarter among the unitholders and the general partner in the following manner:

- first, 98.0% to all unitholders, pro rata, and 2.0% to the general partner, until each unitholder receives a total of \$0.43125 per unit for that quarter;
- second, 85.0% to all unitholders, pro rata, 2.0% to the general partner and 13.0% to the holders of the incentive distribution rights, pro rata, until each unitholder receives a total of \$0.46875 per unit for that quarter;
- third, 75.0% to all unitholders, pro rata, 2.0% to the general partner and 23.0% to the holders of the incentive distribution rights, pro rata, until each unitholder receives a total of \$0.5625 per unit for that quarter; and
- thereafter, 50.0% to all unitholders, pro rata, 2.0% to the general partner and 48.0% to the holders of the incentive distribution rights, pro rata.

In each case, the amount of the target distribution set forth above is exclusive of any distributions to common unitholders to eliminate any cumulative arrearages in payment of the minimum quarterly distribution. 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 \$19.12 million in 2015.

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. 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”. In the event that we acquire, operate or put under charter a Five-Year Vessel, then we will be required, within 30 calendar days after the consummation of the acquisition or the commencement of the operations or charter, to notify GasLog Partners and offer it the opportunity to purchase such Five-Year Vessel at fair market value. 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 at the time that is the later of the date of the change of control and the date on which all of our outstanding subordinated units have converted to common units. 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, GasLog Partners has the option to purchase from us: (i) the *Solaris* and Hull Nos. 2072, 2073, 2102 and 2103 within 36 months after we notify the Partnership's board of directors of the vessel's acceptance by her charterer, (ii) the *GasLog Seattle* and the *Methane Lydon Volney* within 36 months after the closing of our IPO on May 12, 2014 and (iii) as provided for under the addendum to the omnibus agreement dated April 21, 2015 among GasLog, GasLog Partners, the general partner and GasLog Partners Holdings LLC, the *Methane Becki Anne* and the right to acquire GAS-twenty six Ltd. with its long-term bareboat charter of (and right to acquire) the *Methane Julia Louise* (which is subject to a multi-year charter to MSL) within 36 months after the completion of their acquisition by GasLog on March 31, 2015. In addition, on April 21, 2015, we signed an agreement with MSL to acquire its newbuildings Hull Nos. 2130, 2800 and 2131 to be chartered to MSL upon deliveries in 2018 and 2019 respectively, for average initial terms of approximately 9.5 years. Within 30 days of the commencement of each charter, we will be required to offer GasLog Partners an opportunity to purchase each 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

at the time that is the later of the date of the change of control and the date on which all of GasLog Partners' outstanding subordinated units have converted to common units. 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 and members of the Radziwill family), 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 BG Group. 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, 2015 to December 31, 2015, we received a total of approximately \$0.61 million in revenues from Egypt LNG in respect of our vessel management services. On October 29, 2015, Egypt LNG and BG Group mutually agreed to lay up the *Methane Nile Eagle* for a period of approximately one year. The charterer continues to pay charter hire costs adjusted for net savings in operating expenses and insurance as a result of the vessel being laid up.

Shipbuilding Commissions

Pursuant to commission agreements with Samsung, commissions due from the shipyard in relation to the *GasLog Shanghai*, the *GasLog Santiago*, the *GasLog Sydney*, the *GasLog Skagen*, the *GasLog Seattle*, the *Solaris*, the *GasLog Saratoga* and the *GasLog Salem*, such commissions were paid by Samsung to DryLog Investments Ltd., an affiliate of Ceres Shipping. Upon receipt of the commissions, DryLog Investments Ltd. forwarded the payments to our ship-owning subsidiaries, after deducting handling fees for each payment. In the aggregate, these handling fees amounted to less than \$100,000 for the aforementioned vessels.

Unisea Maritime Ltd. Consulting Services Agreement

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 recently concluded 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%.

Other Transactions

For a description of additional related party transactions, see Note 19 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 and personal injury claims. 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, 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 rate for the Preference Shares is 8.50% per annum per \$25.00 of liquidation preference per share (equal to \$2.125 per annum per share). The dividend rates are not subject to adjustment. We paid dividends to holders of our Preference Shares of \$0.510417 per share on July 1, 2015 and \$0.546875 per share on October 1, 2015 and January 1, 2016. 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 of \$0.11 per share on March 25, 2013, June 11, 2013 and September 13, 2013, \$0.12 per share on December 9, 2013, March 25, 2014, June 11, 2014 and

September 8, 2014, and \$0.14 per share on December 5, 2014, March 13, 2015, August 20 and November 19, 2015.

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, 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 2011, 2012, 2013, 2014 and 2015.

	Year ended December 31,					Total
	2011	2012	2013	2014	2015	
	(Expressed in millions of U.S. dollars)					
Common share dividend declared	\$ 8.50	\$ 6.91	\$ 28.29	\$ 39.84	\$ 45.08	\$ 128.62
Preference share dividend declared	—	—	—	—	\$ 7.38	\$ 7.38

B. Significant Changes

See “Item 18. Financial Statements—Note 28. Subsequent Events” below.

ITEM 9. THE OFFER AND LISTING

Trading on the New York Stock Exchange

Since our IPO in the United States in 2012, our common shares have been listed on the NYSE under the symbol “GLOG”. The following table shows the high and low closing sales prices for our common shares during the indicated periods.

	Price Range	
	High	Low
Year ended December 31, 2012 (March 30, 2012 to December 31, 2012)	\$ 12.54	\$ 8.95
Year ended December 31, 2013	17.41	11.93
Year ended December 31, 2014	31.89	15.95
Year ended December 31, 2015	23.41	7.46
First Quarter 2014	24.30	16.24
Second Quarter 2014	31.89	22.78
Third Quarter 2014	31.54	22.01
Fourth Quarter 2014	21.98	15.95
First Quarter 2015	20.53	16.64
Second Quarter 2015	23.41	19.18
Third Quarter 2015	19.16	9.02
Fourth Quarter 2015	12.75	7.46
First Quarter 2016 (January 1, 2016 to March 11, 2016)	11.71	5.78
September 2015	13.56	9.02
October 2015	11.89	9.66
November 2015	12.75	11.35
December 2015	11.45	7.46
January 2016	8.77	5.78
February 2016	9.50	6.35
March 2016 (March 1, 2016 to March 11, 2016)	11.71	9.57

Our Preference Shares have been trading on the New York Stock Exchange under the symbol “GLOG PR A” since March 31, 2015. The following table shows the high and low closing sales prices for our Preference Shares during the indicated periods.

	Price Range	
	High	Low
2015 (March 31, 2015 to December 31, 2015)	\$ 26.10	\$ 18.38
Second Quarter 2015	25.99	25.15
Third Quarter 2015	26.10	22.04
Fourth Quarter 2015	24.87	18.38
First Quarter 2016 (January 1, 2016 to March 11, 2016)	22.70	13.75
September 2015	25.60	22.04
October 2015	24.59	23.20
November 2015	24.87	22.00
December 2015	23.84	18.38
January 2016	20.44	13.75
February 2016	20.64	16.82
March 2016 (March 1, 2016 to March 11, 2016)	22.70	21.20

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, 2015, the share capital consisted of 80,496,499 issued and outstanding common shares, par value \$0.01 per share, 496,627 treasury shares and 4,600,000 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 ten 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. Bermuda law requires that our directors be individuals, but 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.

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, for the two years immediately preceding the date of this annual report. 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) Facility Agreement dated December 23, 2011, relating to a \$435,000,000 loan facility among GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd. as borrowers, DnB Bank ASA, Commonwealth Bank of Australia, Danish Ship Finance A/S, ING Bank N.V. and Skandinaviska Enskilda Banken AB (publ) as mandated lead arrangers, the financial institutions listed in Schedule 1 thereto as lenders, the financial institutions listed in Schedule 1 thereto as hedging providers and DnB Bank ASA as bookrunner, agent and security agent; please see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities”.
- (c) Master Time Charter Party among GAS-one Ltd., GAS-two Ltd., GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-six Ltd. and Methane Services Limited, dated May 9, 2011; please see “Item 4. Information on the Company—B. Business Overview—Ship Time Charters”.
- (d) 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”.
- (e) 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”.
- (f) 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”.

- (g) 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”.
- (h) Facility Agreement for up to \$450,000,000 Loan Facility dated November 12, 2014 among GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-sixteen Ltd. and GAS-seventeen Ltd. as borrowers, Citibank, N.A., London Branch, Nordea Bank Finland Plc, London Branch, DVB Bank America N.V., ABN Amro Bank N.V., Skandinaviska Enskilda Banken AB (Publ) and BNP Paribas, as mandated lead arrangers, the financial institutions listed in Schedule 1 thereto as lenders, Citibank, N.A., London Branch as bookrunner and security agent, and Citibank International Limited as agent and security trustee; please see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities”.
- (i) Corporate Guarantee between GasLog Partners LP and Citibank, N.A., London Branch, dated November 12, 2014; please see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities”.
- (j) 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”.
- (k) 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”.
- (l) Junior Facility Agreement dated February 18, 2016, relating to a \$180,000,000 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, 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”.
- (m) Form of Corporate Guarantee between GasLog Ltd. and DNB Bank ASA, London Branch (provided in respect of the Junior Facility Agreement and the Senior Facility Agreement, each dated February 18, 2016); please see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities”.
- (n) Form of Corporate Guarantee between GasLog Partners LP and DNB Bank ASA, London Branch, (provided in respect of the Junior Facility Agreement and the Senior Facility

Agreement, each dated February 18, 2016); 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 cannot assure you 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.

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 would impose on us a 4% U.S. 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. 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 are currently not entitled to this exemption under Section 883 for any tax year. As a result, we are subject to the 4% U.S. Federal income tax under Section 887 on our U.S. source gross transportation income (subject to the discussion of “effectively connected income” below). For 2015, the accrued U.S. source gross transportation tax was \$0.01 million.

Because we are unable to qualify for the exemption under Section 883, 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 rates of up to 35% (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 rates of up to 35% (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. 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.

Taxation of United States Holders

You are a “U.S. holder” if you are a beneficial owner of our common shares or Preference Shares and you are a U.S. citizen or resident, a U.S. corporation (or other U.S. entity taxable as a corporation), an estate the income of which is subject to U.S. Federal income taxation regardless of its source, or a trust if (i) 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 (ii) 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.

Because we are not a U.S. corporation, if you are a U.S. corporation (or a U.S. entity taxable as a corporation), you 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 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 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 taxyear, 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. 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. 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 recently 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 chartering activities and assets engaged in generating such income should not be treated as passive income or assets, respectively, and (ii) for the tax year during which our initial public offering occurred and each tax year thereafter, we should not be a PFIC. 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 cannot assure you 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.

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 “Taxation of United States 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. 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. 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 taxyear 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 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. 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. 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 and backup withholding tax 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 refund of any amounts withheld under backup withholding rules that exceed your income tax liability by accurately completing and timely filing a refund claim with the IRS.

Tax Return Disclosure

U.S. individuals that hold certain specified foreign financial assets (which include shares in a foreign corporation) 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. You are encouraged to consult your own tax advisors concerning the filing of IRS Form 9938.

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 inspect and copy our public filings without charge at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information about the public reference room. 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 interest rate swaps 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 24 to our audited consolidated financial statements included elsewhere in this report. Further information on our exposure to market risk is included in Note 22 to our audited consolidated financial statements included elsewhere in this report.

The following analyses provide quantitative information regarding our exposure to market risks.

Interest Rate Risk

We are subject to market risks relating to changes in interest rates because we, through our subsidiaries, have floating rate debt outstanding. Significant increases in interest rates could adversely affect our operating margins, results of operations and our ability to service our debt. From time to time, we have used interest rate swaps to reduce our exposure to market risk from changes in interest rates. The principal objective of these contracts is to minimize economic risks and costs associated with our floating rate debt and not for speculative or trading purposes. We expect to continue to use interest rate swaps in the future as we deem appropriate to manage our exposure to interest rate risk.

The aggregate principal amount of our outstanding floating rate debt as of December 31, 2015 was \$1.39 billion. As an indication of the extent of our sensitivity to interest rate changes, an increase in LIBOR by 10 basis points would have decreased our profit during the years ended December 31, 2015 and 2014 by approximately 2.46% or \$1.32 million and 1.34% or \$0.68 million, respectively, based upon our debt level during such years.

We expect our sensitivity to interest rate changes to increase in the future as a result of increased future borrowings under our current and future loan agreements. Borrowings under these floating rate debt facilities will be used to finance a portion of the contract prices of our newbuildings on order.

Interest Rate Swaps

The principal terms of the interest rate swaps are disclosed in Note 24 to our consolidated financial statements included elsewhere in this annual report. As of December 31, 2015 and 2014, the notional amount of the swaps designated as cash flow hedging instruments was \$389.57 million and \$476.15 million, respectively, and the notional amount of the swaps held for trading was \$516.81 million and \$491.43 million, respectively.

Under these swap transactions, the bank counterparty effects quarterly floating-rate payments to the Company for the relevant amount based on the three-month U.S. dollar LIBOR, and the Company effects quarterly payments to the bank on the relevant amount at the respective fixed rates.

Foreign Currency Exchange Risk

We generate all of our revenue in U.S. dollars, and the majority of our expenses, including debt repayment obligations under our credit facilities and a portion of our administrative expenses, are denominated in U.S. dollars. However, a portion of the ship operating expenses, primarily crew wages of officers, and a large portion of our administrative expenses are denominated in euros. As of December 31, 2015 and 2014, approximately \$17.45 million and \$13.55 million, respectively, of our outstanding liabilities were denominated in euros.

Depreciation in the value of the U.S. dollar relative to the euro will increase the U.S. dollar cost of us paying expenses denominated in euros. Accordingly, there is a risk that currency fluctuations will have a negative effect on our cash flows. As an indication of the extent of our sensitivity to changes in exchange rate, a 10.0% increase in the average euro/dollar exchange rate would have decreased our profit and cash flows during the years ended December 31, 2015 and 2014 by approximately \$7.81 million and \$6.89 million, respectively, based upon our expenses during such years. We do not currently hedge movements in currency exchange rates, but our management monitors exchange rate fluctuations on a continuous basis. We may seek to hedge this currency fluctuation risk in the future. We expect our exposure to movements in currency exchange rates to increase in the future as our fleet increases.

Inflation and Cost Increases

We do not expect inflation to have a significant impact on us in the current economic environment and foreseeable future, other than potentially in relation to crew costs. LNG transportation is a specialized area and the number of LNG carriers has increased rapidly in recent years. As a result, there has been an increased demand for qualified crews, which has and will continue to put inflationary pressure on crew costs. The impact of cost increases would be mitigated to some extent by certain provisions in our time charters, including review provisions and cost pass-through provisions.

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

None.

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, 2015. 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, 2015.

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, 2015.

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, 2015 has been audited by Deloitte LLP, an independent registered public accounting firm, as stated in their report which appears below.

To the Board of Directors and Shareholders of GasLog Ltd.

Hamilton, Bermuda

We have audited the internal control over financial reporting of GasLog Ltd. and subsidiaries (the “Group”) as of December 31, 2015, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Group’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 Group’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). 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.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel 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 the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud 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.

In our opinion, the Group maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended December 31, 2015 of the Group and our report dated March 14, 2016 expressed an unqualified opinion on those financial statements.

/s/ Deloitte LLP

London, United Kingdom

March 14, 2016

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

Paul J. Collins 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. Collins 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 Monaco S.A.M., Gildo Pastor Center, 7 Rue du Gabian, MC 98000, Monaco. No waivers of the Code of Business Conduct and Ethics have been granted to any person during the fiscal year ended December 31, 2015.

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, 2014 and December 31, 2015.

The chart below sets forth the total amount billed and accrued for Deloitte LLP for services performed in 2014 and 2015 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.

	2014	2015
	(Expressed in millions of U.S. Dollars)	
Audit fees	\$ 1.86	\$ 2.31
Tax fees	—	0.01
Total fees	\$ 1.86	\$ 2.32

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 2014 are fees of \$0.32 million, related to the Partnership’s IPO completed in May 2014 and the fees of \$0.15 million related to the Partnership’s follow-on offering completed in September 2014. Included in the audit fees for 2015 are fees of \$0.09 million related to our public offering of 4,600,000 Preference Shares completed in April 2015 and \$0.17 million to the Partnership’s follow-on offering completed in June 2015.

Tax Fees

Tax fees relate to services provided in connection with U.S. corporate tax filings and tax advisory services.

Audit-Related Fees

No audit-related fees were billed by our principal accountant in 2014 and 2015.

All Other Fees

No other fees were billed by our principal accountant in 2014 and 2015.

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

Set forth below are all purchases of our common shares by us and our affiliated purchasers for the period ended December 31, 2015.

Period	Total Number of Shares Purchased	Average Price Paid per Share (\$)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
September 2015 ⁽¹⁾	119,984	14.95	—	—
December 2015 ⁽¹⁾	787,376	8.87	—	—
Total	907,360	9.67	—	—

⁽¹⁾ Entities controlled by Peter Livanos, for his own benefit and the benefit of his immediate family members, acquired these shares in open-market transactions. Mr. Livanos may be deemed to beneficially own these shares as a result of his control of these entities. These shares are reflected in Mr. Livanos' 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 New York Stock Exchange 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.

Independence of Directors

The NYSE rules do not require a listed company that is a foreign private issuer to have a board of directors that is comprised of a majority of independent directors. Under Bermuda law, we are not required to have a board of directors comprised of a majority of directors meeting the independence standards described in the NYSE rules. Accordingly, our board of directors is not required to be and is not comprised of a majority of independent directors. However, our board of directors has determined that half of our directors, specifically Paul J. Collins, William M. Friedrich, Dennis M. Houston, Donald J. Kintzer and Anthony S. Papadimitriou, satisfy the independence standards established by the NYSE as applicable to us.

Corporate Governance, Nominating and Compensation 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. As permitted under Bermuda law, we have one or more non-independent directors serving as committee members on our compensation committee and our corporate governance and nominating committee.

NYSE Rules 303A.02 and 303A.05 contain independence requirements for compensation committee directors and compensation committee advisers for U.S. listed companies, as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Bermuda law does not have similar requirements, therefore we may not adhere to these new requirements.

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-55 included herein by reference.

ITEM 19. EXHIBITS

Exhibit No.	Description
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⁾
4.1	Form of Registration Rights Agreement ⁽¹⁾
4.2	Facility Agreement dated December 23, 2011, relating to a \$435,000,000 loan facility among GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd. as borrowers, DnB Bank ASA, Commonwealth Bank of Australia, Danish Ship Finance A/S, ING Bank N.V. and Skandinaviska Enskilda Banken AB (publ) as mandated lead arrangers, the financial institutions listed in Schedule 1 thereto as lenders, the financial institutions listed in Schedule 1 thereto as hedging providers and DnB Bank ASA as bookrunner, agent and security agent ^{(1)*}
4.3	Master Time Charter Party among GAS-one Ltd., GAS-two Ltd., GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-six Ltd. and Methane Services Limited, dated May 9, 2011 ^{(1)*}
4.4	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⁾
4.5	Form of Indemnification Agreement for the Company's directors and certain officers
4.6	Form of Restrictive Covenant Agreement ⁽¹⁾
4.7	GasLog Ltd. 2013 Omnibus Incentive Compensation Plan ⁽³⁾
4.8	Facility Agreement for up to \$450,000,000 Loan Facility dated November 12, 2014 among GAS-three Ltd., GAS-four Ltd., GAS-five Ltd., GAS-sixteen Ltd. and GAS-seventeen Ltd. as borrowers, Citibank, N.A., London Branch, Nordea Bank Finland Plc, London Branch, DVB Bank America N.V., ABN Amro Bank N.V., Skandinaviska Enskilda Banken AB (Publ) and BNP Paribas, as mandated lead arrangers, the financial institutions listed in Schedule 1 thereto as lenders, Citibank, N.A., London Branch as bookrunner and security agent, and Citibank International Limited as agent and security trustee ^{(4)*}
4.9	Corporate Guarantee between GasLog Partners LP and Citibank, N.A., London Branch, dated November 12, 2014 ⁽⁴⁾

Exhibit No.	Description
4.10	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.
4.11	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.
4.12	Junior Facility Agreement dated February 18, 2016, relating to a \$180,000,000 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, as original lenders and DNB Bank ASA, London Branch as agent and security agent.
4.13	Form of Corporate Guarantee between GasLog Ltd. and DNB Bank ASA, London Branch (provided in respect of the Junior Facility Agreement and the Senior Facility Agreement, each dated February 18, 2016); please see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities”.
4.14	Form of Corporate Guarantee between GasLog Partners LP and DNB Bank ASA, London Branch (provided in respect of the Junior Facility Agreement and the Senior Facility Agreement, each dated February 18, 2016); please see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Credit Facilities”.
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 Simon Crowe, 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 Hadjipavlou, Sofianos & Cambanis S.A.
23.2	Consent of Deloitte LLP

⁽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 Partners LP's Annual Report on Form 20-F (File No. 001-36433), filed with the SEC on February 17, 2015, and hereby incorporated by reference to such Report.
- * Confidential material has been redacted and complete exhibits have been separately filed with the Securities and Exchange Commission.
- 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 WOGAN

Name: Paul Wogan

Title: Chief Executive Officer

Dated: March 14, 2016

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GASLOG LTD.
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of GasLog Ltd.

Hamilton, Bermuda

We have audited the accompanying consolidated statements of financial position of GasLog Ltd. and subsidiaries (the “Group”) as of December 31, 2014 and 2015, and the related consolidated statements of profit or loss, comprehensive income or loss, changes in equity, and cash flow for each of the two years in the period ended December 31, 2015. These financial statements are the responsibility of the Group’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of GasLog Ltd. and subsidiaries as of December 31, 2014 and 2015, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2015, in conformity with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”).

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Group’s internal control over financial reporting as of December 31, 2015, based on the criteria established in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 14, 2016 expressed an unqualified opinion on the Group’s internal control over financial reporting.

/s/ Deloitte LLP

London, United Kingdom

March 14, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of

GasLog Ltd.

Hamilton, Bermuda

We have audited the accompanying consolidated statement of profit or loss, comprehensive income or loss, changes in equity, and cash flow for the year ended December 31, 2013 of Gaslog Ltd. and its subsidiaries (the “Group”). These consolidated financial statements are the responsibility of the Group’s management. Our responsibility is to express an opinion on the consolidated financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Group is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group’s internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, the Group’s results of operations and cash flows for the year ended December 31, 2013, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

/s/ Deloitte Hadjipavlou, Sofianos & Cambanis S.A.

Athens, Greece

February 28, 2014

GasLog Ltd. and its Subsidiaries

Consolidated statements of financial position

As of December 31, 2014 and 2015

(All amounts expressed in thousands of U.S. Dollars)

	Note	December 31, 2014	December 31, 2015
Assets			
Non-current assets			
Goodwill	3	9,511	9,511
Investment in associate and joint venture	5	6,603	6,274
Deferred financing costs		6,120	17,998
Other non-current assets	9	5,785	28,957
Derivative financial instruments	24	1,174	61
Tangible fixed assets	6	2,809,517	3,400,270
Vessels under construction	6	142,776	178,405
Total non-current assets		2,981,486	3,641,476
Current assets			
Trade and other receivables	8	14,317	16,079
Dividends receivable and due from related parties	19	1,869	1,345
Inventories		4,953	6,496
Prepayments and other current assets		4,443	2,519
Short-term investments		28,103	6,000
Restricted cash	7	22,826	62,718
Cash and cash equivalents	7	211,974	302,988
Total current assets		288,485	398,145
Total assets		3,269,971	4,039,621
Equity and liabilities			
Equity			
Preferred stock	10	—	46
Share capital	10	810	810
Contributed surplus	10	923,470	1,020,292
Reserves	11	(12,002)	(8,829)
Treasury shares	10	(12,576)	(12,491)
Retained earnings		29,689	1,846
Equity attributable to owners of the Group	11	929,391	1,001,674
Non-controlling interest	4	323,646	506,246
Total equity		1,253,037	1,507,920
Current liabilities			
Trade accounts payable		9,668	12,391
Ship management creditors	7	1,285	3,524
Amounts due to related parties	19	181	163
Derivative financial instruments	24	16,149	14,243
Other payables and accruals	13	57,647	67,084
Borrowings, current portion	12	116,431	636,987
Total current liabilities		201,361	734,392
Non-current liabilities			
Derivative financial instruments	24	35,751	58,531
Borrowings, non-current portion	12	1,778,845	1,737,500
Other non-current liabilities		977	1,278
Total non-current liabilities		1,815,573	1,797,309
Total equity and liabilities		3,269,971	4,039,621

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, 2013, 2014 and 2015

(All amounts expressed in thousands of U.S. Dollars, except per share data)

	<u>Note</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Revenues		157,240	328,679	415,078
Vessel operating and supervision costs	14	(32,058)	(70,732)	(98,552)
Voyage expenses and commissions	15	(2,861)	(7,738)	(14,290)
Depreciation of fixed assets	6	(29,322)	(70,695)	(106,641)
General and administrative expenses	16	(21,598)	(34,154)	(41,282)
Profit from operations		71,401	145,360	154,313
Financial costs	17	(27,851)	(71,579)	(91,956)
Financial income	17	411	274	427
Gain/(loss) on swaps	24	11,498	(24,787)	(10,332)
Share of profit of associate and joint venture	5	1,470	1,497	1,216
Total other expenses, net		(14,472)	(94,595)	(100,645)
Profit for the year		56,929	50,765	53,668
Attributable to:				
Owners of the Group		56,929	42,161	10,829
Non-controlling interest		—	8,604	42,839
		56,929	50,765	53,668
Earnings per share—basic and diluted	27	0.91	0.54	0.04

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, 2013, 2014 and 2015
(All amounts expressed in thousands of U.S. Dollars)

	<u>Note</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Profit for the year		56,929	50,765	53,668
Other comprehensive income/(loss):				
Items that may not be reclassified subsequently to profit or loss:				
Actuarial gain/(loss)		62	(202)	26
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	24	4,773	(13,191)	(849)
Recycled loss of cash flow hedges reclassified to profit or loss in relation to derivatives no longer designated as hedges	24	2,293	6,641	1,290
Other comprehensive income/(loss) for the year		<u>7,128</u>	<u>(6,752)</u>	<u>467</u>
Total comprehensive income for the year		<u>64,057</u>	<u>44,013</u>	<u>54,135</u>
Attributable to:				
Owners of the Group		64,057	32,103	11,296
Non-controlling interest		—	11,910	42,839
		<u>64,057</u>	<u>44,013</u>	<u>54,135</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, 2013, 2014 and 2015

(All amounts expressed in thousands of U.S. Dollars, except per share data)

	Share Capital (Note 10)	Preferred stock	Contributed Surplus (Note 10)	Reserves (Note 11)	Treasury shares (Note 10)	(Accumulated deficit)/ retained earnings	Attributable to owners of the Group	Non - controlling interest	Total
Balance as of January 1, 2013	629	—	621,879	(11,049)	—	(8,188)	603,271	—	603,271
Dividend paid (\$0.45 per share)	—	—	(6,915)	—	—	(21,373)	(28,288)	—	(28,288)
Share-based compensation (Note 20)	—	—	—	493	—	—	493	—	493
Profit for the year	—	—	—	—	—	56,929	56,929	—	56,929
Other comprehensive income for the year	—	—	—	7,128	—	—	7,128	—	7,128
Total comprehensive income for the year	—	—	—	7,128	—	56,929	64,057	—	64,057
Balance as of December 31, 2013	629	—	614,964	(3,428)	—	27,368	639,533	—	639,533
Net proceeds from public offerings and private placement (Note 4)	181	—	308,506	—	—	—	308,687	—	308,687
Net proceeds from GasLog Partners LP ("GasLog Partners") public offerings (Note 4)	—	—	—	—	—	—	—	319,036	319,036
Dividend paid (Note 11)	—	—	—	—	—	(39,840)	(39,840)	(7,300)	(47,140)
Share-based compensation (Note 20)	—	—	—	1,856	—	—	1,856	—	1,856
Settlement of share-based compensation	—	—	—	(372)	—	—	(372)	—	(372)
Treasury shares, net (Note 10)	—	—	—	—	(12,576)	—	(12,576)	—	(12,576)
Profit for the year	—	—	—	—	—	42,161	42,161	8,604	50,765
Other comprehensive (loss)/income for the year	—	—	—	(10,058)	—	—	(10,058)	3,306	(6,752)
Total comprehensive (loss)/income for the year	—	—	—	(10,058)	—	42,161	32,103	11,910	44,013
Balance as of December 31, 2014	810	—	923,470	(12,002)	(12,576)	29,689	929,391	323,646	1,253,037
Net proceeds from issuance of preferred stock (Note 4)	—	46	110,607	—	—	—	110,653	—	110,653
Net proceeds from GasLog Partners' public offering (Note 4)	—	—	—	—	—	—	—	171,831	171,831
Dividend paid (common and preferred shares) (Note 11)	—	—	(13,785)	—	—	(38,672)	(52,457)	(32,070)	(84,527)
Share-based compensation, net of accrued dividend (Note 20)	—	—	—	2,791	—	—	2,791	—	2,791
Settlement of share-based compensation	—	—	—	(85)	85	—	—	—	—
Profit for the year	—	—	—	—	—	10,829	10,829	42,839	53,668
Other comprehensive income for the year	—	—	—	467	—	—	467	—	467
Total comprehensive income for the year	—	—	—	467	—	10,829	11,296	42,839	54,135
Balance as of December 31, 2015	810	46	1,020,292	(8,829)	(12,491)	1,846	1,001,674	506,246	1,507,920

The accompanying notes are an integral part of these consolidated financial statements.

GasLog Ltd. and its Subsidiaries

Consolidated statements of cash flow

For the years ended December 31, 2013, 2014 and 2015

(All amounts expressed in thousands of U.S. Dollars)

	2013	2014	2015
Cash flows from operating activities:			
Profit for the year	56,929	50,765	53,668
Adjustments for:			
Depreciation of fixed assets	29,322	70,695	106,641
Share of profit of associate and joint venture	(1,470)	(1,497)	(1,216)
Financial income	(411)	(274)	(427)
Financial costs	27,851	71,579	91,956
Unrealized foreign exchange (gains)/losses on cash and cash equivalents and short-term investments	(1,013)	218	518
Unrealized (gain)/loss on interest rate swaps held for trading including ineffective portion of cash flow hedges and loss at inception	(19,520)	7,836	138
Recycled loss of cash flow hedges reclassified to profit or loss	2,293	6,641	1,290
Non-cash defined benefit obligations	81	(202)	26
Share-based compensation	493	1,856	2,872
	<u>94,555</u>	<u>207,617</u>	<u>255,466</u>
Movements in operating assets and liabilities:			
Increase in trade and other receivables including related parties, net	(4,675)	(7,257)	(2,054)
(Increase)/decrease in prepayments and other assets	(1,838)	(2,931)	1,924
(Increase)/decrease in inventories	(5,455)	983	(1,543)
Decrease/(increase) in other non-current assets	1,413	(3,127)	(23,172)
Increase in other non-current liabilities	30	336	220
Increase in accounts payable and other current liabilities	24,306	16,678	9,654
Cash provided by operations	<u>108,336</u>	<u>212,299</u>	<u>240,495</u>
Interest paid	<u>(21,591)</u>	<u>(64,011)</u>	<u>(78,916)</u>
Net cash provided by operating activities	<u>86,745</u>	<u>148,288</u>	<u>161,579</u>
Cash flows from investing activities:			
Dividends received from associate	1,640	970	1,675
Payments for tangible fixed assets and vessels under construction	(1,038,153)	(1,364,283)	(728,446)
Return of contributed capital from associate	360	—	—
Other investments	—	—	(55)
Purchase of short-term investments	(44,969)	(89,823)	(74,592)
Maturity of short-term investments	145,047	66,220	97,007
Financial income received	559	260	359
Net cash used in investing activities	<u>(935,516)</u>	<u>(1,386,656)</u>	<u>(704,052)</u>
Cash flows from financing activities:			
Proceeds from bank loans and bonds	1,026,200	1,480,473	606,000
Bank loan repayments	(142,649)	(656,944)	(103,709)
Payment of loan issuance costs	(14,782)	(22,501)	(25,969)
Payment of equity raising costs	—	(4,679)	(1,839)
Proceeds from public offerings and private placement (net of underwriting discounts and commissions)	—	310,240	—
Increase in restricted cash	—	(22,826)	(39,892)
Proceeds from GasLog Partners' public offerings and issuance of general partners units (net of underwriting discounts and commissions)	—	323,087	172,875
Proceeds from issuance of preferred stock (net of underwriting discounts and commissions)	—	—	111,378
Purchase of treasury shares	—	(13,221)	—
Proceeds from stock options exercise	—	273	—
Dividends paid	<u>(28,288)</u>	<u>(47,140)</u>	<u>(84,527)</u>

The accompanying notes are an integral part of these consolidated financial statements.

GasLog Ltd. and its Subsidiaries

Consolidated statements of cash flow

For the years ended December 31, 2013, 2014 and 2015

(All amounts expressed in thousands of U.S. Dollars)

	2013	2014	2015
Net cash provided by financing activities	840,481	1,346,762	634,317
Effects of exchange rate changes on cash and cash equivalents	1,110	(218)	(830)
(Decrease)/increase in cash and cash equivalents	(7,180)	108,176	91,014
Cash and cash equivalents, beginning of the year	110,978	103,798	211,974
Cash and cash equivalents, end of the year	103,798	211,974	302,988
Non-cash investing and financing activities (Note 25)			
Capital expenditures—net (receivable)/payable	(691)	7,999	12,576
Equity raising costs included in liabilities at the end of the year	—	174	59
Loan issuance costs included in liabilities at the end of the year	2,494	903	247

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, 2013, 2014 and 2015

(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, 2015, entities controlled by members of the Livanos family, including GasLog’s chairman, are deemed to beneficially own approximately 40.7% 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 overallotment 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 (“IDRs”) 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.

On September 29, 2014, the Partnership acquired from GasLog 100% of the ownership interests in GAS-sixteen Ltd. and GAS-seventeen Ltd., the entities that own the 145,000 cbm LNG carriers, the *Methane Rita Andrea* and the *Methane Jane Elizabeth*, respectively, for an aggregate purchase price of \$328,000. On July 1, 2015, the Partnership acquired from GasLog 100% of the ownership interests in GAS-nineteen Ltd., GAS-twenty Ltd. and GAS-twenty one Ltd., the entities that own three 145,000 cbm LNG carriers, the *Methane Alison Victoria*, the *Methane Shirley Elisabeth* and the *Methane Heather Sally*, respectively, for an aggregate purchase price of \$483,000.

As of December 31, 2015, GasLog holds a 32.9% 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, 2015 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.	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 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-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-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-eleven Ltd.	Bermuda	December 2012	Vessel-owning company	174,000	Hull No. 2072	Q1 2016 ⁽ⁱ⁾
GAS-twelve Ltd.	Bermuda	December 2012	Vessel-owning company	174,000	Hull No. 2073	Q2 2016 ⁽ⁱ⁾
GAS-thirteen Ltd.	Bermuda	July 2013	Vessel-owning company	174,000	Hull No. 2102	Q3 2016 ⁽ⁱ⁾
GAS-fourteen Ltd.	Bermuda	July 2013	Vessel-owning company	174,000	Hull No. 2103	Q4 2016 ⁽ⁱ⁾
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	Hull No. 2130	Q1 2018 ⁽ⁱ⁾
GAS-twenty three Ltd.	Bermuda	May 2014	Vessel-owning company	174,000	Hull No. 2131	Q1 2019 ⁽ⁱ⁾
GAS-twenty four Ltd.	Bermuda	June 2014	Vessel-owning company	174,000	Hull No. 2800	Q1 2018 ⁽ⁱ⁾
GAS-twenty five Ltd.	Bermuda	June 2014	Vessel-owning company	174,000	Hull No. 2801	Q1 2018 ⁽ⁱ⁾
GAS-twenty six Ltd.	Bermuda	January 2015	Vessel-owning company	170,000	<i>Methane Julia Louise</i>	March 2015
GAS-twenty seven Ltd.	Bermuda	January 2015	Vessel-owning company	170,000	<i>Methane Becki Anne</i>	March 2015
GasLog Shipping Limited	BVI	July 2003	Dormant	—	—	—
32.9% 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-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
25% interest associates:						
Egypt LNG Shipping Ltd.	Bermuda	May 2010	Vessel-owning company	145,000	<i>Methane Nile Eagle</i>	December 2007
33.33% joint venture:						
The Cool Pool Limited ⁽²⁾	Marshall Islands	September 2015	Service company	—	—	—

⁽ⁱ⁾ For newbuildings, expected delivery quarters are presented.

⁽ⁱⁱ⁾ On October 1, 2015, GasLog, Dynagas Ltd. (“Dynagas”) and Golar LNG Ltd. (“Golar”) signed an LNG carrier pooling agreement (the “LNG Carrier Pool” or “Pool Agreement”) to market their vessels, which are currently operating in the LNG shipping spot market.

The LNG Carrier Pool—named the “Cool Pool”—initially consists of 14 modern, high quality and essentially equivalent vessels powered by fuel efficient tri fuel diesel electric (“TFDE”) propulsion technology. The three owners’ initial vessels participation in the Cool Pool are as follows: Dynagas: three vessels; GasLog: three vessels; and Golar: eight vessels. Each vessel owner continues to be fully responsible for the manning and technical management of their respective vessels. 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.

All entities in the Group have a December 31st year end. During 2015 the Group employed an average of 158 employees (2014: 142 and 2013: 119).

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 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, 2015, the Group’s current assets totaled \$398,145 while current liabilities totaled \$734,392, resulting in a negative working capital position of \$336,247. In February 2016, the Group signed a debt refinancing of up to \$576,500 with certain financial institutions (Note 28), to refinance \$464,625 of its current debt plus \$111,875 of its non-current debt. In addition, following the completion of the sale and leaseback of the *Methane Julia Louise* (Note 28), \$50,625 of current debt and \$179,375 of non-current debt was prepaid.

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 principal accounting policies are set out below.

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 14, 2016, the financial statements were authorized on behalf of GasLog’s board of directors for issuance and filing.

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 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.

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 Limited is a joint venture. 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.

Accounting for revenues and related operating expenses

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.

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.

Pool revenues are 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 recognised 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.

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. 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.

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.

Accounting for voyage expenses and commissions

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.

Furthermore and in relation to the vessels participating in the Cool Pool, voyage expenses and commissions include the net allocation from the pool which 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.

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 interest rate swaps are recognized on an accrual basis. Interest expense and other borrowing costs incurred during the vessel

construction period, and relating directly to the vessel, are capitalized as part of the cost of the vessel.

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.

Borrowing costs

Borrowing costs, including interest expense and amortization of loan issuance costs, directly attributable to a loan to finance a vessel under construction, and representing an asset that takes a substantial period of time to get ready for its intended use or sale, are added to the cost of the vessel until such time as the vessel is substantially ready for its intended use or sale.

All other borrowing costs are expensed as incurred.

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 a LNG vessel is split into two components, a “vessel component” and a “drydocking 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 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 a drydocking 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 drydocking 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 drydocking subsequent to its acquisition, based on the Group’s historical experience with similar types of vessels. For subsequent drydockings actual costs are capitalized when incurred.

The drydocking component is depreciated over the period of five years in case of new vessels, and until the next drydocking for secondhand vessels.

Costs that will be capitalized as part of the future drydockings will include a variety of costs incurred directly attributable to the drydock and costs incurred to meet classification and regulatory requirements, as well as expenses related to the dock preparation and port expenses at the drydock shipyard, drydocking 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. Drydocking costs do not include vessel operating expenses such as replacement parts, crew expenses, provisions, lubricants consumption, insurance, management fees or management costs during the drydocking 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 drydocking.

The expected useful lives of all long-lived assets are as follows:

Vessel	
LNG vessel component	35 years
Drydocking 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.

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

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 value of the vessels is estimated from market-based evidence by appraisal that is normally undertaken by professionally qualified brokers.

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.

Inventories

Inventories represent lubricants on board the vessel and in the event of vessels unemployment 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 represents cash on hand and deposits with banks which are repayable on demand. Cash equivalents represent 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. Bad debts are written off during the period in which they are identified. An estimate is made for doubtful receivables based on a review of all outstanding amounts at each reporting date.

- **Borrowings**

Borrowings are measured at amortized cost, using the effective interest 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 and cross currency swaps.

Derivative financial instruments are initially recognized at fair value, 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 hedging instrument is expected to be highly effective in achieving offsetting changes in fair value or cash flows attributable to the hedged risk; (2) the effectiveness of the hedge can be reliably measured; (3) there is adequate documentation of the hedging relationships at the inception of the hedge; and (4) for cash flow hedges, the forecasted transaction that is the hedged item in the hedging relationship must be considered highly probable.

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.

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.

Segment Information

The information provided to the Group's chief operating decision maker (the "CODM") 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 chartered 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 20.

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.

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 and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. 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:

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 (21,660,000 units as of December 31, 2015). 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 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:

Vessel lives and residual value: Vessels are stated at cost, less accumulated depreciation. The estimates and assumptions that have the most significant effect on the vessel carrying amount relate to the estimation of the useful life of an LNG vessel of 35 years and the residual value.

An increase in the estimated useful life of a vessel or in its residual value would have the effect of decreasing the annual depreciation charge and an increase in the estimated useful life of a vessel would also extend the annual depreciation charge into later periods. A decrease in the useful life of a vessel or its residual value would have the effect of increasing the annual depreciation charge.

Management estimated residual value of its vessels to be equal to the product of its lightweight tonnage ("LWT") and an estimated scrap rate per LWT. Effective October 1, 2015, following management's annual reassessment, the estimated scrap rate per LWT was decreased. This change in estimate increased depreciation expense by \$144 for the year ended December 31, 2015 and is expected to increase the future annual depreciation by \$577.

If regulations place significant limitations over the ability of a vessel to trade on a worldwide basis, the vessel's useful life will be adjusted to end at the date such regulations become effective. The estimated residual value of a vessel may not represent the fair market value at any one time partly because market prices of scrap rates tend to fluctuate.

Vessel cost: The Group recognizes drydocking costs as a separate component of the vessel's carrying amount and amortizes the drydocking cost on a straight-line basis over the estimated period until the next drydocking. If the vessel is disposed of before the next drydocking, the remaining balance of the drydock is written-off and forms part of the gain or loss recognized upon disposal of vessels in the period of disposal. The Group expects that its vessels will be required to be drydocked in approximately 60 months after their delivery from the shipyard, and thereafter every 60 months

will be required to undergo special or intermediate surveys and drydocked for major repairs and maintenance that cannot be performed while the vessels are operating. The Group amortizes its estimated drydocking expenses for the first special survey over five years, in case of new vessels, and until the next drydocking for secondhand vessels unless the Group intends to drydock the vessels earlier as circumstances arise. Management estimates the drydocking component on acquisition of a vessel, as costs to be incurred during the first drydocking at the drydock yard, subsequent to its acquisition, for a special survey and parts and supplies used in making such repairs that meet the recognition criteria, based on historical experience with similar types of vessels. For subsequent drydockings actual costs are capitalized when incurred.

Impairment of vessels: The Group evaluates the carrying amounts of its vessels to determine whether there is any indication that those vessels have suffered an impairment loss. 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. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax 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. All of these items have been historically volatile. In assessing the fair value less cost to sell of the vessel, the Group obtains vessel valuations from independent and internationally recognized ship brokers on an annual basis or when there is an indication that an asset or assets may be impaired. If an indication of impairment is identified, the need for recognizing an impairment loss is assessed by comparing the carrying amount of the vessel to the higher of the fair value less cost to sell and the value in use.

The Group's estimates of basic market value assume that the vessels are all in seaworthy condition without a need for repair and if inspected would be certified in class without notations of any kind. The Group's estimates are based on approximate market values for vessels that have been received from shipbrokers, 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 that the estimates may not be indicative of the current or future basic market value of the Group's vessels or prices that could be achieved if it were to sell them.

As of December 31, 2015, the carrying amounts of ten vessels were higher than the estimated charter free market value and the Group concluded that events and circumstances triggered the existence of potential impairment of these vessels. As a result, the Group performed the impairment assessment of the Group's vessels by comparing the discounted projected net operating cash flows for these vessels to their carrying value. The significant factors and assumptions the Group used in its discounted projected net operating cash flow analysis included, among others, operating revenues, off-hire revenues, drydocking costs, operating expenses, management fees estimates and the discount rate. Revenue assumptions were based on contracted time charter rates up to the end of life of the current contract of each vessel as well as the estimated average time charter equivalent rates for the remaining life of the vessel after the completion of its current contract. The estimated daily time charter equivalent rates used for non-contracted revenue days are based on a combination of (i) recent charter market rates, (ii) conditions existing in the LNG market as of December 31, 2015, (iii) historical average time charter rates, based on publications by independent third party maritime research services, and (iv) estimated future time charter rates, based on publications by independent third party maritime research services that provide such forecasts. Recognizing that the LNG industry is cyclical and subject to significant volatility based on factors beyond the Group's control, management believes the use of revenue estimates, based on the combination of factors (i) to (iv) above, to be reasonable as of the reporting date. In addition, the Group used an annual operating expenses escalation factor and estimates of scheduled and unscheduled off-hire revenues based on historical experience. All estimates used and assumptions made were in accordance with the Group's internal budgets and historical experience of the shipping industry. The value in use for the ten

vessels calculated as per above was higher than the carrying amount of these vessels and consequently, no impairment loss was recognized.

Measurement of share-based compensation: As described in Note 20, the Group used an accepted valuation methodology to value the Stock Appreciation Rights or Stock Options. The inputs are based on observable market data and management's estimates. Details of the valuation methodology and significant assumptions used are set out in Note 20.

Impairment of goodwill: Determining whether goodwill is impaired requires an estimation of the recoverable amount, which is the higher of fair value less costs to sell and value in use, of the cash-generating units to which goodwill has been allocated. The value in use calculation requires the Group to estimate the future cash flows expected to arise from the cash-generating unit(s) and a suitable discount rate in order to calculate present value. Details of the impairment analysis are set out in Note 3. No impairment loss was recognized for any of the periods presented.

Fair value of derivative financial instruments: The Group's risk management policies permit the use of derivative financial instruments to manage interest rate risk and foreign exchange risk. Changes in fair value of derivative financial instruments that are not designated as cash flow hedges for accounting purposes are recognized in the consolidated statement of profit or loss.

A substantial majority of the Group's derivative instruments activity relates to the use of interest rate swaps. The fair value of the Group's interest rate swap agreements is the estimated amount that the Group would receive or pay to terminate the agreements at the reporting date, taking into account current interest rates and the current credit worthiness of both the Group and the swap counterparties. The estimated amount is the present value of estimated future cash flows, being equal to the difference between the benchmark interest rate and the fixed rate in the interest rate swap agreement, multiplied by the notional principal amount of the interest rate swap agreement at each interest reset date.

The fair value of the Group's interest and currency swap agreements at the end of each period are most significantly affected by the interest rate implied by market-observable data such as LIBOR yield curve, and forward foreign exchange rates. While the fair value of the Group's interest and currency swap agreements are typically more sensitive to changes in short-term rates, significant changes in the long-term benchmark interest and foreign exchange rates also materially impact interest and currency swap agreements.

The fair value of the Group's interest rate and currency swap agreements are also affected by changes in its specific credit risk and counterparties' risk included in the discount factor. The estimate of the Group's credit risk is based on the credit rating of other companies in the LNG industry where publicly available, the rating of the global transportation industry where the shipping industry is included and the feedback that the Group receives from its lenders as part of the margin setting for the new loan agreements. The counterparties' credit risk is estimated either by using the credit default swap rates obtained from public information or, if not available, by using the credit rating of the counterparties.

The LIBOR yield curve and the Group's specific credit risk are expected to vary over the life of the interest rate swap agreements. The larger the notional amount of the interest rate swap agreements outstanding and the longer the remaining duration of the interest rate swap agreements, the larger the impact of any variability in these factors will be on the fair value of the Group's interest rate swaps. The Group economically hedges the interest rate exposure on a significant amount of its long-term debt and for long durations. As such, the Group has historically experienced, and expects to continue to experience, material variations in the period-to-period fair value of its derivative instruments.

Although the Group measures the fair value of its derivative instruments utilizing the inputs and assumptions described above, if it were to terminate the agreements at the reporting date, the amount the Group would pay or receive to terminate the derivative instruments may differ from the estimate of fair value. If the estimated fair value differs from the actual termination amount, an adjustment to the carrying amount of the applicable derivative asset or liability would be recognized in profit or loss for the current period. Such adjustments could be material. See Note 24 for the

effects on the change in fair value of its derivative instruments on the consolidated statements of profit or loss.

Adoption of new and revised IFRS

Standards and amendments in issue not yet adopted

At the date of authorization of these financial statements, the following standards and amendments relevant to the Group were in issue but not yet effective:

In May 2014, the IASB issued IFRS 15 *Revenue from Contracts with Customers*, which applies to all contracts with customers: the main exceptions are leases, financial instruments and insurance contracts. IFRS 15 specifies how and when an IFRS reporter will recognize revenue as well as requiring such entities to provide users of financial statements with more informative, relevant disclosures. The standard supersedes IAS 18 *Revenue*, IAS 11 *Construction Contracts* and a number of revenue-related interpretations. The standard was amended in September 2015 to delay the effective date to annual periods beginning on or after January 1, 2018 but early adoption is permitted. Management is currently evaluating the impact of this standard on the Group's consolidated financial statements.

In July 2014, the IASB issued the complete version of IFRS 9 *Financial Instruments*. IFRS 9 specifies how an entity should classify and measure financial assets and financial liabilities. The new standard requires all financial assets to be subsequently measured at amortized cost or fair value depending on the business model of the legal entity in relation to the management of the financial assets and the contractual cash flows of the financial assets. The standard also requires a financial liability to be classified as either at fair value through profit or loss or at amortized cost. In addition a new hedge accounting model was introduced, that is designed to be more closely aligned with how entities undertake risk management activities when hedging financial and non-financial risk exposures. The standard is effective for accounting periods beginning on or after January 1, 2018 but early adoption is permitted. Management is currently evaluating the impact of this standard on the Group's consolidated financial statements.

In September 2014, the IASB published Sale or Contribution of Assets between an Investor and its Associate or Joint Venture as amendments to IFRS 10 *Consolidated Financial Statements* and IAS 28 *Investment in Associate and Joint Ventures*. The amendments address a conflict between the requirements of IFRS 10 and IAS 28 and clarify that in a transaction involving an associate or joint venture the extent of gain or loss recognition depends on whether the assets sold or contributed constitute a business. They are effective for annual periods beginning on or after January 1, 2016, with earlier application being permitted. Management anticipates that these amendments will not have a material impact on the Group's financial statements.

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 recognise: (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 supersedes the previous leases Standard, IAS 17 *Leases*, and related Interpretations. The standard is effective from January 1, 2019, with early adoption permitted only with concurrent adoption of IFRS 15 *Revenue from Contracts with Customers*. Management is currently evaluating the impact of this standard on the Group's financial statements.

The impact of all other IFRS standards and amendments issued but not yet adopted is not expected to be material.

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, 2015, 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 a value-in-use calculation which uses cash flow to be generated based on financial budgets approved by management.

The key assumptions used in the value-in-use calculations are as follows:

- (i) Average inflation of 1.0% per annum;
- (ii) A pre-tax discount rate of 11.0% per annum;
- (iii) Annual growth rate of 1.0%; and
- (iv) 1 Euro = USD 1.15.

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

On January 22, 2014, GasLog completed a follow-on public offering of 10,925,000 common shares, including 1,425,000 common shares issued upon the exercise in full by the underwriters of their option to purchase additional shares. The public offering price was \$15.75 per share. GasLog also sold 2,317,460 common shares at the public offering price in a private placement to certain of its directors and officers and one of its major shareholders. The net proceeds from the public offering and the concurrent private placement, after deducting underwriting discounts and offering expenses, were \$199,016.

On April 16, 2014, GasLog completed a follow-on public offering of 4,887,500 common shares, including 637,500 common shares issued upon the exercise in full by the underwriters of their option to purchase additional shares. The public offering price was \$23.75 per share. The net proceeds from the public offering, after deducting underwriting discounts and other offering expenses, were approximately \$109,940.

On May 12, 2014, the Partnership completed its IPO with the sale and issuance of 9,660,000 common units, resulting in net proceeds of \$186,029 and representing a 48.2% ownership interest (Note 1). GasLog Partners used the net IPO proceeds to (a) pay \$65,695 directly to GasLog as cash consideration for the contribution of GAS-three Ltd., GAS-four Ltd. and GAS-five Ltd., (b) prepay \$82,634 of debt plus accrued interest of \$416 and (c) make a payment of \$2,285 (including \$271 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 \$35,000 was retained by the Partnership for general corporate purposes. The net proceeds from the GasLog Partners' IPO of \$186,029 were received in cash and have been allocated to non-controlling interest.

On September 29, 2014, GasLog Partners completed a follow-on public offering of 4,500,000 common units at a public offering price of \$31.00 per unit. The net proceeds from this offering after deducting underwriting discounts and other offering expenses were \$133,007 and have been allocated to non-controlling interest.

On April 7, 2015, GasLog completed a public offering of 4,600,000 Preference Shares (including 600,000 shares issued upon the exercise in full by the underwriters of their option to purchase additional Preference Shares), par value \$0.01 per share, liquidation preference \$25.00 per share, which priced at \$25.00 per share. The net proceeds from the offering after deducting underwriting discounts, commissions and other offering expenses were \$110,653.

On June 26, 2015, GasLog Partners completed a public offering of 7,500,000 common units at a public offering price of \$23.90 per unit. The net proceeds from this offering after deducting underwriting discounts and other offering expenses, were \$171,831. In connection with the offering, the Partnership issued 153,061 general partner units to its general partner in order for GasLog to retain its 2.0%.

The balance of non-controlling interest as of December 31, 2014 and 2015 is as follows:

	2014	2015
<u>Non-controlling interest</u>		
As of January 1,	—	323,646
Net proceeds from the Partnership's IPO	186,029	—
Net proceeds from the Partnership's equity offering (September 2014)	133,007	—
Net proceeds from the Partnership's equity offering (June 2015)	—	171,831
Dividend declared and paid	(7,300)	(32,070)
Profit allocated to non-controlling interest	8,604	42,839
Other comprehensive income allocated to non-controlling interest	3,306	—
As of December 31,	323,646	506,246

The profit allocation to non-controlling interest is based on the distribution policy for available cash stated in the Partnership Agreement and is illustrated in the table below:

	Marginal Percentage Interest in Distributions					
	Total Quarterly Distribution Target Amount		Unitholders	General Partner	Holders of 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%

	2014	2015
<u>Allocation of GasLog Partners' profit^(*)</u>		
Partnership's profit attributable to:		
Common unitholders	8,713	43,198
Subordinated unitholders	5,540	18,135
General partner	291	1,301
IDRs	—	2,406
Total	14,544	65,040
Partnership's profit allocated to GasLog	5,940	22,201
Partnership's profit allocated to non-controlling interest	8,604	42,839
Total	14,544	65,040

* Includes profits of: (i) GAS-three Ltd., GAS-four Ltd. and GAS-five Ltd. earned after the GasLog Partners' IPO on May 12, 2014, (ii) GAS-sixteen Ltd. and GAS-seventeen Ltd. for the period after their transfer to the Partnership on September 29, 2014 and (iii) GAS-nineteen Ltd., GAS-twenty Ltd. and GAS-twenty one Ltd. for the period after their transfer to the Partnership on July 1, 2015.

5. Investment in Associate and Joint Venture

The Group participates in the following associate and joint venture:

Name	Country of incorporation	% of ownership interest		Nature of relationship	Measurement method	Principal activity
		2014	2015			
Egypt LNG Shipping Ltd. ⁽¹⁾	Bermuda	25%	25%	Associate	Equity method	Vessel-owning company
The Cool Pool Limited ⁽²⁾	Marshall Islands	—	33.33%	Joint venture	Equity method	Service company

⁽¹⁾ Egypt LNG Shipping Ltd. owns and operates a 145,000 cubic meter LNG vessel built in 2007.

⁽²⁾ The Cool Pool Limited is the commercial manager of the Cool Pool (Note 1).

Investment in associate and joint venture consist of the following:

	Associate		Joint Venture	
	2014	2015	2014	2015
As of January 1,	6,326	6,603	—	—
Additions	—	—	—	55
Share of profit of associate and joint venture	1,497	1,216	—	—
Dividend declared	(1,220)	(1,600)	—	—
As of December 31,	6,603	6,219	—	55

During the year ended December 31, 2013, the Group's associate, Egypt LNG Shipping Ltd., distributed \$1,440 in excess of its accumulated retained earnings. The portion of such distribution related to the Group was \$360.

Summarized financial information in respect of the associate and the joint venture is set out below:

	Associate		Joint Venture	
	2014	2015	2014	2015
Current				
Total current assets	23,732	22,047	—	5,489
Total current liabilities	(15,634)	(14,589)	—	(5,324)
Non-current				
Total non-current assets	138,969	131,440	—	—
Total non-current liabilities	(120,656)	(114,023)	—	—
Net assets	26,411	24,875	—	165
Group's share	6,603	6,219	—	55

	Associate			Joint Venture		
	2013	2014	2015	2013	2014	2015
Revenues	18,619	18,554	18,694	—	—	8,336
Profit for the year	5,880	5,986	4,863	—	—	—
Total comprehensive income for the year	5,880	5,986	4,863	—	—	—
Group's share in profit	1,470	1,497	1,216	—	—	—
Dividend declared	(6,560)	(4,880)	(6,400)	—	—	—
Group's share in dividend	1,640	1,220	1,600	—	—	—

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	Total vessels under construction
Cost				
As of January 1, 2014	1,588,737	3,084	1,591,821	120,295
Additions	942,802	2,115	944,917	428,056
Transfer from vessels under construction	405,575	—	405,575	(405,575)
As of December 31, 2014	2,937,114	5,199	2,942,313	142,776
Additions	485,933	7,116	493,049	239,974
Transfer from vessels under construction	204,345	—	204,345	(204,345)
Fully amortized drydocking component	(8,137)	—	(8,137)	—
As of December 31, 2015	3,619,255	12,315	3,631,570	178,405
Accumulated depreciation				
As of January 1, 2014	60,448	1,653	62,101	—
Depreciation of fixed assets	70,149	546	70,695	—
As of December 31, 2014	130,597	2,199	132,796	—
Depreciation of fixed assets	106,071	570	106,641	—
Fully amortized drydocking component	(8,137)	—	(8,137)	—
As of December 31, 2015	228,531	2,769	231,300	—
Net book value				
As of December 31, 2014	2,806,517	3,000	2,809,517	142,776
As of December 31, 2015	3,390,724	9,546	3,400,270	178,405

Vessels with an aggregate carrying amount of \$3,390,724 as of December 31, 2015 (December 31, 2014: \$2,806,517) have been pledged as collateral under the terms of the Group's loan agreements (Note 12).

On April 10, 2014, GasLog acquired three 145,000 cbm steam-powered LNG carriers and on June 4, 2014, June 11, 2014, and June 25, 2014, acquired another three 145,000 cbm steam-powered LNG carriers from a subsidiary of BG Group plc ("BG Group") for an aggregate cost of \$936,000 (from which \$930,000 was paid at closing of these deliveries while the payment of the remaining \$6,000 will be made upon receipt of the relevant spares and before the end of the initial term of the charter party agreements) and chartered those vessels back to Methane Services Limited ("MSL"), a subsidiary of the BG Group, for an average six year initial terms. The vessels acquired are the 2006 built *Methane Rita Andrea*, the *Methane Jane Elizabeth* and the *Methane Lydon Volney*, and the 2007 built *Methane Shirley Elisabeth*, the *Methane Heather Sally* and the *Methane Alison Victoria*. GasLog supervised the construction of all six vessels at Samsung Heavy Industries Co. Ltd. ("Samsung") shipyard in Korea, for BG Group and has provided technical management for the ships since delivery.

On March 31, 2015, GasLog acquired two 170,000 cbm tri-fuel diesel electric LNG carriers from a subsidiary of BG Group for an aggregate cost of \$460,000 and chartered those vessels back to MSL for periods of 9 and 11 years respectively, with further options by the charterer to extend the term of the time charter for each vessel by either three or five years. The vessels acquired are the 2010-built *Methane Becki Anne* and *Methane Julia Louise*. GasLog supervised their construction and has technically managed both ships since their delivery to BG Group in 2010. They have tri-fuel diesel electric propulsion and on-board reliquefaction plants, which enable the vessels to operate on gas at a wider range of speed more efficiently.

The acquisition of the aforementioned vessels was treated as an asset acquisition based on the absence of processes attached to the inputs. In addition, management considered that the charter party agreements entered into approximate market rates and has concluded that the contracted daily charter rate approximates the fair value on the transaction completion dates, taking into account that the rates agreed with BG Group were in arms' length negotiations and managements' understanding of the market. Considering the above, the purchase price was allocated in total to vessel cost.

Vessels under construction

In 2011, GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd. entered into shipbuilding contracts with Samsung for the construction of three LNG Carriers (155,000 cubic meters each). The *Solaris*, the *GasLog Saratoga* and the *GasLog Salem*, were delivered on June 30, 2014, December 16, 2014 and April 30, 2015, respectively.

In January 2013, GAS-eleven Ltd. and GAS-twelve Ltd. entered into shipbuilding contracts with Samsung for the construction of two LNG carriers (174,000 cubic meters each). The vessels are expected to be delivered in the first half of 2016.

In August 2013, GAS-thirteen Ltd. and GAS-fourteen Ltd. entered into shipbuilding contracts with Samsung for the construction of two LNG carriers (174,000 cubic meters each). The vessels are expected to be delivered in the second half of 2016.

In May 2014, GAS-twenty two Ltd. and GAS-twenty three Ltd. entered into shipbuilding contracts with Samsung for the construction of two LNG carriers (174,000 cubic meters each). The vessels are expected to be delivered in the first quarter of 2018 and 2019, respectively.

In June 2014, GAS-twenty four Ltd. and GAS-twenty five Ltd. entered into shipbuilding contracts with Hyundai Heavy Industries Co., Ltd. ("Hyundai") for the construction of two LNG carriers (174,000 cubic meters each). The vessels are expected to be delivered in the first quarter of 2018.

Vessels under construction represent scheduled advance payments to the shipyards as well as certain capitalized expenditures. As of December 31, 2015, the Group has paid to the shipyard \$170,634 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 21(b)).

The vessels under construction costs as of December 31, 2014 and 2015 are comprised of:

	As of December 31,	
	2014	2015
Progress shipyard installments	140,824	170,634
Onsite supervision costs	1,796	4,289
Shipyard commissions	(197)	—
Critical spare parts, equipment and other vessel delivery expenses	353	3,482
Total	142,776	178,405

7. Cash and Cash Equivalents and Restricted Cash

Cash and cash equivalents consist of the following:

	As of December 31,	
	2014	2015
Current accounts	93,437	135,613
Time deposits (with original maturities of three months or less)	117,252	163,851
Ship management client accounts	1,285	3,524
Total	211,974	302,988

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.

Included in Current accounts there is an amount of \$4,056 held in retention accounts as of December 31, 2015 (December 31, 2014: \$3,202), with respect to the next installments and interest due for the loan facilities of GAS-two Ltd., GAS-nine Ltd and GAS-ten Ltd.

As of December 31, 2015, an amount of \$62,718 is classified as restricted cash comprising of cash held in blocked accounts in order to comply with the covenants under three of the Group's credit facilities (Note 12) (December 31, 2014: \$22,826).

8. Trade and Other Receivables

An analysis of the trade and other receivables is as follows:

	As of December 31,	
	2014	2015
Trade receivables	2,088	4,246
VAT receivable	939	1,113
Accrued income	1,237	4,405
Insurance claims	8,843	3,155
Other receivables	1,210	3,160
Total	14,317	16,079

As of December 31, 2014 and 2015, no material receivable balances were past due or impaired, and therefore no allowance was necessary.

9. Other Non-current Assets

An analysis of other non-current assets is as follows:

	As of December 31,	
	2014	2015
Accrued revenue from straight-line revenue	2,526	1,886
Cash collaterals on swaps	2,610	26,343
Other guarantees	649	728
Total	5,785	28,957

Cash collaterals on swaps represent cash deposited for the Group's interest rate swaps and cross currency swaps ("CCSs") being the difference between their fair value and an agreed threshold.

10. 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, 2015, the share capital consisted of 80,496,499 issued and outstanding common shares, par value \$0.01 per share, 496,627 treasury shares issued and held by GasLog and 4,600,000 Preference Shares issued and outstanding (December 31, 2014: 80,493,126 issued and outstanding common shares, par value \$0.01 per share and 500,000 treasury shares issued). The

movements in the number of 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	Preferred stock	Contributed surplus	Treasury shares
Outstanding as of January 1, 2013	62,863,166	—	—	629	—	621,879	—
Dividend declared deducted from Contributed surplus due to accumulated deficit	—	—	—	—	—	(6,915)	—
Outstanding as of December 31, 2013	62,863,166	—	—	629	—	614,964	—
Issuance of shares (Note 4)	18,129,960	—	—	181	—	308,506	—
Purchase of treasury shares	(520,614)	520,614	—	—	—	—	(13,221)
Treasury shares distributed for awards exercised in the year (Note 20)	20,614	(20,614)	—	—	—	—	645
Outstanding as of December 31, 2014	80,493,126	500,000	—	810	—	923,470	(12,576)
Issuance of preference shares (Note 4)	—	—	4,600,000	—	46	110,607	—
Dividends declared deducted from Contributed surplus due to accumulated deficit	—	—	—	—	—	(13,785)	—
Treasury shares distributed for awards vested in the year (Note 20)	3,373	(3,373)	—	—	—	—	85
Outstanding as of December 31, 2015	80,496,499	496,627	4,600,000	810	46	1,020,292	(12,491)

The treasury shares were acquired by GasLog in 2014 from the open market, in relation to the share-based compensation (Note 20).

11. Equity attributable to owners of the Group

The Group's net capital comprises of share capital, preferred stock, contributed surplus, treasury shares, retained earnings and reserves. At December 31, 2014 and 2015, the Group had equity of \$929,391 and \$1,001,674, respectively.

The movements in reserves are reported in the following table:

	<u>Hedging</u>	<u>Employee benefits</u>	<u>Share-based compensation reserve</u>	<u>Total reserves</u>
Balance as of January 1, 2013	(21,820)	32	10,739	(11,049)
Effective portion of changes in fair value of cash flow hedges	4,773	—	—	4,773
Recycled loss of cash flow hedges reclassified to profit or loss	2,293	—	—	2,293
Share-based compensation (Note 20)	—	—	493	493
Actuarial gain	—	62	—	62
Balance as of December 31, 2013	(14,754)	94	11,232	(3,428)
Effective portion of changes in fair value of cash flow hedges	(13,191)	—	—	(13,191)
Recycled loss of cash flow hedges reclassified to profit or loss	6,641	—	—	6,641
Hedging reserve allocated to non-controlling interest (Note 4)	(3,306)	—	—	(3,306)
Share-based compensation (Note 20)	—	—	1,856	1,856
Settlement of share-based compensation	—	—	(372)	(372)
Actuarial loss	—	(202)	—	(202)
Balance as of December 31, 2014	(24,610)	(108)	12,716	(12,002)
Effective portion of changes in fair value of cash flow hedges	(849)	—	—	(849)
Recycled loss of cash flow hedges reclassified to profit or loss	1,290	—	—	1,290
Share-based compensation (Note 20)	—	—	2,791	2,791
Settlement of share-based compensation	—	—	(85)	(85)
Actuarial gain	—	26	—	26
Balance as of December 31, 2015	(24,169)	(82)	15,422	(8,829)

Dividend distribution

On February 27, 2014, the board of directors declared a quarterly cash dividend of \$0.12 per common share which was paid on March 25, 2014 to shareholders as of March 10, 2014 for a total amount of \$9,133.

On May 13, 2014, the board of directors declared a quarterly cash dividend of \$0.12 per common share which was paid on June 11, 2014 to shareholders as of May 27, 2014 for a total amount of \$9,719.

On August 19, 2014, the board of directors declared a quarterly cash dividend of \$0.12 per common share which was paid on September 8, 2014 to shareholders as of September 2, 2014 for a total amount of \$9,720.

On November 19, 2014, the board of directors declared a quarterly cash dividend of \$0.14 per common share which was paid on December 5, 2014 to shareholders as of December 1, 2014 for a total amount of \$11,268.

On February 26, 2015, the board of directors declared a quarterly cash dividend of \$0.14 per common share which was paid on March 13, 2015 to shareholders as of March 10, 2015 for a total amount of \$11,270.

On May 5, 2015, the board of directors declared a quarterly cash dividend of \$0.14 per common share which was paid on May 21, 2015 to shareholders as of May 18, 2015 for a total amount of \$11,270.

On June 19, 2015, the board of directors declared the initial dividend on the Preference Shares of \$0.510417 per share or \$2,347 in the aggregate payable on July 1, 2015 to holders as of June 30, 2015. GasLog paid the declared dividend to the transfer agent in June 2015.

On August 5, 2015, the board of directors declared a quarterly cash dividend of \$0.14 per common share which was paid on August 20, 2015 to shareholders as of August 17, 2015 for a total amount of \$11,270.

On September 18, 2015, the board of directors declared a dividend on the Preference Shares of \$0.546875 per share or \$2,515 in the aggregate payable on October 1, 2015 to holders of record as of September 30, 2015. GasLog paid the declared dividend to the transfer agent in September 2015.

On November 4, 2015, the board of directors declared a quarterly cash dividend of \$0.14 per common share which was paid on November 19, 2015 to shareholders as of November 16, 2015 for a total amount of \$11,270.

On November 17, 2015, the board of directors declared a dividend on the Preference Shares of \$0.546875 per share or \$2,515 in the aggregate payable on January 4, 2016 to holders of record as of December 31, 2015. GasLog paid the declared dividend to the transfer agent on December 29, 2015.

12. Borrowings

An analysis of the borrowings is as follows:

	As of December 31,	
	2014	2015
Amounts due within one year	121,824	645,193
Less: unamortized deferred loan issuance costs	(5,393)	(8,206)
Borrowings, current portion	116,431	636,987
Amounts due after one year	1,804,658	1,762,580
Plus: unamortized premium ⁽¹⁾	3,504	2,573
Less: unamortized deferred loan issuance costs	(29,317)	(27,653)
Borrowings, non-current portion	1,778,845	1,737,500
Total	1,895,276	2,374,487

⁽¹⁾ Refer to "Senior Unsecured Notes" disclosed below for details on the premium.

Bank Loans-secured

(a) Danish Ship Finance A/S loan

In March 2008 GAS-one Ltd. entered into a bank loan facility of up to \$174,033 with Danish Ship Finance A/S in order to partially finance the construction of an LNG vessel. On March 9, 2012, GAS-one Ltd. entered into an amending and restating agreement with Danish Ship Finance A/S. The amendment defines that the guarantors are GasLog and GasLog Carriers Ltd. The balance outstanding as of December 31, 2015 was \$119,649 (2014: \$127,901) and is repayable in 18 consecutive quarterly installments of \$2,063 together with a final balloon payment of \$82,516 payable concurrently with the last installment in May 2020. The loan bears interest at LIBOR plus a margin. GAS-one Ltd. is also required to maintain at all times minimum liquidity of \$1,500 and was in compliance as of December 31, 2015.

As of December 31, 2015, pursuant to the aforementioned credit facility \$20,000 has been presented under restricted cash due to the vessel's new charter party is not considered an approved charter by the lenders. The amount held is classified as a current asset and will be restricted until GAS-one Ltd. enters into an acceptable by the lenders replacement charter (Note 7).

(b) DNB Bank ASA, UBS AG, National Bank of Greece S.A., Commonwealth Bank of Australia and Skandinaviska Enskilda Banken AB (publ) loan

On May 17, 2013, GAS-two Ltd. signed a loan agreement with DNB Bank ASA, acting through its London Branch, UBS AG, National Bank of Greece S.A., Commonwealth Bank of Australia and Skandinaviska Enskilda Banken AB (publ) for a term loan facility of up to \$110,000 and a revolving

credit facility of up to \$50,000 for the purpose of refinancing the facility of GAS-two Ltd. with DnB Nor Bank ASA, National Bank of Greece and UBS AG which was due to mature in March 2014 (“existing facility”) and for general corporate purposes. The revolving credit facility is available for drawing on a fully revolving basis provided the total facility amount drawn post drawdown does not exceed 72.5% of the vessel’s value, drawings must be in minimum amounts of \$5,000 and can be made until three months prior to the maturity date in May 2018. On May 28, 2013, GAS-two Ltd. drew down \$110,000 from the term loan facility and repaid the outstanding amount of the existing facility of \$101,443. On September 25, 2013, GAS-two Ltd. drew down \$39,494 from the revolving credit facility. On January 27, 2014, GAS-two Ltd. drew down \$2,681 from the revolving credit facility with DNB Bank ASA, acting through its London Branch, UBS AG, National Bank of Greece S.A., Commonwealth Bank of Australia and Skandinaviska Enskilda Banken AB (publ). As of December 31, 2015, the undrawn amount from the revolving facility was \$7,825 and the balance outstanding was \$42,175 which is classified under current liabilities. The balance outstanding as of December 31, 2015 of the term loan was \$85,000 and is repayable in 10 consecutive quarterly installments of \$2,500 together with a final balloon payment of \$60,000 payable concurrently with the last installment in May 2018. The loan bears interest at LIBOR plus a margin. GAS-two Ltd. is also required to maintain at all times minimum liquidity of \$1,500 and was in compliance as of December 31, 2015.

As of December 31, 2015, GAS-two Ltd. has classified in restricted cash an amount of \$718 representing the 90% of its free cash pursuant to a specific clause in its loan agreement requiring such restricted cash in the event that the charterer has not exercised its option to extend the charter, with effect on and from 12 months prior to expiry of the charter. The amount held is classified as a current asset and will be restricted until GAS-two Ltd. enters into a replacement charter (Note 7).

(c) DnB Bank ASA and Export-Import Bank of Korea

On March 14, 2012, GAS-three Ltd. and GAS-four Ltd. entered into a loan agreement of up to \$272,500 with DnB Bank ASA and the Export-Import Bank of Korea in order to partially finance the acquisition of two LNG vessels. On January 18, 2013 and March 19, 2013, GAS-three Ltd. and GAS-four Ltd. drew down \$272,500 in total from the loan facility for the financing of the *GasLog Shanghai* and the *GasLog Santiago*. Both loans bore interest at LIBOR plus a margin. In connection with GasLog Partners’ IPO on May 12, 2014, the credit facility was amended to, among other things, permit GasLog to contribute GAS-three Ltd. and GAS-four Ltd. to the Partnership and add GasLog Partners Holdings LLC, as a guarantor. On November 19, 2014, the outstanding amount of \$246,432 for both tranches under the credit facility, was fully repaid.

(d) Nordea Bank Finland PLC, ABN Amro Bank N.V. and Citibank International PLC syndicated loan

On October 3, 2011, GAS-five Ltd. and GAS-six Ltd. entered into a loan agreement of up to \$277,000 with Nordea Bank Finland PLC, ABN Amro Bank N.V. and Citibank International PLC in order to partially finance the acquisition of two LNG vessels. The loan agreement provided for two equal tranches that were drawn on May 24, 2013 and July 19, 2013 for the financing of the *GasLog Sydney* and the *GasLog Skagen*, respectively. In connection with the GasLog Partners’ IPO on May 12, 2014, the credit facility entered was amended to, among other things, (1) divide the facility into two separate facilities on substantially the same terms as the initial facility, with one of the facilities executed by GAS-five Ltd. for the portion allocated to the *GasLog Sydney*, (2) permit GasLog’s contribution of GAS-five Ltd. to the Partnership and (3) add GasLog Partners Holdings LLC as a guarantor and remove GasLog Carriers Ltd., a wholly owned subsidiary of GasLog, as guarantor in connection with the GAS-five Ltd. facility. In connection with these amendments, the Partnership prepaid \$82,634 of the new GAS-five Ltd. facility with proceeds of the initial public offering. On November 19, 2014, the outstanding amount of \$48,225 under the GAS-five Ltd credit facility was fully repaid. The balance outstanding as of December 31, 2015 of the GAS-six Ltd. credit facility was \$120,169 and is repayable in 15 consecutive quarterly installments of \$2,037 together with a final balloon payment of \$89,618 payable concurrently with the last installment in July 2019. The loan

bears interest at LIBOR plus a margin. The borrower is required to have a minimum liquidity of \$1,500 following the loan drawdown date and was in compliance as of December 31, 2015.

(e) Credit Suisse AG

On January 18, 2012, GAS-seven Ltd. entered into a loan agreement of up to \$144,000 with Credit Suisse AG, for the purpose of financing one of the newbuilding vessels. The agreement provides for a single tranche that was drawn on December 4, 2013 for the financing of the *GasLog Seattle*. The loan bears interest at LIBOR plus a margin. The balance outstanding as of December 31, 2015 was \$128,000 and is repayable in 20 consecutive quarterly installments of \$2,000 together with a final balloon payment of \$88,000 payable concurrently with the last installment in December 2020.

(f) DnB Bank ASA, Commonwealth Bank of Australia, Danish Ship Finance A/S, ING Bank N.V. and Skandinaviska Enskilda Banken AB (publ)

On December 23, 2011, GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd. entered into a loan agreement (the “Principal Agreement”) for a senior secured credit facility of up to \$435,000 with DnB Bank ASA, Commonwealth Bank of Australia, Danish Ship Finance A/S, ING Bank N.V. and Skandinaviska Enskilda Banken AB (publ) for the purpose of financing three of the newbuilding vessels. The loan agreement provides for three tranches, to be drawn upon delivery of each newbuilding vessel. On June 24, 2014, GAS-eight Ltd. drew down \$143,000 from the loan facility, to partially finance the delivery of the *Solaris*, on December 10, 2014, GAS-nine Ltd. drew down \$146,000 from the loan facility to partially finance the delivery of the *GasLog Saratoga* and on April 24, 2015, GAS-ten Ltd. drew down \$146,000 from the loan facility to partially finance the delivery of the *GasLog Salem*. The balance outstanding as of December 31, 2015 of the GAS-eight Ltd. tranche was \$131,060 and is repayable in 22 consecutive quarterly installments of \$1,990 with balloon payments of \$87,280, the balance outstanding as of December 31, 2015 of the GAS-nine Ltd. tranche was \$137,880 and is repayable in 24 consecutive quarterly installments of \$2,030 with balloon payments of \$89,160 and the balance outstanding as of December 31, 2015 of the GAS-ten Ltd. tranche was \$141,940 and is repayable in 26 consecutive quarterly installments of \$2,030 with balloon payments of \$89,160. The loan bears interest at LIBOR plus a margin. Each of the borrowers is required to have a minimum liquidity of \$1,500 following the loan drawdown date and was in compliance as December 31, 2015.

On October 23, 2014, GasLog received a waiver letter from DNB Bank ASA, acting as agent of the loan facility of GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd., relating to the failure of GAS-nine Ltd. and GAS-ten Ltd. to secure relevant charter parties as required by the aforementioned loan facility. The waiver permits (subject to proper documentation being executed) the drawdown of the relevant tranches notwithstanding that the charter arrangements have not been secured. Subsequent to the waiver letter, on December 2, 2014 a supplemental deed was signed with the lenders which among other amendments to the Principal Agreement requested for an amount of \$21,000 per vessel to be maintained in blocked accounts until the time that an acceptable charter party agreement has been entered into after the delivery date of the respective vessels. As of December 31, 2015, the amounts held in blocked accounts of \$42,000 were classified as restricted cash under current assets (Note 7).

As the aforementioned waiver did not result in substantially different terms to the Principal Agreement, the amendments are considered a modification of the existing terms. Consequently the additional fees incurred during the year ended December 31, 2014 which amounted to \$250 have been accounted as deferred financing fees and will be amortized over the remaining term of the loan facility.

(g) Citibank N.A., London Branch, Citibank International Plc. and DVB America N.V.

On September 25, 2013, GAS-fifteen Ltd. signed a loan agreement with Citibank N.A., London Branch and Citibank International Plc., for a term loan facility of \$100,000 to partially finance the

acquisition of the *GasLog Chelsea* drawn on September 26, 2013. In October 2013, Citibank International Plc., the existing lender of the GAS-fifteen Ltd. facility, transferred \$50,000 of the outstanding facility to DVB Bank America N.V. There was no other change to the terms of the original agreement. The balance outstanding as of December 31, 2015 was \$86,660 and is repayable in six semi-annual installments of \$3,335 together with a final balloon payment of \$66,650 payable concurrently with the last installment in September 2018. The loan bears interest at LIBOR plus a margin. GAS-fifteen Ltd. is also required to maintain at all times minimum liquidity of \$1,500 and was in compliance as of December 31, 2015.

(h) Citibank, N. A. London Branch

On April 1, 2014, in connection with the acquisition of the three LNG carriers from BG Group (Note 6), GAS-sixteen Ltd., GAS-seventeen Ltd. and GAS-eighteen Ltd. signed a loan agreement of \$325,500 with Citibank, N.A. London Branch acting as security agent and trustee for and on behalf of the other finance parties. The loan had a two year maturity without intermediate payments bearing interest at LIBOR plus a margin and was drawn on April 9, 2014, to partially finance the deliveries of the *Methane Rita Andrea*, the *Methane Jane Elizabeth* and the *Methane Lydon Volney*. In connection with the closing of the Partnership's acquisition of the two entities that own the *Methane Rita Andrea* and the *Methane Jane Elizabeth* on September 29, 2014, GasLog entered into a supplemental deed to the facility agreement dated April 1, 2014 that, among other things, permitted the Partnership (or its subsidiary) to acquire GAS-sixteen Ltd. and GAS-seventeen Ltd. from GasLog and required, as a condition precedent to such acquisition, the Partnership and GasLog Partners Holdings LLC to guarantee the obligors obligations under the facility. The debt of \$217,000 was assumed by the Partnership for the acquisition of GAS-sixteen Ltd. and GAS-seventeen Ltd. On October 9, 2014, the Partnership prepaid \$25,000 from the proceeds of the follow-on equity offering. The assumed balance of \$192,000 was fully repaid on November 19, 2014. The balance outstanding as of December 31, 2015 related to GAS-eighteen Ltd. was \$108,500 and is repayable in full in April 2016 without intermediate payments. GAS-eighteen Ltd, is also required to maintain at all times minimum liquidity of \$1,500 and was in compliance as of December 31, 2015.

On May 14, 2014, in connection with the acquisition of the three additional LNG carriers from BG Group (Note 6), GAS-nineteen Ltd., GAS-twenty Ltd. and GAS-twenty one Ltd. signed a loan agreement of \$325,500 with Citibank N.A. London Branch, acting as security agent and trustee for and on behalf of the other finance parties. The loan has a two year maturity without intermediate payments bearing interest at LIBOR plus a margin and \$108,500 was drawn on June 3, 2014, on June 10, 2014 and on June 24, 2014 to partially finance the deliveries of the *Methane Shirley Elisabeth*, the *Methane Heather Sally* and the *Methane Alison Victoria* respectively. In connection with the closing of the Partnership's acquisition of the three entities that own the *Methane Shirley Elisabeth*, the *Methane Heather Sally* and the *Methane Alison Victoria* on July 1, 2015, GasLog Partners and GasLog Partners Holdings LLC were added as corporate guarantors in addition to GasLog, for the respective loan facility, replacing a previous guarantor, GasLog Carriers Ltd. The debt of \$325,500 was assumed by the Partnership of GAS-nineteen Ltd., GAS-twenty Ltd. and GAS-twenty one Ltd. Using the proceeds of the equity offering completed in June 2015, GasLog Partners prepaid \$10,000 of the GAS-nineteen Ltd. tranche on September 4, 2015, \$5,000 of the GAS-twenty Ltd. tranche on December 10, 2015 and \$5,000 of the GAS-twenty one Ltd. tranche on December 29, 2015. The aggregate balance outstanding under the facility as of December 31, 2015, was \$305,500 and repayable in full in June 2016 without intermediate payments. Each of the borrowers is required to have a minimum liquidity of \$1,500 following the loan drawdown date and was in compliance as of December 31, 2015.

(i) Citibank, Nordea Bank Finland plc, London Branch, DVB Bank America N.V., ABN Amro Bank N.V., Skandinaviska Enskilda Banken AB and BNP Paribas

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 in a loan agreement with Citibank 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 “GasLog Partners’ Credit 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 aforementioned refinancing was considered an extinguishment of the existing debt facilities. Consequently, the unamortized loan fees of \$9,019 were written off to profit or loss for the year ended December 31, 2014. The balance outstanding as of December 31, 2015 was \$427,500 and is repayable in 16 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.

On May 8, 2015, the Partnership entered into a supplemental deed relating to its Citibank N.A. loan facility, in which the lenders unanimously approved such changes to the facility agreement as were required to reflect the changes to the charters of three vessels agreed with BG Group on April 21, 2015. As the aforementioned deed did not result in substantially different terms to the original loan agreement, the amendments were considered a modification of the existing terms. Consequently, the additional fees of \$515 incurred during the year ended December 31, 2015 have been accounted for as deferred financing fees and will be amortized over the remaining term of the loan facility with the effective interest method.

(j) ABN Amro Bank N.V., Commonwealth Bank of Australia, Credit Agricole Corporate and Investment Bank, Deutsche Bank AG Filiale Deutschlandgeschäft and DNB Bank ASA, London Branch and ING Bank N.V., London Branch

On March 25, 2015, GAS-twenty six Ltd. and GAS-twenty seven Ltd., entered into a senior secured term loan facility of up to \$325,000 with ABN Amro Bank N.V., Commonwealth Bank of Australia, Credit Agricole Corporate and Investment Bank, Deutsche Bank AG Filiale Deutschlandgeschäft, DNB Bank ASA, London Branch and ING Bank N.V., London Branch, and a subordinated term loan facility of up to \$135,000 with ABN Amro Bank N.V., Credit Agricole Corporate and Investment Bank, Deutsche Bank AG Filiale Deutschlandgeschäft and DNB Bank ASA, London Branch for the purpose of financing the acquisition of the *Methane Becki Anne* and the *Methane Julia Louise* (Note 6). The available amounts were fully drawn on March 31, 2015. Both facilities bear interest at LIBOR plus a margin and each of the borrowers is required to have a minimum liquidity of \$1,500 following the loan drawdown date and was in compliance as of December 31, 2015. The balance outstanding as of December 31, 2015 of the senior secured term loan facility was \$325,000 and is repayable in one bullet installment on the final maturity date in March 2017. The balance outstanding as of December 31, 2015 of the subordinated term loan facility was \$135,000 and is repayable in four consecutive quarterly installments of \$33,750, beginning 15 months after the signing date (June 2016).

Securities covenants and guarantees

The obligations under the aforementioned facilities, with the exception of the subordinated term loan facility, are or with respect to the undrawn facility will be 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. In relation to the subordinated term loan facility drawn with Gas-twenty six Ltd. and GAS-twenty seven Ltd., this is secured by second priority mortgage and assignments. Obligations under the GasLog Partners’ Credit Facility are facilities guaranteed by the Partnership and GasLog Partners Holdings LLC, obligations under the GAS-nineteen Ltd., GAS-twenty Ltd. and GAS-twenty one Ltd. loan agreement are guaranteed by GasLog, the Partnership and GasLog Partners Holdings LLC, while obligations under the remaining facilities are guaranteed by GasLog and GasLog 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 under the facilities and any negative marked-to-market value arising under any hedging transaction. The Group was in compliance with the required minimum security coverage as of December 31, 2015 with the

exception of a marginal breach of \$375 in relation to GAS-eighteen Ltd. (the owner of the *Methane Lydon Volney*). The majority lenders under the relevant facility have confirmed that they have no intention to exercise their right to request additional security.

Committed Loan Facilities

On October 16, 2015, GasLog 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 will be 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. Amounts drawn will bear interest at LIBOR plus a margin. The obligations under the aforementioned facilities will be 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. Obligations under the facilities are guaranteed by GasLog and GasLog Carriers Ltd. The facilities include customary respective covenants, and among other restrictions the facilities include a fair market value covenant pursuant to which an event of default could occur under the facilities if the aggregate fair market value of the collateral vessels (without taking into account any charter arrangements) were to fall below 115% of the aggregate outstanding principal balance for the first two years after each drawdown and below 120% at any time thereafter. The financial covenants are applicable on a Group level and are substantially the same as those of the remaining GasLog facilities.

As of December 31, 2015, commitment, arrangement, coordination, agency, bookrunner and legal fees of \$17,874 for obtaining the financing are classified under Deferred financing cost in the statement of financial position and will be reclassified contra to debt on the drawdown dates.

Senior Unsecured Notes

On June 27, 2013, GasLog issued a senior unsecured bond of NOK 500,000 (or \$83,206 based on the exchange rate on June 27, 2013) that will mature on June 27, 2018. On May 2, 2014, GasLog closed a follow-on issue of the Norwegian bond of NOK 500,000 (or \$83,612 based on the exchange rate on closing date) at a premium of \$4,180 (based on the exchange rate on closing date). The total outstanding balance of the Norwegian bond, including the follow-on issue (the “Bond”) amounts to NOK 1 billion.

The Bond bears interest at NIBOR plus margin. Interest payments shall be made in arrears on a quarterly basis. GasLog may redeem the Bond in whole or in part as follows (Call Option): (a) with settlement date at any time from June 27, 2016 to but not including June 27, 2017 at 105.00% of par plus accrued interest on redeemed amount, (b) with settlement date at any time from June 27, 2017 to but not including December 27, 2017 at 103.00% of par plus accrued interest on redeemed amount, and (c) with settlement date at any time from December 27, 2017 to but not including the maturity date at 101.75% of par plus accrued interests on redeemed amount.

The carrying amount of the Bond, net of unamortized financing costs and unamortized premium, as of December 31, 2015 was \$112,185, while its fair value was \$115,406 based on a NOK/USD exchange rate of 0.1137 as of December 31, 2015.

Corporate guarantor financial covenants

GasLog Partners' financial covenants

GasLog Partners as corporate guarantor for the GasLog Partners Credit Facility 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 all unencumbered cash and cash equivalents must be not less than the higher of 3% of total indebtedness or \$15,000;
- (ii) total indebtedness divided by total assets must be less than 60%;
- (iii) 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%; and
- (iv) 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 GasLog Partners Credit Facility also imposes 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.

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, 2015.

GasLog's financial covenants

GasLog, as corporate guarantor for the loan facilities listed above except for the GasLog Partners Credit Facility, is subject to specified financial covenants on a consolidated basis. GasLog Carriers Ltd. is not subject to any financial covenants.

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%;
- (iii) 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%;
- (iv) the aggregate amount of all unencumbered cash and cash equivalents must be not less than the higher of 3% of total indebtedness or \$20,000 after the first drawdown;
- (v) GasLog is permitted to pay dividends, provided that the Group holds unencumbered cash and cash equivalents equal to at least 4% of its total indebtedness subject to no event of default having occurred or occurring as a consequence of the payment of such dividends; and
- (vi) the Group's market value adjusted net worth must at all times be not less than \$350,000.

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 facility, 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.

GasLog as issuer of the Bond is required to comply with the financial covenants (ii), (iii), (iv) and (vi) listed above. In addition, the NOK denominated bond agreement signed on June 25, 2013, between GasLog and the bond trustee, as amended, or the "Bond Agreement", includes a dividend restriction according to which the Group may not (i) declare or make any dividend payment or distribution, whether in cash or in kind, (ii) repurchase 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 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 dividend pursuant to the above may not be carried forward). On November 14, 2014, GasLog signed an amendment to its Bond Agreement to revise the covenants to reflect GasLog's growth and the anticipated growth of GasLog Partners. Under the amended agreement (a) GasLog is permitted to make Distributions up to an aggregate maximum per share, for the years 2015, 2016, 2017 and 2018 of \$1.00/share, \$1.10/share, \$1.20/share and \$1.30/share, respectively, provided that total indebtedness divided by total assets (giving pro forma effect for the Distribution) does not exceed 67.5% immediately after the Distribution is made, the ratio of EBITDA over debt service obligations on a trailing 12 months basis ending the quarter immediately prior to that in which the Distribution is made is not less than 115.0% and no event of default would result from such Distribution, (b) the amount of debt or committed debt availability that GasLog provides to GasLog Partners cannot exceed \$75,000, and (c) GasLog has agreed to pay a one-time fee of 1.0% of the face value of the Bond.

As the above mentioned amendments to the covenants did not result in substantially different terms to the Bond Agreement, the amendments are considered a modification of the terms of the Bond Agreement. Consequently, the additional fees incurred during the year ended December 31, 2014 which amounted to \$2,557 have been accounted as deferred financing fees and will be amortized over the remaining term of the Bond Agreement.

Compliance with the loan financial covenants is required on a semi-annual basis while compliance for the Bond covenants is required at all times. The Group was in compliance with all financial covenants as of December 31, 2015.

Loan Repayment Schedule

The maturity table below reflects the principal repayments of the loans outstanding as of December 31, 2015 based on the repayment schedule of the respective loan facilities (as described above):

	As of December 31, 2015
Not later than one year	645,193
Later than one year and not later than three years	769,678
Later than three year and not later than five years	703,022
Later than five years	289,880
Total	2,407,773

The weighted average interest rate for the outstanding loan facilities as of December 31, 2015 was 3.32% (December 31, 2014: 3.30%) excluding the fixed interest rate for the interest rate swaps where hedge accounting is not applicable (Note 24).

After excluding the unamortised 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.

13. Other Payables and Accruals

An analysis of other payables and accruals is as follows:

	As of December 31,	
	2014	2015
Social contributions	1,297	1,085
Unearned revenue	24,180	30,159
Accrued legal and professional fees	1,511	1,030
Accrued board of directors' fees	585	593
Accrued employee costs	4,141	4,955
Accrued off-hire	10,913	3,781
Accrued crew costs	3,030	5,244
Accrued purchases	4,523	6,207
Accrued financing cost	476	76
Accrued interest	6,087	7,713
Accrued brokerage commission on vessels' acquisition	—	4,600
Other accruals	904	1,641
Total	57,647	67,084

The unearned revenue represents charter hires received in advance in December 2015 relating to hire period of January 2016, for 14 vessels (December 2014: 11 vessels).

14. Vessel Operating and Supervision Costs

An analysis of vessel operating and supervision costs is as follows:

	For the year ended December 31,		
	2013	2014	2015
Employee costs	5,178	7,789	8,771
Crew wages	16,019	36,577	49,254
Technical maintenance expenses	5,344	12,753	20,364
Provisions and stores	1,966	3,199	4,962
Insurance expenses	1,864	4,882	7,407
Management fees	—	188	375
Vessels' tax	702	2,645	3,010
Other operating expenses	985	2,699	4,409
Total	32,058	70,732	98,552

15. Voyage Expenses and Commissions

An analysis of voyage expenses and commissions is as follows:

	For the year ended December 31,		
	2013	2014	2015
Brokers' commissions on revenue	1,385	3,554	4,678
Bunkers consumption	1,476	4,184	9,577
Adjustment for net pool allocation (Note 19)	—	—	35
Total	2,861	7,738	14,290

Bunkers consumption represents mainly bunkers consumed during vessels unemployment and off-hire.

16. General and Administrative Expenses

An analysis of general and administrative expenses is as follows:

	For the year ended December 31,		
	2013	2014	2015
Employee costs	13,276	16,344	17,276
Board of directors' fees	1,266	1,926	2,439
Share-based compensation	493	1,856	2,872
Rent and utilities	1,167	1,780	2,180
Travel and accommodation	1,202	2,277	2,161
Legal and professional fees	2,996	7,578	11,014
Foreign exchange differences, net	(661)	(271)	689
Directors' and officers' liability insurance	557	1,142	729
Other expenses	1,302	1,522	1,922
Total	21,598	34,154	41,282

17. Net Financial Income and Costs

An analysis of financial income and costs is as follows:

	For the year ended December 31,		
	2013	2014	2015
Financial Income			
Interest income	411	274	427
Total financial income	411	274	427
Financial Costs			
Amortization and write-off of deferred loan issuance costs and premium	3,620	15,362	11,355
Interest expense on loans and realized loss on cash flow hedges	20,415	43,743	68,253
Interest expense on Bond and realized loss on cross currency swaps	3,204	9,533	11,331
Other financial costs	612	2,941	1,017
Total financial costs	27,851	71,579	91,956

During the year ended December 31, 2014, an amount of \$9,019 representing the write-off of the unamortized deferred loan issuance costs in connection with the refinancing of the Partnership's credit facilities (Note 12) is included in Amortization and write-off of deferred loan issuance costs.

18. 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.

19. Related Party Transactions

The Group had the following balances with related parties which have been included in the consolidated statements of financial position:

Dividends receivable and due from related parties

	As of December 31,	
	2014	2015
Dividends receivable from associate (Note 5)	1,000	925
Commission for newbuildings	789	—
Due from Cool Pool Limited	—	249
Other receivables	80	171
Total	1,869	1,345

Pursuant to a commission agreement with Samsung, commissions due from the shipyard in relation to the newbuilding orders was paid by Samsung to DryLog Investments Ltd., an affiliate of Ceres Shipping. Upon receipt of the commissions, DryLog Investments Ltd. forwarded the payments to the vessel-owning subsidiaries, after deducting handling fees for each payment. The outstanding receivable as of December 31, 2015 is \$0 (December 31, 2014: \$789). Following the delivery of *GasLog Salem* in April 2015, this agreement is no longer in effect.

The amount due from Cool Pool Limited represents net revenue invoiced to GasLog which has not yet been collected.

Current Liabilities

	As of December 31,	
	2014	2015
Ship management creditors	97	60
Amounts due to related parties	181	163

Ship management creditors' liability comprises 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 \$163 (December 31, 2014: \$181) 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.

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, 2013, 2014 and 2015:

	Company	Details	Statement of income account	2013	2014	2015
(a)	Egypt LNG Shipping Ltd.	Vessel management	Revenues	714	731	607
(b)	Nea Dimitra Property	Office rent and utilities	General and administrative expenses	687	758	704
(b)	Nea Dimitra Property	Other office services	General and administrative expenses	—	57	—
(c)	Ceres Monaco S.A.M.	Office rent and utilities	General and administrative expenses	27	—	—
(d)	Euronav (UK) Agencies Ltd.	Office rent and utilities	General and administrative expenses	—	150	646
(d)	Euronav (UK) Agencies Ltd.	Professional services	General and administrative expenses	—	109	—
(e)	Seres S.A.	Catering	General and administrative expenses	151	195	196
(e)	Seres S.A.	Consultancy services	General and administrative expenses	53	53	42
(f)	C Transport Maritime S.A.M.	Claims and insurance fee	General and administrative expenses	86	110	54
(g)	Seaflight Aviation Limited	Travel expenses	General and administrative expenses	36	—	—
(g)	Chartwell Management Inc.	Travel expenses	General and administrative expenses	134	348	163
(h)	Unisea Maritime Ltd.	Office rent and utilities	General and administrative expenses	—	50	—
(i)	Blenheim Holdings Ltd.	Professional services	General and administrative expenses	—	—	38
(j)	Cool Pool Limited	Pool gross revenues	Revenues	—	—	2,469
(j)	Cool Pool Limited	Pool gross bunkers	Voyage expenses and commissions	—	—	1,838
(j)	Cool Pool Limited	Adjustment for net pool allocation	Voyage expenses and commissions	—	—	35

- ^(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. During the year ended December 31, 2014, the Group reimbursed Nea Dimitra for part of the renovation costs of the Piraeus office spaces.
- ^(c) Through its subsidiary GasLog Monaco S.A.M., the Group makes payments to Ceres Monaco S.A.M., an affiliate of Ceres Shipping, for its office space in Monaco. Ceres Monaco S.A.M. leases operating space pursuant to a service agreement with a third-party property owner, and the Group occupies a portion of the leased space. In connection with the office space arrangements, the subsidiary GasLog Monaco S.A.M. has entered into a service level agreement with Ceres Monaco S.A.M. The service level agreement was terminated in April 2012 when GasLog Monaco S.A.M. signed a rent agreement directly with the third party property owner. The amount charged in the year ended December 31, 2013 relates to reimbursement of some expenses paid by Ceres Monaco S.A.M. on behalf of GasLog Monaco S.A.M. During the year ended December 31, 2014, no expenses were paid by Ceres Monaco S.A.M.
- ^(d) Through its subsidiary GasLog Services (UK) Ltd., the Group makes payments to Euronav (UK) Agencies Ltd. ("Euronav UK"), a subsidiary of Euronav NV, whose major shareholder was Mr. Livanos until November 2015, for the use of its office space in London. Euronav UK leases operating space pursuant to a service agreement with a third-party property owner and the Group occupies a portion of the leased space. The Group pays Euronav UK £223 per year for the office space plus a stamp duty, which reflects a pro rata portion of the fees payable to the third-party property owner determined based on the amount of occupied space. In addition, as of December 31, 2014, the Group reimbursed Euronav UK for part of the legal fees and other professional charges relating to the execution of the lease agreement.
- ^(e) 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 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 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.
- ^(f) The Group through one of its subsidiaries, GasLog LNG Services Ltd., procured insurance for the vessels through C Transport Maritime SAM, an affiliate of Ceres Shipping, which has a dedicated insurance function. From July 1, 2011, this relationship is covered by a service agreement under which GasLog LNG Services Ltd. pays C Transport Maritime S.A.M. \$10 per owned vessel per annum and \$3 per managed vessel per annum. The service agreement was terminated in 2015.
- ^(g) Seaflyght Aviation Limited and Chartwell Management Inc. are entities controlled by the Livanos family, which provide travel services to GasLog's directors and officers.
- ^(h) Through GasLog the Group made payments to Unisea Maritime Ltd. ("Unisea Maritime"), an affiliate of Ceres Shipping, for the use of its office space in London. Unisea Maritime leased operating space pursuant to a service agreement with a third-party property owner and the Group occupied a portion of the leased space from January to August 2014. The Group paid Unisea Maritime £4 per month for its office space in London, which reflects a pro rata portion of the fees payable to the third-party owner determined based on the amount of occupied space.
- ⁽ⁱ⁾ Blenheim Holdings Ltd. that is controlled by Ceres Shipping (Note 1), requested reimbursement of professional expenses provided in 2015.
- ^(j) GasLog recognized gross revenues and voyage expenses of \$2,469 and \$1,838, respectively, from the operation of its vessels to the Cool Pool during the year ended December 31, 2015. The aforementioned pool results were further adjusted by \$35 to include the net allocation from the pool in accordance with the profit sharing terms specified in the Pool Agreement.

Compensation of key management personnel

The remuneration of directors and key management was as follows:

	For the year ended December 31,		
	2013	2014	2015
Remuneration	4,979	6,140	6,627
Short-term benefits	118	50	94
Expense recognized in respect of share-based compensation	349	1,245	1,173
Total	5,446	7,435	7,894

20. Share-Based Compensation

Omnibus Incentive Compensation Plan

On May 17, 2013, GasLog granted to executives, managers and certain employees of the Group, Restricted Stock Units (“RSU”) and Stock Appreciation Rights or Stock Options (collectively, the “SARs”) in accordance with its 2013 Omnibus Incentive Compensation Plan (the “Plan”). The RSUs will vest on April 29, 2016 while the SARs will vest incrementally with one-third of the SARs vesting on each of April 29, 2014, 2015 and 2016. The compensation cost for the SARs is recognized on an accelerated basis as though each separately vesting portion of the SARs is a separate award. Prior to the exercise date the holders will not have any voting rights and will not be entitled to dividends or other distributions.

The grant date was determined to be May 17, 2013, being the date the Group provided each concerned employee with the relevant agreements, which include information about the grant date, vesting and exercise periods, number of RSUs and SARs awarded, the exercise price in the case of SARs, and other information and which were signed by the employee as evidence of acceptance.

<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>
RSUs	64,792	May 17, 2013	n/a	n/a	11.95
SARs	325,943	May 17, 2013	April 29, 2023	13.26	2.3753

On April 1, 2014, GasLog granted to executives, managers and certain employees of the Group, 76,251 RSUs and 286,746 SARs in accordance with the Plan. The RSUs will vest on March 31, 2017 while the SARs will vest incrementally with one-third of the SARs vesting on each of March 31, 2015, 2016 and 2017. The compensation cost for the SARs is recognized on an accelerated basis as though each separately vesting portion of the SARs is a separate award. Prior to the exercise date the holders will not have any voting rights and will not be entitled to dividends or other distributions.

<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>
RSUs	76,251	April 1, 2014	n/a	n/a	22.58
SARs	286,746	April 1, 2014	March 31, 2024	24.00	6.0035

On April 1, 2015, GasLog granted to executives, managers and certain employees of the Group, 88,492 RSUs and 305,859 SARs in accordance with the Plan. The RSUs will vest on March 31, 2018 while the SARs will vest incrementally with one-third of the SARs vesting on each of March 31, 2016, 2017 and 2018. The compensation cost for the SARs is recognized on an accelerated basis as though each separately vesting portion of the SARs is a separate award. Prior to the exercise date the holders will not have any voting rights and will not be entitled to dividends or other distributions.

<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>
RSUs	88,492	April 1, 2015	n/a	n/a	19.48
SARs	305,859	April 1, 2015	March 31, 2025	19.48	5.6352

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:

Inputs into the model	2013	2014	2015
Grant date share closing price	\$ 13.26	\$ 24.00	\$ 19.48
Exercise price	\$ 13.26	\$ 24.00	\$ 19.48
Expected volatility	29.31%	29.42%	39.3%
Expected term	6 years	6 years	6 years
Risk-free interest rate for the period similar to the expected term	1.08%	2.03%	1.48%

The fair value of the RSUs in accordance with its 2013 Plan was determined by using the grant date closing price of \$13.26 per share and adjusting for the effect of the expected dividends to which holders of RSUs are not entitled using a risk-free interest rate of 0.4% for the three years until the expiry of the RSUs, which resulted in a fair value of \$11.95 per RSU.

The fair value of the RSUs in accordance with its 2014 Plan was determined by using the grant date closing price of \$24.00 per share and adjusting for the effect of the expected dividends which holders of RSUs are not entitled using a risk-free interest rate of 0.91% for the three years until the expiry of the RSUs which resulted in a fair value of \$22.58 per RSU.

The fair value of the RSUs in accordance with its 2015 Plan was determined by using the grant date closing price of \$19.48 per share 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, 2014	64,792	—	—	2.33	774
Granted during the year	76,251	—	—	—	1,722
Forfeited during the year	(1,374)	—	—	—	(31)
Outstanding as of December 31, 2014	139,669	—	—	1.82	2,465
Granted during the year	88,492	—	—	—	1,724
Vested during the year	(3,373)	—	—	—	(54)
Forfeited during the year	(7,820)	—	—	—	(149)
Outstanding as of December 31, 2015	216,968	—	—	1.38	3,986
SARs					
Outstanding as of January 1, 2014	325,943	13.26	—	9.33	774
Granted during the year	286,746	24.00	—	—	1,722
Exercised during the year	(20,614)	13.26	26.89	—	(49)
Forfeited during the year	(1,722)	24.00	—	—	(10)
Outstanding as of December 31, 2014	590,353	18.45	—	8.78	2,437
Granted during the year	305,859	19.48	—	—	1,724
Expired during the year	(7,247)	15.98	—	—	(24)
Forfeited during the year	(15,737)	19.47	—	—	(81)
Outstanding as of December 31, 2015	873,228	18.81	—	8.28	4,056

As of December 31, 2015, 291,676 SARs have vested but not been exercised.

On April 1, 2015, GasLog Partners 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 on March 31, 2018

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-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.

Awards	Number	Grant date	Fair value at grant date
RCUs	16,999	April 1, 2015	\$ 24.12
PCUs	16,999	April 1, 2015	\$ 24.12

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 in accordance with the GasLog Partners' Plan was determined by using the grant date closing price of \$24.12 per common unit and was not further adjusted since the holders are entitled to cash distribution.

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, 2015	—	—	—
Granted during the year	16,999	—	410
Outstanding as of December 31, 2015	16,999	2.25	410
PCUs			
Outstanding as of January 1, 2015	—	—	—
Granted during the year	16,999	—	410
Outstanding as of December 31, 2015	16,999	2.25	410

The total expense recognized in respect of share-based compensation for the year ended December 31, 2015 was \$2,872 (December 31, 2014: \$1,856 and December 31, 2013: \$493). The total accrued cash distribution as of December 31, 2015 is \$81 (December 31, 2014: \$0) and is included under "Other non-current liabilities".

21. Commitments

(a) On December 31, 2014 and 2015 the Group had the following commitments as lessee relating to buildings under operating leases:

	As of December 31,	
	2014	2015
Not later than one year	1,005	1,804
Later than one year and not later than three years	1,134	2,614
Later than three years and not later than five years	694	1,239
More than five years	1,154	778
Total operating lease commitment	3,987	6,435

The rental expense relating to operating leases for the year ended December 31, 2015 was \$1,493 (December 31, 2014: \$1,081 and December 31, 2013: \$623).

(b) Commitments relating to the vessels under construction (Note 6) on December 31, 2014 and 2015 payable to Samsung and Hyundai were as follows:

	As of December 31,	
	2014	2015
Not later than one year	239,285	720,753
Later than one year and not later than three years	1,437,433	566,750
Later than three years and not later than five years	—	163,600
Total vessel construction commitment	1,676,718	1,451,103

GasLog has issued performance guarantees in favor of Samsung and Hyundai for the outstanding commitments relating to the vessels under construction.

(c) Future gross minimum revenues upon collection of hire under non-cancellable time charter agreements for vessels in operation as of December 31, 2014 and December 31, 2015 are as follows (30 off-hire days are assumed when each vessel will undergo scheduled drydocking; 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,	
	2014	2015
Not later than one year	356,320	399,093
Later than one year and not later than three years	639,118	679,971
Later than three years and not later than five years	472,672	449,594
Later than five years	156,710	277,653
Total future gross minimum charter hire	1,624,820	1,806,311

Future gross minimum lease revenues disclosed in the above table excludes the revenues of the vessels that are under construction as of December 31, 2015 (Note 6). For these vessels, the following charter party agreements have been signed:

- In January 2013, GAS-eleven Ltd. and GAS-twelve Ltd. signed time charter agreements with a subsidiary of BG Group for the employment of the vessels for ten years starting from the date of their delivery, with charterer options to extend the agreements for additional periods.
- In August 2013, GAS-thirteen Ltd. and GAS-fourteen Ltd. signed time charter agreements with a subsidiary of BG Group for the employment of the vessels for seven years starting from the date of their delivery, with charterer options to extend the agreements for additional periods.
- In April 2015, GAS-twenty two Ltd., GAS-twenty three Ltd. and GAS-twenty four Ltd. signed time charter agreements with a subsidiary of BG Group for the employment of the vessels for average initial terms of approximately 9.5 years, commencing mid-2018 and early 2019.

(d) Related to the acquisition of the six vessels from a subsidiary of BG Group in 2014 and another two vessels in 2015, the Group is committed to purchase depot spares from BG Group with an aggregate value of \$8,000, of which depot spares with value \$660 have been purchased and paid as of December 31, 2015 and are included in Tangible fixed assets (Note 6). The remaining spares should be acquired before the end of the initial term of the charter party agreements.

(e) On November 2, 2015, following execution of a letter agreement between GasLog and MSL reimbursing MSL the sum of \$2,654 for value as of November 1, 2015, adjusted for future value through January 2020 up to \$3,801, allowing for the future use of the reimbursement amount against the funding of specific MSL projects, such as costs associated with change orders on LNG newbuildings and or modifications of existing vessels as agreed between the parties. As of December 31, 2015, the outstanding commitment is \$2,673.

(f) Other Guarantees:

As of December 31, 2015, GasLog LNG Services Ltd. has provided bank guarantees as follows:

- Up to \$1,250 (December 31, 2014: \$1,250) to third parties relating to the satisfactory performance of its ship management activities;
- \$789 (December 31, 2014: \$878) relating to the social security fund for Greek seamen; and
- Bank guarantee of \$10 (December 31, 2014: \$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.

22. Financial Risk Management

The Group's activities expose it to a variety of financial risks, including market price 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.

Market risk

Interest rate risk: Interest rate risk is the risk that interest costs will fluctuate due to changes in market interest rates. The Group's financial income and operating cash flows fluctuate based on changes in market interest rates as the Group has loans that bear interest at floating rates. The Group uses interest rate swaps to manage its exposure to interest rate movements on bank borrowings. At December 31, 2015, the Group has hedged 43.61% of its variable rate interest exposure relating to its existing loan facilities and the Bond by swapping the variable rate to a fixed rate (December 31, 2014: 53.90%).

The fair value of the interest rate swaps as of December 31, 2015 was estimated as a net liability of \$16,561 (December 31, 2014: \$15,444). The effective movement in the fair value of the interest rate swaps designated as cash flow hedging instruments (Note 24) amounting to \$979 loss (December 31, 2014: \$6,515 loss and December 31, 2013: \$6,083 gain) was recognized directly in equity.

Interest rate sensitivity analysis: 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 swaps liabilities increases when interest rates decrease and decreases when interest rates increase. As of December 31, 2015, 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 and cross currency swaps would have amounted to approximately \$3,349 (December 31, 2014: \$4,405 and December 31, 2013: \$4,520). This amount would have affected other comprehensive income by \$1,483 (December 31, 2014: \$2,192 and December 31, 2013: \$1,526) and the loss on swaps by \$1,866 (December 31, 2014: \$2,213 and December 31, 2013: \$2,994). During the year ended December 31, 2015, if interest rates had increased or decreased by 10 basis points with all other variables held constant, the increase/(decrease), respectively, in interest expense on the un-hedged portion of the Group's loans would have amounted to approximately \$1,315 (December 31, 2014: \$678 and December 31, 2013: \$221).

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 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 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 Euros. The Group has entered into cross currency swaps (Note 24) to hedge its currency exposure from the Bond. In addition, management monitors the exchange rate fluctuations on a continuous basis. As an indication of the extent of the Group's sensitivity to changes in exchange rate, a 10% increase in the average euro/dollar exchange rate would have decreased the Group's profit and cash flows during the year ended December 31, 2015 by \$7,813, based upon its expenses during the year (December 31, 2014: \$6,893 and December 31, 2013: \$4,118).

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 Group is not significantly exposed to liquidity risk resulting from the commitments under the vessel construction contracts as bank facilities have been contracted to meet the obligations.

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 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, 2014							
Trade and other accounts payable		7,134	961	1,573	—	—	9,668
Due to related parties		181	—	—	—	—	181
Other payables and accruals*		3,065	29,167	1,235	—	—	33,467
Other non-current liabilities		—	—	—	—	977	977
Variable interest loans	2.71%	4,954	65,272	93,886	1,400,500	399,054	1,963,666
Bond		—	2,314	7,427	159,282	—	169,023
Total		15,334	97,714	104,121	1,559,782	400,031	2,176,982
December 31, 2015							
Trade and other accounts payable		11,877	322	192	—	—	12,391
Due to related parties		163	—	—	—	—	163
Other payables and accruals*		7,584	28,370	971	—	—	36,925
Other non-current liabilities		—	—	—	518	760	1,278
Variable interest loans	2.97%	7,223	68,141	624,498	1,467,432	297,551	2,464,845
Bond		—	2,763	8,480	130,717	—	141,960
Total		26,847	99,596	634,141	1,598,667	298,311	2,657,562

* Excludes Unearned revenue as it is not a financial liability.

The amounts included above for variable interest rate instruments is 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 liabilities. 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

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, 2014						
Interest rate swaps	540	3,010	10,693	3,954	(1,274)	16,923
Cross currency swaps	—	448	1,858	35,221	—	37,527
Total	540	3,458	12,551	39,175	(1,274)	54,450
December 31, 2015						
Interest rate swaps	152	2,266	7,053	7,355	(47)	16,779
Cross currency swaps	—	883	3,102	53,960	—	57,945
Total	152	3,149	10,155	61,315	(47)	74,724

The Group expects to be able to meet its current obligations resulting from financing and operating its vessels using the liquidity existing at year end, the refinancing signed in February 2016 (Note 28), the proceeds from the sale and leaseback transaction completed in February 2016 (Note 28) and cash generated by operating activities. The Group expects to be able to meet its long-term obligations resulting from financing its vessels through cash generated from operations.

Credit risk

Credit risk is the risk that a counterparty will fail to discharge its obligations and cause a financial loss. The Group is exposed to credit risk in the event of non-performance by any of its counterparties. To limit this risk, the Group deals exclusively with financial institutions and customers with high credit ratings.

	As of December 31,	
	2014	2015
Cash and cash equivalents	211,974	302,988
Short-term investments	28,103	6,000
Trade and other receivables	14,317	16,079
Dividends receivable and due from related parties	1,869	1,345
Restricted cash	22,826	62,718
Derivative financial instruments	1,174	61

For the year ended December 31, 2015, 83.1% of the Group's revenue was earned from BG Group and 11.8% from Royal Dutch Shell plc ("Shell"). For the year ended December 31, 2014, 80.1% of the Group's revenue was earned from BG Group and 11.7% from Shell and for the year ended December 31, 2013, approximately all of the Group's revenue was mainly earned from BG Group 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, 2015. 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.

23. 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 as follows:

	As of December 31,	
	2014	2015
Borrowings, current portion	116,431	636,897
Borrowings, non-current portion	1,778,845	1,737,500
Total debt	1,895,276	2,374,397
Total equity	1,253,037	1,507,920
Total debt and equity	3,148,313	3,882,317
Gearing ratio	60.20%	61.16%

24. Derivative Financial Instruments

The fair value of the derivative assets is as follows:

	As of December 31,	
	2014	2015
Derivative assets designated and effective as hedging instruments carried at fair value		
Interest rate swaps	87	—
Derivative assets carried at fair value through profit or loss (FVTPL)		
Interest rate swaps	1,087	61
Total	1,174	61
Derivative financial instruments, non-current asset	1,174	61
Total	1,174	61

The fair value of the derivative liabilities is as follows:

	As of December 31,	
	2014	2015
Derivative liabilities designated and effective as hedging instruments carried at fair value		
Interest rate swaps	8,327	8,410
Cross currency swaps	35,282	56,152
Derivative liabilities carried at fair value through profit or loss (FVTPL)		
Interest rate swaps	8,291	8,212
Total	51,900	72,774
Derivative financial instruments, current liability	16,149	14,243
Derivative financial instruments, non-current liability	35,751	58,531
Total	51,900	72,774

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 three-month 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

The principal terms of the interest rate swaps designated as cash flow hedging instruments were as follows:

Subsidiary	Counterparty	Trade Date	Effective Date	Termination Date	Fixed Interest Rate	Notional Amount	
						December 31, 2014	December 31, 2015
GAS-two Ltd.	DNB Bank ASA	Sept 2013	Feb 2014	April 2018	1.69%	31,667	—
GAS-two Ltd.	SEB ⁽¹⁾	Sept 2013	Feb 2014	April 2018	1.66%	31,667	—
GAS-six Ltd.	Nordea Bank Finland	Nov 2011	July 2013	July 2018	2.04%	69,485	65,074
GAS-nine Ltd.	CBA ⁽²⁾	April 2014	Dec 2014	Dec 2019	2.23%	62,500	59,024
GAS-nine Ltd.	DNB Bank ASA	April 2014	Dec 2014	Dec 2019	2.24%	62,500	59,024
GAS-ten Ltd.	SEB ⁽¹⁾	April 2014	Feb 2015	Feb 2020	2.25%	62,500	59,893
GAS-ten Ltd.	ING Bank N.V.	May 2014	Feb 2015	Feb 2020	2.23%	62,500	59,893
GAS-fifteen Ltd. ⁽³⁾	Citibank	July 2014	Sept 2014	Sept 2018	0.66%/2.89%	93,330	86,660
						476,149	389,568

⁽¹⁾ Skandinaviska Enskilda Banken AB (publ)

⁽²⁾ Commonwealth Bank of Australia

⁽³⁾ The fixed interest rate is agreed at 0.66% until September 2016 and at 2.89% from September 2016 to September 2018.

The derivative instruments listed above qualified as cash flow hedging instruments for accounting purposes as of December 31, 2015.

For the year ended December 31, 2015, the effective portion of changes in the fair value of derivatives designated as cash flow hedging instruments amounting to \$7,279 loss has been recognized in Other comprehensive income (December 31, 2014: \$9,885 loss, December 31, 2013: \$2,459 gain). For the year ended December 31, 2015, a loss of \$6,300, was recycled to profit or loss representing the realized loss on interest rate swaps in relation to the interest expenses component of the hedge (December 31, 2014: \$3,370 loss, December 31, 2013: \$3,624 loss).

Interest rate swaps held for trading

The principal terms of the interest rate swaps held for trading were as follows:

Subsidiary	Counterparty	Trade Date	Effective Date	Termination Date	Fixed Interest Rate	Notional Amount	
						December 31, 2014	December 31, 2015
GAS-eight Ltd.	SEB	Feb 2012	Mar 2014	Mar 2021	2.26%	41,684	39,263
GAS-eight Ltd.	ING Bank N.V.	Feb 2012	Mar 2014	Mar 2021	2.26%	41,684	39,263
GAS-eight Ltd.	SEB	May 2012	Mar 2014	Mar 2021	2.05%	13,416	12,636
GAS-eight Ltd.	ING Bank N.V.	May 2012	Mar 2014	Mar 2021	2.05%	13,416	12,636
GAS-eight Ltd.	DNB Bank ASA	May 2012	Mar 2014	Mar 2021	2.05%	13,416	12,636
GAS-eight Ltd.	CBA	May 2012	Mar 2014	Mar 2021	2.06%	13,416	12,636
GAS-one Ltd. ⁽¹⁾	Danish Ship Finance	Oct 2011	Nov 2011	May 2020	2.10%	68,516	64,095
GAS-one Ltd. ⁽¹⁾	Danish Ship Finance	June 2013	Aug 2013	May 2020	2.03%	59,385	55,554
GAS-six Ltd. ⁽¹⁾	ABN-AMRO Bank	May 2012	July 2013	July 2019	1.72%	58,831	55,096
GAS-seven Ltd. ⁽¹⁾	Credit Suisse AG	Mar 2012	Nov 2013	Nov 2020	2.23%	102,000	96,000
GAS-seven Ltd. ⁽¹⁾	Credit Suisse AG	April 2014	May 2014	May 2019	1.77%	34,000	32,000
GAS-two Ltd. ⁽¹⁾	CBA	Sept 2013	Feb 2014	April 2018	1.69%	31,667	28,333
GAS-two Ltd. ⁽²⁾	DNB Bank ASA	Sept 2013	Feb 2014	April 2018	1.69%	—	28,333
GAS-two Ltd. ⁽²⁾	SEB	Sept 2013	Feb 2014	April 2018	1.66%	—	28,333
						491,431	516,814

⁽¹⁾ During the year ended December 31, 2015, the amount of the cumulative loss from the period that these hedges were effective that was recycled to profit or loss was \$1,129 (December 31, 2014: \$6,641, including the effect from the interest rate swaps of GAS-three Ltd., GAS-four Ltd. and GAS-five Ltd. terminated in 2014, December 31, 2013: \$2,293).

⁽²⁾ In 2015, hedge accounting for these interest rate swaps was discontinued because the effectiveness criteria were not met. The amount of the cumulative loss from the period that the hedges were effective, that was recycled to profit or loss for the year ended December 31, 2015 was \$161.

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, 2015 amounted to a net loss of \$149 (December 31, 2014: \$7,873 loss, December 31, 2013: \$19,829 gain), which was recognized against profit or loss in the period incurred and is included in Gain/(loss) on swaps. During the year ended December 31, 2015, the net loss of \$149 derived mainly from the fact that the LIBOR yield curve, which was used to calculate the present value of the estimated future cash flows, was lower than the agreed fixed interest rates resulting in an increase in derivative liabilities from interest rate swaps held for trading.

Cross currency swap agreements

The Group enters into CCSs which convert 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, in order to hedge the Group's exposure to fluctuations deriving from its senior unsecured notes.

In June 2013, GasLog entered into three CCSs to exchange interest payments and principal on maturity on the same terms as the NOK Bond (Note 12), thereby hedging the variability of the USD functional currency equivalent cash flows on the Bond.

In April 2014, GasLog entered into three CCSs to exchange interest payments and principal on maturity on the same terms as the additional NOK Bond (Note 12), thereby hedging the variability of the USD functional currency equivalent cash flows on the Bond.

The CCSs qualified 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, 2014	December 31, 2015
GasLog Ltd.	DNB Bank ASA	June 2013	June 2013	June 2018	7.40%	27,732	27,732
GasLog Ltd.	SEB	June 2013	June 2013	June 2018	7.41%	27,731	27,731
GasLog Ltd.	Nordea Bank Finland	June 2013	June 2013	June 2018	7.43%	27,743	27,743
GasLog Ltd.	DNB Bank ASA	April 2014	May 2014	June 2018	5.99%	27,871	27,871
GasLog Ltd.	SEB	April 2014	May 2014	June 2018	5.99%	27,871	27,871
GasLog Ltd.	Nordea Bank Finland	April 2014	May 2014	June 2018	5.99%	27,871	27,871
						166,819	166,819

For the year ended December 31, 2015, the effective portion of changes in the fair value of CCSs amounting to a loss of \$23,584 has been recognized in Other comprehensive income (December 31, 2014: \$37,722 loss, December 31, 2013: \$2,388 loss). For the year ended December 31, 2015, a loss of \$2,714 was recycled to profit or loss representing the realized loss on CCSs in relation to the interest expenses component of the hedge (December 31, 2014: \$60 gain, December 31, 2013: \$106 loss). Additionally, for the year ended December 31, 2015, a gain of \$21,000, was recognized in Other comprehensive income in relation to the retranslation of the Bond in U.S. dollars as of December 31, 2015 (December 31, 2014: \$31,106 gain, December 31, 2013: \$972 gain).

An analysis of Gain/(loss) on swaps is as follows:

	For the year ended December 31,		
	2013	2014	2015
Inception loss for cash flow hedges	(318)	—	—
Unrealized gain/(loss) on interest rate swaps held for trading	19,829	(7,873)	(149)
Realized loss on interest rate swaps held for trading	(5,729)	(10,310)	(8,904)
Recycled loss of cash flow hedges reclassified to profit or loss	(2,293)	(6,641)	(1,290)
Ineffective portion of cash flow hedges	9	37	11
Total	11,498	(24,787)	(10,332)

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 cross currency swaps. The interest rate swaps and 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 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).

25. Non-cash Items on Statements of Cash Flows

As of December 31, 2015, there were capital expenditures for vessels and vessels under construction of \$12,576 that have not been paid during the year ended December 31, 2015 and were included in current liabilities (December 31, 2014: \$7,999, December 31, 2013: \$691, net receivable).

As of December 31, 2015, there were equity raising costs of \$59 that have not been paid during the year ended December 31, 2015 and were included in current liabilities (December 31, 2014: \$174, December 31, 2013: \$0).

As of December 31, 2015, there were loan issuance costs of \$247 that have not been paid during the year ended December 31, 2015 and were included in current liabilities (December 31, 2014: \$903, December 31, 2013: \$2,494).

26. 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.

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.

The Group did not qualify for this exemption for the three years ended December 31, 2015; however, the effect on the results is insignificant.

27. Earnings per share (“EPS”)

Basic earnings per share was calculated by dividing the net profit for the year attributable to the owners of the common shares by the weighted average number of common shares issued and outstanding during the year.

Diluted EPS is calculated by dividing the profit for the year attributable to the owners of the Group 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 and share data used in the basic and diluted earnings per share computations:

	For the year ended December 31,		
	2013	2014	2015
Basic earnings per share			
Profit for the year attributable to owners of the Group	56,929	42,161	10,829
Less: Dividends on preferred stock	—	—	7,379
Profit for the year available to owners of the Group	56,929	42,161	3,450
Weighted average number of shares outstanding, basic	62,863,665	78,633,820	80,496,314
Basic earnings per share	0.91	0.54	0.04
Diluted earnings per share			
Profit for the year available to owners of the Group used in the calculation of diluted EPS	56,929	42,161	3,450
Weighted average number of shares outstanding, basic	62,863,665	78,633,820	80,496,314
Dilutive potential ordinary shares	—	166,372	114,106
Weighted average number of shares used in the calculation of diluted EPS	62,863,665	78,800,192	80,610,420
Diluted earnings per share	0.91	0.54	0.04

The Group excluded the dilutive effect of 576,014 SARs and 83,751 RSUs in calculating diluted EPS for the year ended December 31, 2015, as they were anti-dilutive (December 31, 2014: 285,024 SARs and 74,877 RSUs).

28. Subsequent Events

On February 18, 2016, GasLog entered into a credit agreement to refinance the existing indebtedness on five of its contracted vessels of up to \$576,500 (the “Five Vessel Refinancing”) for debt maturities which were due in 2016 and 2017. It is comprised of a five-year senior tranche facility of up to \$396,500 and a two-year bullet junior tranche of up to \$180,000. The vessels covered by the Five Vessel Refinancing are the GasLog-owned *Methane Lydon Volney* and *Methane Becki Anne* and the GasLog Partners-owned *Methane Alison Victoria*, *Methane Shirley Elisabeth* and *Methane Heather Sally*. ABN AMRO Bank N.V. and DNB (UK) Ltd. were mandated lead arrangers

to the transaction. The other banks in the syndicate are: 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.

On February 24, 2016, GasLog's subsidiary, GAS-twenty six Ltd., completed the ship sale and leaseback transaction with a subsidiary of Mitsui Co. Ltd. ("Mitsui") for the sale and leaseback of the *Methane Julia Louise*. Mitsui has the right to on-sell and lease back the vessel. The vessel was sold to Mitsui for a total consideration approximately equivalent to its current book value. GasLog has leased back the vessel under a bareboat charter from Mitsui 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. GasLog Partners retains its option to purchase the special purpose entity that controls the charter revenues of this vessel. This entity, together with the revenues from the charter, continues to be eligible for dropdown into GasLog Partners. The vessel remains on its eleven year charter with MSL. This transaction does not meet the held for sale classification criteria under IFRS 5 *Non-current assets held for sale*. Following the completion of this transaction, the outstanding debt of GAS-twenty six Ltd. of \$230,000 was prepaid.

In connection to the aforementioned sale and leaseback transaction, GasLog entered into a consulting agreement with Unisea Maritime (Note 19), under the terms of which 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 (incurred in line with the Group 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%.

On February 24, 2016, the board of directors declared a quarterly cash dividend of \$0.14 per common share paid on March 17, 2016 to shareholders of record as of March 7, 2016.

On February 25, 2016, a supplemental deed was signed with the lenders of the GAS-eight Ltd., GAS-nine Ltd. and GAS-ten Ltd. loan facility, permitting GasLog to withdraw the \$21,000 maintained in blocked accounts for each of GAS-nine Ltd. and GAS-ten Ltd. (Note 12), provided GasLog has an executed guarantee or letter of credit with a minimum duration of six months. In connection to this, on February 26, 2016, GasLog entered into two bank guarantees, issued by BNP Paribas S.A. for GAS-nine Ltd. and GAS-ten Ltd. of \$21,000 each. The bank guarantees bear interest at a margin and are available for a period of up to two years. Consequently, \$42,000 was reclassified from Restricted cash to Cash and cash equivalents.

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This Indemnification Agreement (this “Agreement”) is made as of [●] by and between GasLog Ltd., a Bermuda exempted company (the “Company”), and [●] (the “Indemnitee”), a Director and/or Officer of the Company.

WHEREAS it is essential to the Company to retain and attract as Directors and Officers the most capable persons available, and

WHEREAS the Bye-laws of the Company (the “Bye-laws”) require indemnification of the directors and officers of the Company to the fullest extent permitted under the Companies Act 1981 of Bermuda, as amended from time to time, except in matters involving fraud or dishonesty on the part of such persons, and

WHEREAS it is the express policy of the Company to indemnify its Directors and Officers so as to provide them with the maximum possible protection permitted by law, and

WHEREAS the Company does not regard the protection available to the Indemnitee as adequate in the present circumstances, and realizes that the Indemnitee may not be willing to serve as a Director and/or Officer without adequate protection, and the Company desires the Indemnitee to serve in such capacity;

NOW, THEREFORE, in consideration of the Indemnitee’s service as a Director and/or Officer after the date hereof, the parties agree as follows:

1. Definitions

1.1 As used in this Agreement:

(a) The term “Proceeding” shall include any threatened, pending or completed action, suit or proceeding, whether brought by or in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature;

(b) The term “Expenses” shall include, but is not limited to, (i) expenses of investigations, judicial or administrative proceedings or appeals, (ii) damages, judgments, fines, amounts paid in settlement by or on behalf of the Indemnitee, (iii) attorneys’ fees and disbursements and (iv) any expenses of establishing a right to indemnification under this Agreement; and

(c) The terms “Director” and “Officer” shall include the Indemnitee’s service at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise as well as a Director and/or Officer of the Company.

2. Indemnity of Director and/or Officer

Subject only to the limitations set forth in Section 3, the Company will pay on behalf of the Indemnitee all Expenses actually incurred by the Indemnitee in relation to any claim or claims made against him in a Proceeding by reason of the fact that he is or was a Director and/or Officer. The Company will also pay all such Expenses relating to the Indemnitee's acting as a witness in a Proceeding and in respect of any Proceeding relating to this Agreement or with respect to the Indemnitee's entitlement to indemnification by the Company pursuant to the Bye-laws or any statute, rule or otherwise.

3. Limitations on Indemnity

3.1 The Company shall not be obligated under this Agreement to make any payment of Expenses to the Indemnitee.

(a) which payment it is prohibited by applicable law from paying as indemnity;

(b) for which payment is actually made to the Indemnitee under an insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

(c) for which payment the Indemnitee is indemnified by the Company otherwise than pursuant to this Agreement;

(d) resulting from a claim decided in a Proceeding adversely to the Indemnitee based upon or attributable to the Indemnitee gaining in fact any personal profit or advantage to which he was not legally entitled;

(e) brought about or contributed to by the fraud or dishonesty of the Indemnitee seeking payment hereunder; provided, however, that the Indemnitee shall be indemnified under this Agreement as to any claims upon which suit may be brought against him by reason of any alleged dishonesty on his part, unless it shall be decided in a Proceeding that he committed (i) acts of active and deliberate dishonesty, (ii) with actual dishonest purpose and intent, and (iii) which acts were material to the cause of action so adjudicated.

3.2 For purposes of Sections 3 and 4, the phrase "decided in a Proceeding" shall mean a decision by a court, arbitrator(s), hearing officer or other judicial agent having the requisite legal authority to make such a decision, which decision has become final and from which no appeal or other review proceeding is permissible.

4. Advance Payment of Costs

4.1 Expenses incurred by the Indemnitee in defending a claim against him in a Proceeding shall be paid promptly by the Company as incurred and in advance of the final disposition of such Proceeding;

4.2 The Indemnatee hereby agrees and undertakes to repay such amounts advanced if it shall be decided in a Proceeding that he is not entitled to be indemnified by the Company pursuant to this Agreement or otherwise. The Indemnatee shall not be required to post bond or other security to support this undertaking.

5. Enforcement

If a claim under this Agreement is not paid by the Company, or on its behalf, within 10 business days after a written claim has been received by the Company, the Indemnatee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and if successful in whole or in part, the Indemnatee shall also be entitled to be paid the Expenses of prosecuting such claim.

6. Subrogation

In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnatee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

7. Insurance

The Company shall maintain an insurance policy providing directors' and officers' liability insurance in such amounts as the Company shall reasonably determine to be prudent for similarly situated companies whose securities are listed on the New York Stock Exchange, and the Indemnatee shall be entitled to coverage up to the maximum coverage made available for any director or officer of the Company.

8. Company Assumption of Defence

The Company shall be entitled to participate in the defence of any Proceeding or to assume the defence thereof, with counsel approved by the Indemnatee, which approval shall not be unreasonably withheld, conditioned or delayed, upon the delivery to the Indemnatee of written notice of its election to do so; provided, however, that in the event that (i) the use of counsel chosen by the Company to represent the Indemnatee would present such counsel with an actual or potential conflict, (ii) the named parties in any such Proceeding (including any impleaded parties) include both the Company and the Indemnatee and the Indemnatee shall conclude that there may be one or more legal defences available to him that are different from or in addition to those available to the Company or (iii) any such representation by the Company would be precluded under the applicable standards of professional conduct then prevailing, then the Indemnatee will be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Proceeding) at the Company's expense.

9. Notice

9.1 The Indemnatee, as a condition precedent to his right to be indemnified under this Agreement, shall give to the Company notice in writing as soon as practicable after becoming aware of any claim made against him for which indemnity will or could be sought under this Agreement, together with such information and cooperation as it may reasonably require.

9.2 Notice to the Company shall be given at its principal office and shall be directed to the Company's Secretary (or such other address as the Company shall designate in writing to the Indemnatee).

9.3 Notice shall be deemed received if sent by prepaid mail properly addressed, the date of such notice being the date postmarked.

10. Saving Clause

If this Agreement or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify the Indemnatee to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated or by any other applicable law.

11. Indemnification Hereunder Not Exclusive

Nothing herein shall be deemed to diminish or otherwise restrict the Indemnatee's right to indemnification under any provision of the constitutional documents of the Company, under Bermuda law or under any contract or agreement or otherwise.

12. Applicable Law

The terms and conditions of this Agreement and the rights of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of Bermuda. The parties to this Agreement hereby irrevocably agree that the courts of Bermuda shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which may arise out of or in connection with this Agreement and waive any objection to such proceedings in the courts of Bermuda on the grounds of venue or on the basis that they have been brought in an inconvenient forum.

13. Changes in Law

In the event that a change in applicable law after the date of this Agreement, whether by statute, rule or judicial decision, expands or otherwise increases the right or ability of a Bermuda exempted company to indemnify (or to otherwise pay or advance Expenses as to any Proceeding for the benefit of) a member of its board of directors or an officer of the Company, the Indemnatee shall, by this Agreement, enjoy the greater benefits so afforded by such change. In the event that a change in applicable law after the date of this Agreement, whether by statute, rule or judicial decision, narrows or otherwise reduces the right or ability of a Bermuda exempted company to indemnify (or to

otherwise pay or advance Expenses as to any Proceeding for the benefit of) a member of its board of directors or an officer of the Company, such change shall have no effect on this Agreement or any of the Indemnatee’s rights hereunder, except and only to the extent required by law.

14. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute the original.

15. Successors and Assigns

This Agreement shall be binding upon the Company and its successors and assigns.

16. Continuation of Indemnification

The indemnification under this Agreement shall continue as to the Indemnatee even though he may have ceased to be a Director and/or Officer and shall inure to the benefit of the heirs and personal representatives of the Indemnatee.

17. Coverage of Indemnification

The indemnification under this Agreement shall cover the Indemnatee’s service as a Director and/or Officer prior to or after the date of the Agreement.

AGREED by the Parties through their authorised signatories on the date first written above:

For, and on behalf of

GasLog Ltd.

By _____
Name:

Date

For, and on behalf of

the Indemnatee

By _____
Name:

Date



Dated 16 October 2015

**THE ENTITIES LISTED IN SCHEDULE 1
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
(together as Arrangers)**

**with
NORDEA BANK AB, LONDON BRANCH
as Agent**

**CITIBANK, N.A., LONDON BRANCH
as ECA Agent**

**NORDEA BANK AB, LONDON BRANCH
as Security Agent**

**CITIBANK, N.A., LONDON BRANCH
and
NORDEA BANK AB, LONDON BRANCH
as Global Co-ordinators and Bookrunners**

**CITIBANK, N.A., LONDON BRANCH
as ECA Co-ordinator**

**guaranteed by
GASLOG LTD.
and
GASLOG CARRIERS LTD.**

**FACILITIES AGREEMENT
for
\$1,311,356,340 Loan Facilities**

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THIS AGREEMENT is dated 16 October 2015, and made between:

- (1) **THE ENTITIES** listed in Schedule 1 (*The original parties*) as borrowers (the **Borrowers**);
- (2) **GASLOG LTD.** (the **Parent**);
- (3) **GASLOG CARRIERS LTD.** (GasLog Carriers);
- (4) **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 (whether acting individually or together, the **Arrangers**);
- (5) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as K-sure facility lenders (the **Original K-sure Facility Lenders**);
- (6) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as KEXIM facility lenders (the **Original KEXIM Facility Lenders**);
- (7) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as KEXIM covered facility lenders (the **Original KEXIM Covered Facility Lenders**);
- (8) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as commercial facility lenders (the **Original Commercial Facility Lenders**);
- (9) **CITIBANK, N.A., LONDON BRANCH and NORDEA BANK AB, LONDON BRANCH** as global co-ordinators of the Finance Parties (whether acting individually or together, the **Global Co-ordinator**);
- (10) **CITIBANK, N.A., LONDON BRANCH and NORDEA BANK AB, LONDON BRANCH** as bookrunners (whether acting individually or together, the **Bookrunner**);
- (11) **NORDEA BANK AB, LONDON BRANCH** as Agent of the other Finance Parties (the **Agent**);
- (12) **CITIBANK N.A., LONDON BRANCH** as Agent of the K-sure Facility Lenders and the KEXIM Covered Facility Lenders (the **ECA Agent**);
- (13) **CITIBANK, N.A., LONDON BRANCH** as ECA co-ordinator (the **ECA Co-ordinator**); and
- (14) **NORDEA BANK AB, LONDON BRANCH** 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:

Acceptable Bank means:

- (a) 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 Services Limited or a comparable rating from another internationally recognised credit rating agency; or

(b) any other bank or financial institution approved by the Majority Lenders and the ECAs,

and which is approved by the Borrowers.

Account means any bank account, deposit or certificate of deposit opened, made or established in accordance with clause 28 (Bank accounts).

Account Bank means, in relation to any Account, Nordea Bank AB, London Branch, acting through its office at 55 Basinghall Street, London EC2V 5NB, England or (at the Borrowers’ election) Citibank, N.A., London Branch, acting through its office at Citigroup Centre, 33 Canada Square, London E14 5LB, England or otherwise another bank or financial institution approved by the Majority Lenders at the request of the Borrowers.

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.

Advance A means a borrowing of a part of the Total Commitments by the Borrowers up to the Ship Commitment in respect of Ship A, which is to be made available in relation to Ship A, and comprising a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of such Advance, or (as the context may require) the outstanding principal amount of such borrowing.

Advance B means a borrowing of a part of the Total Commitments by the Borrowers up to the Ship Commitment in respect of Ship B, which is to be made available in relation to Ship B, and comprising a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of such Advance, or (as the context may require) the outstanding principal amount of such borrowing.

Advance C means a borrowing of a part of the Total Commitments by the Borrowers up to the Ship Commitment in respect of Ship C, which is to be made available in relation to Ship C, and comprising a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of such Advance, or (as the context may require) the outstanding principal amount of such borrowing.

Advance D means a borrowing of a part of the Total Commitments by the Borrowers up to the Ship Commitment in respect of Ship D, which is to be made available in relation to Ship D, and comprising a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of such Advance, or (as the context may require) the outstanding principal amount of such borrowing.

Advance E means a borrowing of a part of the Total Commitments by the Borrowers up to the Ship Commitment in respect of Ship E, which is to be made available in relation to Ship E, and comprising a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of such Advance, or (as the context may require) the outstanding principal amount of such borrowing.

Advance F means a borrowing of a part of the Total Commitments by the Borrowers up to the Ship Commitment in respect of Ship F, which is to be made available in relation to Ship F, and comprising a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered

Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of such Advance, or (as the context may require) the outstanding principal amount of such borrowing.

Advance G means a borrowing of a part of the Total Commitments by the Borrowers up to the Ship Commitment in respect of Ship G, which is to be made available in relation to Ship G, and comprising a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of such Advance, or (as the context may require) the outstanding principal amount of such borrowing.

Advance H means a borrowing of a part of the Total Commitments by the Borrowers up to the Ship Commitment in respect of Ship H, which is to be made available in relation to Ship H, and comprising a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of such Advance, or (as the context may require) the outstanding principal amount of such borrowing.

Advances means Advance A, Advance B, Advance C, Advance D, Advance E, Advance F, Advance G and Advance H, and:

- (a) in relation to Ship A, it means Advance A;
- (b) in relation to Ship B, it means Advance B;
- (c) in relation to Ship C, it means Advance C;
- (d) in relation to Ship D, it means Advance D;
- (e) in relation to Ship E, it means Advance E;
- (f) in relation to Ship F, it means Advance F;
- (g) in relation to Ship G, it means Advance G; and
- (h) in relation to Ship H, it means Advance H,

and **Advance** means any of them.

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 33.12 (*Resignation of the Agent*) or any other provision of this Agreement.

Annual Financial Statements has the meaning given to it in clause 19.1 (*Financial statements*).

Approved Brokers means each of Clarksons Platou Securities AS, Braemar Seascopes Limited, Fearnleys AS, Simpson, Spence & Young Ltd and Poten & Partners (London) or any other independent firm of shipbrokers agreed in writing from time to time between the Borrowers and the Agent (acting on the instructions of the Majority Lenders).

Approved Exchange means NYSE or NASDAQ or any other reputable stock exchange agreed by the Parent and the Majority Lenders.

Approved Flag State means each of Bermuda, Cayman Islands, Hong Kong, Marshall Islands, Singapore or the United Kingdom.

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another firm proposed by the Borrowers 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 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.

Backstop Date means, in relation to a Ship, the date identified as such in Schedule 2 (*Ship information*) or such other later date (based on a revised delivery schedule agreed between the relevant Builder and the relevant Owner of that Ship under the relevant Building Contract) approved by all the Lenders and the ECAs.

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.

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;
- (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; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III”.

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 and to the extent that it re-enacts a Basel II Regulation.

Break Costs means the amount (if any) by which:

- (a) the interest (excluding Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in an Advance or Unpaid Sum to the last day of the current Interest Period in respect of that Advance 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 a Ship, the person specified as such in Schedule 2 (*Ship information*).

Building Contract means, in relation to a Ship, the shipbuilding contract specified in Schedule 2 (*Ship information*) between the relevant Builder and the relevant Owner relating to the construction of such Ship, as it may be amended, novated, supplemented or modified from time to time.

Building Contract Documents means, in relation to a Ship, the Building Contract for that Ship and any guarantee or security given to the relevant Owner for the relevant Builder's obligations under the relevant Building Contract.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Seoul, Zurich, Frankfurt, Paris, Hamburg and (in relation to any date for payment of purchase of dollars) New York.

Change of Control occurs if:

- (a) the Parent ceases to control, directly or indirectly, the affairs or the composition of the board of directors (or equivalent) of any of the Borrowers or the Holding Company of any of the Borrowers; or
- (b) the Parent ceases to control, directly or indirectly, the affairs or the composition of the board of directors (or equivalent) of the MLP (if the MLP Guarantee has been granted) or of GPLH (if the GPLH Guarantee has been granted),

in any case without the prior written consent of the Agent (acting with the authorisation of the Majority Lenders and the ECAs).

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 in relation to a Ship, the charter commitment (if any) for that Ship details of which are provided in Schedule 2 (*Ship information*), as it may be amended from time to time.

Charter Assignment means, in relation to a Ship and its Charter Documents, an assignment by the relevant Owner of its interest in such Charter Documents in favour of the Security Agent in the agreed form.

Charter Documents means, in relation to a Ship, the Charter (if any) of that Ship, any documents supplementing it and any guarantee or security given by any person to the relevant Owner for the relevant Charterer's obligations under it.

Charterer means, in relation to a Ship, the charterer named in Schedule 2 (*Ship information*) as charterer of that Ship.

Classification means, in relation to a Ship, the classification specified in respect of such 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 relevant Owner.

Classification Society means, in relation to a Ship, the classification society specified in respect of such Ship in Schedule 2 (*Ship information*) 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 relevant Owner.

Code means the US Internal Revenue Code of 1986, as amended.

Commercial Facility means the term loan facility made available by the Commercial Facility Lenders under this Agreement as described in clause 2 (*The Facilities*).

Commercial Facility Advance means an advance of the Commercial Facility Commitments forming part of an Advance, being the Relevant Percentage, in relation to the Commercial Facility, of an Advance.

Commercial Facility Commitment means:

- (a) in relation to an Original Commercial Facility Lender, the amount set opposite its name under the heading "Commercial Facility Commitment" in Schedule 1 (*The original parties*) and the amount of any other Commercial Facility Commitment transferred to it under this Agreement; and
- (b) in relation to any other Commercial Facility Lender, the amount of any Commercial Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Commercial Facility Lender means:

- (a) the Original Commercial Facility Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a commercial facility lender in accordance with clause 31 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

Commercial Loan means a loan made or to be made under the Commercial Facility or (as the context may require) the outstanding principal amount of that loan (and it comprises the Commercial Facility Advances).

Commercial Manager means, in relation to a Ship, the Parent or another manager appointed as the commercial manager of that Ship by the relevant Owner in accordance with clause 23.3 (*Manager*).

Commitment means, in relation to a Lender, its K-sure Facility Commitment, KEXIM Facility Commitment, KEXIM Covered Facility Commitment and Commercial Facility Commitment.

Compliance Certificate means a certificate substantially in the form set out in Schedule 6 (*Form of Compliance Certificate*) or otherwise approved.

Confidential Information means all information relating to an Obligor, the Group, the Finance Documents, the Building Contract Documents for each Ship, the Charter Documents for each Ship or the Facilities 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 44 (*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, in relation to a Ship, the amount which is the aggregate of:

- (a) the purchase price of such Ship payable under the Building Contract for such Ship (being on the date of this Agreement the amount specified in Schedule 2 (*Ship information*)) as the Contract Price in respect of the relevant Ship); and
- (b) other costs incurred by the relevant Owner in connection with the construction of that Ship which are due and payable on or prior to such Ship's Delivery under other documentation reasonably acceptable to all the Lenders and the ECAs.

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.

Deed of Covenant means, in relation to a Ship, a first deed of covenant (including a first assignment of its interest in the Ship's Insurances, Earnings and Requisition Compensation) in respect of such Ship by the relevant Owner 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 an Advance available or has notified the Agent that it will not make its participation in an Advance available by the Utilisation Date of that Advance in accordance with clause 5.4 (*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 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, in relation to a Ship, the delivery and acceptance of the Ship by the relevant Owner under the relevant Building Contract.

Delivery Date means, in relation to a Ship, the date on which its Delivery occurs.

Disposal Repayment Date means, in relation to:

- (a) a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date; or
- (b) a sale of a Mortgaged Ship by the relevant Owner (including a reversal of sale by the relevant Owner returning the relevant Ship to the relevant Builder under any relevant provisions of the relevant Building Contract, if applicable), 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).

Earnings means, in relation to a Ship and a person, all money at any time payable to that person for or in relation to the use or operation of such Ship including (without limitation) freight, hire and passage moneys, money payable to that person for the provision of services by or from such 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 each of the interest bearing dollar accounts of a Borrower with the Account Bank designated as an **Earnings Account** under clause 28 (*Bank accounts*), and **Earnings Accounts** means all of them.

ECA Agent means Citibank N.A., London Branch or any other person who may be appointed as such under the Finance Documents.

ECAs means K-sure and KEXIM (in its capacity as guarantor under the KEXIM Guarantee) and **ECA** means either of them.

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 30 (*Events of Default*).

Facilities means the K-sure Facility, the KEXIM Facility, the KEXIM Covered Facility and the Commercial Facility and **Facility** means any of them.

Facility Advances means the K-sure Facility Advances, the KEXIM Facility Advances, the KEXIM Covered Facility Advances and the Commercial Facility Advances and **Facility Advance** means any of them.

Facility Commitments means the K-sure Facility Commitments, the KEXIM Facility Commitments, the KEXIM Covered Facility Commitments and the Commercial Facility Commitments and **Facility Commitment** means any of them.

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.

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;
- (b) in relation to a “withholdable payment” described in section 1473(1)(A)(ii) of the Code (which relates to “gross proceeds” from the disposition of property of a type that can produce interest from sources within the US), 1 January 2017; or
- (c) in relation to a “passthru payment” described in section 1471(d)(7) of the Code not falling within paragraphs (a) or (b) above, 1 January 2017,

or, in each case, such other date from which such payment may become subject to a deduction or withholding required by FATCA as a result of any change in FATCA after the date of this Agreement.

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 Obligor by reference to this Agreement in relation to any fees payable to any Finance Parties and **Fee Letter** means any one of them.

Final Maturity Date means the Final Repayment Date which falls due last.

Final Repayment Date means subject to clause 36.7 (*Business Days*):

- (a) in respect of a Commercial Facility Advance, the date falling 114 months after the First Repayment Date for that Commercial Facility Advance; or
- (b) in respect of a KEXIM Facility Advance, a KEXIM Covered Facility Advance or a K-sure Facility Advance, the date falling 138 months after the First Repayment Date for that Facility Advance.

Finance Documents means this Agreement, any Fee Letter, the Security Documents, any Transfer Certificate and any other document designated as such by the Agent and the Borrowers (other than the K-sure Insurance Policy and the KEXIM Guarantee).

Finance Party means the Agent, the ECA Agent, the Security Agent, any Global Co-ordinator, any Bookrunner, any Arranger, the ECA Co-ordinator, a Lender or the Account Bank.

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, in respect of each Facility Advance and subject to clause 36.7 (*Business Days*), the date falling 6 months after the Utilisation Date of the Advance of which such Facility Advance forms part.

Flag State means, in relation to a Ship, the country specified in respect of such Ship in Schedule 2 (*Ship information*), or another Approved Flag State (provided that the provisions of clause 23.1(b) are complied with) or such other state or territory as may be approved by all the Lenders and the ECAs (acting reasonably), at the request of the relevant Owner, as being the **Flag State** of such Ship for the purposes of the Finance Documents.

Fleet Vessel means each Mortgaged Ship and any other vessel directly or indirectly owned, wholly or partly, by any Group Member.

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 Carriers means the company described as such in Schedule 1 (*The original parties*).

General Assignment means, in relation to a 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 relevant Owner in favour of the Security Agent and/or any of the other Finance Parties in the agreed form.

GPHL means GasLog Partners Holdings LLC of Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

GPHL Guarantee means the guarantee executed by GPHL in favour of the Security Agent (the guarantee and indemnity clause of which will be in a substantially similar form to the guarantee

and indemnity of clause 17 (*Guarantee and indemnity*)) pursuant to clause 30.22 (*Legal and beneficial ownership*).

Group means the Parent and its Subsidiaries for the time being and, for the purposes of clause 19.1 (*Financial statements*) and clause 20 (*Financial covenants*), any other entity required to be treated as a subsidiary in the Parent'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 Group.

Guarantees means the obligations of the Guarantors under clause 17 (*Guarantee and indemnity*) and, if executed pursuant to clause 30.22 (*Legal and beneficial ownership*), also the MLP Guarantee and the GPLH Guarantee, and **Guarantee** means any of them.

Guarantors means the Parent, GasLog Carriers and, if a MLP Guarantee is executed pursuant to clause 30.22 (*Legal and beneficial ownership*), MLP and if a GPLH Guarantee is executed pursuant to clause 30.22 (*Legal and beneficial ownership*), GPLH 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; andpayment is made within 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).

Indemnified Person means:

- (a) each Finance Party, each ECA, 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 ECA, each Receiver and each Delegate; and
- (c) any officers, directors, employees, representatives or agents of each Finance Party, each ECA, 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, in relation to a Ship, a notice of assignment in the form scheduled to that Ship's General Assignment or Deed of Covenant or in another approved form.

Insurances means, in relation to a 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 such Ship's Owner or the joint names of its Owner and any other person in respect of or in connection with such Ship and/or its Owner'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 an Advance (and each Facility Advance forming part of that Advance), 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 any Facility Advance or any part of it or any Unpaid Sum, the rate (rounded to the same number of decimal places as the two (2) 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 that Facility Advance (or the relevant part of it) 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 that Facility Advance (or the relevant part of it) or the relevant Unpaid Sum,

each as of 11:00a.m. on the relevant Quotation Day.

KEXIM means The Export-Import Bank of Korea in its capacity as guarantor under the KEXIM Guarantee (but in no other capacity, whether as KEXIM Facility Lender or otherwise).

KEXIM Covered Facility means the term loan facility made available by the KEXIM Covered Facility Lenders under this Agreement as described in clause 2 (*The Facilities*).

KEXIM Covered Facility Advance means an advance of the KEXIM Covered Facility Commitments, being the Relevant Percentage, in relation to the KEXIM Covered Facility, of an Advance.

KEXIM Covered Facility Commitment means:

- (a) in relation to an Original KEXIM Covered Facility Lender, the amount set opposite its name under the heading "KEXIM Covered Facility Commitment" in Schedule 1 (*The original parties*) and the amount of any other KEXIM Covered Facility Commitment transferred to it under this Agreement; and
- (b) in relation to any other KEXIM Covered Facility Lender, the amount of any KEXIM Covered Facility Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

KEXIM Covered Facility Lenders means:

- (a) the Original KEXIM Covered Facility Lenders; and
- (b) any bank, financial institution or other regulated investment company which has become a Party as a KEXIM Covered Facility Lender in accordance with clause 31 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

KEXIM Covered Loan means a loan made or to be made under the KEXIM Covered Facility or the principal amount outstanding for the time being of that loan.

KEXIM Facility means the term loan facility made available by the KEXIM Facility Lenders under this Agreement as described in clause 2 (*The Facilities*).

KEXIM Facility Advance means an advance of the KEXIM Facility Commitments, being the Relevant Percentage, in relation to the KEXIM Facility, of an Advance.

KEXIM Facility Commitment means:

- (a) in relation to an Original KEXIM Facility Lender, the amount set opposite its name under the heading “KEXIM Facility Commitment” in Schedule 1 (*The original parties*) and the amount of any other KEXIM Facility Commitment transferred to it under this Agreement; and
- (b) in relation to any other KEXIM Facility Lender, the amount of any KEXIM Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

KEXIM Facility Lenders means:

- (a) the Original KEXIM Facility Lenders; and
- (b) any bank, financial institution or other regulated investment company which has become a Party as a KEXIM Facility Lender in accordance with clause 31 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

KEXIM Guarantee means the guarantee agreement dated on or about the date of this Agreement between KEXIM, the Security Agent and the KEXIM Covered Facility Lenders in respect of the KEXIM Covered Facility in agreed form.

KEXIM Guarantee Fee means the fee payable or (as the context may require) paid to KEXIM under the terms of the KEXIM Guarantee (agreed on the date of this Agreement to be 3.125% on a portion of the KEXIM Covered Facility Commitments equal to \$195,000,000).

KEXIM Loan means a loan made or to be made under the KEXIM Facility or the principal amount outstanding for the time being of that loan.

K-sure means Korea Trade Insurance Corporation of 14, Jong-ro, Jongno-gu, Seoul, 03187, Republic of Korea.

K-sure Facility means the term loan facility made available by the K-sure Facility Lenders under this Agreement as described in clause 2 (*The Facilities*).

K-sure Facility Advance means an advance of the K-sure Facility Commitments, being the Relevant Percentage, in relation to the K-sure Facility, of an Advance.

K-sure Facility Commitment means:

- (a) in relation to an Original K-sure Facility Lender, the amount set opposite its name under the heading “K-sure Facility Commitment” in Schedule 1 (*The original parties*) and the

amount of any other K-sure Facility Commitment transferred to it under this Agreement; and

- (b) in relation to any other K-sure Facility Lender, the amount of any K-sure Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

K-sure Facility Lenders means:

- (a) the Original K-sure Facility Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a K-sure Facility Lender in accordance with clause 31 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

K-sure Insurance Policy means an insurance policy certificate(s) by and between the K-sure Facility Lenders and K-sure, the General Terms and Conditions (Buyer Credit, Standard) for Medium and Long Term Export Insurance and the special terms and conditions attached thereto, issued or, as the context may require, to be issued by K-sure in favour of the K-sure Facility Lenders, providing political and commercial risks cover in accordance with such policy and otherwise setting out the terms and conditions of its insurance of an amount up to ninety five per cent (95%) of a K-sure Facility Advance plus interest accruing thereon under the terms of this Agreement and **K-sure Insurance Policies** means all of them.

K-sure Loan means a loan made or to be made under the K-sure Facility or (as the context may require) the outstanding principal amount of that loan (and it comprises the K-sure Facility Advances).

K-sure Premium means the amount of premium in respect of a K-sure Facility Advance being payable or (as the context may require) paid to K-sure under the terms of the relevant K-sure Insurance Policy for such K-sure Facility Advance on the Utilisation Date for the Advance of which that K-sure Facility Advance forms part. The K-sure Premium payable in respect of each K-sure Facility Advance in accordance with the relevant K-sure Insurance Policy shall be an amount equal to 2.75% of the K-sure Facility Advance actually requested to be utilised in the Utilisation Request for such K-sure Facility Advance.

Last Availability Date means, in relation to each Advance, the earlier of (a) the Delivery Date for the relevant Ship and (b) the Backstop Date for such Ship (or such later date as may be approved by all the Lenders and the ECAs).

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 K-sure Facility Lender;
- (b) any KEXIM Facility Lender;
- (c) any KEXIM Covered Facility Lender; and
- (d) any Commercial Facility Lender,

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 any Facility Advance or any part of it or any Unpaid Sum:

- (a) the applicable Screen Rate; or
- (b) if no Screen Rate is available for the relevant Interest Period, the Interpolated Screen Rate for that Facility Advance (or the relevant part of it) or that Unpaid Sum,

as of 11:00a.m. on the Quotation Day for the offering of deposits in dollars for a period comparable to the Interest Period for that Facility Advance or relevant part of it or Unpaid Sum and, if that rate is less than zero (0), LIBOR shall be deemed to be zero (0).

Loans mean the K-sure Loan, the KEXIM Covered Loan, the KEXIM Loan and the Commercial Loan and **Loan** means any one of them.

Loss Payable Clauses means, in relation to a 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, in relation to a Ship, the amount specified as such against the name of that Ship in Schedule 2 (*Ship information*) or the equivalent in any other currency.

Majority Lenders means:

- (a) if no Advances are then outstanding, a Lender or Lenders whose Commitments aggregate more than 66.67% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66.67% of the Total Commitments immediately prior to the reduction) and, in each such case, at least one such Lender is a Commercial Facility Lender; or
- (b) at any other time, a Lender or Lenders whose participations in the Advances aggregate more than 66.67% of the aggregate Advances and, in each such case, at least one such Lender is a Commercial Facility Lender.

Manager means, in relation to a Ship, the Commercial Manager or the Technical Manager for that Ship and **Managers** means both of them.

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Security Agent in the agreed form pursuant to clause 23.3 (*Manager*).

Margin means:

- (a) in relation to the K-sure Facility and the K-sure Loan, 1.45 per cent per annum;
- (b) in relation to the KEXIM Facility, 1.95 per cent per annum;
- (c) in relation to the KEXIM Covered Facility, 1.40 per cent per annum; and
- (d) in relation to the Commercial Facility and the Commercial Loan, 2.15 per cent per annum.

Material Adverse Effect means a material adverse effect on:

- (a) the business, operations, property, financial condition or performance of any Obligor or of the Group taken as a whole; or
- (b) the ability of an Obligor to perform its 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, the Finance Documents or any of the rights or remedies of any Finance Party under any of the Finance Documents.

Minimum Value means, in respect of an Advance and at any time, the amount in dollars which is:

- (a) from the Utilisation Date of that Advance until the date falling twenty four (24) months thereafter (the **Second Anniversary**), 115% of that Advance; and
- (b) from the first day falling after the Second Anniversary for that Advance and at all other times thereafter, 120% of that Advance.

MLP means GasLog Partners LP of Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960, listed on NYSE with tracker symbol "GLOP".

MLP Guarantee means the guarantee to be executed by MLP in favour of the Security Agent (the guarantee and indemnity clause of which will be in a substantially similar form to the guarantee and indemnity of clause 17 (*Guarantee and indemnity*)) pursuant to clause 30.22 (*Legal and beneficial ownership*).

Mortgage means, in relation to a Ship, a first priority or (as the case may be) first preferred mortgage of the Ship in the agreed form by the relevant Owner in favour of the Security Agent and/or any of the other Finance Parties.

Mortgage Period means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

Mortgaged Ship means, at any relevant time, any Ship which has been delivered to the relevant Owner under the relevant Building Contract and is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

New Lender has the meaning given to that term in clause 31 (*Changes to the Lenders*).

Notifiable Debt Purchase Transaction has the meaning given to that term in clause 32.3(b) (*Disenfranchisement of Debt Purchase Transactions entered into by Affiliates*).

Obligors means the parties to the Finance Documents (other than the Finance Parties, K-sure, KEXIM, any Charterers and the Managers of each Ship) and **Obligor** means any one of them.

Option Notification Date means, in respect of an Advance, the date falling twenty eight (28) days prior to the Prepayment Option Date for that Advance.

Original Financial Statements means:

- (a) the audited consolidated financial statements of the Parent for its financial year ended on 31 December 2014; and
- (b) the audited consolidated financial statements of GasLog Carriers for the financial year ended on 31 December 2014.

Original Lenders means:

- (a) the Original K-sure Facility Lenders;
- (b) the Original KEXIM Facility Lenders;
- (c) the Original KEXIM Covered Facility Lenders; and
- (d) the Original Commercial Facility Lenders,

and **Original Lender** means any of them.

Original Security Documents means:

- (a) the Mortgages over each of the Ships;
- (b) the Deeds of Covenant in relation to each of the Ships in respect of which the Mortgage is in account current form;
- (c) the General Assignments in relation to each of the Ships in respect of which the Mortgage is in preferred form;
- (d) the Charter Assignment in relation to each Ship's Charter Documents;
- (e) any Quiet Enjoyment Agreement in relation to any Ship;
- (f) the Account Security in relation to each Account;
- (g) the Share Security in relation to each Borrower; and
- (h) any Manager's Undertaking in relation to a Ship if required under clause 23.3 (*Manager*).

Owner means, in relation to a Ship, the Borrower specified against the name of that Ship in Schedule 2 (*Ship information*) and **Owners** means all of them.

Parent means the company described as such in Schedule 1 (*The original parties*).

Parent Affiliate means the Parent, each of its Affiliates, any trust of which the Parent or any of its Affiliates is a trustee, any partnership of which the Parent or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, the Parent or any of its Affiliates.

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 Facilities (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 a Ship:

- (a) unless a Default is continuing, any ship repairer's or outfitter's possessory lien in respect of such Ship for an amount not exceeding the Major Casualty Amount for such Ship;
- (b) any lien on such Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading;
- (c) any lien on such 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 such Ship,

each securing obligations not more than 30 days overdue.

Permitted Security Interests means, in relation to any Mortgaged 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 relevant Owner 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 and the ECAs,

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.

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.

Prepayment Option Date means, in respect of an Advance, the Final Repayment Date of the Commercial Facility Advance forming part of such Advance.

Quiet Enjoyment Agreement means, in relation to a Ship, a letter by the Security Agent addressed to, and acknowledged by, the relevant Owner and Charterer of that Ship in the agreed form.

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 (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.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner's title to such 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.

Relevant Percentage means:

- (a) in relation to the K-sure Facility and/or the K-sure Facility Advances, 31.453 per cent; and
- (b) in relation to the KEXIM Facility and/or the KEXIM Facility Advances, 15.718 per cent;
- (c) in relation to the KEXIM Covered Facility and/or the KEXIM Covered Facility Advances, 15.335 per cent; and
- (d) in relation to the Commercial Facility and/or the Commercial Facility Advances, 37.495 per cent.

Repayment Date means, in respect of each Facility Advance:

- (a) the First Repayment Date for that Facility Advance;
- (b) each of the dates falling at 6 monthly intervals thereafter up to but not including the Final Repayment Date for that Facility Advance; and
- (c) the Final Repayment Date for that Facility Advance.

Repeating Representations means each of the representations and warranties set out in clauses 18.1 (*Status*) to 18.10 (*Ranking and effectiveness of security*), 18.16 (*No breach of laws*), 18.20 (*Security and Financial Indebtedness*), 18.21(a) (*Legal and beneficial ownership*), 18.22 (*Shares*), 18.24 (*No adverse consequences*), 18.25 (*Copies of documents*) and 18.27 (*No immunity*).

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Sanctions has the meaning given to it in clause 21.11 (*Sanctions*).

Sanctions Authority has the meaning given to it in clause 21.11 (*Sanctions*).

Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or if ICE Benchmark Administration Limited ceases to act in the role of administering and publishing LIBOR rates, the equivalent rate published by a subsequently appointed administrator of LIBOR) for dollars for the relevant period displayed on the appropriate page of the Thompson Reuters screen. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Borrowers and the Lenders.

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 (other than the K-sure Insurance Policies and the KEXIM Guarantee) as may be executed to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document (including the MLP Guarantee and the GPLH Guarantee).

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, in respect of an Advance and at any time, the amount in dollars which, at that time, is the aggregate of (a) the value of the Mortgaged Ship relevant to that Advance which has not then become a Total Loss (or, if less, the maximum amount capable of being secured by the Mortgages over the Mortgaged Ships) and (b) the value of any additional security then held by the Security Agent or any other Finance Party provided under clause 26 (*Minimum security value*) or clause 30.21(i)(B) (*Charters*) in respect of that Advance, in each case as most recently determined in accordance with this Agreement.

Selection Notice means a notice substantially in the form set out in Schedule 5 (*Selection Notice*) given in accordance with clause 9 (*Interest Periods*).

Semi-Annual Financial Statements has the meaning given to it in clause 19.1 (*Financial statements*).

Share Security means, in relation to each Borrower, the document constituting a first Security Interest in respect of all the shares of such Borrower executed by GasLog Carriers or (as the case may be) GPLH, in favour of the Security Agent in the agreed form.

Ship A means the ship described as such in Schedule 2 (*Ship information*).

Ship B means the ship described as such in Schedule 2 (*Ship information*).

Ship C means the ship described as such in Schedule 2 (*Ship information*).

Ship Commitment means, in relation to a Ship, the amount specified as such in respect of such Ship in Schedule 2 (*Ship information*) as cancelled or reduced pursuant to any provision of this Agreement.

Ship D means the ship described as such in Schedule 2 (*Ship information*).

Ship E means the ship described as such in Schedule 2 (*Ship information*).

Ship F means the ship described as such in Schedule 2 (*Ship information*).

Ship G means the ship described as such in Schedule 2 (*Ship information*).

Ship H means the ship described as such in Schedule 2 (*Ship information*).

Ship Representations means each of the representations and warranties set out in clauses 18.28 (*Ship status*) and 18.29 (*Ship's employment*).

Ships means each of the ships described in Schedule 2 (*Ship information*), being each of Ship A, Ship B, Ship C, Ship D, Ship E, Ship F, Ship G and Ship H, and:

- (a) in relation to Advance A, it means Ship A;
- (b) in relation to Advance B, it means Ship B;
- (c) in relation to Advance C, it means Ship C;
- (d) in relation to Advance D, it means Ship D;
- (e) in relation to Advance E, it means Ship E;
- (f) in relation to Advance F, it means Ship F;
- (g) in relation to Advance G, it means Ship G; and
- (h) in relation to Advance H, it means Ship H,

and **Ship** means any of them.

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, in relation to a Ship, GasLog LNG Services Ltd. of Bermuda, or another manager appointed as the technical manager of that Ship by the relevant Owner in accordance with clause 23.3 (*Manager*).

Tolerance Period means:

- (a) in relation to each of Ship A, Ship B, Ship C or Ship D, a period of seven (7) days after such Ship's Delivery Date;
- (b) in relation to Ship E, a period of forty six (46) days after such Ship's Delivery Date;
- (c) in relation to Ship F, a period of one hundred and six (106) days after such Ship's Delivery Date; and
- (d) in relation to Ship G, a period of three hundred and ninety nine (399) days after such Ship's Delivery Date.

Total Commercial Facility Commitments means the aggregate of the Commercial Facility Commitments, being \$491,689,600 as at the date of this Agreement.

Total Commitments means the aggregate of the Total K-sure Facility Commitments, the Total KEXIM Facility Commitments the Total KEXIM Covered Facility Commitments and the Total Commercial Facility Commitments, being \$1,311,356,340 at the date of this Agreement.

Total KEXIM Facility Commitments means the aggregate of the KEXIM Facility Commitments, being \$206,115,200 as at the date of this Agreement.

Total KEXIM Covered Facility Commitments means the aggregate of the KEXIM Covered Facility Commitments, being \$201,093,750 as at the date of this Agreement.

Total K-sure Facility Commitments means the aggregate of the K-sure Facility Commitments, being \$412,457,790 as at the date of this Agreement.

Total Loss means, in relation to a vessel, 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 a vessel:

- (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 a Mortgaged Ship has become a Total Loss after its Delivery, 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 7 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrowers 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) a 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 an Advance.

Utilisation Date means the date on which a 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;
 - (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 Borrowers, 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 Borrowers 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 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 29 (*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) Except for a provision expressed to be in favour of an ECA, rights expressed to be for benefit of or exercisable by an ECA under a Finance Document or, unless expressly provided to the contrary in a Finance Document, a provision expressed to be 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 (unless otherwise provided by this Agreement in respect of K-sure and KEXIM and without prejudice to the provisions of any K-sure Insurance Policy and the KEXIM Guarantee).
- (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.
- (d) Each party agrees that (i) neither ECA shall have any obligations or liabilities under this Agreement unless and until it becomes a Lender in accordance with the terms of this Agreement and (ii) this Agreement may not be amended to limit, modify or eliminate any rights of an ECA without its prior written consent.

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

- (a) 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.
- (b) In case of any conflict between any provision of a Finance Document and the K- Sure Insurance Policy, the provisions of the K- Sure Insurance Policy shall, as between the Finance Parties (other than the Security Agent) and K- Sure, prevail, and to the extent of such conflict or inconsistency, none of the Finance Parties (other than the Security Agent) shall assert to K- Sure the terms of the relevant Finance Documents.

2 The Facilities

2.1 The K-sure Facility

Subject to the terms of this Agreement, the K-sure Facility Lenders make available to the Borrowers a term loan facility in an aggregate amount equal to the Total K-sure Facility Commitments.

2.2 The KEXIM Facility

Subject to the terms of this Agreement, the KEXIM Facility Lenders make available to the Borrowers a term loan facility in an aggregate amount equal to the Total KEXIM Facility Commitments.

2.3 The KEXIM Covered Facility

Subject to the terms of this Agreement, the KEXIM Covered Facility Lenders make available to the Borrowers a term loan facility in an aggregate amount equal to the Total KEXIM Covered Facility Commitments.

2.4 The Commercial Facility

Subject to the terms of this Agreement, the Commercial Facility Lenders make available to the Borrowers a term loan facility in an aggregate amount equal to the Total Commercial Facility Commitments.

2.5 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 33.30 (*All enforcement action through the Security Agent*) and 34.2 (*Finance Parties acting together*)), separately enforce its rights under the Finance Documents.

2.6 Borrowers' rights and obligations

- (a) The obligations of each Borrower under this Agreement are joint and several. Failure by a Borrower to perform its obligations under this Agreement shall constitute a failure by all of the Borrowers.
- (b) Each Borrower irrevocably and unconditionally jointly and severally with each other Borrower:
- (i) agrees that it is responsible for the performance of the obligations of each other Borrower under this Agreement;
 - (ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Borrowers under this Agreement; and
 - (iii) agrees with each Finance Party that, if any obligation of another Borrower under this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of another Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by that other Borrower under this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
- (c) The obligations of each Borrower under the Finance Documents shall continue until all amounts which may be or become payable by the Borrowers under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (d) If any discharge, release or arrangement (whether in respect of the obligations of a Borrower or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Borrowers under this Agreement will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- (e) The obligations of each Borrower under the Finance Documents shall not be affected by an act, omission, matter or thing which, but for this clause (whether or not known to it or any Finance Party), would reduce, release or prejudice any of its obligations under the Finance Documents including:
- (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
 - (ii) 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;
 - (iii) 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;
 - (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

- (v) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
 - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
 - (vii) any insolvency or similar proceedings.
- (f) Each Borrower waives any right it may have of first requiring any 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 that Borrower under any Finance Document. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- (g) Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, each Finance Party (or any trustee or agent on its behalf) may:
- (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Borrower will be entitled to the benefit of the same; and
 - (ii) hold in an interest-bearing suspense account any money received from any Borrower or on account of any Borrower's liability under any Finance Document.
- (h) 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 and unless the Agent otherwise directs (on such terms as it may require), no Borrower shall 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:
- (i) to be indemnified by another Obligor; and/or
 - (ii) to claim any contribution from any other Obligor or any guarantor of any Obligor's obligations under the Finance Documents; and/or
 - (iii) 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 guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party; and/or
 - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which that Borrower is liable under this Agreement or any of the other Finance Documents; and/or
 - (v) to exercise any right of set-off against any other Obligor; and/or
 - (vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

If a Borrower receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 36 (*Payment mechanics*). 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.

2.7 Adjustment for liquidated damages

If an Owner becomes entitled to receive liquidated damages under a Building Contract or to have liquidated damages deducted from the Contract Price for the relevant Ship (other than, in each case, liquidated damages on account of delayed delivery), the Ship Commitment for the relevant Ship and the Total Commitments shall each be reduced by an amount equal to 80% of such liquidated damages and the Facility Commitments and the Commitments shall be reduced pro rata.

3 Purpose

3.1 Purpose

The Borrowers shall apply all amounts borrowed under the Facilities to finance the acquisition of the Ships in accordance with and subject to clause 3.2 (*Use*).

3.2 Use

The Ship Commitment for each Ship shall be made available to the Borrowers solely for the purpose of assisting:

- (a) the relevant Owner to finance the part of the Contract Price of that Ship falling due on its Delivery by paying the same to the relevant Builder or, if and to the extent that there is a surplus after such payment to the Builder because the Ship Commitment (and the Advance) for such Ship is more than the part of the Contract Price which it is intended to finance on its Delivery or which is payable to the Builder, the balance shall be paid to the Borrowers or their order; and
- (b) the Borrowers (i) to pay 100% of the K-sure Premium relating to the K-sure Insurance Policy for the K-sure Facility Advance relevant to that Ship and 100% of the KEXIM Guarantee Fee insofar as it relates to the KEXIM Covered Facility Advance relevant to that Ship and/or (ii) if and to the extent the Borrowers have already made any such payment, in reimbursement to the Borrowers of such payment.

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 Conditions precedent to delivering of a Utilisation Request

The Borrowers may not deliver a Utilisation Request unless the Agent, or its duly authorised representative, has received all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent to any Utilisation*) in form and substance satisfactory to the Agent (and each ECA, but as regards K-sure only, only if K-sure elects to review the documents and evidence of Schedule 3 (*Conditions precedent*)).

4.2 Conditions precedent to Utilisation

The Ship Commitment in respect of a Ship may only be drawn down under this Agreement if, on or before the Utilisation Date of the relevant Advance for that Ship, the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Conditions precedent on Delivery*) in relation to such Ship, in form and substance satisfactory to the Agent (and each ECA, but as regards K-sure only, only if K-sure elects to review the documents and evidence of Schedule 3 (*Conditions precedent*)).

4.3 Notice to Lenders

The Agent shall notify the Borrowers and the Lenders and each ECA 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.

4.4 Further conditions precedent

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (i) no Default is continuing or would result from the proposed Utilisation;
- (ii) the Repeating Representations are true and, in relation to the first Utilisation, all of the other representations set out in clause 18 (*Representations*) (except the Ship Representations) are true;
- (iii) the Ship Representations are true as far as they relate to the Ship relating to the proposed Utilisation being made;
- (iv) no events, facts, conditions or circumstances shall exist or have arisen or occurred (and neither the Agent nor any Lender shall have become aware of other events, facts, conditions or circumstances not previously known to it), which the Agent (acting on the instructions of the Majority Lenders) shall determine, have had or might have, a Material Adverse Effect;
- (v) no Total Loss Date has occurred in relation to the Ship to which the Utilisation relates;
- (vi) in respect of the relevant Advance the Security Value would not be less than the Minimum Value immediately after the proposed Utilisation;
- (vii) the Agent has not received any notice from either ECA requesting the Lenders or any other Finance Party to suspend the Utilisation of the Facility; and
- (viii) no prepayment or cancellation event has occurred under clause 7.11 (*Mandatory prepayment and cancellation following non-compliance with Sanctions*).

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 and the ECAs **Provided however that** the conditions set out under clauses 2, 3, 4, 8 and 9 of Part 1 and clauses 2, 4, 5, 6, 8, 11 and 12 of Part 2 of Schedule 3 (*Conditions precedent*) may only be waived by the Agent, acting on the instructions of all the Lenders and each ECA.

5 Utilisation

5.1 Delivery of a Utilisation Request

The Borrowers may utilise the Facilities by delivery to the Agent of a duly completed Utilisation Request not later than 11:00 a.m. five Business Days before the proposed Utilisation Date.

5.2 Completion of a Utilisation Request

- (a) A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date in respect of an Advance is a Business Day falling not later than the Last Availability Date for that Advance;
 - (ii) the currency and amount of the Utilisation comply 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*) and it identifies the Ship Commitment and the Advance to which it relates.
- (b) Only one Advance may be requested in each Utilisation Request and only one Advance may be made in respect of each Ship under the relevant Ship Commitment.

5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be dollars.
- (b) The total amount available and advanced under the Facilities shall not exceed the lower of:
 - (i) the Total Commitments; and
 - (ii) **X plus Y**, where **X** is the lower of:
 - (A) \$1,293,920,000; and
 - (B) the amount in dollars which is equal to 80% of the aggregate of the Contract Price of all Ships,
and **Y** is the amount in dollars equal to 100% of the K-sure Premium for each K-sure Insurance Policy and 100% of the total KEXIM Guarantee Fee.
- (c) A proposed Advance specified in a Utilisation Request in relation to a Ship and the Advance in relation to that Ship shall:
 - (i) not exceed the lower of:
 - (1) the Ship Commitment for that Ship; and
 - (2) the aggregate of:
 - (A) the amount in dollars which is equal to 80% of the Contract Price for that Ship; and
 - (B) the amount in dollars equal to 100% of the K-sure Premium for the K-sure Insurance Policy in relation to that Advance, and 100% of the total KEXIM Guarantee Fee in relation to that Advance; and
 - (ii) comprise a Commercial Facility Advance, a KEXIM Facility Advance, a KEXIM Covered Facility Advance and a K-sure Facility Advance, each in the Relevant Percentage of the Advance for that Ship.

- (d) An Advance shall be used for the purpose specified in clause 3 (*Purpose*) and solely in relation to the Ship to which that Advance relates, namely:
- (i) Advance A shall be made available under the Ship Commitment for Ship A;
 - (ii) Advance B shall be made available under the Ship Commitment for Ship B;
 - (iii) Advance C shall be made available under the Ship Commitment for Ship C;
 - (iv) Advance D shall be made available under the Ship Commitment for Ship D;
 - (v) Advance E shall be made available under the Ship Commitment for Ship E;
 - (vi) Advance F shall be made available under the Ship Commitment for Ship F;
 - (vii) Advance G shall be made available under the Ship Commitment for Ship G; and
 - (viii) Advance H shall be made available under the Ship Commitment for Ship H.

5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Advance available by 11:00 am on the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in a Facility Advance being part of an Advance will be equal to the proportion borne by its K-sure Facility Commitment, KEXIM Facility Commitment, KEXIM Covered Facility Commitment or Commercial Facility Commitment (as applicable) to the Total K-sure Facility Commitments, Total KEXIM Facility Commitments, Total KEXIM Covered Facility Commitments or Total Commercial Facility Commitments (as applicable) immediately prior to making the relevant Advance.
- (c) The Agent shall promptly notify each Lender of the amount of each Advance and each Facility Advance and the amount of its participation in each Advance and each Facility Advance, in each case by 16:00 pm (London time) on the day before the Quotation Day.
- (d) The Agent shall pay all amounts received by it in respect of each Advance (and its own participation in it, if any) to the Borrowers or for the account of any of them or to the relevant Builder or (in the case of any amounts of K-sure Premium or KEXIM Guarantee Fee, to the relevant ECA), in each case in accordance with the instructions contained in the relevant Utilisation Request.

5.5 Pre-placement of Advances

- (a) Notwithstanding that the Borrowers may have not yet satisfied all of the conditions precedent set out in Schedule 3 (*Conditions precedent*), in order to facilitate compliance by any Owner with a Building Contract, and provided that:
 - (i) the Borrowers have submitted a Utilisation Request in respect of an Advance in accordance with this clause 5;
 - (ii) the Borrowers have satisfied the conditions precedent set out in paragraphs 1, 2, 3, 5, 6, 7, 8 and 9 of Part 1 and (in relation to that Advance) in paragraphs 8, 11(a) and (c) and 12 of Part 2 of Schedule 3 (*Conditions precedent to any Utilisation*); and
 - (iii) in the reasonable opinion of the Agent (acting on the instructions of the Majority Lenders) and the ECAs the Borrowers are reasonably likely to satisfy all remaining and outstanding conditions precedent set out in Part 1 and Part 2 of Schedule 3 (*Conditions precedent*) in relation to the Ship to which such Advance relates within

3 Business Days (or, in the case of Ship G and Ship H, 2 Business Days) from the Utilisation Date for such Advance and in any event on or before the Release for such Advance (as defined below in clause 5.5(b)),

the Lenders (following a decision made by the Majority Lenders and the approval of each ECA, all acting reasonably) may, subject to the other terms and conditions of this clause 5.5 and the other provisions of this Agreement, make such Advance available on the date specified in the relevant Utilisation Request, being the date on which the final instalment of the relevant Contract Price is required to be deposited in accordance with the relevant Building Contract with a bank required by the relevant Builder pursuant to the relevant Building Contract and at all times acceptable to the Majority Lenders (acting reasonably) (a **Builder's Bank**).

- (b) An Advance utilised pursuant to this clause 5.5 (a **Pre-placed Advance**) shall (subject to the other provisions of this Agreement) be remitted by the Agent to the relevant Builder's Bank as a cash deposit in the Agent's name with the relevant Builder's Bank with its correspondent bank in New York, on condition that it will be held by the relevant Builder's Bank to the order of the Agent for release by the Agent to the relevant Builder (a **Release**) and only subject to such irrevocable instructions addressed from the Agent to the relevant Builder's Bank as are acceptable to the Agent (**Irrevocable Instructions**).
- (c) Any such Irrevocable Instructions in relation to a Pre-placed Advance shall in any event provide (inter alia) that the relevant Pre-placed Advance 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 relevant Pre-placed Advance 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 relevant Ship or otherwise) the relevant Pre-placed Advance to the relevant Builder or its order, unless and until:
 - (i) the "Protocol of Delivery and Acceptance" in respect of that Ship has been signed by the relevant Builder and the relevant Owner; and
 - (ii) the Agent is satisfied that all the conditions precedent set out in Part 1 of Schedule 3 (*Conditions precedent to any Utilisation*) and Part 2 of Schedule 3 (*Conditions precedent on Delivery*) in relation to such Ship and such Advance and in clause 4.4 (*Further conditions precedent*), have been (or will be concurrently with such release) satisfied in full or otherwise waived in accordance with the provisions of this Agreement.
- (d) Each Borrower hereby irrevocably and unconditionally undertakes that it shall not give any instructions to a relevant Builder's Bank in respect of a Pre-placed Advance that are inconsistent with any Irrevocable Instructions in respect of that Pre-placed Advance.
- (e) The Borrowers shall immediately prepay a Pre-placed Advance, together with interest thereon (calculated in accordance with clause 8.1 (*Calculation of interest*)), on the date on which the relevant Builder's Bank is required to return the moneys funded by that Pre-placed Advance to the Agent in accordance with the relevant Irrevocable Instructions (and regardless of whether the relevant Builder's Bank has then carried out such instructions), provided that any moneys (including interest, if any) actually returned to the Agent from the relevant Builder's Bank shall be applied by the Agent in satisfaction of such prepayment obligation of the Borrowers and in payment of any amounts payable by the Borrowers under clause 7.10 (*Restrictions*) as a result of such prepayment.
- (f) In case of application of this clause 5.5 in respect of any Pre-placed Advance, each Pre-placed Advance shall accrue interest in accordance with the terms of clause 8.1 (*Calculation of interest*) from the Utilisation Date for that Advance.

- (g) Any amount prepaid under clause 5.5(e) in respect of an Advance shall be, subject to the other terms of this Agreement, available to be redrawn by the Borrowers where Delivery of the relevant Ship has been delayed, in again assisting the relevant Owner to satisfy its obligations under the relevant Building Contract.

6 Repayment

6.1 Repayment

Subject to clause 7.9 (*Prepayment option*) and the other provisions of this Agreement, the Borrowers shall on each Repayment Date for a Facility Advance, repay to the Agent for the account of the Lenders:

- (a) such part of the K-sure Loan for the account of the K-sure Facility Lenders;
- (b) such part of the KEXIM Loan for the account of the KEXIM Facility Lenders;
- (c) such part of the KEXIM Covered Loan for the account of the KEXIM Covered Facility Lenders; and
- (d) such part of the Commercial Loan for the account of the Commercial Facility Lenders,

as is required to be repaid by clause 6.2 (*Scheduled repayment of Advances*).

6.2 Scheduled repayment of Advances

- (a) The Borrowers shall repay to the K-sure Facility Lenders each K-sure Facility Advance, by 24 instalments, one such instalment to be repaid on each of the Repayment Dates relative to such K-sure Facility Advance and, to the extent not previously reduced, each to be in the amount of 1/24th of the amount of the relevant K-sure Facility Advance originally drawn. The amount of each such repayment instalment due on each such Repayment Date for each K-sure Facility Advance is shown indicatively in the relevant table of Schedule 9 (*Table of Repayment Instalments*), calculated on the assumption that the K-sure Facility Commitments for the relevant K-sure Facility Advance have been utilised in full.
- (b) The Borrowers shall repay to the KEXIM Facility Lenders each KEXIM Facility Advance, by 24 instalments, one such instalment to be repaid on each of the Repayment Dates relative to such KEXIM Facility Advance and, to the extent not previously reduced, each to be in the amount of 1/24th of the amount of the relevant KEXIM Facility Advance originally drawn. The amount of each such repayment instalment due on each such Repayment Date for each KEXIM Facility Advance is shown indicatively in the relevant table of Schedule 9 (*Table of Repayment Instalments*), calculated on the assumption that the KEXIM Facility Commitments for the relevant KEXIM Facility Advance have been utilised in full.
- (c) The Borrowers shall repay to the KEXIM Covered Facility Lenders each KEXIM Covered Facility Advance, by 24 instalments, one such instalment to be repaid on each of the Repayment Dates relative to such KEXIM Covered Facility Advance and, to the extent not previously reduced, each to be in the amount of 1/24th of the amount of the relevant KEXIM Covered Facility Advance originally drawn. The amount of each such repayment instalment due on each such Repayment Date for each KEXIM Covered Facility Advance is shown indicatively in the relevant table of Schedule 9 (*Table of Repayment Instalments*), calculated on the assumption that the KEXIM Covered Facility Commitments for the relevant KEXIM Covered Facility Advance have been utilised in full.
- (d) The Borrowers shall repay to the Commercial Facility Lenders each Commercial Facility Advance by 20 instalments, one such instalment to be repaid on each of the Repayment Dates relative to such Commercial Facility Advance. To the extent not previously reduced, the amount of each such instalment for each Commercial Facility Advance,

(except for the final instalment for each such Commercial Facility Advance), shall be 1/40th of the amount of that Commercial Facility Advance originally drawn and the amount of the final instalment for each Commercial Facility Advance shall be 21/40th of the amount of the relevant Commercial Facility Advance originally drawn. The amount of each such repayment instalment due on each such Repayment Date for each Commercial Facility Advance is shown indicatively in the relevant table of Schedule 9 (*Table of Repayment Instalments*), calculated on the assumption that the Commercial Facility Commitments for the relevant Commercial Facility Advance have been utilised in full.

- (e) On the Final Repayment Date in relation to a Facility Advance (without prejudice to any other provision of this Agreement), such Facility Advance shall be repaid in full. On the Final Maturity Date (without prejudice to any other provision of this Agreement) the Loans and any amounts owing by the Borrowers to any Finance Party under any of the Finance Documents or owing under or in connection with any K-sure Insurance Policy or the KEXIM Guarantee (as conclusively certified by the Agent) shall be repaid in full.

6.3 Adjustment of scheduled repayments

If the Facility Commitments in relation to a Facility Advance have been partially reduced under this Agreement and/or any part of any Facility Advance is prepaid (other than under clause 6.2 (*Scheduled repayment of Advances*)) before any Repayment Date for that Advance, then the amount of the instalments by which the relevant Facility Advance shall be repaid under clause 6.2 (*Scheduled repayment of Advances*) on any such Repayment Date for that Facility Advance (as reduced by any earlier operation of this clause 6.3) shall be reduced pro rata to such reduction in the Facility Commitments in relation to that Facility Advance or (as the case may be) pro rata to such prepayment of that Facility Advance.

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 any Advance 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 Borrowers, the Commitments of that Lender will be immediately cancelled and the Total Commitments and Facility Commitments (for each Facility in which that Lender participates) shall each be reduced accordingly and the remaining Ship Commitments shall be reduced rateably; and
- (c) the Borrowers shall repay that Lender's participation in the Advances on the last day of the Interest Period for each of those Advances occurring after the Agent has notified the Borrowers 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

- (a) If there is a Change of Control
 - (i) the Borrowers shall promptly notify the Agent upon any Obligor becoming aware of a Change of Control occurring; and
 - (ii) upon becoming notified by any Party of a Change of Control, the Agent shall, if instructed by the Majority Lenders and the ECAs, by notice to the Borrowers, cancel the Total Commitments immediately and declare the Loans 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 Borrowers shall, within such ten (10) Business Day period, prepay the Loans in full together with all other amounts owing under this Agreement or any of the other Finance Documents.

- (b) If the Parent ceases to be listed on an Approved Exchange, the Borrowers shall notify the Agent of the same upon its occurrence, and the Agent, upon being notified shall, if instructed by the Majority Lenders and the ECAs, cancel the Total Commitments immediately and declare the Loans 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 Borrowers shall, within such ten (10) Business Day period, prepay the Loans in full together with all other amounts owing under this Agreement or any of the other Finance Documents.

7.3 Voluntary cancellation

The Borrowers may, if they give the Agent not less than 30 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 Available Facility which is undrawn at the proposed date of cancellation, such cancellation being applied to all the Facilities on a pro rata basis and to reduce one or more Ship Commitments. Upon any such cancellation the Total Commitments shall be reduced by the same amount and the relevant Commitments of the Lenders and Facility Commitments reduced on a pro rata basis.

7.4 Voluntary prepayment

The Borrowers may, if they give the Agent not less than 30 Business Days (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of an Advance (but if in part, being an amount that reduces the amount of that Advance by a minimum amount equal to the repayment instalments falling due under clause 6.2 (*Scheduled repayment of Advances*) in respect of all Facility Advances forming part of that Advance and is a multiple of the aggregate amount of such repayment instalments), 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), such prepayment being applied to each Loan and against each such applicable Facility Advance on a pro rata basis.

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 Borrowers under clause 12.3 (*Tax indemnity*) or clause 13.1 (*Increased Costs*),

the Borrowers 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 Loans 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 and the Facility Commitments (for each Facility in which that Lender participates) shall each be reduced accordingly (and the Ship Commitments shall each be reduced rateably). 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 Borrowers have given notice under clause 7.5(a) above in relation to a Lender (or, if earlier, the date specified by the Borrowers in that notice), the Borrowers shall repay that Lender's participation in the Loans.
- (d) The Borrowers 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 31 (*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 Borrowers which confirms its willingness to assume and does assume all the obligations of the assigning Lender in accordance with clause 31 (*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 Loans;
 - (ii) all accrued interest owing to such Lender to the extent that the Agent has not given a notification under clause 31.8 (*Pro rata interest settlement*);
 - (iii) the Break Costs which would have been payable to such Lender pursuant to clause 10.3 (*Break Costs*) had the Borrowers prepaid in full that Lender's participation in the Loans 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 Borrowers 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 Borrowers when it is satisfied that it has complied with those checks.
- (g) If any Lender becomes a Defaulting Lender, the Borrowers may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent 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 42.5 (*Replacement of a Defaulting Lender*)) the remaining undrawn Ship Commitments shall each be reduced rateably and the Total Commitments and the Facility 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 a Mortgaged Ship's Disposal Repayment Date:

- (a) the Borrowers shall prepay in full the Advance relevant to such Ship; and
- (b) the Ship Commitment for that Ship shall be reduced to zero, the Total Commitments shall be reduced accordingly and the Facility Commitments and Commitments reduced pro rata.

7.7 Termination of a K-sure Insurance Policy or KEXIM Guarantee

- (a) If at any time during the Facility Period:
 - (i) any of the obligations of K-sure under a K-sure Insurance Policy or KEXIM under the KEXIM Guarantee is terminated, cancelled, becomes invalid, unenforceable or otherwise ceases to be in full force and effect; or
 - (ii) it becomes unlawful or impossible for K-sure or KEXIM to fulfill any of the obligations expressed to be assumed by them in a K-sure Insurance Policy or the KEXIM Guarantee (as applicable) or for the Agent, the Security Agent, the ECA Agent, a KEXIM Covered Facility Lender or a K-sure Facility Lender to exercise the rights or any of them vested in it under a K-sure Insurance Policy or the KEXIM Guarantee (as applicable); or
 - (iii) the Agent, the Security Agent or any of the Lenders is informed of K-sure's intention to, or K-sure has stated its intention to, repudiate, terminate, cancel or suspend the application of a K-sure Insurance Policy; or
 - (iv) the Agent or the Security Agent or any of the Lenders is informed of KEXIM's intention to, or KEXIM has stated its intention to, repudiate, terminate, cancel or suspend the application of the KEXIM Guarantee; or
 - (v) any of the events or circumstances set out in clauses 30.8 (*Insolvency*) and 30.9 (*Insolvency proceedings*) occurs in relation to K-sure or KEXIM,

then as of the time such event occurs:

- (i) no Lender shall be obliged to fund any Advance;
- (ii) the Total Commitments shall be automatically cancelled; and
- (iii) the Loans together with accrued interest and all other sums payable under this Agreement and any other Finance Document shall be immediately due and payable.

7.8 Automatic cancellation

Any part of the Total Commitments relating to an Advance which has not become available by, or which is undrawn on, the Last Availability Date applicable to it shall be automatically cancelled at close of business in London on the Last Availability Date applicable to it.

7.9 Prepayment option

- (a) In the event that no later than the date falling two (2) months prior to the Final Repayment Date of a Commercial Facility Advance forming part of an Advance, no commitment from financial institutions exists (which is evidenced by an executed term sheet) in respect of the re-financing or extension of maturity of that Commercial Facility Advance, the Borrowers shall notify the Agent and the Agent shall give the ECAs written notice of such circumstances on that date, upon which event:

- (i) K-sure shall have the right to request each K-sure Facility Lender (whereupon each K-sure Facility Lender shall do so) to require the Borrowers to prepay in full its participation in the K-sure Facility Advance forming part of such Advance, on the Prepayment Option Date for that Advance. In such case, on such date, all K-sure Lenders' participations in that K-sure Facility Advance shall be so due and payable and the K-sure Facility Commitments of all K-sure Facility Lenders in respect of such K-sure Facility Advance will immediately be cancelled. K-sure shall have such right and each K-sure Facility Lender shall act in accordance with K-sure's request in respect of its own K-sure Facility Lender's participation, if K-sure has notified each K-sure Facility Lender and the Agent, and the Agent has notified the Borrowers and the other Lenders, in each case not later than the Option Notification Date for the relevant Advance, of K-sure's request to that effect and the intention of K-sure (and, consequently, the K-sure Facility Lenders' intention) to exercise such option;
- (ii) each KEXIM Facility Lender shall have the right to require the Borrowers to prepay in full the KEXIM Facility Advance forming part of such Advance, on the Prepayment Option Date for that Advance. In such case, on such date, all KEXIM Facility Lenders' participations in that Advance shall be so due and payable and the KEXIM Facility Commitments of all such Lenders in respect of such Advance will immediately be cancelled. Each KEXIM Facility Lender shall have such right, if any KEXIM Facility Lender has notified the other KEXIM Facility Lenders and the Agent, and the Agent has notified the Borrowers and the other Lenders, in each case not later than the Option Notification Date for the relevant Advance, of a KEXIM Facility Lender's request to that effect and its intention (and, consequently, all of the KEXIM Facility Lenders' intention) to exercise such option.
- (iii) KEXIM shall have the right to request each KEXIM Covered Facility Lender (whereupon each KEXIM Covered Facility Lender shall do so) to require the Borrowers to prepay in full its participation in the KEXIM Covered Facility Advance forming part of such Advance, on the Prepayment Option Date for that Advance. In such case, on such date, all KEXIM Covered Facility Lenders' participations in that Advance shall be so due and payable and the KEXIM Covered Facility Commitments of all such Lenders in respect of such Advance will immediately be cancelled. KEXIM shall have such right and each KEXIM Covered Facility Lender shall act in accordance with KEXIM's request in respect of its own KEXIM Covered Facility participation, if KEXIM has notified each KEXIM Covered Facility Lender and the Agent, and the Agent has notified the Borrowers and the other Lenders, in each case not later than the Option Notification Date for the relevant Advance, of KEXIM's request to that effect and the intention of KEXIM (and, consequently, the KEXIM Covered Facility Lenders' intention) to exercise such option.

For the avoidance of doubt, notwithstanding anything to the contrary contained in this Agreement or any other Finance Document, none of the K-sure Facility Lenders, K-sure, the KEXIM Facility Lenders, the KEXIM Covered Facility Lenders or KEXIM require the consent of any person (including any other Finance Party or any Obligor) in order to exercise any of their options under this clause 7.9(a). No K-sure Facility Lender, KEXIM Facility Lender or KEXIM Covered Facility Lender shall be entitled to exercise any of their options under this clause 7.9(a) in respect of a K-sure Facility Advance, a KEXIM Facility Advance or a KEXIM Covered Facility Advance respectively, unless K-sure or another KEXIM Facility Lender or KEXIM (as applicable) instructs them to do so pursuant to the terms of this clause 7.9(a).

- (b) For the avoidance of any doubt, upon the sending of any such notification from the Agent to the Borrowers and the Lenders under paragraph (a) above in respect of a Facility Advance, the participation of the relevant Facility Lenders in such Facility Advance shall become payable in full on the Prepayment Option Date for the Advance of which such Facility Advance forms part, together with interest on such Facility Advance, and any and all other amounts due and payable under this Agreement and the other Finance Documents.

- (c) For the avoidance of doubt, the option of each of K-sure (and, consequently the K-sure Facility Lenders), each KEXIM Facility Lender (and, consequently the other KEXIM Facility Lenders), and KEXIM (and, consequently the KEXIM Covered Facility Lenders) under paragraph (a) above, may be exercised in respect of each one of the Facility Advances and in respect of any or all of the Facility Advances at K-sure's or any KEXIM Facility Lender's or KEXIM's absolute discretion (as applicable) and irrespective of any decision to exercise or not such options under this clause 7.9 in respect of this or any other Facility Advance.

7.10 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 relevant Advance 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 but subject to the prepayment fees referred to in clause 7.12 (*Prepayment fee*).
- (c) The Borrowers may not re-borrow any part of the Facilities which is prepaid or repaid (subject as provided in clause 5.5(g)).
- (d) The Borrowers shall not repay or prepay all or any part of the Loans 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 Borrowers or the affected Lender, as appropriate.
- (g) If the Total Commitments are partially reduced under this Agreement (other than under clause 7.1 (*Illegality*), 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*) and clause 7.9 (*Prepayment option*)), the Commitments of the Lenders and Facility Commitments 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 Ship Commitment for a Ship) the remaining Ship Commitments shall be reduced pro rata.
- (i) If the Loans are partially prepaid under this Agreement (other than under clause 7.1 (*Illegality*), 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*) and clause 7.9 (*Prepayment option*)), the amount prepaid shall reduce the participation of the Lenders in the Loans rateably (except where otherwise expressly specified in this Agreement).
- (j) Any prepayment for the account of all the Lenders shall be applied pro rata to each Lender's participation in the Advances (other than a prepayment under clause 7.6 (*Sale or Total Loss*) or where the Borrowers have so selected under clause 7.3 (*Voluntary cancellation*), where such prepayment will be applied to the Advance in relation to the relevant Ship only).

7.11 Mandatory prepayment and cancellation following non-compliance with Sanctions

If the Borrowers or any Obligor is at any time not in compliance with the provisions of clause 21.11 (*Sanctions*) (but only insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations) or at any time when a representation made or repeated under clause 18.32 (*Sanctions*) (but only insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations) 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 (excluding Lenders established under the laws of Germany and/or with a Facility Office in Germany) will be immediately cancelled; and
- (b) the Borrowers shall repay each Lender's participation in the Loans (excluding the participation of Lenders established under the laws of Germany and/or with a Facility Office in Germany) on the earlier of (i) the date falling 10 Business Days after the Agent notifies the Borrowers of such non-compliance and (ii) the date falling 10 Business Days after the Borrowers become aware of such non-compliance and (iii) the last day of the Interest Period falling after the said non-compliance has occurred.

7.12 Prepayment fee

- (a) If the Borrowers cancel any part or all of the KEXIM Facility Commitments and/or prepay any part or all of any KEXIM Facility Advance pursuant to (i) clause 7.3 (*Voluntary cancellation*) and/or (ii) clause 7.4 (*Voluntary prepayment*) and/or (iii) clause 7.6 (*Safe or Total Loss*) but only in the event of a sale of a Ship, then they shall also pay to the Agent (for the account of KEXIM and the KEXIM Facility Lenders, as applicable) a prepayment fee of 0.5 per cent of the total amount so cancelled and/or prepaid.
- (b) The Borrowers acknowledge that the prepayment fees referred to in paragraph (a) above represent a genuine pre-estimate of the loss KEXIM and the KEXIM Facility Lenders shall suffer in such circumstances.
- (c) No other prepayment fees shall be payable under the Finance Documents except those referred to in paragraph (a) above.

8 Interest

8.1 Calculation of interest

The rate of interest on each Facility Advance forming part of an Advance 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 Borrowers shall pay accrued interest on:

- (a) each K-sure Facility Advance for the account of the K-sure Facility Lenders;
- (b) each KEXIM Covered Facility Advance for the account of the KEXIM Covered Facility Lenders;
- (c) each KEXIM Facility Advance for the account of the KEXIM Facility Lenders; and
- (d) each Commercial Facility Advance for the account of the Commercial Facility Lenders,

on the last day of each Interest Period for the Advance of which each such Facility Advance forms part (and, if an Interest Period is longer than six months, on the dates falling at six 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 Facility Advance of the Facility to which it relates 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 a Facility Advance which became due on a day which was not the last day of an Interest Period relating to that Facility Advance 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 relating to that Facility Advance; 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 Borrowers of the determination of a rate of interest under this Agreement.

9 Interest Periods

9.1 Selection of Interest Periods

- (a) The Borrowers may select an Interest Period for an Advance (and each Facility Advance forming part of such Advance) in the Utilisation Request for that Advance or (if such Advance has already been borrowed) in a Selection Notice.
- (b) Each Selection Notice is irrevocable and must be delivered to the Agent by the Borrowers not later than 11:00 a.m. three (3) Business Days before the last day of the then current Interest Period.
- (c) If the Borrowers fail to deliver a Selection Notice to the Agent in accordance with clause 9.1(b), the relevant Interest Period will, subject to clause 9.2 (*Interest Periods overrunning Repayment Dates*), be six (6) months.
- (d) Subject to this clause 9, the Borrowers may select an Interest Period of six months or any other period not exceeding 12 months agreed between the Borrowers and the Agent on the instructions of all the Lenders. The Parties hereby agree that an Interest Period for a KEXIM Facility Advance forming part of an Advance shall always be six (6) months (including where so selected by the Borrowers in a Selection Notice).

- (e) No Interest Period in respect of a Facility Advance shall extend beyond the Final Repayment Date for that Facility Advance and no Interest Period shall extend beyond the Final Maturity Date.
- (f) The first Interest Period for an Advance shall start on the Utilisation Date of such Advance and each subsequent Interest Period for such Advance shall start on the last day of its preceding Interest Period.
- (g) For the avoidance of doubt, all Facility Advances comprising an Advance shall have the same Interest Period.

9.2 Interest Periods overrunning Repayment Dates

If the Borrowers select an Interest Period in respect of a Facility Advance which would overrun any later Repayment Date for that Facility Advance, the relevant Facility Advance shall be divided into parts corresponding to the amounts by which the Facility Commitments for that Facility Advance are scheduled to be reduced under clause 6.2 (*Scheduled repayment of Advances*) on each of the Repayment Dates for that Facility Advance falling during such Interest Period (each of which shall have a separate Interest Period ending on the relevant Repayment Date for that Facility Advance) and to the balance of that Facility Advance (which shall have the Interest Period selected by the Borrowers).

9.3 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 Market Disruption Event

- (a) If a Market Disruption Event occurs in relation to a Facility Advance for any Interest Period, then the rate of interest on each Lender's share of that Facility Advance 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 before 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 that Lender of funding its participation in that Facility Advance from whatever source it may reasonably select.
- (b) In this Agreement **Market Disruption Event** means that:
 - (i) at or about noon on the Quotation Date, the Screen Rate is not available for the relevant currency; or
 - (ii) before close of business in London on the Quotation Day for the relevant Interest Period, the Agent receives notifications from a Lender or Lenders (whose participations in the Loans equal or exceed 50% of the Loans or, if prior to the first Utilisation, whose Commitments equal or exceed 50% of the Total Commitments) that the cost to it or them of funding its participation in the relevant Facility Advance from whatever source it may reasonably select would be in excess of LIBOR.
- (c) If a Market Disruption Event occurs the Agent shall, as soon as practicable, notify the Borrowers.

10.2 Alternative basis of interest or funding

- (a) If a Market Disruption Event occurs and the Agent or the Borrowers so require, the Agent and the Borrowers 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.
- (b) Any alternative basis agreed pursuant to clause 10.2(a) above shall, with the prior consent of all the Lenders be binding on all Parties.

10.3 Break Costs

- (a) The Borrowers shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of an Advance or Unpaid Sum being paid by the Borrowers on a day other than the last day of an Interest Period for that Advance 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 commission

- (a) The Borrowers shall pay to the Agent (for the account of each K-sure Facility Lender) a fee in dollars computed at the rate of 0.25 multiplied by the Margin applicable to the K-sure Facility, on the undrawn and uncanceled portion of that Lender's K-sure Facility Commitments calculated on a daily basis from the date of this Agreement (**start date**).
- (b) The Borrowers shall pay to the Agent (for the account of each KEXIM Facility Lender) a fee in dollars computed at the rate of 0.50% per annum on the undrawn and uncanceled portion of that Lender's KEXIM Facility Commitments calculated on a daily basis from the start date.
- (c) The Borrowers shall pay to the Agent (for the account of each KEXIM Covered Facility Lender) a fee in dollars computed at the rate of 0.25 multiplied by the Margin applicable to the KEXIM Covered Facility, on the undrawn and uncanceled portion of that Lender's KEXIM Covered Facility Commitments calculated on a daily basis from the start date.
- (d) The Borrowers shall pay to the Agent (for the account of each Commercial Facility Lender) a fee in dollars computed at the rate of 0.25 multiplied by the Margin applicable to the Commercial Facility, on the undrawn and uncanceled portion of that Lender's Commercial Facility Commitments calculated on a daily basis from the start date.
- (e) The Borrowers shall pay the accrued commitment fee referred to in paragraphs (a) to (d) above on each 30 June and 31 December of each calendar year, on the latest Last Availability Date to occur and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitments at the time the cancellation is effective.
- (f) 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 Agency fee

The Borrowers shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

11.3 Other fees

The Borrowers shall pay any other fees set out in a Fee Letter in the amount and at the times agreed in the applicable Fee Letter.

11.4 K-sure Premium

- (a) The Borrowers acknowledge that the K-sure Facility Lenders shall procure the placement of each K-sure Insurance Policy either through the ECA Agent or directly with K-sure and shall benefit from it throughout the duration of the Facility Period. The Borrowers agree to pay to the Agent (for the account of K-sure) the K-sure Premium applicable to each K-sure Facility Advance by the Utilisation Date in respect of the relevant Advance.
- (b) The Borrowers agree that their obligation to make the payments set out in clause 11.4(a) to the Agent in respect of the K-sure Premium (or any part thereof) shall be an absolute obligation and shall not be affected by any matter whatsoever. The K-sure Premium (or any part thereof) shall not be refundable except in accordance with the terms of the relevant K-sure Insurance Policy and K-sure's internal regulations.
- (c) If a Finance Party receives a refund of the K-sure Premium from K-sure and if all amounts due and owing by the Borrowers, or any of them, at that time have been discharged in full, such refund shall be paid to the Borrowers.
- (d) The Borrowers acknowledge that the amount of each K-sure Premium has been solely determined by K-sure and no Finance Party is in any way involved in the determination of the amount of the K-sure Premium and agree that the Borrowers shall have no claim or defence against any Finance Party in connection with the amount of the K-sure Premium.

11.5 KEXIM Guarantee Fee

- (a) The Borrowers acknowledge that the KEXIM Covered Facility Lenders shall procure the KEXIM Guarantee is issued by KEXIM and shall benefit from it throughout the duration of the Facility Period. The Borrowers agree to pay to KEXIM (for its own account) the KEXIM Guarantee Fee in respect of each KEXIM Covered Facility Advance in the amounts, at the rate and in the manner specified in the KEXIM Guarantee. The KEXIM Guarantee Fee in respect of each KEXIM Covered Facility Advance shall be payable by the Utilisation Date for the relevant Advance and otherwise subject to and as more specifically provided in the KEXIM Guarantee.
- (b) The Borrowers agree that their obligation to make the payments set out in 11.5(a) above to KEXIM in respect of the KEXIM Guarantee Fee (or any part thereof) shall be an absolute obligation and shall not be affected by any matter whatsoever. Any refund of the KEXIM Guarantee Fee (or any part thereof) shall be made in accordance with the KEXIM Guarantee.
- (c) If a Finance Party receives a refund of the KEXIM Guarantee Fee from KEXIM and if all amounts due and owing by the Borrowers or any of them at that time have been discharged in full, such refund shall be payable to the Borrowers.
- (d) The Borrowers acknowledge that the amount of the KEXIM Guarantee Fee has been solely determined by KEXIM and no Finance Party is in any way involved in the determination of the amount of the KEXIM Guarantee Fee and agree that the Borrowers shall have no claim or defence against any Finance Party in connection with the amount of the KEXIM Guarantee Fee.

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, a K-sure Insurance Policy or the KEXIM Guarantee.

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 or a K-sure Insurance Policy or the KEXIM Guarantee, 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*) or a payment under clause 14.2(a)(v).

- (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 Borrowers 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 Borrowers 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 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 or a K-sure Insurance Policy or the KEXIM Guarantee.

(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 Borrowers 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 Borrowers 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 Borrowers 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 Borrowers to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrowers 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 a 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 a Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;
 - (ii) where a 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 a 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 Borrowers.
- (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 relevant 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 Borrowers and the Agent and the Agent shall notify the other Finance Parties.

12.7 Stamp taxes

The Borrowers 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 or any K-sure Insurance Policy or the KEXIM Guarantee 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 or any K-sure Insurance Policy or the KEXIM Guarantee, except if such assignment or transfer:

- (a) is required, requested or initiated by an ECA; and/or
- (b) is required by the terms of the Finance Documents or any K-sure Insurance Policy or the KEXIM Guarantee; and/or
- (c) is made to or in favour of an ECA,

in respect 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 Borrowers shall, within three 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 Facilities 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 Borrowers.
- (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 Borrowers shall (or shall procure that another Obligor will), within three (3) Business Days of demand by a Finance Party, indemnify each Finance Party, K-sure and KEXIM against any and all Losses incurred by that Finance Party, K-sure or KEXIM (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 35 (*Sharing among the Finance Parties*);
- (iii) funding, or making arrangements to fund, its participation in an Advance requested by the Borrowers in a 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) under or pursuant to, a K-sure Insurance Policy, including, without limitation, any duly evidenced additional premiums, cost or expense as provided for under a K-sure Insurance Policy which K-sure may charge, invoice or set-off against amounts owing to the ECA Agent or the K-sure Facility Lenders, including, without limitation, as a result of a change of the delivery schedule of the Ships or otherwise properly incurred by the ECA Agent and/or the Lenders in connection with compliance with a K-sure Insurance Policy or under or pursuant to, the KEXIM Guarantee;
- (v) an ECA making any payment to or for the account of a Finance Party under the KEXIM Guarantee or a K-sure Insurance Policy subject to any withholding or other deduction on account of Tax; or
- (vi) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrowers.

- (b) The Borrowers shall (or shall procure that another Obligor will), within three 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 or K-sure or KEXIM had not entered into any of the Finance Documents, a K-sure Insurance Policy or the KEXIM Guarantee 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 or a K-sure Insurance Policy or the KEXIM Guarantee). 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, Security Agent, ECA Agent, K-sure and KEXIM

The Borrowers shall promptly indemnify the Agent, Security Agent, the ECA Agent, K-sure and KEXIM against:

- (a) any and all Losses incurred by the Agent or the Security Agent, the ECA Agent, K-sure or KEXIM (acting reasonably) as a result of:
 - (i) without prejudice to clause 33.7(b)(i) as extended to the Security Agent by clause 33.21 (*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, the ECA Agent, K-sure or KEXIM 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 or the ECA Agent or K-sure or KEXIM (otherwise than by reason of the Agent's or the Security Agent's or the ECA Agent's or K-sure's or KEXIM's gross negligence or wilful default) (or, in the case of any cost, loss or liability pursuant to clause 36.11 (*Disruption to Payment Systems etc.*) notwithstanding the Agent's or the Security Agent's or the ECA Agent's or K-sure's or KEXIM'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).

Further, and without prejudice to clauses 11 (*Fees*) and 16 (*Costs and expenses*), the Borrowers shall indemnify each KEXIM Covered Facility Lender and each K-sure Facility Lender on demand and hold each of those parties harmless from and against any duly evidenced additional premiums, costs, expenses or fees as provided for under each K-sure Insurance

Policy or the KEXIM Guarantee which K-sure or KEXIM (as applicable) may charge, invoice or set-off against amounts owing to such Lenders.

14.4 Indemnity concerning security

- (a) The Borrowers 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 Borrowers 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 Borrowers 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 any of the Borrowers of the terms of this Agreement, the repayment or prepayment of the Loans, the cancellation of the Total Commitments or the repudiation by the Agent or any of the Borrowers 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 Borrowers 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 Borrowers 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 Fax and email indemnity

The Borrowers 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 fax or email communication purporting to originate from the Borrowers to the Agent or the Security Agent or the ECA 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 or the ECA 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 Borrowers, 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 Borrowers 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 Borrowers shall promptly within five Business Days of demand pay the ECA Agent, the Agent, the Arrangers, the Security Agent, K-sure and KEXIM 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, each K-sure Insurance Policy and the KEXIM Guarantee;
- (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 26 (*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 an Obligor requests an amendment, waiver or consent, the Borrowers shall, within five Business Days of demand by the Agent or an ECA, reimburse the Agent or the relevant ECA for the amount of all costs and expenses (including fees, costs and expenses of legal advisers and (subject to clause 25.17 (*Independent report*) insurance and other consultants and advisers) reasonably incurred by the Agent, the Security Agent, the ECA Agent and the ECAs (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement, preservation and other costs

The Borrowers shall, on demand by a Finance Party or an ECA, pay to each Finance Party and the relevant ECA (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 or the relevant ECA in connection with:

- (a) the enforcement of, or the preservation of any rights under, any Finance Document, any K-sure Insurance Policy or the KEXIM Guarantee 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, any K-sure Insurance Policy or the KEXIM Guarantee or enforcing those rights;
- (b) any valuation carried out under clause 26 (*Minimum security value*) at the times provided in such clauses that the relevant costs must be borne by the Borrowers; or
- (c) any inspection carried out under clause 24.8 (*Inspection and notice of drydockings*) or any survey carried out under clause 24.16 (*Survey report*).

17 Guarantee and indemnity

17.1 Guarantee and indemnity

Each Guarantor hereby irrevocably and unconditionally and jointly and severally with the other Guarantor:

- (a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;
- (b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under

or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

- (c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that it will, as an independent and primary obligation, indemnify each Finance Party immediately on demand against any cost, loss or liability it incurs:
- (i) (A) if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal; or
 - (B) by operation of law, and as a result of the same the Borrowers have not paid any amount which would, but for such unenforceability, invalidity, illegality or operation of law, have been payable by the Borrowers 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 Agreement (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 a Guarantor is payable.

The amount payable by a Guarantor under this indemnity:

- (1) in respect of paragraph (i) above, shall be the amount it would have had to pay under this clause 17.1 if the amount claimed had been recoverable on the basis of a guarantee but for any relevant unenforceability, invalidity or illegality, and
- (2) in respect of paragraph (ii) above, shall include (aa) the difference between (x) the amount (if any) received by the Security Agent and the other Finance Parties from the Borrowers and (y) the amount that the Borrowers were 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 (bb) all further costs, losses and liabilities suffered or incurred by the Security Agent and the other Finance Parties as a result of a Change in Law.

For the purposes of (aa)(x) above, if payment was not received by the Security Agent or the other Finance Parties in the Original Currency, the amount received by the Security Agent and the other Finance Parties shall be deemed to be that payment's equivalent in the Original Currency converted, actually or notionally at the Security Agent's discretion, on the day of receipt at the then prevailing spot rate of exchange of the Security Agent or if, in the Security Agent'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 Security Agent 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 Security Agent, required, after taking into account any payments by the Borrowers, to place the Security Agent and the other Finance Parties in a position reasonably comparable to that it would have been in had the Original Currency continued to exist.

17.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

17.3 Reinstatement

If any payment is made by an Obligor, or any discharge, release or arrangement is given by a Finance Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) in whole or in part on the basis of any payment, security or other disposition, and the same is avoided or reduced or must be restored in, or as a result of, insolvency, liquidation, administration or any other similar event or otherwise, then:

- (a) the liability of each Obligor under this clause 17 shall continue or be reinstated as if the payment, discharge, release, arrangement, avoidance or reduction had not occurred; and
- (b) each Finance Party shall be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, release, arrangement, avoidance or reduction had not occurred.

17.4 Waiver of defences

The obligations of each Guarantor under this clause 17 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 17 including (without limitation):

- (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (ii) 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;
- (iii) 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;
- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (v) 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 including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (vii) any insolvency or similar proceedings.

17.5 Immediate recourse

Each Guarantor waives any right it may have of first requiring any 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 that Guarantor under this clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.6 Appropriations

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, each Finance Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of a Guarantor's liability under this clause 17.

17.7 Deferral of Guarantors' rights

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 and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 17:

- (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;
- (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;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which that Guarantor has given a guarantee, undertaking or indemnity under clause 17 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any other Obligor; and/or
- (f) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 36 (*Payment mechanics*). 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.

17.8 Additional security

This guarantee 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.

17.9 Guarantors' rights and obligations

- (a) The obligations of each Guarantor under the Guarantee and under this Agreement are joint and several. Failure by a Guarantor to perform its obligations under the Guarantee and/or this Agreement shall constitute a failure by all of the Guarantors.

- (b) Each Guarantor irrevocably and unconditionally jointly and severally with the other Guarantor:
- (i) agrees that it is responsible for the performance of the obligations of the other Guarantor under the Guarantee and this Agreement;
 - (ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Guarantors under the Guarantee and under this Agreement; and
 - (iii) agrees with each Finance Party that, if any obligation of the other Guarantor under the Guarantee and this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of the other Guarantor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by the other Guarantor under the Guarantee and/or this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
- (c) The obligations of each Guarantor under the Finance Documents shall continue until all amounts which may be or become payable by the Guarantors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (d) In no event shall any of the Guarantors have any right to claim or demand proceeds under the K-sure Insurance Policy or the KEXIM Guarantee from any ECA, whether on the basis that it has performed its obligations under the Guarantee and this Agreement and has acquired by way of subrogation the respective rights of the Borrowers or the Lenders or any of them against an ECA, or otherwise.

18 Representations

Each Obligor makes and repeats the representations and warranties set out in this clause 18 to each Finance Party at the times specified in clause 18.35 (*Times when representations are made*), except that the representations and warranties of clause (18.32 (*Sanctions*)) insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations will not be so made and repeated to any Finance Party established under the laws of Germany and/or with a Facility Office in Germany.

18.1 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.

18.2 Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by each Obligor in each Finance Document, any Charter Document and any Building Contract 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.

18.3 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, any Charter Document and any Building Contract 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, any Charter Document or any Building Contract Document to which such Obligor is, or is to be, a party.

18.4 Non-conflict

The entry into and performance by each Obligor and any Manager of, and the transactions contemplated by the Finance Documents, the Charter Documents and the Building Contract 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.

18.5 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 or Building Contract Document to which it is a party;
 - (ii) to make each Finance Document and any Charter Document or any Building Contract 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 18.12 (*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.

18.6 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, any Charter Document and any Building Contract Document will be recognised and enforced in each Obligor's Relevant Jurisdiction.
- (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.

18.7 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 18.7, **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, the Charter Documents or the Building Contract Documents or the transactions referred to in them (including that contained in any information memorandum).

18.8 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 Obligors 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.

18.9 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.

18.10 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 4.1 (*Conditions precedent to delivering of a Utilisation Request*), 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.

18.11 No insolvency

No corporate action, legal proceeding or other procedure or step described in clause 30.9 (*Insolvency proceedings*) or creditors' process described in clause 30.10 (*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 30.8 (*Insolvency*) applies to an Obligor or a Manager or a Subsidiary of an Obligor or a Manager.

18.12 No filing or stamp taxes

Under the laws of each Obligor's Relevant Jurisdictions it is not necessary that any Finance Document, any Charter Document or any Building Contract 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, any Charter Document or any Building Contract Document or the transactions contemplated by the Finance Documents, the Charter Documents or the Building Contract Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document, any Charter Document or any Building Contract 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, Charter Document or Building Contract Document.

18.13 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 or Building Contract Document.

18.14 No Default

- (a) No Default is continuing or is reasonably likely expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document or any Charter Document or Building Contract 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 2014, which have had or might reasonably be expected to have a Material Adverse Effect.

18.15 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.

18.16 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.

18.17 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.

18.18 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.

18.19 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.

18.20 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.

18.21 Legal and beneficial ownership

- (a) 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.

(b) Ownership of shares

(i) Each Borrower is a wholly-owned direct Subsidiary of GasLog Carriers.

(ii) GasLog Carriers is a wholly-owned direct Subsidiary of the Parent.

18.22 Shares

The shares of each Owner are fully paid and not subject to any option to purchase or similar rights. The Constitutional Documents of each Owner 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 each Owner (including any option or right of pre-emption or conversion).

18.23 Accounting Reference Date

The financial year-end of each Obligor is the Accounting Reference Date.

18.24 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.

18.25 Copies of documents

The copies of the Charter Documents, the Building Contract 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 or Building Contract Document which would materially affect the transactions or arrangements contemplated by any Charter Document or Building Contract Document or modify or release the obligations of any party under that Charter Document or Building Contract Document.

18.26 No breach of any Building Contract Document or Charter Document

No Obligor nor (so far as the Obligors are aware) any other person is in breach of any Charter Document or Building Contract Document to which it is a party nor has anything occurred which entitles or may entitle any party to any Charter Document or Building Contract Document to rescind or terminate it or decline to perform their obligations under it.

18.27 No immunity

No Obligor or any of its assets is immune to any legal action or proceeding.

18.28 Ship status

Each Ship will on the first day of the relevant Mortgage Period be:

- (a) registered provisionally in the name of the relevant Owner through the relevant Registry as a registered ship under the laws and flag of the relevant Flag State;
- (b) operationally seaworthy and in every way fit for service;
- (c) classed with the relevant Classification with the highest class free of all requirements and recommendations of the relevant Classification Society; and
- (d) insured in the manner required by the Finance Documents.

18.29 Ship's employment

Each Ship shall by the last day of the relevant Tolerance Period:

- (a) have been delivered, and accepted for service, under its Charter; and
- (b) be free of any other charter commitment which, if entered into after that date, would require approval under the Finance Documents.

18.30 Address commission

Save for any brokerage fees paid to Poten & Partners Inc., there are no rebates, commissions or other payments in connection with any Building Contract or any Charter other than those referred to in it.

18.31 Money Laundering

In relation to the borrowing by each Borrower of the Loans, 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 each Borrower is a party, each Borrower confirms (i) that it is acting for its own account; (ii) that it will use the proceeds of the Loans for its own benefit, under its full responsibility and exclusively for the purposes specified in this Agreement; and (iii) 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 21.14 (*Bribery and corruption*)).

18.32 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 other Group Member, 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;
 - (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 21.11 (*Sanctions*).

18.33 No other material events or facts

Without prejudice to the generality of clause 18.7 (*Information*), to the best of each Group Member's awareness, knowledge, information or belief, there are no other material events, circumstances or facts (political, commercial or otherwise) which may give rise to any loss or claim under the K-sure Insurance Policy.

18.34 No claims

The Borrowers agree and acknowledge that any claim or defence that they may have or hold in respect of any Building Contract or against any party thereto or any dispute arising in connection with any Building Contract among the parties thereto, shall not affect its payment obligations under the Finance Documents.

18.35 Times when representations are made

(a) All of the representations and warranties set out in this clause 18 (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 18.7 (*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.

19 Information undertakings

Each Obligor undertakes that this clause 19 will be complied with throughout the Facility Period.

In this clause 19:

Annual Financial Statements means each of the financial statements for a financial year of the Group, the Borrowers and the Guarantors, respectively, delivered pursuant to clause 19.1 (*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 19.1 (*Financial statements*).

19.1 Financial statements

- (a) The Obligors 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 the Group for that financial year; and
 - (ii) the unaudited financial statements (consolidated if appropriate) of each of the Borrowers and the Guarantors for that financial year.
- (b) The Obligors 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 the Guarantors for that financial half year. The Borrowers shall also supply to the Agent prior to each financial year budget and cashflow projections for the Borrowers and the Guarantors for such financial year.

19.2 Provision and contents of Compliance Certificate and valuations

- (a) The Obligors 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, valuations of each Fleet Vessel, each made in accordance with clause 26 (*Minimum security value*) and showing the value of each such Fleet Vessel (and for such purposes, the provisions of such clause 26 (*Minimum security value*) shall apply to each such Fleet Vessel and this paragraph 19.2(a)(ii) mutatis mutandis as if each such Fleet Vessel was a Ship).
- (b) Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 20.2 (*Financial condition*).
- (c) Each Compliance Certificate shall be signed by the finance director or chief financial officer of the Parent or, in his or her absence, by two directors of the Parent.

19.3 Requirements as to financial statements

- (a) The Borrowers shall procure that each set of financial statements delivered pursuant to clause 19.1 (*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 19.1 (*Financial statements*) shall:
 - (i) 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 Borrowers shall procure that each set of financial statements delivered pursuant to clause 19.1 (*Financial statements*) shall be prepared using GAAP, 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 Borrowers 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 clause 20 (*Financial covenants*) and any equivalent provision of the MLP Guarantee if this is executed pursuant to clause 30.22 (*Legal and beneficial ownership*) has 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.

19.4 Year-end

- (a) The Borrowers shall procure that each financial year-end of each Obligor falls on the Accounting Reference Date.
- (b) The Borrowers shall procure that each accounting period ends on an accounting date.

19.5 Information: miscellaneous

The Borrowers 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; and
- (e) promptly on request, such further information regarding the financial condition, assets and operations of the Obligors as any Finance Party through the Agent (or the ECA Agent, as applicable) may reasonably request,

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.

19.6 Notification of Default

The Borrowers shall notify the Agent (and the Agent shall notify each Lender) and each ECA of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor

becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

19.7 Sufficient copies

The Borrowers, 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.

19.8 Use of websites

(a) The Borrowers 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 Borrowers 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 Borrowers 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 Borrowers 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 Borrowers accordingly and the Borrowers shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Borrowers 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 Borrowers and the Agent.
- (c) The Borrowers 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 Borrowers notify the Agent under paragraphs 19.8(c)(i) or (v) above, all information to be provided by the Borrowers 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 Borrowers shall comply with any such request within ten Business Days.

19.9 “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 19.9(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, 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 19.9(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 19.9(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.

19.10 Money Laundering

The Borrowers 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 21.14 (*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 21.14 (*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.

19.11 ECA notification and information

The Borrowers shall promptly:

- (a) notify the Agent (and the Agent shall notify each Lender) forthwith by facsimile thereafter confirmed by letter of the occurrence of any political or commercial risk (which is within the actual knowledge of the Borrowers) covered by any K-sure Insurance Policy; and

- (b) provide the Agent (and the Agent shall provide each Lender) with copies of all financial or other information required by the Agent to satisfy any request for information by K-sure pursuant to any K-sure Insurance Policy or by KEXIM pursuant to the KEXIM Guarantee.

19.12 Liquidity

The Obligors shall procure that there are maintained, from the Utilisation of an Advance for a Ship and at all times thereafter throughout the Mortgage Period of such Ship, in the Earnings Account of the Owner of that Ship, minimum cash balances of no less than \$1,500,000 (namely, at all times \$1,500,000 per Mortgaged Ship).

20 Financial covenants

Each Obligor undertakes that this clause 20 will be complied with throughout the Facility Period.

20.1 Financial definitions

In this clause 20:

Cash and Cash Equivalents means cash in hand, deposits with banks which are repayable on demand, short term, highly liquid investments which are readily convertible into known amounts of cash with original maturities of three months or less that are subject to an insignificant risk of change in value but exclude (a) any cash that is specifically blocked and charged and (b) cash standing to the credit of any blocked account and charged to the Security Agent and/or any other Finance Party pursuant to any Finance Document.

Current Assets means, at any time, "Current Assets" of the Group as shown in the then most recent Financial Statements.

Current Liabilities means, at any time, the "Current Liabilities" of the Group as shown in the Financial Statements.

Current Portion of Loans means, at any time, the "Current Portion of Loans" as shown in the then most recent Financial Statements.

Debt Service means, in respect of any financial period, the sum to be the aggregate of:

- (a) scheduled amounts of principal; and
- (b) scheduled amounts of interest thereon; and
- (c) all other amounts in excess of \$30,000,000 per financial year payable as non-recurring or upfront fees, cost and expenses in connection with the 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 Group before taxation for such period, but:

- (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 the Semi-Annual Financial Statements of the Group referred to and defined as such in clause 19.1 (*Financial statements*).

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 (including under the KEXIM Guarantee) and 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 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 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 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, at any time, 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, at any time, the amount of total assets of the Group on a consolidated basis as determined in accordance with GAAP and shown in the then most recent Financial Statements and calculated in the same manner as shown in the Original Financial Statements of the Group.

Total Indebtedness means, at any time, the aggregate Financial Indebtedness (on a consolidated basis) of the Group as shown in the then most recent Financial Statements.

Total Market Adjusted Assets means, at any time, the Total Assets adjusted upwards or downwards, as the case may be, to reflect any difference between the book value of Fleet Vessels and mean valuations of such Fleet Vessels provided to the Agent under clause 19.2 (*Provision and contents of Compliance Certificate and valuations*) and made in accordance with the provisions of such clause.

20.2 Financial condition

Each Obligor shall ensure that at all times throughout the Facility Period:

- (a) **Net Worth:** Market Adjusted Net Worth shall be not less than \$350,000,000;
- (b) **Current ratio:** Current Assets shall be greater than or equal to Current Liabilities (excluding the Current Portion of Loans);
- (c) **Debt service cover:** in respect of any six month period, the ratio of EBITDA: Debt Service, on a trailing four quarter basis, shall be no less than 1.10:1;
- (d) **Leverage:** Maximum Leverage shall be less than 75%; and
- (e) **Cash and Cash Equivalents:** Cash and Cash Equivalents shall be at least the greater of (a) \$50,000,000 and (b) three per cent of Total Indebtedness.

20.3 Financial testing

The financial covenants set out in clause 20.2 (*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 Group by reference to the same and to each Compliance Certificate delivered pursuant to clause 19.2 (*Provision and contents of Compliance Certificate and valuations*) together with such statements.

21 General undertakings

Each Obligor undertakes with each Finance Party that this clause 21 will be complied with throughout the Facility Period, except that the undertakings in clause 21.11 (*Sanctions*) insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations are not given in favour of any Finance Party established under the laws of Germany and/or with a Facility Office in Germany.

21.1 Use of proceeds

The proceeds of Utilisations will be used exclusively for the purposes specified in clause 3 (*Purpose*).

21.2 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, the Charter Documents and the Building Contract Documents;

(ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document, Charter Document or Building Contract Document; and

(iii) carry on its business, where failure to do so has, or might reasonably be expected to have, a Material Adverse Effect.

21.3 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.

21.4 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 19.1 (*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.

21.5 Change of business

Except as approved by the Majority Lenders and the ECAs, 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.

21.6 Merger and corporate reconstruction

Except as approved by the Majority Lenders and the ECAs, 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).

21.7 Further assurance

(a) Each Obligor shall 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 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;
 - (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 31.1 (*Assignments by the Lenders*); and/or
 - (v) to satisfy any reasonable request for information made by an ECA.
- (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.

21.8 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) Except under the Share Security in respect of each Borrower, no Obligor will grant or allow to exist any Security Interest over any of the shares in any of the Borrowers 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.

21.9 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.

21.10 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.

21.11 Sanctions

- (a) No Obligor nor any other Group Member will, directly or indirectly, make any proceeds of the Loans 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 nor any of the Group Members 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;
 - (iv) own or control, directly or indirectly, a Prohibited Person;
 - (v) be in breach of Sanctions.
- (c) The Borrowers will prevent any Mortgaged 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);
 - (ii) in any trade which could expose the relevant Ship, any Finance Party or any manager of the Ships 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 an Owner 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 applicable law, it shall terminate as soon as possible and in any case within thirty (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 Borrowers will also inform the Finance Parties immediately upon becoming so aware.
- (e) Each Owner will provide the Finance Parties upon their written request with all relevant documentation related to its Mortgaged 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 21.11 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 Investment Ban List;
- (e) United Nations sanctions laws, including without limitation persons or organisations on the United Nations Consolidated List established and maintained by the 1267 Committee;
- (f) Australian sanctions law, including without limitation persons or organisations on the sanctions list issued and administered by the Australian Department of Foreign Affairs and Trade; and
- (g) Swiss sanctions laws, including without limitation persons or organisations on the sanctions lists issued and administered by the State Secretariat for Economic Affairs of Switzerland,

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;
- (d) the European Union (and/or any member state thereof);
- (e) Australia; or
- (f) Switzerland,

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**), the State Secretariat for Economic Affairs of Switzerland (**SECO**) and the Australian Department of Foreign Affairs and Trade.

21.12 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 Parliament and of the Council or any equivalent law or regulatory measure in any other jurisdiction.

21.13 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.

21.14 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 21.14 and clause 19.10 (*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.

21.15 ECA requirements

No Obligor shall act (or omit to act) in a manner that is inconsistent with any requirement of K-sure or KEXIM under or in connection with a K-sure Insurance Policy or the KEXIM Guarantee and, in particular:

- (a) each Obligor shall do all that is necessary to ensure that all requirements (to which it is subject) of K-sure and KEXIM under or in connection with each K-sure Insurance Policy and the KEXIM Guarantee are complied with;
- (b) each Obligor will refrain from acting in any manner which might be reasonably expected to result in a breach of any requirements of K-sure or KEXIM under or in connection with a K-sure Insurance Policy or the KEXIM Guarantee or affect the validity of any of them; and
- (c) each Obligor shall do all that is necessary to satisfy any reasonable request for information made by an ECA.

21.16 ECA cover protection

If at any time in the opinion of the ECA Agent, any provision of a Finance Document contradicts or conflicts with any provision of a K-sure Insurance Policy or the KEXIM Guarantee, the Borrowers will:

- (a) take all steps as the Agent, the ECA Agent and/or the relevant ECA shall reasonably require to remove such contradiction or conflict; and
- (b) take all steps as the Agent, the ECA Agent and/or the relevant ECA shall reasonably require to ensure that such K-sure Insurance Policy or the KEXIM Guarantee (as the case may be) remains in full force and effect.

Upon the Borrowers' written request, the Agent and/or the ECA Agent may deliver a copy of any issued K-sure Insurance Policy or the executed KEXIM Guarantee (and each Finance Party and each ECA hereby authorise such action) to the Borrowers.

21.17 Isabella clause

The Obligors hereby acknowledge and agree with the Finance Parties that (i) no Finance Party is responsible for the performance of any Building Contract and shall have no obligation to intervene in any dispute under any such contract and (ii) no claim which a Borrower may have against a Builder or any other persons nor the Builder's failure to fulfil its obligations under the Building Contract shall affect that Borrower's obligations to make payments under this Agreement or be used as defense against any set-off, counter-claim or cross-complaint to its obligation to make such payments.

22 Construction period

Each Borrower undertakes that this clause 22 will be complied with in relation to each Ship and its Building Contract throughout the period from the date of this Agreement until the earlier of the Delivery of that Ship, the cancellation of the Ship Commitment for that Ship and payment of all amounts required by this Agreement to be paid to the Finance Parties upon such cancellation.

22.1 Performance of Building Contract

The relevant Owner shall duly and punctually observe and perform all the material conditions and obligations imposed on it by the Building Contract.

22.2 Progress and information

Upon the Agent's request, the relevant Owner shall advise the Agent of the progress of construction of the Ship and supply the Agent with such other information as the Agent may require about the construction of the Ship or the Building Contract.

22.3 Arbitration under Building Contract

The relevant Owner shall promptly notify the Agent:

- (a) if either party begins an arbitration under the Building Contract;
- (b) of the identity of the arbitrators; and
- (c) of the conclusion of the arbitration and the terms of any arbitration award.

22.4 Notification of certain events

The relevant Owner shall notify the Agent immediately if either party cancels, rescinds, repudiates or otherwise terminates the Building Contract (or purports to do so) or rejects the Ship (or purports to do so) or if the Ship becomes a Total Loss or partial loss or is materially damaged or if a material dispute arises under the Building Contract.

23 Dealings with Ship

Each Borrower undertakes that this clause 23 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

23.1 Ship's name and registration

- (a) The Ship's name shall only be changed after prior notice to the Agent and, the relevant Owner 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 relevant Owner with the relevant Registry under the laws of its Flag State. Except with approval of all the Lenders and the ECAs, 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.

23.2 Sale or other disposal of Ship; refinancing

- (a) Except for a sale of a Ship for a cash price payable on completion of the sale which is no less than the amount by which the Loans must be reduced and prepaid under clause 7.6 (*Sale or Total Loss*) on completion of the sale, the relevant Owner will not sell, or agree to sell, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in it. Provided that if the Owner agrees to sell or transfer its Ship and the relevant Owner and the other Borrowers are in compliance with this clause 23.2 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, the Lenders and the ECAs will approve such sale or transfer and the Lenders will procure that upon the relevant prepayment and the discharge of the other obligations of the Borrowers under this clause 23.2 and clause 7.6 (*Sale or Total Loss*), the Mortgage over that Ship will be discharged and the Deed of Covenant, the General Assignment, any Charter Assignment, the Share Security, the Account Security and the Manager's Undertaking relating to that Ship will be released, and the relevant Owner will be released as Borrower under this Agreement, in each case pursuant to deeds of release executed at the cost and expense of the Borrowers.

- (b) If the Borrowers (i) prepay the Advance relevant to a Ship in full and pay all other amounts owing and payable under this Agreement and the other Finance Documents at the time of such prepayment and (ii) no Default has occurred and is continuing at the time, upon such prepayment the Lenders and the ECAs shall consent to the discharge of the Mortgage, the Deed of Covenant, the General Assignment, the Manager's Undertaking, the Share Security, the Account Security and any Charter Assignment relating to the Ship, and the release of the Owner of that Ship under the Finance Documents, at the cost and expense of the Borrowers.

23.3 Manager

A manager of the Ship (other than the Managers) shall not be appointed unless that manager and the terms of its appointment 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 relevant Owner 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).

23.4 Copy of Mortgage on board

A properly certified copy of the relevant 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.

23.5 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.

23.6 Conveyance on default

Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner 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.

23.7 Chartering

- (a) Except with approval of the Majority Lenders and the ECAs, the relevant Owner shall not enter into any charter commitment for a Ship (except for the Charter for each Ship, where applicable), which is:
- (i) a bareboat or demise charter or passes possession and operational control of the Ship to another person;
 - (ii) capable of lasting more than 24 calendar months (excluding any optional additional period not exceeding 30 days);
 - (iii) 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
 - (iv) to another Group Member.
- (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 relevant Owner shall advise the Agent and the ECA Agent promptly of any charter commitment in respect of its Ship (other than the relevant Charter) which has an original term in excess of 12 calendar months (without taking into account any option to extend or renew contained therein), and the relevant Owner shall:
- (i) deliver a copy of each such charter commitment to the Agent and the ECA Agent forthwith;
 - (ii) forthwith following a demand made by the Agent (acting on the instructions of the Majority Lenders or an ECA):
 - (A) 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
 - (B) procure the service of any such notice of assignment on the relevant counterparty of the Owner under such charter commitment, and the acknowledgement (if received) of such notice by such counterparty;
 - (iii) deliver to the Agent and the ECA 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 23.7(b), as the Agent (acting on the instructions of the Majority Lenders in their sole discretion) shall require; and
 - (iv) pay on the Agent's demand all reasonable legal costs and other costs incurred by the Agent and/or the ECA Agent and/or the Lenders and/or the ECAs 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 23.7(b).

23.8 Merchant use

The relevant Owner shall use the Ship only as a civil merchant trading ship.

23.9 Sharing of Earnings

Except with approval by the Majority Lenders and the ECAs, the relevant Owner shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else.

23.10 Payment of Earnings

The relevant Owner'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.

23.11 Lay up

Except with approval by the Majority Lenders (such approval not to be unreasonably withheld), no Ship shall be laid up or deactivated.

24 Condition and operation of Ship

Each Borrower undertakes that this clause 24 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

24.1 Defined terms

In this clause 24.1 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.

24.2 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.

24.3 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.

24.4 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 relevant Owner free of any Security Interest except under the Security Documents).

24.5 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.

24.6 Maintenance of class; compliance with laws and codes

The Ship's class shall be the relevant Classification 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) and the ECAs (such approval not to be unreasonably withheld). 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.

24.7 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.

24.8 Inspection and notice of drydockings

The Agent and/or surveyors appointed by it for such purpose shall be allowed to board the Ship at all reasonable times, subject to prior notice to the relevant Owner and without hindering the Ship's 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 Borrowers shall bear the cost of only one such inspection of the Ship per calendar year unless there is an Event of Default.

24.9 Prevention of arrest

All debts, damages, liabilities and outgoings (due and payable and not contested by the relevant Owner 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.

24.10 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.

24.11 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 entered into by or on behalf of any Obligor or any Manager and copies of any applicable operating certificates.

24.12 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 for such Ship;
- (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.

24.13 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.

24.14 Evidence of payments

The Agent shall be allowed proper and reasonable access, subject to prior written notice and provided that the operations of the relevant Owner are 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.

24.15 Repairers' liens

Except with approval by the Majority Lenders and the ECAs, 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 for such Ship unless the relevant Owner 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.

24.16 Survey report

As soon as reasonably practicable after the Agent requests it and promptly after each inspection made pursuant to clause 24.8 (*Inspection and notice of dry-dockings*), 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.

24.17 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.

24.18 War zones

No Ship shall enter or remain in any zone which has been declared a war zone by any government entity or that Ship's war risk insurers except with prior written notification to the Agent and provided that the Borrowers have delivered to the Agent written evidence satisfactory to it that any requirements of that Ship's insurers necessary to ensure that such Ship remains properly insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums) are complied with.

25 Insurance

Each Borrower undertakes that this clause 25 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period.

25.1 Insurance terms

In this clause 25:

excess risks means the proportion (if any) of claims for general average, 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 only 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 25.2(a).

minimum hull cover means, in relation to a Mortgaged Ship, an amount equal at the relevant time to 120% of such proportion of the Loans at such time as is equal to the proportion which the market value of such Mortgaged Ship bears to the aggregate of the market values of all of the Mortgaged Ships at the relevant time.

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).

25.2 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 Ship's Owner'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 with the insured value under the hull and machinery cover to be at least 80% of its market value) provided that it is acceptable to the Finance Parties and the ECAs if the hull interest and the freight interest is insured for up to 33.33% under the increased value/disbursements policies;

- (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 shipowner 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 25.

25.3 Placing of cover

The insurance coverage required by clause 25.2 (*Coverage required*) shall be:

- (a) in the name of the Ship's Owner 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 if available in the insurance market) and with insurers or associations approved by the Agent (acting on the instructions of the Majority Lenders).

25.4 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.

25.5 Mortgagee's insurance

- (a) The Borrowers 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 and the other Mortgaged Ships 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 Loans at such time.

- (b) The Agent shall take out mortgagee's interest insurance (on the terms provided under clause 25.5(a)) prior to the Delivery of the Ship (with effect from the Ship's Delivery Date) and keep such mortgagee's interest insurance in force in respect of the Ship throughout the Mortgage Period of that Ship.

25.6 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 (other than other Mortgaged Ships); or
- (b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrowers shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

25.7 Payment of premiums

All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually by the Owner and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

25.8 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.

25.9 Instructions for renewal

At least seven 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.

25.10 Confirmation of renewal

The Ship's Insurances shall be renewed upon their expiry in a manner and on terms which comply with this clause 25 and confirmation of such renewal given by approved brokers or insurers which shall be provided to the Agent at least 5 days (or such shorter period as may be approved) before such expiry.

25.11 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.

25.12 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.

25.13 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.

25.14 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 its Owner 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).

25.15 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.

25.16 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.

25.17 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 Borrowers 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 Borrowers shall reimburse the Agent for the cost of obtaining that report. The Borrowers shall not bear the cost of more than one such report per Ship per calendar year, unless there is an Event of Default.

25.18 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.

25.19 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).

25.20 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.

25.21 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.

25.22 Settlement of claims

Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval of all the Lenders and the ECAs.

26 Minimum security value

Each Borrower undertakes that this clause 26 will be complied with throughout the Facility Period.

26.1 Valuation of assets

For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or a Ship before its Delivery obtained under clause 4 (*Conditions of Utilisation*), or any other asset over which additional security is provided under this clause 26 will be its value as most recently determined in accordance with this clause 26 or, if no such value has been obtained, its value determined under any valuation made pursuant to clause 4 (*Conditions of Utilisation*).

26.2 Valuation frequency

Valuation of each Mortgaged Ship or each Ship before its Delivery and each such other asset in accordance with this clause 26 may be required by the Majority Lenders at any time (but in any event not less frequently than twice per calendar year).

26.3 Expenses of valuation

The Borrowers shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation provided that, in the absence of an Event of Default, the Borrowers shall bear the cost of the valuations of each Mortgaged Ship under this clause 26 only twice per calendar year.

26.4 Valuations procedure

The value of any Mortgaged Ship and each Ship before its Delivery shall be determined in accordance with, and by valuers approved and appointed in accordance with, this clause 26. Additional security provided under this clause 26 shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by the Majority Lenders or as may be agreed in writing by the Borrowers and the Agent (on the instructions of the Majority Lenders). Where additional security is held as security for more than one Advance, for the purposes of calculating the Security Value in respect of each Advance, the Agent shall allocate the value of such security as between the affected Advances pro-rata to the shortfall of such affected Advances.

26.5 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.

26.6 Basis of valuation

Each valuation will be addressed to the Agent in its capacity as such, it will be not more than 6 weeks old from its delivery to the Agent 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.

26.7 Information required for valuation

The Borrowers shall promptly provide to the Agent and any such valuer any information which they reasonably require for the purposes of providing such a valuation.

26.8 Approved Brokers

All valuers must be Approved Brokers. The Agent may from time to time notify the Borrowers and the Lenders of any additional independent ship brokers which have been approved by the Borrowers and the Agent (acting on the instructions of the Majority Lenders) as Approved Brokers for the purposes of this clause 26 and this Agreement, and the Majority Lenders may from time to time request the replacement of an Approved Broker.

26.9 Appointment of Approved Brokers

When a valuation is required for the purposes of this clause 26, the Agent (acting on the instructions of the Majority Lenders) or, if so approved at that time, the Borrowers shall promptly appoint the relevant Approved Brokers to provide such a valuation. If the Borrowers are 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.

26.10 Number of valuers

- (a) Each valuation must be carried out by two (2) Approved Brokers both of whom shall be nominated by the Borrowers. If the Borrowers fail promptly to nominate an Approved Broker then the Agent may nominate that valuer.
- (b) If the two (2) valuations of a Ship made by two (2) Approved Brokers vary by more than 15%, then a third Approved Broker must be nominated by the Borrowers to provide a valuation of such Ship. If the Borrowers fail to promptly nominate such third Approved Broker, then the Agent may nominate that third Approved Broker.

26.11 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 mean average of those valuations.
- (b) If any Approved Broker provides a range of values for a Ship, the value of such Ship for the purposes of the Finance Documents will be the mean average of the values comprising such range.

26.12 Security shortfall

- (a) If at any time the Security Value in respect of an Advance is less than the applicable Minimum Value for that Advance, the Agent may, and shall, if so directed by the Majority Lenders and the ECAs, by notice to the Borrowers require that such deficiency be remedied. The Borrowers shall then within 30 days of receipt of such notice ensure that

the Security Value for each Advance equals or exceeds the applicable Minimum Value for the relevant Advance. For this purpose, the Borrowers may:

- (i) provide additional security in respect of that Advance over cash in dollars or other assets approved by the Majority Lenders and each ECA in accordance with this clause 26; and/or
- (ii) prepay an equal part of that Advance under clause 7.4 (*Voluntary prepayment*).

(b) Any prepayment pursuant to clause 26.12(a)(i) shall be made:

- (i) without any requirement as to any minimum amount required by clause 7.4 (*Voluntary prepayment*); and
- (ii) such that any such prepayment shall be applied in relation to the affected Advance or Advances only. Therefore, any prepayment of part of an Advance pursuant to this clause 26.12 shall be applied to each Loan pro rata but against that Advance only.

26.13 Creation of additional security

The value of any additional security which the Borrowers offer to provide to remedy all or part of a shortfall in the amount of the Security Value in respect of any Advance will only be taken into account for the purposes of determining the Security Value for that Advance if and when:

- (a) that additional security, its value and the method of its valuation have been approved by the Majority Lenders and the ECAs (except in the case of otherwise approved first ranking security over cash in Dollars which shall be valued at par);
- (b) if applicable, the Agent has allocated the value of such additional security between any Advances in respect of which such security has been granted in the manner provided under clause 26.4 (*Valuations procedure*);
- (c) 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;
- (d) this Agreement has been unconditionally amended with such consequential amendments as required by the Agent acting reasonably; and
- (e) 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.

26.14 Security release

If the Security Value in respect of an Advance shall at any time exceed the Minimum Value for that Advance, and the Borrowers shall previously have provided further security to the Security Agent and/or the other Finance Parties pursuant to clause 26.12 (*Security shortfall*), the Security Agent (on the instructions of the Agent) and the other Finance Parties and the ECAs shall, as soon as reasonably practicable after notice from the Borrowers 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 Borrowers provided that the Agent (acting on the instructions of the Majority Lenders and the ECAs) is satisfied that, immediately following such release, the Security Value for that Advance will equal or exceed the Minimum Value for that Advance and no other Event of Default shall have occurred and be continuing.

27 Chartering undertakings

Each Borrower undertakes that this clause 27 will be complied with in relation to each Mortgaged Ship which is subject to a Charter and its Charter Documents throughout the relevant Ship's Mortgage Period.

27.1 Variations

Except (a) with approval (not to be unreasonably withheld or delayed) or (b) for any variations of secondary nature relating to day to day operational matters which the Borrowers shall in any event promptly notify to the Agent, the Charter Documents shall not be varied (and, for the avoidance of doubt, any assignment, transfer or novation of a Charter Document, whether from the relevant Owner or the relevant Charterer, without approval shall constitute a variation), and the relevant Owner shall not grant any consent to the relevant Charterer in respect of any such variation.

27.2 Releases and waivers

Except with approval, there shall be no release by the relevant Owner of any obligation of any other person under the Charter Documents (including by way of novation, assignment or transfer), no waiver of any breach of any such obligation and no consent to anything which would otherwise be such a breach.

27.3 Termination by Owner

Except with approval, the relevant Owner shall not terminate or rescind any Charter Document or withdraw the Ship from service under the Charter or take any similar action.

27.4 Charter performance

The relevant Owner 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.

27.5 Notice of assignment

The relevant Owner 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 that 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 4.1 (*Conditions precedent to delivering of a Utilisation Request*) and Schedule 3 (*Conditions precedent*) as applicable.

27.6 Payment of Charter Earnings

All Earnings which the relevant Owner is entitled to receive under the Charter Documents shall be paid into the relevant Owner's Earnings Account or, following an Event of Default, in the manner required by the Security Documents.

27.7 Termination Cure

Without prejudice to the Obligors' other obligations under the Finance Documents and the rights of the Finance Parties under clause 30.21 (*Charters*), if a Charter is cancelled or rescinded or (except as a result of the relevant Ship being a Total Loss) frustrated, or if any Ship is withdrawn from service under a Charter before the time that Charter was scheduled to expire, then the Borrowers shall use their best endeavours to ensure that:

- (a) as soon as reasonably possible after such cancellation, rescission, frustration or withdrawal, the relevant Owner of that Ship will enter into an approved time charter commitment in respect of that Ship on terms (including as to tenor, charter hire and credit standing of the charterer) which are in the opinion of the Agent (acting on the instructions of the Majority Lenders and each ECA in their absolute and unfettered discretion) not less favourable to the relevant Owner, the Group and the Finance Parties than these of the original Charter for that Ship; and
- (b) forthwith after the entry into such charter commitment, the relevant Owner will grant 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 deliver 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.

27.8 Quiet Enjoyment

If required by the charterer of a replacement charter commitment referred to in clause 27.7 (*Termination Cure*) as a condition to entering into the same, the Lenders and the ECAs 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.

27.9 Quiet Enjoyment Agreements and notices of assignment

- (a) Without prejudice to clause 4.2 (*Conditions precedent to Utilisation*) and Schedule 3 (*Conditions precedent*), in the case of each of Ship E, Ship F and Ship G, the Borrowers undertake that the duly executed Quiet Enjoyment Agreement and the duly executed notice of assignment and acknowledgement required under the relevant Charter Assignment for that Ship will be delivered to the Agent in the agreed form on the earlier of (i) the last day of the relevant Tolerance Period for that Ship and (ii) the delivery of the relevant Ship for service under the relevant Charter.
- (b) The Parties acknowledge that the Security Agent will not, and will not be expected to, deliver and release an executed Quiet Enjoyment Agreement to the relevant Borrower or Charterer for any such Ship, until such Ship is about to be or has actually been delivered to the relevant Charterer under the relevant Charter.

28 Bank accounts

Each Borrower undertakes that this clause 28 will be complied with throughout the Facility Period.

28.1 Earnings Accounts

- (a) Each Owner 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 Mortgaged Ships and all moneys payable to the relevant Owner 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 relevant Account Holder(s) shall not withdraw amounts standing to the credit of an Earnings Account except as permitted by clause 28.1(d).
- (d) 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 relevant Account Holder(s) and the relevant Account Holder(s) 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 and for as long as any such withdrawal will not result in the Borrowers being in breach of clause 19.12 (*Liquidity*).

28.2 Other provisions

- (a) An Account may only be designated for the purposes described in this clause 28 if:
 - (i) it is situated in London, England or in any other jurisdiction acceptable to the Lenders and the ECAs;
 - (ii) such designation is made in writing by the Agent and acknowledged by the Borrowers 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 an 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 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 28 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 an 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.

29 Business restrictions

Except as otherwise approved by the Majority Lenders and each ECA, each Obligor undertakes that throughout the Facility Period this clause 29 will be complied with by and in respect of each Group Member to which each of the provisions below is expressed to apply.

29.1 General negative pledge

- (a) In this clause 29.1, **Quasi-Security** means an arrangement or transaction described in clause 29.1(d).

- (b) No Borrower shall 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 29.2 (*Financial Indebtedness*) and 29.6 (*Disposals*)), no Borrower shall:
 - (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 29.6 (*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 29.1(b) and 29.1(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) in relation to a Mortgaged Ship, Permitted Maritime Liens.

29.2 Financial Indebtedness

No Borrower shall 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 another Obligor (provided that any such Financial Indebtedness owed by an Owner is unsecured and subordinated to the Finance Documents on approved terms);
- (c) Financial Indebtedness permitted under clause 29.3 (*Guarantees*); and
- (d) Financial Indebtedness permitted under clause 29.4 (*Loans and credit*).

29.3 Guarantees

No Borrower shall 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 29.2 (*Financial Indebtedness*).

29.4 Loans and credit

No Borrower shall 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 29.2 (*Financial Indebtedness*); and
- (b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities

29.5 Bank accounts, operating leases and other financial transactions

No Borrower shall:

- (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 29.

29.6 Disposals

No Borrower shall 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 29.1 (*General negative pledge*), 29.2 (*Financial Indebtedness*) or 23.2 (*Sale or other disposal of a Ship; refinancing*); and
- (d) the application of cash or cash equivalents in the acquisition of assets or services in the ordinary course of its business.

29.7 Contracts and arrangements with Affiliates

No Borrower shall be party to any arrangement or contract with any of its Affiliates (other than the MLP or, and only if and to the extent otherwise expressly permitted by the other provisions of this clause 29, intra-Group loans) unless such arrangement or contract is on an arm's length basis.

29.8 Subsidiaries

No Borrower shall establish or acquire a company or other entity.

29.9 Acquisitions and investments

No Borrower shall 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 a 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, the Building Contracts or any Charter Documents to which it is party.

29.10 Reduction of capital

No Borrower shall 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.

29.11 Distributions and other payments

None of the Obligors shall:

- (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 where the following conditions are met:

- (i) in the case of each Obligor, if no Event of Default is continuing at the time of the declaration or payment of any such dividend, distribution or other payment, nor would result from the declaration or payment of the same and such a dividend, distribution and payment is declared and made; and
- (ii) additionally, but in the case of the Parent only, if, following payment of any such dividend, distribution or other payment, Cash and Cash Equivalents is at least four per cent of Total Indebtedness (as each such term is defined in clause 20 (*Financial covenants*)).

30 Events of Default

Each of the events or circumstances set out in clauses 30.1 (*Non-payment*) to 30.22 (*Legal and beneficial ownership*) is an Event of Default.

30.1 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.

30.2 Financial covenants; ECA cover; liquidity

- (a) The Obligors do not comply with clause 20 (*Financial covenants*) or clause 19.1 (*Financial statements*).
- (b) The Obligors do not comply with clause 21.15 (*ECA requirements*).
- (c) The Obligors do not comply with clause 19.12 (*Liquidity*).

30.3 Value of security

The Borrowers do not comply with clause 26.12 (*Security shortfall*).

30.4 Insurance

- (a) The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 25 (*Insurance*).
- (b) Any insurer either:
 - (i) cancels any such Insurances and such Insurances are not immediately replaced by the Borrowers 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.

30.5 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 30.1 (*Non-payment*), 30.2 (*Financial covenants; ECA cover; liquidity*), 30.3 (*Value of security*) and 30.4 (*Insurance*) or any other provision of this clause 30); and
 - (ii) those of clause 21.11 (*Sanctions*), insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations.
- (b) No Event of Default under clause 30.5(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 Borrowers and (B) any of the Borrowers becoming aware of the failure to comply.

30.6 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 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 Borrowers and (b) any of the Borrowers becoming aware of the same (but excluding any representation or statement made under clause 18.32 (*Sanctions*) insofar as it relates to Sanctions not imposed by Germany, the European Union or the United Nations, to which this clause 30.6 shall not apply).

30.7 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 30.7 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 30.7(a) to 30.7(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.

30.8 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.

30.9 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 30.9(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.

30.10 Creditors' process

- (a) Any expropriation, attachment, sequestration, distress, 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.

30.11 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.

30.12 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 an Owner as a result of the sale of its Ship in accordance with, and subject to, the provisions of this Agreement).

30.13 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.

30.14 Repudiation and rescission of Finance Documents

An Obligor repudiates a Finance Document.

30.15 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.

30.16 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 and the ECAs reasonably believe has, or is reasonably expected to have, a Material Adverse Effect.

30.17 Security enforceable

Any Security Interest (other than a Permitted Maritime Lien) in respect of Charged Property becomes enforceable.

30.18 Arrest of Ship

Any Mortgaged 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 relevant Owner fails to procure the release of such Ship within a period of 30 days thereafter (or such longer period as may be approved).

30.19 Ship registration

Except with approval of the Majority Lenders and each ECA, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Mortgaged Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws within 90 days of such date.

30.20 Political risk

The Flag State of any Mortgaged 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 Borrowers.

30.21 Charters

Except with approval of the Majority Lenders and the ECAs :

- (a) any Ship is not delivered or accepted for service under its Charter within the relevant Tolerance Period for that Ship; or
- (b) a Charter of any Ship is cancelled or rescinded or (except as a result of the relevant Ship being a Total Loss) frustrated or any Ship is withdrawn from service under a Charter before the time that Charter was scheduled to expire (any such Ship referred to in this paragraph (b), an **Affected Ship**),

provided however that no Event of Default shall occur under clause 30.21(b) in relation to a Charter or Affected Ship, if the conditions under either paragraph (i) or paragraph (ii) below are satisfied in respect of that Charter or (as the case may be) Affected Ship within ***** days of such cancellation, rescission, frustration or withdrawal:

- (i) the Borrowers:
 - (A) have prepaid the Advance relevant to such Affected Ship in full under clause 7.4 (*Voluntary prepayment*) but on three (3) Business Day's notice instead of the period required by such clause); or
 - (B) have provided to the Finance Parties additional security over cash in an amount of dollars equal to such Advance in agreed form; or
- (ii) the relevant Owner has entered into a new charter commitment in respect of the Affected Ship in accordance with clause 27.7 (*Termination Cure*) and the Borrowers are otherwise in compliance with such clause 27.7 (*Termination Cure*) in respect of the same and which:
 - (A) is with a 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; and
 - (B) provides to the satisfaction of the Majority Lenders and the ECAs for charter rates which shall, for each calendar month, exceed the aggregate of all amounts of operational costs of such Ship and debt service for the Advance relevant to such Ship payable in such month; and
 - (C) provides for a fixed charter tenor of no less than 60 months without taking into account any option to extend; and
 - (D) is not a bareboat or demise charter or other charter commitment which passes possession and operational control of the Affected Ship to another person; and
 - (E) is otherwise in form and substance reasonably acceptable to the Majority Lenders,or is otherwise acceptable in form and substance in all respects to the Majority Lenders and the ECAs in their absolute discretion.

30.22 Legal and beneficial ownership

- (a) Any of the issued and outstanding shares (including the voting shares) of any Borrower cease to be legally and beneficially owned by GasLog Carriers unless all of the issued and outstanding shares (including the voting shares) of such Borrower are legally and beneficially (directly or indirectly through GPLH) owned by MLP; or
- (b) Any of the issued and outstanding shares (including the voting shares) of GasLog Carriers cease to be legally and beneficially owned by the Parent (and the Parties agree that such event, if an Event of Default, shall not also constitute a Change of Control under paragraph (a) of the definition of the same), unless all of the issued and outstanding shares (including the voting shares) of GasLog Carriers are legally and beneficially owned by MLP.

Provided always that if either the shares in a Borrower and/or GasLog Carriers are to become legally and/or beneficially owned by MLP, then each of MLP and GPLH must (as a condition of the transfer to the MLP) grant the MLP Guarantee and the GPLH Guarantee (the MLP Guarantee to include any financial covenants which may be required by the Lenders and the ECAs at their sole discretion as a condition of such approval) and duly executed replacement Share Security (in the form substantially similar to the existing Share Security) in respect of any

such Borrower, and the Obligors will at the same time execute an amendment agreement to this Agreement in connection with the above matters in such form as the Majority Lenders and the ECAs may require, and will deliver to the Agent such documents as the Agent may (acting on the instructions of the Majority Lenders and the ECAs) so require, including (without limitation) any and all corporate authorisations for MLP and GPLH of the nature described in Schedule 3 Part 1, paragraph 1 (*Obligors' corporate documents*) required by the Agent and any legal opinions required by the Agent.

30.23 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 and the ECAs, by notice to the Borrowers:

- (a) cancel the Total Commitments at which time they shall immediately be cancelled; and/or
- (b) declare that all or part of the Advances, 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 Advances 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.

The Agent and the other Finance Parties agree that the Agent shall consult with each ECA through the ECA Agent prior to issuing any notice under clause 30.23 (*Acceleration*).

31 Changes to the Lenders

31.1 Assignments by the Lenders

Subject to this clause 31, 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 or to an ECA (the **New Lender**).

31.2 Conditions of assignment

- (a) The prior written consent of the Borrowers is required for an assignment by a Lender, unless (i) the assignment is to another Lender or an ECA or an Affiliate of a Lender or an ECA or (ii) an Event of Default is continuing. The Agent will immediately advise the Borrowers of the assignment.
- (b) The consent of K-sure is required for an assignment by a K-sure Facility Lender of its K-sure Facility Commitments and/or its participation in the K-sure Facility and any such K-sure Facility Lender must comply with any other requirements of each K-sure Insurance Policy in respect of any such assignment.
- (c) The consent of KEXIM is required for an assignment by a KEXIM Covered Facility Lender of its KEXIM Covered Facility Commitments and/or its participation in the KEXIM Covered Facility and any such KEXIM Covered Facility Lender must comply with any other requirements of the KEXIM Guarantee in respect of any such assignment.

- (d) The Borrowers' 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 Borrowers shall be entitled to withhold consent in their discretion if the assignment is to a trust or fund.
- (e) 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 Borrowers 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 there has been a Utilisation, the assignment of an Existing Lender's participation in the Utilisations (if any) under a Facility shall take effect in respect of the same fraction of each such Utilisation under that Facility;
 - (v) if that Existing Lender assigns equal fractions of its Commitment and participation in a Facility and each Utilisation (if any) under the same Facility. For the avoidance of doubt, the Existing Lender shall not be required to assign equal fractions of its Commitments and participations in all the Facilities; and
 - (vi) if the total amount of participations and Commitments of the Existing Lender being assigned is not less than \$10,000,000.
- (f) 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.
- (g) 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 Borrowers' 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.

31.3 Fee

The New Lender (save for the ECAs in respect of an assignment to it) shall, on the date upon which an assignment takes effect, pay to the Agent (for its own account) a fee of \$5,000.

31.4 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 31; 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

31.5 Procedure for assignment

- (a) Subject to the conditions set out in clause 31.2 (*Conditions of assignment*) an assignment may be effected in accordance with clause 31.5(d) below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under clause 31.2(e) 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 31.5(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 31.8 (*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" and as a "K-sure Facility Lender" and/or a "KEXIM Facility Lender" and/or a "KEXIM Covered Facility Lender" and/or a "Commercial Facility Lender" (as applicable) 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 31.5 (*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 31.5 (*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 31.2 (*Conditions of assignment*).

31.6 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 31.2(e), send a copy of that Transfer Certificate and such other documents to the Borrowers.

31.7 Security over Lenders' rights

In addition to the other rights provided to Lenders under this clause 31.7, 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.

31.8 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 31.5 (*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 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 31.8, have been payable to it on that date, but after deduction of the Accrued Amounts.

31.9 Transfer to K-sure

- (a) If a K-sure Facility Lender receives a payment from K-sure under any K-sure Insurance Policy in respect of its participation in the K-sure Loan, then, to the extent that it is required to do so by K-sure pursuant to the terms of the relevant K-sure Insurance Policy, that K-sure Facility Lender shall, at the cost of the Borrowers and without the Borrowers' consent, assign to K-sure a part of its participation in the K-sure Loan equal to the amount paid to it by K-sure (but the assignment shall not limit the rights of that K-sure Facility Lender to recover any remaining part of its participation in the K-sure Loan or of any other moneys owing to it), Provided however that if K-sure makes any payment to the K-sure Facility Lenders under a K-sure Insurance Policy:

- (i) the obligations of the Obligors and the Finance Parties (and of any of them) under this Agreement and each of the Finance Documents shall not be discharged, reduced nor affected in any way;
 - (ii) K-sure shall be subrogated to the respective rights of the K-sure Facility Lenders against the Obligors and the Finance Parties under this Agreement and the other Finance Documents;
 - (iii) K-sure shall be entitled to the extent of such payment to exercise the respective rights of the K-sure Facility Lenders (whether present or future) against the Obligors (and against any of them) and the Finance Parties (and against any of them) pursuant to this Agreement and the Finance Documents or any relevant laws and/or regulations unless and until such payment and the interest accrued thereon are fully reimbursed to K-sure; and
 - (iv) with respect to the obligations of the Obligors owed to the Finance Parties under the Finance Documents (or any of them), such obligations shall additionally be owed to K-sure by way of subrogation of the rights of the Finance Parties.
- (b) Each of the K-sure Facility Lenders agrees that as soon as K-sure irrevocably and unconditionally pays in full all moneys due under a K-sure Insurance Policy then each of the relevant K-sure Facility Lenders shall promptly transfer to K-sure 95 per cent of their respective K-sure Facility Commitments, participations and other rights under the K-sure Facility in proportion to and in accordance with the schedule of payments made by K-sure under the K-sure Insurance Policy whereupon K-sure shall, upon receipt by the Agent of a duly completed Transfer Certificate, and modified to the extent agreed between the Finance Parties and K-sure for consistency with the terms and conditions of the K-sure Insurance Policy, be a transferee and as such shall be entitled to the rights and benefits of the K-sure Facility Lenders under the Finance Documents to the extent of its participation. Notwithstanding any provisions to the contrary in any Finance Document, the Borrowers consent to such assignment and transfer.
 - (c) The Borrowers shall indemnify K-sure and each K-sure Facility Lender in respect of any costs or expenses (including legal fees) suffered or incurred by K-sure or such K-sure Facility Lender in connection with the transfer referred to hereinabove or in connection with any review by K-sure or that K-sure Facility Lender of any Default or dispute between the Borrowers and any of the Finance Parties occurring prior to the transfer referred to hereinabove.
 - (d) The Borrowers shall indemnify K-sure in respect of any costs or expenses (including legal fees) suffered or incurred by K-sure in connection with any transfer referred to in this clause 31.9.
 - (e) The Obligors agree to cooperate with the Agent and the relevant K-sure Facility Lender in giving effect to any transfer or subrogation referred to above, and to take all actions requested by the Agent, such K-sure Facility Lender or K-sure, in each case to the extent capable of being done by it, to implement or give effect to such transfer or subrogation. All agreements, representations and warranties made in this Agreement in favour of the relevant Lender shall survive any transfer made pursuant to this clause and shall also inure to the benefit of K-sure.

31.10 Transfer to KEXIM

- (a) If a KEXIM Covered Facility Lender receives a payment from KEXIM under the KEXIM Guarantee in respect of its participation in the KEXIM Covered Loan, then, to the extent that it is required to do so by KEXIM pursuant to the terms of the KEXIM Guarantee, that KEXIM Covered Facility Lender shall, at the cost of the Borrowers and without the Borrowers' consent, assign to KEXIM a part of its participation in the KEXIM Covered Loan equal to the amount paid to it by KEXIM (but the assignment shall not limit the rights of that KEXIM Covered Facility Lender to recover any remaining part of its participation in

the KEXIM Covered Loan or of any other moneys owing to it), Provided however that if KEXIM makes any payment to the KEXIM Covered Facility Lenders under the KEXIM Guarantee:

- (i) the obligations of the Obligors and the Finance Parties (and of any of them) under this Agreement and each of the Finance Documents shall not be discharged, reduced nor affected in any way;
 - (ii) KEXIM shall be subrogated to the respective rights of the KEXIM Covered Facility Lenders against the Obligors and the Finance Parties under this Agreement and the other Finance Documents;
 - (iii) KEXIM shall be entitled to the extent of such payment to exercise the respective rights of the KEXIM Covered Facility Lenders (whether present or future) against the Obligors (and against any of them) and the Finance Parties (and against any of them) pursuant to this Agreement and the Finance Documents or any relevant laws and/or regulations unless and until such payment and the interest accrued thereon are fully reimbursed to KEXIM; and
 - (iv) with respect to the obligations and liabilities of the Obligors owed to the KEXIM Covered Facility Lenders under this Agreement and the Finance Documents (or any of them), such obligations and liabilities shall additionally be owed to KEXIM by way of subrogation of the rights of the KEXIM Covered Facility Lenders.
- (b) The Borrowers shall indemnify KEXIM and each KEXIM Covered Facility Lender in respect of any costs or expenses (including legal fees) suffered or incurred by KEXIM or such KEXIM Covered Facility Lender in connection with the transfer referred to hereinabove or in connection with any review by KEXIM of any Default or dispute between the Borrowers and any of the Finance Parties occurring prior to the transfer referred to hereinabove.
- (c) The Borrowers shall indemnify KEXIM in respect of any costs or expenses (including legal fees) suffered or incurred by KEXIM in connection with any transfer referred to in this clause 31.10.
- (d) The Obligors agree to cooperate with the Agent and the relevant KEXIM Covered Facility Lender in giving effect to any transfer or subrogation referred to above, and to take all actions requested by the Agent, such KEXIM Covered Facility Lender or KEXIM, in each case to the extent capable of being done by it, to implement or give effect to such transfer or subrogation. All agreements, representations and warranties made in this Agreement in favour of the relevant Lender shall survive any transfer made pursuant to this clause and shall also inure to the benefit of KEXIM.

32 Changes to the Obligors/Restriction on Debt Purchase Transactions

32.1 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 and each ECA.

32.2 Prohibition on Debt Purchase Transactions by the Group

The Obligors shall not, and each Guarantor 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.

32.3 Disenfranchisement of Debt Purchase Transactions entered into by Affiliates

- (a) For so long as a Parent's Affiliate (i) beneficially owns a Commitment or (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated:
 - (i) in ascertaining the Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments or any agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, such Commitment shall be deemed to be zero; and
 - (ii) for the purposes of clause 42.2 (*All Lender matters*), such Parent's Affiliate or the person with whom it has entered into such sub-participation, other agreement or arrangement shall be deemed not to be a Lender for the purpose of paragraph (i) above (unless, in the case of a person not being a Parent's Affiliate, it is a Lender by virtue otherwise than by beneficially owning the relevant Commitment).
- (b) Each Lender shall, unless such Debt Purchase Transaction is an assignment or transfer, promptly notify the Agent in writing if it knowingly enters into a Debt Purchase Transaction with a Parent's Affiliate (a **Notifiable Debt Purchase Transaction**), such notification to be substantially in the form set out in Part 1 of Schedule 8 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (c) No Lender shall knowingly enter into any Notifiable Debt Purchase Transaction unless such Notifiable Debt Purchase Transaction relates to the entirety of its Commitment in a Facility.
- (d) A Lender shall promptly notify the Agent if a Notifiable Debt Purchase Transaction to which it is a party:
 - (i) is terminated; or
 - (ii) ceases to be with a Parent Affiliate,such notification to be substantially in the form set out in Part 2 of Schedule 8 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (e) Each Parent Affiliate that is a Lender agrees that:
 - (i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and
 - (ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of or addressed to, the Agent or one or more of the Lenders. For the avoidance of doubt the only information the Lender is entitled to receive are operational notices for that Lender in connection with their Commitment.

32.4 Parent Affiliates' notification to other Lenders of Debt Purchase Transactions

Any Parent Affiliate which is or becomes a Lender and which enters into a Debt Purchase Transaction as a purchaser or a participant shall, by 5.00 pm on the Business Day following the day on which it entered into the Debt Purchase Transaction, notify the Agent of the extent of the Commitment(s) or amount outstanding to which that Debt Purchase Transaction relates. The Agent shall promptly disclose such information to the Lenders.

33 Roles of Agent, Security Agent, ECA Agent and Arrangers

33.1 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, each K-sure Insurance Policy and the KEXIM Guarantee.
- (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, each K-sure Insurance Policy and the KEXIM Guarantee 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 33.1(a) as agent for the Finance Parties (for so long as they are Finance Parties) on and subject to the terms of this clause 33, and any Finance Documents to which it is a Party.

33.2 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 and/or any of the ECAs (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 33.2(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, group of Lenders or any ECA, from that Lender, group of Lenders or ECA) 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.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender, group of Lenders or any ECA 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, group of Lenders or any ECA 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, any K-sure Insurance Policy or the KEXIM Guarantee. 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.

33.3 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 31.6 (*Copy of Transfer Certificate to Borrowers*), clause 33.3(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 and the ECAs through the ECA Agent.
- (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 and the ECAs through the ECA Agent.
- (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).

33.4 Role of the Arrangers, ECA Co-ordinator, Bookrunner and Global Co-ordinator

Except as specifically provided in the Finance Documents, the Arrangers, the ECA Co-ordinator, the Bookrunner and the Global Co-ordinator 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.

33.5 No fiduciary duties

- (a) Nothing in this Agreement constitutes the Agent, the ECA Agent, the Arrangers, the ECA Co-ordinator, the Bookrunner and the Global Co-ordinator as a trustee or fiduciary of any other person.
- (b) None of the Agent, the Security Agent, the ECA Agent, the Arrangers, the ECA Co-ordinator, the Bookrunner and the Global Co-ordinator 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.

33.6 Business with the Group

The Agent, the Security Agent, the ECA Agent, the Arrangers, the ECA Co-ordinator, the Bookrunner and the Global Co-ordinator 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.

33.7 Rights and discretions of the Agent

(a) The Agent may:

- (i) rely on any representation, communication, notice or document (including, without limitation, any notice given by a Lender pursuant to clauses 32.3(b) and 32.3(d) (*Disenfranchisement on Debt Purchase Transactions entered into by Affiliates*)) 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 30.1 (*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;
- (iii) any notice or request made by a Borrower (other than a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligors; and
- (iv) no Notifiable Debt Purchase Transaction:
 - (A) has been entered into;
 - (B) has been terminated; or

(C) has ceased to be with a Parent Affiliate.

- (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 33.7(c) or clause 33.7(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 or ECA 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 33.7(h), the Agent may (but is not obliged) disclose the identity of a Defaulting Lender to the other Finance Parties and the Borrowers 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 19 (*Information undertakings*) unless so required in writing by a Lender, in which case the Agent shall promptly make the appropriate request of the Borrowers if such request would be in accordance with the terms of this Agreement.
- (l) Except with the relevant ECA's prior consent, the Agent shall not be entitled to exercise or refrain from exercising any right, power, authority or discretion, or give or withhold any consent, the exercise or giving of which, by the terms of this Agreement, would require an ECA's prior consent and any amendment or waiver which relates to any matter which, by the terms of any Finance Document, requires the prior consent of an ECA shall not be entered into or provided by the Agent until such ECA has agreed to its terms.

33.8 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, any K-sure Insurance Policy, the KEXIM Guarantee 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, any K-sure Insurance Policy, the KEXIM Guarantee or of any representations in any Finance Document or any K-sure Insurance Policy or the KEXIM Guarantee or of any copy of any document delivered under any Finance Document or any K-sure Insurance Policy or the KEXIM Guarantee;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, any Charter Document or any Building Contract Document or any K-sure Insurance Policy or the KEXIM Guarantee 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 or any K-sure Insurance Policy or the KEXIM Guarantee;
- (c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents, the K-sure Insurance Policies or the KEXIM Guarantee;
- (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, KEXIM or K-sure or any other party to perform its obligations under any Finance Document, any Charter Document, any Building Contract Document, any K-sure Insurance Policy or the KEXIM Guarantee 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, the K-sure Insurance Policies or the KEXIM Guarantee;

- (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 Loans 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 Loans; 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.

33.9 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.

33.10 Exclusion of liability

- (a) Without limiting clause 33.10(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 or any K-sure Insurance Policy or the KEXIM Guarantee, 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, any K-sure Insurance Policy, the KEXIM Guarantee 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 or any K-sure Insurance Policy or the KEXIM Guarantee 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, a K-sure Insurance Policy or the KEXIM Guarantee; 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 or any K-sure Insurance Policy or the KEXIM Guarantee and any officer, employee or agent of the Agent may rely on this clause 33.10 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.

33.11 Lenders' indemnity to the Agent

- (a) Each Lender shall (in proportion (if no part of the Loans is then outstanding) to its share of the Total Commitments or (at any other time) to its participation in the Loans) indemnify the Agent, within five 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 36.11 (*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 33.7 (*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 and, to the extent applicable, the K-sure Insurance Policies and the KEXIM Guarantee (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document or out of the Trust Property) and this clause 33.11 as applied in favour of the Security Agent pursuant to clause 33.21 (*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 33.11 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 and the ECAs under this Agreement and the other Finance Documents.

- (b) Subject to clause 33.11(c), the Borrowers shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to clause 33.11(a).
- (c) Clause 33.11(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.

33.12 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, the ECA Agent and the Borrowers.
- (b) Alternatively the Agent may without giving any reason therefor resign by giving 30 days' notice to the other Finance Parties and the Borrowers, in which case the Majority Lenders (after consultation with the Borrowers) may appoint a successor Agent acting through an office in London.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with clause 33.12(b) above within 30 days after notice of resignation was given, the retiring Agent (after consultation with the Borrowers) 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 33.13 (*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 Borrowers 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 33.12(d)) but shall remain entitled to the benefit of clause 14.3 (*Indemnity to the Agent, Security Agent, ECA Agent, K-sure and KEXIM*) and this clause 33 (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 33.12(b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph 33.12(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 a 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 Borrowers 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) a 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 a Borrower or that Lender, by notice to the Agent, requires it to resign.

33.13 Replacement of the Agent

- (a) After consultation with the Borrowers, 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 33.13(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.

33.14 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.

33.15 Relationship with the Lenders

- (a) Subject to clause 31.8 (*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, fax number and (where communication by electronic mail or other electronic means is permitted under clause 38.5 (*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, fax number, electronic mail address, department and officer by that Lender for the purposes of clause 38.2 (*Addresses*) and clause 38.5 (*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.

33.16 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 or any Building Contract Document or any K-sure Insurance Policy or the KEXIM Guarantee 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 or any K-sure Insurance Policy or the KEXIM Guarantee;

- (c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents or any K-sure Insurance Policy or the KEXIM Guarantee;
- (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 or any K-sure Insurance Policy or the KEXIM Guarantee, 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 or any K-sure Insurance Policy or the KEXIM Guarantee, 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 or any K-sure Insurance Policy or the KEXIM Guarantee; 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.

33.17 Agent's management time and additional remuneration

- (a) Any amount payable to the Agent under clause 14.3 (*Indemnity to the Agent, Security Agent, ECA Agent, K-sure and KEXIM*), clause 16 (*Costs and expenses*) and clause 33.11 (*Lenders' indemnity to the Agent*) (and in the case of the Security Agent, as extended to it by virtue of clause 33.21 (*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 Borrowers 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 Borrowers 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 Borrowers agreeing that it is otherwise appropriate in the circumstances,the Borrowers shall pay to the Agent any additional remuneration that may be agreed between them or determined pursuant to clause 33.17(c).
- (c) If the Agent and the Borrowers fail to agree upon the nature of the duties, or upon the additional remuneration referred to in clause 33.17(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 Borrowers 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 Borrowers) and the determination of any investment bank shall be final and binding upon the Parties.

33.18 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.

33.19 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.

33.20 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 33.20 (*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 33.20 - 33.32 (*Indemnity from Trust Property*) (inclusive) and the Security Documents to which it is a party.

33.21 Application of certain clauses to Security Agent

- (a) Clauses 33.7 (*Rights and discretions of the Agent*), 33.8 (*Responsibility for documentation and other matters*), 33.9 (*No duty to monitor*), 33.10 (*Exclusion of liability*), 33.11 (*Lenders' indemnity to the Agent*), 33.12 (*Resignation of the Agent*), 33.13 (*Replacement of the Agent*), 33.14 (*Confidentiality*), 33.15 (*Relationship with the Lenders*), 33.16 (*Credit appraisal by the Lenders*), 33.17 (*Agent's management time and additional remuneration*) and 33.18 (*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 33.7 (*Rights and discretions of the Agent*), references to the Lenders and a group of Lenders shall refer to the Agent.

- (b) In addition, clause 33.12 (*Resignation of the Agent*) and clause 33.13 (*Replacement of the Agent*) shall, for the purposes of its application to the Security Agent pursuant to clause 33.21(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 Borrowers (except where the Security Agent is retiring under clause 33.12(a) as extended to it by clause 33.21(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 33.7(e) shall, for the purposes of its application to the Security Agent pursuant to clause 33.21(a), read as follows:
- “The Security Agent may, at the cost of the Borrowers, 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 33.10 (*Exclusion of liability*) shall, for the purposes of its application to the Security Agent pursuant to clause 33.21(a), include the following after sub clause 33.10(a)(iii)(B):
- “(C) any shortfall which arises on the enforcement or realisation of the Security Interests created by the Finance Documents.”.
- (e) Clause 33.14 (*Confidentiality*) shall, for the purposes of its application to the Security Agent pursuant to clause 33.21(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 Borrowers, 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 Borrowers, the agents and the other parties thereto are observing and performing all their respective obligations thereunder.

33.22 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 pre-funding 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 Borrowers, 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 30.23 (*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.

33.23 Security Agent's actions

Without prejudice to the provisions of clause 33.22 (*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.

33.24 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 (other than any amounts received under a K-sure Insurance Policy, which are for the account of the K-sure Facility Lenders, or any amounts received under the KEXIM Guarantee, which are for the account of the KEXIM Covered Facility Lenders, in each case, as specified therein) 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 33.11 (*Lenders' indemnity to the Agent*)) as extended to the Security Agent pursuant to clause 33.21 (*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 33.11 (*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 36.5 (*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 33.24(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.

The foregoing shall be without prejudice to any payment waterfall provisions set forth in a K-sure Insurance Policy in respect of the proceeds of such K-sure Insurance Policy, which shall govern the payment by K-sure of the proceeds of that K-sure Insurance Policy and the sharing of such proceeds by the K-sure Facility Lenders.

- (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 Borrowers 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

33.25 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 33.24(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) and, where applicable under the terms of this Agreement, the ECAs, 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.

33.26 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.

33.27 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.

33.28 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 Obligors 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.

33.29 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.

33.30 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 and, where applicable under the terms of this Agreement, the ECAs). 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.

33.31 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 33.24(a) (*Order of application*).

33.32 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 33.32 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 33.32 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.

33.33 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 33.24(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 36.5 (*Partial payments*) and clause 33.24(a) (*Order of application*).

33.34 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 each ECA 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, any K-sure Insurance Policy, the KEXIM Guarantee, 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, any K-sure Insurance Policy, the KEXIM Guarantee, 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, any K-sure Insurance Policy, the KEXIM Guarantee, 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, any K-sure Insurance Policy, the KEXIM Guarantee, 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 or K-sure or KEXIM.

33.35 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 and the ECAs) to grant any such releases (and the Security Agent will notify the Lenders and the ECAs 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.

33.36 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.

33.37 Additional trustees

The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrowers 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.

33.38 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 33, 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 33 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.

33.39 Security Agent's Ongoing Fees

- (a) The Borrowers shall pay to the Agent and the Security Agent certain fees in accordance with 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 Borrowers 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 Borrowers 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.

33.40 Interest on Demand

If the Borrowers fail 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.

33.41 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 or an ECA is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Borrowers 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 Borrowers 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).

33.42 Role of the ECA Agent

- (a) Each of the K-sure Facility Lenders, the KEXIM Covered Facility Lenders, the Security Agent and the Agent appoints the ECA Agent to act as its Agent for the purposes of dealing with K-sure in respect of the K-sure Insurance Policies and KEXIM in respect of the KEXIM Guarantee and the ECA Agent accepts the appointment on and subject to the terms of this clause 33.42
- (b) The ECA Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (c) The ECA Agent shall promptly forward to the Agent the original or a copy of any document which is delivered to the ECA Agent for another Party and shall promptly forward to K-sure (in accordance with the provision of the K-sure Insurance Policies) and to KEXIM (in accordance with the provisions of the KEXIM Guarantee) the original or a copy of any document which is delivered to the ECA Agent by any other Party.
- (d) Except where a Finance Document specifically provides otherwise, the ECA Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) Clauses 33.7(f), 33.7(g) and 33.7(h) (*Rights and discretions of the Agent*), 33.8 (*Responsibility for documentation and other matters*), clause 33.9 (*No duty to monitor*), 33.10 (*Exclusion of liability*), 33.12 (*Resignation of the Agent*), 33.14 (*Confidentiality*), 33.15 (*Relationship with the Lenders*), 33.16 (*Credit appraisal by the Lenders*) and 33.18 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the ECA 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 "ECA Agent" in its capacity as such, provided, that any change, substitution or resignation of the ECA Agent shall be subject to any consent requirement pursuant to the K-sure Insurance Policies or the KEXIM Guarantee.
- (f) All communications between (i) the Finance Parties on the one hand and (ii) K-sure and/or KEXIM (in its capacity as provider of the KEXIM Guarantee) on the other hand, shall be carried out exclusively through the ECA Agent and/or the Security Agent.
- (g) Each Lender shall deal with the ECA Agent exclusively through the Agent and shall not deal directly with the ECA Agent.

33.43 K-sure Insurance Policies

Each K-sure Facility Lender represents and warrants to the ECA Agent that, with effect from the date it receives each K-sure Insurance Policy, (i) it has reviewed the K-sure Insurance Policy and is aware of the provisions thereof, (ii) any representations and warranties made by the ECA Agent on behalf of each K-sure Facility Lender under the K-sure Insurance Policy are true and correct with respect to such K-sure Facility Lender in all respects, and (iii) no information provided by such K-sure Facility Lender in writing to the ECA Agent or to K-sure prior to the

date hereof was incomplete, untrue or incorrect in any respect except to the extent that such K-sure Facility Lender, in the exercise of reasonable care and due diligence prior to the giving of the information, could not have discovered the error or omission. Each K-sure Facility Lender represents and warrants to the ECA Agent that it has not taken (or failed to take), and agrees with the ECA Agent that it shall not take (or fail to take), any action that would result in the ECA Agent being in breach of any of its obligations in its capacity as ECA Agent under the K-sure Insurance Policies or the Finance Documents, or result in any of K-sure Facility Lenders being in breach of any of their respective obligations as insured parties, under a K-sure Insurance Policy, or which would otherwise prejudice the ECA Agent's ability to make a claim on behalf of the K-sure Facility Lenders under a K-sure Insurance Policy.

33.44 KEXIM Guarantee

Each KEXIM Covered Facility Lender represents and warrants to the ECA Agent that:

- (a) no information provided by it in writing to the ECA Agent or to KEXIM (in its capacity as provider of the KEXIM Guarantee) prior to the date of this Agreement was untrue or incorrect in any material respect except to the extent that it, in the exercise of reasonable care and due diligence prior to giving such information, could not have discovered the error or omission;
- (b) it has not taken (or failed to take), and agrees that it shall not take (or fail to take), any action that would result in the ECA Agent being in breach of any of its obligations in its capacity as ECA Agent under the KEXIM Guarantee or any of the Finance Documents, or result in the KEXIM Covered Facility Lenders being in breach of any of their respective obligations as insured parties under the KEXIM Guarantee, or which would otherwise prejudice the ECA Agent's ability to make a claim on behalf of the KEXIM Covered Facility Lenders under the KEXIM Guarantee;
- (c) it has reviewed the KEXIM Guarantee and is aware of its provisions; and
- (d) the representations and warranties made by the ECA Agent on its behalf under the KEXIM Guarantee are true and correct with respect to it in all respects.

Each KEXIM Covered Facility Lender acknowledges and agrees that it shall have no entitlement to make any claim or to take any action whatsoever under or in connection with the KEXIM Guarantee except through the ECA Agent and/or the Security Agent and that all of the rights of the KEXIM Covered Facility Lenders under the KEXIM Guarantee shall only be exercised by the ECA Agent and/or the Security Agent.

33.45 ECA Agent actions

The ECA Agent agrees to take such actions under the K-sure Insurance Policies (including with respect to any amendment, modification or supplement to a K-sure Insurance Policy) as may be directed on the unanimous instructions of the K-sure Facility Lenders from time to time; provided that, anything herein or in a K-sure Insurance Policy to the contrary notwithstanding, the ECA Agent shall not be obliged to take any such action or to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder or thereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it or if such action would be contrary to applicable law.

34 Conduct of business by the Finance Parties

34.1 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.

34.2 Finance Parties acting together

Notwithstanding clause 2.5 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 30.23 (*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 Borrowers 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 33 (*Roles of Agent, Security Agent, ECA Agent and Arrangers*) as it applies to the Security Agent.

34.3 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.

34.4 Conflicts

- (a) Each 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 Borrowers 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 Borrowers also acknowledge 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.

34.5 Conflict and ECA override

Without limiting in any manner the rights of the Lenders under the Facilities (other than the K-sure Facility and the KEXIM Covered Facility), and subject and without prejudice to any amendments, consents or waivers as may be given, consented or agreed to by the Agent which is contrary to or inconsistent with any vote exercised by the K-sure Lenders (acting on the

instructions of K-sure) and/or the KEXIM Covered Facility Lenders (acting on the instructions of KEXIM (in their capacity as provider of the KEXIM Guarantee));

- (a) in case of any conflict between the Finance Documents and the K-sure Insurance Policy, the K-sure Insurance Policy shall, as between the K-sure Lenders and K-sure, prevail, and to the extent of such conflict or inconsistency, none of the K-sure Lenders or the ECA Agent shall assert to K-sure, the terms of the relevant Finance Documents;
- (b) in case of any conflict between the Finance Documents and the KEXIM Guarantee, the KEXIM Guarantee shall, as between the KEXIM Covered Facility Lenders and KEXIM, prevail, and to the extent of such conflict or inconsistency, none of the KEXIM Covered Facility Lenders or the ECA Agent shall assert to KEXIM, the terms of the relevant Finance Documents;
- (c) nothing in this Agreement or any Finance Document shall permit or oblige any K-sure Lender or the ECA Agent to act (or omit to act) in a manner that is inconsistent with any requirement of K-sure under or in connection with a K-sure Insurance Policy; and
- (d) nothing in this Agreement or any Finance Document shall permit or oblige any KEXIM Covered Facility Lender or the ECA Agent to act (or omit to act) in a manner that is inconsistent with any requirement of KEXIM under or in connection with the KEXIM Guarantee.

34.6 Prior consultation with the ECAs

- (a) The Borrowers acknowledge that the Agent may, under the terms of this Agreement, a K-sure Insurance Policy or the KEXIM Guarantee, be required:
 - (i) to consult with the ECA Agent (who shall in turn consult with any of the ECAs), prior to the exercise of decisions under the Finance Documents (including the exercise of such voting rights in relation to any substantial amendment to any Finance Document); and
 - (ii) to follow certain instructions given by the ECA Agent (acting on the instructions of any of the ECAs), subject to clauses 34.2 (*Finance Parties acting together*) and 34.3 (*Majority Lenders*).
- (b) Each Finance Party will be deemed to have acted reasonably if it has acted on the instructions of the Agent (given by the ECA Agent (acting on the instructions of the ECAs)) to the Agent in accordance with the terms of the K-sure Insurance Policies and/or (as the case may be) the KEXIM Guarantee) in the making of any such decision or the taking or refraining from taking any action under any Finance Document to which it is a party.

35 Sharing among the Finance Parties

35.1 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 36 (*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 36 (*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 36.5 (*Partial payments*),

but taking into account, for the avoidance of doubt, that (i) any amounts paid under a K-sure Insurance Policy are for the account of the K-sure Facility Lenders as specified in that K-sure Insurance Policy and (ii) any amounts paid under the KEXIM Guarantee are for the account of the KEXIM Covered Facility Lenders as specified in the KEXIM Guarantee.

35.2 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 36.5 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

35.3 Recovering Finance Party's rights

On a distribution by the Agent under clause 35.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor (but not from an ECA), 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.

35.4 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.

35.5 Exceptions

- (a) This clause 35 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.

36 Payment mechanics

36.1 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.

36.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 36.3 (*Distributions to an Obligor*) and clause 36.4 (*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).

36.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with clause 37 (*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.

36.4 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 36.4(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 Borrowers' request, it is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders, and such Lenders and the Borrowers 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 a 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 Borrowers, 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.

36.5 Partial payments

- (a) If the Agent receives a payment for application against amounts in respect of any Finance Documents (other than, for the avoidance of doubt, payments under a K-sure Insurance Policy which are for the account of K-sure Facility Lenders or payments under a KEXIM Guarantee which are for the account of KEXIM Covered Facility Lenders, in each case, as specified therein) 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 33.11 (*Lenders' indemnity to the Agent*) including any amount resulting from the indemnity to the Security Agent under clause 33.21(a) (*Application of certain clauses to Security Agent*);
 - (iii) **thirdly**, in or towards payment to the Lenders pro rata of any accrued interest, fee or commission 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 and the ECAs, vary the order set out in paragraphs (iii) to (vi) of clause 36.5(a).
- (c) The foregoing shall be without prejudice to any payment waterfall provisions set forth in any K-sure Insurance Policy in respect of the proceeds of that K-sure Insurance Policy, which shall govern the payment by K-sure of the proceeds of that K-sure Insurance Policy and the sharing of such proceeds by the K-sure Facility Lenders.
- (d) Clauses 36.5(a), 36.5(b) and 36.5(c) above will override any appropriation made by an Obligor.

36.6 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.

36.7 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.

36.8 Payments on demand

For the purposes of clause 30.1 (*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.

36.9 Currency of account

- (a) Subject to clauses 36.9(b) to 36.9(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.

36.10 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 Borrowers); 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 Borrowers) 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.

36.11 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 Borrowers that a Payment Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrowers, consult with the Borrowers with a view to agreeing with the Borrowers such changes to the operation or administration of the Facilities as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrowers 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 Borrowers 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 42 (*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 36.11; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

36.12 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 36.1 (*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 an Acceptable Bank within the meaning of paragraph (a) of the definition of **Acceptable Bank** 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 36.1 (*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 33.13 (*Replacement of the Agent*), each Party which has made a payment to a trust account in accordance with clause 36.1 (*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 36.2 (*Distributions by the Agent*).

37 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).

38 Notices

38.1 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 fax or letter.

38.2 Addresses

The address, and fax number (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, fax number, 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.

38.3 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 fax, when received in legible form; or
 - (ii) 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 38.2 (*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 Borrowers 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 38.3(a) to 38.3(d) above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following day.

38.4 Notification of address and fax number

The Agent shall notify the other Parties on changing its address or fax number. All other Parties should notify promptly upon change of their address or fax number pursuant to clause 38.2 (*Addresses*).

38.5 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 38.5(b) above, after 5:00 p.m. 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
 - (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 Borrowers 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 Borrowers 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.

38.6 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.

38.7 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.

39 Calculations and certificates

39.1 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.

39.2 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.

39.3 Day count convention

Any interest, commission 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.

40 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.

41 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.

42 Amendments and grant of waivers

42.1 Required consents

- (a) Subject to clauses 42.2 (*All Lender matters*) and 42.3 (*Other exceptions*) and subject always to the requirements of the K-sure Insurance Policies and the KEXIM Guarantee, 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, if it affects the rights and obligations of an ECA, the consent of that ECA) 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 42.
- (c) Without prejudice to the generality of sub-clauses 33.7(c), 33.7(d) and 33.7(e) of clause 33.7 (*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 42 which is agreed to by the Borrowers. This includes any amendment or waiver which would, but for this clause 42.1(d), require the consent of the Parent.

42.2 All Lender matters

- (a) 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:
 - (i) the definition of "Change of Control" in clause 1.1 (*Definitions*);
 - (ii) the definition of "Majority Lenders" in clause 1.1 (*Definitions*);
 - (iii) the definition of "Last Availability Date" in clause 1.1 (*Definitions*);
 - (iv) an extension to the date of payment of any amount under the Finance Documents;
 - (v) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;
 - (vi) an increase in, or extension of, any Commitment, Facility Commitment or the Total Commitments, an extension of any period within which a Facility is available for Utilisation or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders and/or the Facility Commitments of the Lenders pro rata;
 - (vii) a change to any Borrower or any other Obligor;
 - (viii) any provision which expressly requires the consent or approval of all the Lenders;
 - (ix) clause 2.5 (Finance Parties' rights and obligations), clause 7.11 (*Mandatory prepayment and cancellation following non-compliance with Sanctions*), clause 18.32 (*Sanctions*), clause 21.11 (*Sanctions*), clause 31 (*Changes to the Lenders*), clause 35.1 (*Payments to Finance Parties*), this clause 42 (*Amendments and grant of waivers*), clause 45 (*Governing law*) or clause 46.1 (*Jurisdiction of English courts*);

- (x) the order of distribution under clause 36.5 (*Partial payments*);
- (xi) the order of distribution under clause 33.24 (*Order of application*);
- (xii) the currency in which any amount is payable under any Finance Document;
- (xiii) the nature or scope of the Charged Property or the manner in which the proceeds of enforcement of the Security Documents are distributed;
- (xiv) the nature or scope of the guarantee and indemnity granted under clause 17 (*Guarantee and indemnity*); or
- (xv) the circumstances in which the security constituted by the Security Documents (including the Guarantees) 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 each ECA and must be in writing.

42.3 Other exceptions

- (a) Amendments to or waivers in respect of clause 7.7 (*Termination of a K-sure Insurance Policy or KEXIM Guarantee*) may only be agreed with the consent of each of the K-sure Facility Lenders and the KEXIM Covered Facility Lenders.
- (b) 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).
- (c) Amendments to or waivers in respect of any Finance Document may only be agreed in writing.
- (d) Notwithstanding clauses 42.1 (*Required consents*), 42.2(a) (*All Lender matters*) and paragraphs (a) to (c) above (inclusive), 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.

42.4 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 under the Facilities, or the agreement of any specified group of Lenders, 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 Loans, 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 42.4, 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.

42.5 Replacement of a Defaulting Lender

- (a) The Borrowers may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 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 31 (*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 Borrowers, 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 Borrowers shall have no right to replace the Agent or the Security Agent or the ECA Agent;
 - (ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrowers to find a Replacement Lender;
 - (iii) the transfer must take place no later than 14 days after the notice referred to in clause 42.5(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.

42.6 Excluded Commitments; "Snooze you lose"

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 thirty (30) Business Days of that request being made (unless the Borrowers and the Agent agree to a longer time period in relation to any request):

- (a) its Commitments or its participation in the Loans shall not be included for the purpose of calculating the Total Commitments or the amount of the Loans when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments or the amount of the Loans has been obtained to approve that request; and
- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

42.7 Releases

Except with the approval of all the Lenders and each ECA 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.

43 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.

44 Confidentiality

44.1 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 44.2 (*Disclosure of Confidential Information*) and clause 44.3 (*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.

44.2 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), to the ECAs or any of their respective 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 31.7 (*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 agreed between the Borrowers and the relevant Finance Party; and any Finance Party may disclose (with the consent of the Borrowers) to any other person not included in paragraphs 44.2(a) - 44.2(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 Borrowers and the relevant Finance Party.

44.3 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 45 (*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 Facilities;
 - (x) type of the Facilities;
 - (xi) ranking of the Facilities;
 - (xii) the term of the Facilities;
 - (xiii) changes to any of the information previously supplied pursuant to paragraphs 44.3(a)(i) to 44.3(a)(xii) above; and
 - (xiv) such other information agreed between such Finance Party and the Borrowers,
- 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 Obligors 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 Borrowers represent that none of the information set out in clauses 44.3(a)(i) to 44.3(a)(xiii) above is, nor will at any time be, unpublished price-sensitive information.

(d) The Agent shall notify the Borrowers 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 Obligors; and
- (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

44.4 Entire agreement

This clause 44 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.

44.5 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.

44.6 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 Swiss law or other applicable banking secrecy and data protection legislation which would prevent a Disclosing Party from disclosing any Confidential Information in accordance with this Clause 44 (*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)).

44.7 Continuing obligations

The obligations in this clause 44 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.

45 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

46 Enforcement

46.1 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 46.1 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.

46.2 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

Borrowers

Name:	Gas-eleven Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	47182
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

Name:	Gas-twelve Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	47183
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

Name:	Gas-thirteen Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	47914
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

Name:	Gas-fourteen Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	47915
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

Name:	Gas-twenty two Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	49075
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

Name:	Gas-twenty three Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	49074
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

Name:	Gas-twenty four Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	49189
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

Name:	Gas-twenty five Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	49188
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

Parent

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., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

GasLog Carriers Ltd.

Name:	GasLog Carriers Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	41493
English process agent (if not incorporated in England)	GasLog Services UK Ltd., c/o 81 Kings Road, London, SW3 4XN
Registered office	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC98000, Monaco

The Original K-sure Facility Lenders

Name	Citibank, N.A., London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Citigroup Centre Canada Square London E14 5LB United Kingdom Fax: +44 203364 2230 Attention: Vassilios Maroulis</p> <p>For Credit Matters: Address: Citigroup Centre Canada Square London E14 5LB United Kingdom Fax: + 44 (0)20 7986 4881 Attention: Konstantinos Frangos / Youngsik Ahn / Sung-Hwan Moon</p> <p>For Operational Matters: Address: C/o Citibank International plc Poland Branch 8 Chalubinskiego St, 8th Floor Warsaw 00-613 Poland Fax: +44 4822 6929940 Attention: Renata Holboj / Wiktor Susicki Cc: Kara Catt / Romina Coates</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	Nordea Bank AB, London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office:</p> <p>Address: 8th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom</p> <p>Fax: +44(0)20 7726 9188</p> <p>E-mail: lars.kristian.klemo@nordea.com / nasos.tsarouchis@nordea.com</p> <p>Attention: Lars Kristian Klemo / Nasos Tsarouchis</p> <p>Operations/Administrations:</p> <p>Address: 8th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom</p> <p>Fax: +44(0)20 7726 9102</p> <p>E-mail: glenn.johnson@nordea.com / andrew.searle@nordea.com</p> <p>Attention: Glenn Johnson / Andrew Searle</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	Bank of America, National Association
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 555 California Street Mail code: CA5-705-04-01 San Francisco CA 94104 United States of America Fax: +1 415 343 0535 Attention: Anita Garfagnoli Email: BofA_Notices@baml.com</p> <p>For Credit Matters: Address: Merrill Lynch Financial Centre Main Building 2 King Edward Street London, EC1A 1HQ United Kingdom Fax: +44 207 996 3131 Email: Leasing_Credit_International@baml.com and adrienne.nel@baml.com Attention: Leasing Credit Team and Adrienne Nel</p> <p>Operations/Administrations: Address: 555 California Street Mail code: CA5-705-04-01 San Francisco CA 94104 United States of America Fax: +1 415 228 5288 Attention: Anita Garfagnoli Email: anita.l.garfagnoli@baml.com</p> <p>Address: 2059 Northlake Pkway Tucker GA30084 United States of America Fax: +1 404 532 3002 Email: anne.peavler@baml.com Attention: Anne Peavler</p> <p>Address: 125 Dupont Drive Mail code: RI1-121-01-08 Providence RI 02907 United States of America Fax: +1 617 310 2316 Email: rita.d.menezes@baml.com and alison.r.hook@baml.com Attention: Rita Menezes and Alison Hook</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	BNP Paribas Seoul Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 25/F, State Tower Namsan 100, Toegye-ro, Jung-gu Seoul 100-052 Fax: +82 2 317 1955 Attention: Yoo Bin Shin</p> <p>For Credit Matters: Address: 25/F, State Tower Namsan 100, Toegye-ro, Jung-gu Seoul 100-052 Fax: +82 2 317 1955 Email: yoobin.shin@asia.bnpparibas.com Attention: Yoo Bin Shin</p> <p>Operations/Administrations: Address: 24th Floor, State Tower Namsan 100, Toegye-ro, Jung-gu Seoul, 100-052 Korea Fax: +82 2 757 2530 Email: kr_cash_and_loan@asia.bnpparibas.com</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	Crédit Agricole Corporate and Investment Bank
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 9 quai du Président Paul Doumer 92920 Paris, La Défense Fax: +33 1 41 89 19 34 Attention: Clémentine Costil</p> <p>For Credit Matters: Address: Crédit Agricole CIB London Broadwalk House, 5 Appold Street London EC2A 2DA – United Kingdom Telephone: +44 207 214 59 82 Fax: +44 207 214 66 89 Attention: Benoît Tridon</p> <p>For Operational Matters: Address: 9 quai du Président Paul Doumer 92920 Paris, La Défense France Fax: +33 1 41 89 19 34 Attention: Clémentine Costil Cc: Jean-Baptiste Branchu</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	Credit Suisse AG
Facility Office, address, fax number and attention details for notices	<p>Facility Office:</p> <p>Address: Paradeplatz 8 CH-8070 Zurich Switzerland</p> <p>Fax: +41 44 333 7980</p> <p>Attention: Management</p> <p>For Credit Matters:</p> <p>Address: Paradeplatz 8 CH-8070 Zurich Switzerland</p> <p>Fax: +41 44 333 7980</p> <p>Email: portfolio.admin@credit-suisse.com</p> <p>Attention: Export Finance, SGAZ 4/Portfolio</p> <p>Operations/Administrations:</p> <p>Address: Paradeplatz 8 CH-8070 Zurich Switzerland</p> <p>Fax: +41 44 333 7980</p> <p>Email: cp-exfi.cso@credit-suisse.com</p> <p>Attention: Export Finance, SGAZ 4/Portfolio</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	HSBC Bank plc
Facility Office, address, fax number and attention details for notices	<p>Facility Office:</p> <p>Address: 8 Canada Square London, E14 5HQ UK</p> <p>Email: darryllcoates@hsbc.com / paula-cousotome@hsbc.com</p> <p>Attention: Darryll Coates/Paula Couso Tome</p> <p>For Credit Matters:</p> <p>Address: 109-111 Messoghion Avenue GR-115 26 Athens Greece</p> <p>Fax: +30 210 429 0506</p> <p>Email: antonis.lamnides@hsbc.com makis.mendoros@hsbc.com</p> <p>Attention: Antonis Lamnides / Makis Mendoros</p> <p>Operations/Administrations:</p> <p>Address: Level 27, 8 Canada Square London, E145 HQ United Kingdom</p> <p>Fax: +44 207 992 4680</p> <p>Attention: Process Manager, Loans Administration</p> <p>Operations contact International (EMEA) Loans Team</p> <p>Address: Corporate Trust and Loan Agency, Europe / HSBC Security Services Level 27, 8 Canada Square London, E145 HQ United Kingdom</p> <p>Fax: +44 207 992 4680</p> <p>Attention: Loans Administration Wei Min Lai / Vickneswary Munusamy</p> <p>Operations Contact Athens Greece:</p> <p>Address: 109-111 Messoghion Avenue GR-115 26 Athens Greece</p> <p>Fax: +30 210 692 9180</p> <p>Email: commercial.operations-gr@hsbc.com</p> <p>Attention: Loans Administration Sissy Constantinidou / Michael Filippas / Maria Drimoussi</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	ING Bank N.V., London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 (0) 207 767 7252 Attention: Rorry Hussey / Olga Terentieva</p> <p>For Credit Matters: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 (0) 207 767 7252 Email: rory.hussey@uk.ing.com olga.terentieva@uk.ing.com Attention: Rorry Hussey / Olga Terentieva</p> <p>Operations/Administrations: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 207 767 77324 Email: gb.ldn.deal.execution@uk.ing.com Attention: Mark Dasalla / Vilija Crowe</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	KfW IPEX-Bank GmbH
Facility Office, address, fax number and attention details for notices	<p>Facility Office:</p> <p>Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Fax: +49 69 7431 3768</p> <p>Attention: Maritime Industries – X2a4 / Julia Kirsch</p> <p>For Credit Matters:</p> <p>Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Fax: +49 69 7431 3768</p> <p>Email: julia.kirsch@kfw.de</p> <p>Attention: Maritime Industries – X2a4 / Julia Kirsch</p> <p>Operations/Administrations:</p> <p>Address: Palmengartenstraße 5-9 603 25 Frankfurt am Main Deutschland</p> <p>Fax: +49 69 7431 9413</p> <p>Email: kim.fritzel@kfw.de</p> <p>Attention: Kim Pia Fritzel</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	National Australia Bank Limited
Facility Office, address, fax number and attention details for notices	<p>Facility Office:</p> <p>Address: Level 25 255 George Street Sydney, NSW 2000 Australia</p> <p>Fax: +61 1300 764 759</p> <p>Attention: Asset Finance & Leasing</p> <p>For Credit Matters:</p> <p>Address: 12 Marina View #20-02 Asia Square Tower 2 Singapore 01896</p> <p>Email: quincy.chan@nabasia.com</p> <p>Attention: Quincy Chan</p> <p>Address: 88 Wood Street London EC2V 7QQ United Kingdom</p> <p>Email: Jackson.flint@eu.nabgroup.com</p> <p>Attention: Jackson Flint</p> <p>For Operational Matters:</p> <p>Address: Specialised Transaction Management Level 29, 500 Bourke Street Melbourne Australia</p> <p>Fax: +61 (3) 8641 3590 / 1300 652 199</p> <p>Email: Wholesale.Banking.Transaction.Management. Group@nab.com.au</p> <p>Attention: Specialised Transaction Management</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Attention: Jessica Ong</p> <p>For Credit Matters: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Email: ongciyessica@ocbc.com / leekinglan@ocbc.com Attention: Jessica Ong / Lee King Lan</p> <p>Operations/Administrations: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Email: ongciyessica@ocbc.com / homlkathy@ocbc.com / rujiuntham@ocbc.com Attention: Jessica Ong / Kathy Ho / Tham Ru Jiun</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	Société Générale
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 29 Boulevard Haussmann 75009 Paris France</p> <p>For Credit Matters: Address: 189, rue d'Aubervilliers 75886 Paris Cedex 18 OPER/FIN/SMO/IAB Email: daan.neef@sgcib.com / claire.nicolas@sgcib.com Attention: Daan Neef / Claire Nicolas</p> <p>Operations/Administrations: Address: 189, rue d'Aubervilliers 75886 Paris Cedex 18 OPER/FIN/STR/DMT6 Fax: +33 1 46 92 45 98 Email: par-oper-caf-dmt6@sgcib.com Attention: Axel Sarant / Hanna Milot</p>
K-sure Facility Commitment (\$)	\$27,478,911.09

Name	The Korea Development Bank
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 22 Eunhaeng-ro, Youngdeungpo-gu Seoul, 07242 Korea Fax: +82 2 787 7291 Attention: Project Finance Department I</p> <p>For Credit Matters: Address: 22 Eunhaeng-ro, Youngdeungpo-gu Seoul, 07242 Korea Fax: +82 2 787 7291 Email: byunggkim@kdb.co.kr / yooieque@kdb.co.kr shipfinance@kdb.co.kr Attention: Mr Kim, Byung Guel / Ms Cho, Yoon Joo</p> <p>Operations/Administrations: Address: 14 Eunhaeng-ro, Youngdeungpo-gu Seoul, 07242 Korea Fax: +82 2 787 5299 Email: heejin.k@kdb.co.kr / eunkyong@kdb.co.kr / loankdb@kdb.co.kr Attention: Ms Kwon, Hee Jin / Ms Kim, Eun Kyung</p>
K-sure Facility Commitment (\$)	\$82,710,856.92

The Original KEXIM Facility Lenders

Name	The Export-Import Bank of Korea
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 38 Eunhaeng-ro, Yeangdeungpo-gu Seoul, 150-996 Republic of Korea</p> <p>Notices: Address: 38 Eunhaeng-ro, Yeangdeungpo-gu Seoul, 150-996 Republic of Korea Fax: +8251 922 8837/+8251 922 8834 Attention: Maritime Project Finance Department</p>
KEXIM Facility Commitment (\$)	\$206,115,200

The Original KEXIM Covered Facility Lenders

Name	Citibank, N.A., London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Citigroup Centre Canada Square London E14 5LB United Kingdom Fax: +44 203364 2230 Attention: Vassilios Maroulis</p> <p>For Credit Matters: Address: Citigroup Centre Canada Square London E14 5LB United Kingdom Fax: + 44 (0)20 7986 4881 Attention: Konstantinos Frangos / Youngsik Ahn / Sung-Hwan Moon</p> <p>For Operational Matters: Address: C/o Citibank International plc Poland Branch 8 Chalubinskiego St, 8th Floor Warsaw 00-613 Poland Fax: +44 4822 6929940 Attention: Renata Holboj / Wiktor Susicki Cc: Kara Catt / Romina Coates</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	Nordea Bank AB, London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 8th Floor, City Place House 55 Bashinghall Street London EC2V 5NB United Kingdom Fax: +44(0)20 7726 9188 E-mail: lars.kristian.klemo@nordea.com / nasos.tsarouchis@nordea.com Attention: Lars Kristian Klemo / Nasos Tsarouchis</p> <p>Operations/Administrations: Address: 8th Floor, City Place House 55 Bashinghall Street London EC2V 5NB United Kingdom Fax: +44(0)20 7726 9102 E-mail: glenn.johnson@nordea.com / andrew.searle@nordea.com Attention: Glenn Johnson / Andrew Searle</p>
KEXIM Covered Facility Commitment (\$)	\$14,275,812.50

Name	Bank of America, National Association
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 555 California Street Mail code: CA5-705-04-01 San Francisco CA 94104 United States of America Fax: +1 415 343 0535 Attention: Anita Garfagnoli Email: BofA_Notices@baml.com</p> <p>For Credit Matters: Address: Merrill Lynch Financial Centre Main Building 2 King Edward Street London, EC1A 1HQ United Kingdom Fax: +44 207 996 3131 Email: Leasing_Credit_International@baml.com and adrienne.nel@baml.com Attention: Leasing Credit Team and Adrienne Nel</p> <p>Operations/Administrations: Address: 555 California Street Mail code: CA5-705-04-01 San Francisco CA 94104 United States of America Fax: +1 415 228 5288 Attention: Anita Garfagnoli Email: anita.l.garfagnoli@baml.com</p> <p>Address: 2059 Northlake Pkway Tucker GA30084 United States of America Fax: +1 404 532 3002 Email: anne.peavler@baml.com Attention: Anne Peavler</p> <p>Address: 125 Dupont Drive Mail code: RI1-121-01-08 Providence RI 02907 United States of America Fax: +1 617 310 2316 Email: rita.d.menezes@baml.com and alison.r.hook@baml.com Attention: Rita Menezes and Alison Hook</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	BNP Paribas Seoul Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 25/F, State Tower Namsan 100, Toegye-ro, Jung-gu Seoul 100-052 Fax: +82 2 317 1955 Attention: Yoo Bin Shin</p> <p>For Credit Matters: Address: 25/F, State Tower Namsan 100, Toegye-ro, Jung-gu Seoul 100-052 Fax: +82 2 317 1955 Email: yoobin.shin@asia.bnpparibas.com Attention: Yoo Bin Shin</p> <p>Operations/Administrations: Address: 24th Floor, State Tower Namsan 100, Toegye-ro, Jung-gu Seoul, 100-052 Korea Fax: +82 2 757 2530 Email: kr_cash_and_loan@asia.bnpparibas.com</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	Crédit Agricole Corporate and Investment Bank
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 9 quai du Président Paul Doumer 92920 Paris, La Défense Fax: +33 1 41 89 19 34 Attention: Clémentine Costil</p> <p>For Credit Matters: Address: Crédit Agricole CIB London Broadwalk House, 5 Appold Street London EC2A 2DA – United Kingdom Telephone: +44 207 214 59 82 Telefax: +44 207 214 66 89 Attention: Benoît Tridon</p> <p>For Operational Matters: Address: 9 quai du Président Paul Doumer 92920 Paris, La Défense France Fax: +33 1 41 89 19 34 Attention: Clémentine Costil Cc: Jean-Baptiste Branchu</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	Credit Suisse AG
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Paradeplatz 8 CH-8070 Zurich Switzerland Fax: +41 44 333 7980 Attention: Management</p> <p>For Credit Matters: Address: Paradeplatz 8 CH-8070 Zurich Switzerland Fax: +41 44 333 7980 Email: portfolio.admin@credit-suisse.com Attention: Export Finance, SGAZ 4/Portfolio</p> <p>Operations/Administrations: Address: Paradeplatz 8 CH-8070 Zurich Switzerland Fax: +41 44 333 7980 Email: cp-exfi.cso@credit-suisse.com Attention: Export Finance, SGAZ 4/Portfolio</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	HSBC Bank plc
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 8 Canada Square London, E14 5HQ UK Email: darryllcoates@hsbc.com / paula-cousotome@hsbc.com Attention: Darryll Coates/Paula Couso Tome</p> <p>For Credit Matters: Address: 109-111 Messoghion Avenue GR-115 26 Athens Greece Fax: +30 210 429 0506 Email: antonis.lamnides@hsbc.com makis.mendoros@hsbc.com Attention: Antonis Lamnides / Makis Mendoros</p> <p>Operations/Administrations: Address: Level 27, 8 Canada Square London, E145 HQ United Kingdom Fax: +44 207 992 4680 Attention: Process Manager, Loans Administration</p> <p>Operations contact International (EMEA) Loans Team Address: Corporate Trust and Loan Agency, Europe / HSBC Security Services Level 27, 8 Canada Square London, E145 HQ United Kingdom Fax: +44 207 992 4680 Attention: Loans Administration Wei Min Lai / Vickneswary Munusamy</p> <p>Operations Contact Athens Greece: Address: 109-111 Messoghion Avenue GR-115 26 Athens Greece Fax: +30 210 692 9180 Email: commercial.operations-gr@hsbc.com Attention: Loans Administration Sissy Constantinidou / Michael Filippas / Maria Drimoussi</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	ING Bank N.V., London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 (0) 207 767 7252 Attention: Rorry Hussey / Olga Terentieva</p> <p>For Credit Matters: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 (0) 207 767 7252 Email: rory.hussey@uk.ing.com olga.terentieva@uk.ing.com Attention: Rorry Hussey / Olga Terentieva</p> <p>Operations/Administrations: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 207 767 77324 Email: gb.ldn.deal.execution@uk.ing.com Attention: Mark Dasalla / Vilija Crowe</p>
KEXIM Covered Facility Commitment (\$)	\$14,275,812.50

Name	KEB HANA Bank, LONDON BRANCH
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 8 Old Jewry London EC2R 8DN United Kingdom Fax: +44 207 600 8550 Attention: Kyung Ryu</p> <p>For Credit Matters: Address: 8 Old Jewry London EC2R 8DN United Kingdom Fax: +44 207 600 8550 Email: ryuk@keb.co.kr / jaehyen.lee@hanafn.com Attention: Kyung Ryu</p> <p>Operations/Administrations: Address: 8 Old Jewry London EC2R 8DN United Kingdom Fax: +44 207 600 8550 Email: rjinna@keb.co.kr Attention: Raejin Park</p>
KEXIM Covered Facility Commitment (\$)	\$30,000,000

Name	KfW IPEX-Bank GmbH
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany Fax: +49 69 7431 3768 Attention: Maritime Industries – X2a4 / Julia Kirsch</p> <p>For Credit Matters: Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany Fax: +49 69 7431 3768 Email: julia.kirsch@kfw.de Attention: Maritime Industries – X2a4 / Julia Kirsch</p> <p>Operations/Administrations: Address: Palmengartenstraße 5-9 603 25 Frankfurt am Main Deutschland Fax: +49 69 7431 9413 Email: kim.fritzel@kfw.de Attention: Kim Pia Fritzel</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	National Australia Bank Limited
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Level 25 255 George Street Sydney, NSW 2000 Australia Fax: +61 1300 764 759 Attention: Asset Finance & Leasing</p> <p>For Credit Matters: Address: 12 Marina View #20-02 Asia Square Tower 2 Singapore 01896 Email: quincy.chan@nabasia.com Attention: Quincy Chan</p> <p>Address: 88 Wood Street London EC2V 7QQ United Kingdom Email: Jackson.flint@eu.nabgroup.com Attention: Jackson Flint</p> <p>For Operational Matters: Address: Specialised Transaction Management Level 29, 500 Bourke Street Melbourne Australia Fax: +61 (3) 8641 3590 / 1300 652 199 Email: Wholesale.Banking.Transaction.Management. Group@nab.com.au Attention: Specialised Transaction Management</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Attention: Jessica Ong</p> <p>For Credit Matters: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Email: ongcijessica@ocbc.com / leekinglan@ocbc.com Attention: Jessica Ong / Lee King Lan</p> <p>Operations/Administrations: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Email: ongcijessica@ocbc.com / homlkathy@ocbc.com / rujiuntham@ocbc.com Attention: Jessica Ong / Kathy Ho / Tham Ru Jiun</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

Name	Société Générale
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 29 Boulevard Haussmann 75009 Paris France</p> <p>For Credit Matters: Address: 189, rue d'Aubervilliers 75886 Paris Cedex 18 OPER/FIN/SMO/IAB Email: daan.neef@sgcib.com / Claire.nicolas@sgcib.com Attention: Daan Neef / Claire Nicolas</p> <p>Operations/Administrations: Address: 189, rue d'Aubervilliers 75886 Paris Cedex 18 OPER/FIN/STR/DMT6 Fax: +33 1 46 92 45 98 Email: par-oper-caf-dmt6@sgcib.com Attention: Axel Sarant / Hanna Milot</p>
KEXIM Covered Facility Commitment (\$)	\$14,257,812.50

The Original Commercial Facility Lenders

Name	Citibank, N.A., London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Citigroup Centre Canada Square London E14 5LB United Kingdom Fax: +44 203364 2230 Attention: Vassilios Maroulis</p> <p>For Credit Matters: Address: Citigroup Centre 33 Canada Square Canary Wharf London E14 5LB United Kingdom Fax: + 44 20 3364 2230 Attention: Vassilios Maroulis / Timothy Soe</p> <p>Address: Citibank Greece Shipping Division 1st Floor Akti Miaouli 47-49 Piraeus, 18536 Greece Fax: +30 210 4292806 Attention: Petros Fokas / Chrysoula Mavri</p> <p>For Operational Matters: Address: Loan Processing Unit, Citibank N.A. Citibank International Plc Poland Branch on behalf of Citibank NA London Loans Operations Department 8 Chalubinskiego Str. 6th Floor, Warsaw 00-613 Poland Fax: +444 822 692 9940 Attention: Tamara Chlosta / Anna Milesiewicz/Katarzyna / Paduchowska / Anita Wroblewska-Raczka)</p>
Commercial Facility Commitment (\$)	\$40,974,133.35

Name	Nordea Bank AB, London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office:</p> <p>Address: 8th Floor, City Place House 55 Bashinghall Street London EC2V 5NB United Kingdom</p> <p>Fax: +44(0)20 7726 9188</p> <p>E-mail: lars.kristian.klemo@nordea.com / nasos.tsarouchis@nordea.com</p> <p>Attention: Lars Kristian Klemo / Nasos Tsarouchis</p> <p>Operations/Administrations:</p> <p>Address: 8th Floor, City Place House 55 Bashinghall Street London EC2V 5NB United Kingdom</p> <p>Fax: +44(0)20 7726 9102</p> <p>E-mail: glenn.johnson@nordea.com / andrew.searle@nordea.com</p> <p>Attention: Glenn Johnson / Andrew Searle</p>
Commercial Facility Commitment (\$)	\$40,974,133.35

Name	Bank of America, National Association
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 555 California Street Mail code: CA5-705-04-01 San Francisco CA 94104 United States of America Fax: +1 415 343 0535 Attention: Anita Garfagnoli Email: BofA_Notices@baml.com</p> <p>For Credit Matters: Address: Merrill Lynch Financial Centre Main Building 2 King Edward Street London, EC1A 1HQ United Kingdom Fax: +44 207 996 3131 Email: Leasing_Credit_International@baml.com and adrienne.nel@baml.com Attention: Leasing Credit Team and Adrienne Nel</p> <p>Operations/Administrations: Address: 555 California Street Mail code: CA5-705-04-01 San Francisco CA 94104 United States of America Fax: +1 415 228 5288 Attention: Anita Garfagnoli Email: anita.l.garfagnoli@baml.com</p> <p>Address: 2059 Northlake Pkway Tucker GA30084 United States of America Fax: +1 404 532 3002 Email: anne.peavler@baml.com Attention: Anne Peavler</p> <p>Address: 125 Dupont Drive Mail code: RI1-121-01-08 Providence RI 02907 United States of America Fax: +1 617 310 2316 Email: rita.d.menezes@baml.com and alison.r.hook@baml.com Attention: Rita Menezes and Alison Hook</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	BNP Paribas
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 16 boulevard des Italiens 75009 Paris Fax: +33 1 42 98 4355 Attention: Transportation Group</p> <p>For Credit Matters: Address: 16 rue de Hanovre 75078 Paris Cedex 02 Fax: +331 42 98 43 55 Email: jean-marc.morant@bnpparibas.com / nicolas.topet@bnpparibas.com / mouna.felfel@bnpparibas.com Attention: Jean-Marc Morant / Nicolas Topet / Mouna Felfel</p> <p>Operations/Administrations: Address: 150 Rue du Faubourg Poissonniere 75450 Paris Cedex 09 France Fax: +33 1 40 14 74 25 Email: paris.cib.boci.cfi.2@bnpparibas.com Attention: Agnès Lokbani-Lelièvre / Karène Berry</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	Crédit Agricole Corporate and Investment Bank
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 9 quai du Président Paul Doumer 92920 Paris, La Défense Fax: +33 1 41 89 19 34 Attention: Clémentine Costil</p> <p>For Credit Matters: Address: Crédit Agricole CIB London Broadwalk House, 5 Appold Street London EC2A 2DA – United Kingdom Telephone: +44 207 214 59 82 Telefax: +44 207 214 66 89 Attention: Benoît Tridon</p> <p>For Operational Matters: Address: 9 quai du Président Paul Doumer 92920 Paris, La Défense France Fax: +33 1 41 89 19 34 Attention: Clémentine Costil Cc: Jean-Baptiste Branchu</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	Credit Suisse AG
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Aeschenvorstadt 48 4051 Basel Switzerland Fax: +41 61 266 7939 Attention: Management / Virginia Hess</p> <p>For Credit Matters: Address: St. Alban-Graben 1-3 P.O. Box, CH-4002 Basel Switzerland Fax: +41 61 266 7939 Email: virginia.hess@credit-suisse.com Attention: Virginia Hess</p> <p>Operations/Administrations: Address: St. Alban-Graben 1-3 P.O. Box, CH-4002 Basel Switzerland Fax: +41 61 266 7939 Email: virginia.hess@credit-suisse.com Attention: Virginia Hess</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	HSBC Bank plc
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 8 Canada Square London, E14 5HQ UK Email: darryllcoates@hsbc.com / paula-cousotome@hsbc.com Attention: Darryll Coates/Paula Couso Tome</p> <p>For Credit Matters: Address: 109-111 Messoghion Ave. GR-115 26 Athens Greece Fax: +30 210 429 0506 Email: antonis.lamnides@hsbc.com makis.mendoros@hsbc.com Attention: Antonis Lamnides / Makis Mendoros</p> <p>Operations/Administrations: Address: Level 27, 8 Canada Square London, E145 HQ United Kingdom Fax: +44 207 992 4680 Attention: Process Manager, Loans Administration</p> <p>Operations contact International (EMEA) Loans Team Address: Corporate Trust and Loan Agency, Europe / HSBC Security Services Level 27, 8 Canada Square London, E145 HQ United Kingdom Fax: +44 207 992 4680 Attention: Loans Administration Wei Min Lai / Vickneswary Munusamy</p> <p>Operations Contact Athens Greece: Address: 109-111 Messoghion Avenue GR-115 26 Athens Greece Fax: +30 210 692 9180 Email: commercial.operations-gr@hsbc.com Attention: Loans Administration Sissy Constantinidou / Michael Filippas / Maria Drimoussi</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	ING Bank N.V., London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 (0) 207 767 7252 Attention: Rorry Hussey / Olga Terentieva</p> <p>For Credit Matters: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 (0) 207 767 7252 Email: rory.hussey@uk.ing.com olga.terentieva@uk.ing.com Attention: Rorry Hussey / Olga Terentieva</p> <p>Operations/Administrations: Address: 60 London Wall London, EC2M 5TQ United Kingdom Fax: +44 207 767 77324 Email: gb.ldn.deal.execution@uk.ing.com Attention: Mark Dasalla / Vilija Olga</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	KfW IPEX-Bank GmbH
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany Fax: +49 69 7431 3768 Attention: Maritime Industries – X2a4 / Julia Kirsch</p> <p>For Credit Matters: Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany Fax: +49 69 7431 3768 Email: julia.kirsch@kfw.de Attention: Maritime Industries – X2a4 / Julia Kirsch</p> <p>Operations/Administrations: Address: Palmengartenstraße 5-9 603 25 Frankfurt am Main Deutschland Fax: +49 69 7431 9413 Email: kim.fritzel@kfw.de Attention: Kim Pia Fritzel</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	National Australia Bank Limited
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: Level 25 255 George Street Sydney, NSW 2000 Australia Fax: +61 1300 764 759 Attention: Asset Finance & Leasing</p> <p>For Credit Matters: Address: 12 Marina View #20-02 Asia Square Tower 2 Singapore 01896 Email: quincy.chan@nabasia.com Attention: Quincy Chan</p> <p>Address: 88 Wood Street London EC2V 7QQ United Kingdom Email: Jackson.flint@eu.nabgroup.com Attention: Jackson Flint</p> <p>For Operational Matters: Address: Specialised Transaction Management Level 29, 500 Bourke Street Melbourne Australia Fax: +61 (3) 8641 3590 / 1300 652 199 Email: Wholesale.Banking.Transaction.Management. Group@nab.com.au Attention: Specialised Transaction Management</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Attention: Jessica Ong</p> <p>For Credit Matters: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Email: ongciessica@ocbc.com / leekinglan@ocbc.com Attention: Jessica Ong / Lee King Lan</p> <p>Operations/Administrations: Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513 Fax: +65 6536 6449 Email: ongciessica@ocbc.com / homlkathy@ocbc.com / rujiuntham@ocbc.com Attention: Jessica Ong / Kathy Ho / Tham Ru Jiun</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

Name	Société Générale
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 29 Boulevard Haussmann 75009 Paris France</p> <p>For Credit Matters: Address: Société Générale 189, rue d'Aubervilliers 75886 Paris Cedex 18 OPER/FIN/SMO/IAB Email: daan.neef@sgcib.com / Claire.nicolas@sgcib.com Attention: Daan Neef / Claire Nicolas</p> <p>Operations/Administrations: Address: 189, rue d'Aubervilliers 75886 Paris Cedex 18 OPER/FIN/STR/DMT6 Fax: +33 1 46 92 45 38 Email: par-oper-caf-dmt6@sgcib.com Attention: Axel Sarant / Hanna Milot</p>
Commercial Facility Commitment (\$)	\$40,974,133.33

The Agent

Name	Nordea Bank AB, London Branch
Facility Office, address, fax number and attention details for notices	<p>Address: 8th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom</p> <p>Fax: +44(0)20 7726 9188</p> <p>E-mail: lars.kristian.klemo@nordea.com / nasos.tsarouchis@nordea.com</p> <p>Attention: Lars Kristian Klemo / Nasos Tsarouchis</p>

The ECA Agent

Name	Citibank N.A., London Branch
Facility Office, address, fax number and attention details for notices	<p>Address: 5th Floor Citigroup Centre Mail drop CGC2 05-65 25 Canada Square Canary Wharf London E14 5LB U.K.</p> <p>Fax: + 44 (0)20 492 3980</p> <p>Attention: Konstantinos Frangos / Youngsik Ahn / Sung-Hwan Moon</p> <p>Cc: Kara Catt / Romina Coates</p>

The Security Agent

Name	Nordea Bank AB, London Branch
Facility Office, address, fax number and attention details for notices	Address: 8 th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom Fax: +44(0)20 7726 9188 E-mail: lars.kristian.klemo@nordea.com / nasos.tsarouchis@nordea.com Attention: Lars Kristian Klemo / Nasos Tsarouchis

The Arrangers Mandated Lead Arrangers

Name	Citibank, N.A., London Branch
Facility Office, address, fax number and attention details for notices	Address: Citigroup Centre 33 Canada Square London E14 5LB United Kingdom Fax: +44 20 3364 2230 Attention: Vassilios Maroulis

Name	Nordea Bank, London Branch
Facility Office, address, fax number and attention details for notices	Address: 8 th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom Fax: +44(0)20 7726 9188 E-mail: lars.kristian.klemo@nordea.com / nasos.tsarouchis@nordea.com Attention: Lars Kristian Klemo / Nasos Tsarouchis

Name	The Export-Import Bank of Korea
Facility Office, address, fax number and attention details for notices	Address: 38 Eunhaeng-ro, Yeangdeungpo-gu Seoul, 150-996 Republic of Korea Notices: Address: 38 Eunhaeng-ro, Yeangdeungpo-gu Seoul, 150-996 Republic of Korea Fax: +8251 922 8837/+8251 922 8834 Attention: Maritime Project Finance Department

Name	Bank of America, National Association
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 555 California Street Mail code: CA5-705-04-01 San Francisco CA 94104 United States of America Fax: +1 415 343 0535 Attention: Anita Garfagnoli Email: BofA_Notices@baml.com</p> <p>For Credit Matters: Address: Merrill Lynch Financial Centre Main Building 2 King Edward Street London, EC1A 1HQ United Kingdom Fax: +44 207 996 3131 Email: Leasing_Credit_International@baml.com and adrienne.nel@baml.com Attention: Leasing Credit Team and Adrienne Nel</p> <p>Operations/Administrations: Address: 555 California Street Mail code: CA5-705-04-01 San Francisco CA 94104 United States of America Fax: +1 415 228 5288 Attention: Anita Garfagnoli Email: anita.l.garfagnoli@baml.com</p> <p>Address: 2059 Northlake Pkway Tucker GA30084 United States of America Fax: +1 404 532 3002 Email: anne.peavler@baml.com Attention: Anne Peavler</p> <p>Address: 125 Dupont Drive Mail code: RI1-121-01-08 Providence RI 02907 United States of America Fax: +1 617 310 2316 Email: rita.d.menezes@baml.com and alison.r.hook@baml.com Attention: Rita Menezes and Alison Hook</p>

Name	BNP Paribas
Facility Office, address, fax number and attention details for notices	<p>Address: 16 boulevard des Italiens 75009 Paris</p> <p>Fax: +33 1 42 98 4355</p> <p>Attention: Transportation Group</p> <p>For Credit Matters:</p> <p>Address: 16 rue de Hanovre 75078 Paris Cedex 02</p> <p>Fax: +331 42 98 43 55</p> <p>Email: jean-marc.morant@bnpparibas.com / nicolas.topet@bnpparibas.com / mouna.felfel@bnpparibas.com</p> <p>Attention: Jean-Marc Morant / Nicolas Topet / Mouna Felfel</p> <p>Operations/Administrations:</p> <p>Address: 150 Rue du Faubourg Poissonniere 75450 Paris Cedex 09 France</p> <p>Fax: + 33 1 40 14 74 25</p> <p>Email: paris.cib.boci.cfi.2@bnpparibas.com</p> <p>Attention: Agnès Lokbani-Lelièvre / Karène Berry</p>

Name	Credit Agricole Corporate and Investment Bank
Facility Office, address, fax number and attention details for notices	<p>Address: 9 quai du Président Paul Doumer 92920 Paris, La Défense</p> <p>Fax: +33 1 41 89 19 34</p> <p>Attention: Clémentine Costil</p> <p>For Credit Matters:</p> <p>Address: Crédit Agricole CIB London Broadwalk House, 5 Appold Street London EC2A 2DA – United Kingdom</p> <p>Telephone: +44 207 214 59 82</p> <p>Telefax: +44 207 214 66 89</p> <p>Attention: Benoît Tridon</p> <p>For Operational Matters:</p> <p>Address: 9 quai du Président Paul Doumer 92920 Paris, La Défense</p> <p>France Fax: +33 1 41 89 19 34</p> <p>Attention: Clémentine Costil</p> <p>Cc: Jean-Baptiste Branchu</p>

Name	Credit Suisse AG
Facility Office, address, fax number and attention details for notices	<p>Address: Paradeplatz 8 CH-8070 Zurich Switzerland</p> <p>Fax: +41 44 333 7980</p> <p>Attention: Management</p> <p>For Credit Matters:</p> <p>Address: Paradeplatz 8 CH-8070 Zurich Switzerland</p> <p>Fax: +41 44 333 7980</p> <p>Email: portfolio.admin@credit-suisse.com</p> <p>Attention: Export Finance, SGAZ 4/Portfolio</p> <p>Operations/Administrations:</p> <p>Address: Paradeplatz 8 CH-8070 Zurich Switzerland</p> <p>Fax: +41 44 333 7980</p> <p>Email: cp-exfi.cso@credit-suisse.com</p> <p>Attention: Export Finance, SGAZ 4/Portfolio</p>

Name	HSBC Bank plc
Facility Office, address, fax number and attention details for notices	<p>Address: 8 Canada Square London, E14 5HQ UK</p> <p>Email: darryllcoates@hsbc.com / paula-cousotome@hsbc.com</p> <p>Attention: Darryll Coates/Paula Couso Tome</p> <p>For Credit Matters:</p> <p>Address: 109-111 Messoghion Avenue GR-115 26 Athens Greece</p> <p>Fax: +30 210 429 0506</p> <p>Email: antonis.lamnides@hsbc.com makis.mendoros@hsbc.com</p> <p>Attention: Antonis Lamnides / Makis Mendoros</p> <p>Operations/Administrations:</p> <p>Address: Level 27, 8 Canada Square London, E145 HQ United Kingdom</p> <p>Fax: +44 207 992 4680</p> <p>Attention: Process Manager, Loans Administration</p> <p>Operations contact International (EMEA) Loans Team</p> <p>Address: Corporate Trust and Loan Agency, Europe / HSBC Security Services Level 27, 8 Canada Square London, E145 HQ United Kingdom</p> <p>Fax: +44 207 992 4680</p> <p>Attention: Loans Administration Wei Min Lai / Vickneswary Munusamy</p> <p>Operations Contact Athens Greece:</p> <p>Address: 109-111 Messoghion Avenue GR-115 26 Athens Greece</p> <p>Fax: +30 210 692 9180</p> <p>Email: commercial.operations-gr@hsbc.com</p> <p>Attention: Loans Administration Sissy Constantinidou / Michael Filippas / Maria Drimoussi</p>

Name	ING Bank N.V., London Branch
Facility Office, address, fax number and attention details for notices	<p>Address: 60 London Wall London, EC2M 5TQ United Kingdom</p> <p>Fax: +44 (0) 207 767 7252</p> <p>Attention: Rorry Hussey / Olga Terentieva</p> <p>For Credit Matters:</p> <p>Address: 60 London Wall London, EC2M 5TQ United Kingdom</p> <p>Fax: +44 (0) 207 767 7252</p> <p>Email: rory.hussey@uk.ing.com olga.terentieva@uk.ing.com</p> <p>Attention: Rorry Hussey / Olga Terentieva</p> <p>Operations/Administrations:</p> <p>Address: 60 London Wall London, EC2M 5TQ United Kingdom</p> <p>Fax: +44 207 767 77324</p> <p>Email: gb.ldn.deal.execution@uk.ing.com</p> <p>Attention: Mark Dasalla / Vilija Crowe</p>

Name	KEB HANA BANK, LONDON BRANCH
Facility Office, address, fax number and attention details for notices	<p>Address: 8 Old Jewry London EC2R 8DN United Kingdom</p> <p>Fax: +44 207 600 8550</p> <p>Attention: Kyung Ryu</p> <p>For Credit Matters:</p> <p>Address: 8 Old Jewry London EC2R 8DN United Kingdom</p> <p>Fax: +44 207 600 8550</p> <p>Email: ryuk@keb.co.kr / jaehyen.lee@hanafn.com</p> <p>Attention: Kyung Ryu</p> <p>Operations/Administrations:</p> <p>Address: 8 Old Jewry London EC2R 8DN United Kingdom</p> <p>Fax: +44 207 600 8550</p> <p>Email: rjinna@keb.co.kr</p> <p>Attention: Raejin Park</p>

Name	KfW IPEX-Bank GmbH
Facility Office, address, fax number and attention details for notices	<p>Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Fax: +49 69 7431 3768</p> <p>Attention: Maritime Industries – X2a4 / Julia Kirsch</p> <p>For Credit Matters:</p> <p>Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Fax: +49 69 7431 3768</p> <p>Email: julia.kirsch@kfw.de</p> <p>Attention: Maritime Industries – X2a4 / Julia Kirsch</p> <p>Operations/Administrations:</p> <p>Address: Palmengartenstraße 5-9 603 25 Frankfurt am Main Deutschland</p> <p>Fax: +49 69 7431 9413</p> <p>Email: kim.fritzel@kfw.de</p> <p>Attention: Kim Pia Fritzel</p>

Name	National Australia Bank Limited
Facility Office, address, fax number and attention details for notices	<p>Facility Office:</p> <p>Address: Level 25 255 George Street Sydney, NSW 2000 Australia</p> <p>Fax: +61 1300 764 759</p> <p>Attention: Asset Finance & Leasing</p> <p>For Credit Matters:</p> <p>Address: 12 Marina View #20-02 Asia Square Tower 2 Singapore 01896</p> <p>Email: quincy.chan@nabasia.com</p> <p>Attention: Quincy Chan</p> <p>Address: 88 Wood Street London EC2V 7QQ United Kingdom</p> <p>Email: Jackson.flint@eu.nabgroup.com</p> <p>Attention: Jackson Flint</p> <p>For Operational Matters:</p> <p>Address: Specialised Transaction Management Level 29, 500 Bourke Street Melbourne Australia</p> <p>Fax: +61 (3) 8641 3590 / 1300 652 199</p> <p>Email: Wholesale.Banking.Transaction.Management.Group@nab.com.au</p> <p>Attention: Specialised Transaction Management</p>

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, fax number and attention details for notices	<p>Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513</p> <p>Fax: +65 6536 6449</p> <p>Attention: Jessica Ong</p> <p>For Credit Matters:</p> <p>Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513</p> <p>Fax: +65 6536 6449</p> <p>Email: ongcijessica@ocbc.com / leekinglan@ocbc.com</p> <p>Attention: Jessica Ong / Lee King Lan</p> <p>Operations/Administrations:</p> <p>Address: 65 Chulia Street #10-00 OCBC Centre Singapore 049513</p> <p>Fax: +65 6536 6449</p> <p>Email: ongcijessica@ocbc.com / homlkathy@ocbc.com / rujiuntham@ocbc.com</p> <p>Attention: Jessica Ong / Kathy Ho / Tham Ru Jiun</p>

Name	Société Générale
Facility Office, address, fax number and attention details for notices	<p>Address: 29 Boulevard Haussmann 75009 Paris France</p> <p>For Credit Matters: Address: Société Générale 189, rue d'Aubervilliers 75886 Paris Cedex 18 OPER/FIN/SMO/IAB Email: daan.neef@sgcib.com / Claire.nicolas@sgcib.com Attention: Daan Neef / Claire Nicolas</p> <p>Operations/Administrations: Address: 189, rue d'Aubervilliers 75886 Paris Cedex 18 OPER/FIN/STR/DMT6 Fax: +33 1 46 92 45 38 Email: par-oper-caf-dmt6@sgcib.com Attention: Axel Sarant / Hanna Milot</p>

Name	The Korea Development Bank
Facility Office, address, fax number and attention details for notices	<p>Facility Office: Address: 22 Eunhaeng-ro, Youngdeungpo-gu Seoul, 07242 Korea Fax: +82 2 787 7291 Attention: Project Finance Department I</p> <p>For Credit Matters: Address: 22 Eunhaeng-ro, Youngdeungpo-gu Seoul, 07242 Korea Fax: +82 2 787 7291 Email: byunggkim@kdb.co.kr / yooieque@kdb.co.kr shipfinance@kdb.co.kr Attention: Mr Kim, Byung Guel / Ms Cho, Yoon Joo</p> <p>Operations/Administrations: Address: 14 Eunhaeng-ro, Youngdeungpo-gu Seoul, 07242 Korea Fax: +82 2 787 5299 Email: heejin.k@kdb.co.kr / eunkyong@kdb.co.kr / loankdb@kdb.co.kr Attention: Ms Kwon, Hee Jin / Ms Kim, Eun Kyung</p>

The Global Co-ordinators

Name	Citibank, N.A., London Branch
Facility Office, address, fax number and attention details for notices	<p>Address: Citigroup Centre 33 Canada Square London E14 5LB United Kingdom</p> <p>Fax: +44 20 3364 2230</p> <p>Attention: Vassilios Maroulis</p>

Name	Nordea Bank AB, London Branch
Facility Office, address, fax number and attention details for notices	<p>Facility Office:</p> <p>Address: 8th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom</p> <p>Fax: +44(0)20 7726 9188</p> <p>E-mail: lars.kristian.klemo@nordea.com / nasos.tsarouchis@nordea.com</p> <p>Attention: Lars Kristian Klemo / Nasos Tsarouchis</p> <p>Operations/Administrations:</p> <p>Address: 8th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom</p> <p>Fax: +44(0)20 7726 9102</p> <p>E-mail: glenn.johnson@nordea.com / andrew.searle@nordea.com</p> <p>Attention: Glenn Johnson / Andrew Searle</p>

The Bookrunners

Name	Citibank, N.A., London Branch	
Facility Office, address, fax number and attention details for notices	Address:	Citigroup Centre 33 Canada Square London E14 5LB United Kingdom
	Fax:	+44 20 3364 2230
	Attention:	Vassilios Maroulis

Name	Nordea Bank AB, London Branch	
Facility Office, address, fax number and attention details for notices	Facility Office:	
	Address:	8 th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom
	Fax:	+44(0)20 7726 9188
	E-mail:	lars.kristian.klemo@nordea.com / nasos.tsarouchis@nordea.com
	Attention:	Lars Kristian Klemo / Nasos Tsarouchis
	Operations/Administrations:	
	Address:	8 th Floor, City Place House 55 Basinghall Street London EC2V 5NB United Kingdom
	Fax:	+44(0)20 7726 9102
	E-mail:	glenn.johnson@nordea.com / andrew.searle@nordea.com
	Attention:	Glenn Johnson / Andrew Searle

The ECA Co-ordinator

Name	Citibank, N.A., London Branch	
Facility Office, address, fax number and attention details for notices	Address:	Citigroup Centre 33 Canada Square London E14 5LB United Kingdom
	Fax:	+44 20 7986 4881
	Attention:	Konstantinos Frangos / Youngsik Ahn / Sung-Hwan Moon
	Cc:	Kara Catt / Romina Coates

Schedule 2 Ship information

Ship A

Owner	Gas-eleven Ltd.
Builder	Samsung Heavy Industries Co., Ltd.
Builder's registered office	34 th Fl., Samsung Insurance Seochu Tower 1321-15, Seochu-Dong, Seochu-Gu, Seoul, Korea, 137-857
Hull Number	2072
Scheduled Delivery Date	On or before ***** 2016
Charter scheduled delivery date	Upon Delivery
Backstop Date	16 October 2016
Date and description of Building Contract	Shipbuilding contract dated 22 January 2013 for the construction of one 174,000 cubic meters LNG carrier between Gas-eleven Ltd., as buyer and Samsung Heavy Industries Co., Ltd. as builder
Contract Price	\$*****
Ship Commitment	\$162,966,876
Flag State	Bermuda
Charter description:	A time charter dated 8 February 2013
Charterer:	Methane Services Limited, a UK company
Classification	+100A1, Liquefied gas carrier, ship type 2G (Membrane tank, Maximum pressure 25 kPaG and minimum temperature minus 163°C), SFA(40), SH, FL(40), SH-DLA, SHCM, HM1+R Bow Slamming Warning, HM2+R Hull Girder Stress, HM3 VDR (VDR with 2 hours UPS backup), RRDA, AMS, APS, DFD, GCU, TCM, NIBS, ACCU, UWILD, PMP, R2, GP, CPS, ENVIRO+, BWE
Classification Society	American Bureau of Shipping
Major Casualty Amount	\$5,000,000

Ship B

Owner	Gas-twelve Ltd.
Builder	Samsung Heavy Industries Co., Ltd.
Builder's registered office	34 th Fl., Samsung Insurance Secho Tower 1321-15, Seocho-Dong, Seocho-Gu, Seoul, Korea, 137-857
Hull Number	2073
Scheduled Delivery Date	On or before ***** 2016
Charter scheduled delivery date	Upon Delivery
Backstop Date	16 January 2017
Date and description of Building Contract	Shipbuilding contract dated 22 January 2013 for the construction of one 174,000 cubic meters LNG carrier between Gas-twelve Ltd., as buyer and Samsung Heavy Industries Co., Ltd. as builder
Contract Price	\$*****
Ship Commitment	\$162,966,876
Flag State	Bermuda
Charter description:	A time charter dated 8 February 2013
Charterer:	Methane Services Limited, a UK company
Classification	+100A1, Liquefied gas carrier, ship type 2G (Membrane tank, Maximum pressure 25 kPaG and minimum temperature minus 163°C), SFA(40), SH, FL(40), SH-DLA, SHCM, HM1+R Bow Slamming Warning, HM2+R Hull Girder Stress, HM3 VDR (VDR with 2 hours UPS backup), RRDA, AMS, APS, DFD, GCU, TCM, NIBS, ACCU, UWILD, PMP, R2, GP, CPS, ENVIRO+, BWE
Classification Society	American Bureau of Shipping
Major Casualty Amount	\$5,000,000

Ship C

Owner	Gas-thirteen Ltd.
Builder	Samsung Heavy Industries Co., Ltd.
Builder's registered office	34 th Fl., Samsung Insurance Secho Tower 1321-15, Seocho-Dong, Seocho-Gu, Seoul, Korea, 137-857
Hull Number	2102
Scheduled Delivery Date	On or before ***** 2016
Charter scheduled delivery date	Upon Delivery
Backstop Date	18 April 2017
Date and description of Building Contract	Shipbuilding contract dated 31 July 2013 for the construction of one 174,000 cubic meters LNG carrier between Gas-thirteen Ltd., as buyer and Samsung Heavy Industries Co., Ltd. as builder
Contract Price	\$*****
Ship Commitment	\$160,696,690
Flag State	Bermuda
Charter description:	A time charter dated 15 August 2013
Charterer:	Methane Services Limited, a UK company
Classification	+100A1, Liquefied gas carrier, ship type 2G (Membrane tank, Maximum pressure 25 kPaG and minimum temperature minus 163°C, Specific Gravity 500kg/m ³), SFA(40), SH, SH-DLA, SHCM, RRDA, AMS, APS, DFD, GCU, TCM, NIBS, ACCU, UWILD, PMP, R2, GP, CPS, ENVIRO+, BWE.
Classification Society	American Bureau of Shipping
Major Casualty Amount	\$5,000,000

Ship D

Owner	Gas-fourteen Ltd.
Builder	Samsung Heavy Industries Co., Ltd.
Builder's registered office	34 th Fl., Samsung Insurance Seocho Tower 1321-15, Seocho-Dong, Seocho-Gu, Seoul, Korea, 137-857
Hull Number	2103
Scheduled Delivery Date	On or before ***** 2016
Charter scheduled delivery date	Upon Delivery
Backstop Date	19 May 2017
Date and description of Building Contract	Shipbuilding contract dated 1 August 2013 for the construction of one 174,000 cubic meters LNG carrier between Gas-fourteen Ltd., as buyer and Samsung Heavy Industries Co., Ltd. as builder
Contract Price	\$*****
Ship Commitment	\$160,696,690
Flag State	Bermuda
Charter description:	A time charter dated 15 August 2013
Charterer:	Methane Services Limited, a UK company
Classification	+100A1, Liquefied gas carrier, ship type 2G (Membrane tank, Maximum pressure 25 kPaG and minimum temperature minus 163°C, Specific Gravity 500kg/m ³), SFA(40), SH, SH-DLA, SHCM, RRDA, AMS, APS, DFD, GCU, TCM, NIBS, ACCU, UWILD, PMP, R2, GP, CPS, ENVIRO+, BWE
Classification Society	American Bureau of Shipping
Major Casualty Amount	\$5,000,000

Ship E

Owner	Gas-twenty two Ltd.
Builder	Samsung Heavy Industries Co., Ltd.
Builder's registered office	34 th Fl., Samsung Insurance Seocho Tower, 4 Seocho-daero, 74-gil, Seocho-Gu, Seoul, Korea, 137-955
Hull Number	2130
Scheduled Delivery Date	On or before ***** 2018
Charter scheduled delivery date	Within 46 days from Delivery
Backstop Date	17 October 2018
Date and description of Building Contract	Shipbuilding contract dated 8 May 2014 for the construction of one 174,000 cubic meters LNG carrier between Gas-twenty two Ltd., as buyer and Samsung Heavy Industries Co., Ltd. as builder as amended and supplemented by an amendment No. 1 thereto dated 25 March 2015 and as further amended and supplemented by an amendment No. 2 thereto dated 27 August 2015
Contract Price	\$*****
Ship Commitment	\$165,804,607
Flag State	Bermuda
Charter description:	A time charter dated 20 April 2015
Charterer:	Methane Services Limited, a UK company
Classification	+100A1, Liquefied gas carrier, ship type 2G (Membrane tank, Maximum pressure 25 kPaG and minimum temperature minus 163°C, Specific Gravity 500kg/m ³), SFA(40), SH, SH-DLA, SHCM, RRDA, AMS, APS, DFD, GCU, TCM, NIBS, ACCU, UWILD, PMP, R2, GP, CPS, ENVIRO+, BWE
Classification Society	American Bureau of Shipping
Major Casualty Amount	\$5,000,000

Ship F

Owner	Gas-twenty three Ltd.
Builder	Samsung Heavy Industries Co., Ltd.
Builder's registered office	34 th Fl., Samsung Insurance Secho Tower, 4 Secho-daero, 74-gil, Secho-Gu, Seoul, Korea, 137-955
Hull Number	2131
Scheduled Delivery Date	On or before ***** 2019
Charter scheduled delivery date	Within 106 days from Delivery
Backstop Date	19 August 2019
Date and description of Building Contract	Shipbuilding contract dated 8 May 2014 for the construction of one 174,000 cubic meters LNG carrier between Gas-twenty three Ltd., as buyer and Samsung Heavy Industries Co., Ltd. as builder as amended and supplemented by an amendment No. 1 thereto dated 25 March 2015 and as further amended and supplemented by an amendment No. 2 thereto dated 27 August 2015
Contract Price	\$*****
Ship Commitment	\$165,804,607
Flag State	Bermuda
Charter description:	A time charter dated 20 April 2015 as novated in favour of Gas-twenty three Ltd. by a deed of novation and amendment dated 14 September 2015
Charterer:	Methane Services Limited, a UK company
Classification	+100A1, Liquefied gas carrier, ship type 2G (Membrane tank, Maximum pressure 25 kPaG and minimum temperature minus 163°C, Specific Gravity 500kg/m ³), SFA(40), SH, SH-DLA, SHCM, RRDA, AMS, APS, DFD, GCU, TCM, NIBS, ACCU, UWILD, PMP, R2, GP, CPS, ENVIRO+, BWE
Classification Society	American Bureau of Shipping
Major Casualty Amount	\$5,000,000

Ship G

Owner	Gas-twenty four Ltd.
Builder	Hyundai Heavy Industries Co., Ltd.
Builder's registered office	1000, Bangeojinsunhwan-doro, Dong-Gu, Ulsan, Korea
Hull Number	2800
Scheduled Delivery Date	On or before ***** 2018
Charter scheduled delivery date	Within 399 days from Delivery
Backstop Date	3 August 2018
Date and description of Building Contract	Shipbuilding contract dated 25 June 2014 for the construction of one 174,000 cubic meters membrane LNG carrier between Gas-twenty four Ltd., as buyer and Hyundai Heavy Industries Co., Ltd. as builder as amended and supplemented by an amendment letter dated 19 August 2015
Contract Price	\$*****
Ship Commitment	\$166,209,997
Flag State	Bermuda
Charter description:	A time charter dated 20 April 2015
Charterer:	Methane Services Limited, a UK company
Classification	+100A(E), Liquefied Gas Carrier, Ship Type 2G, Methane (LNG) (Membrane tank, Maximum pressure 25 kPaG and minimum temperature minus 163°C, Specific Gravity 500kg/m ³), SFA(40), SH, FL(40),SH-DLA, SHCM, RRDA, AMS, APS, DFD, GCU, TCM, NIBS, +ACCU, UWILD, PMP, R2, GP, CPS, ENVIRO+, BWT
Classification Society	American Bureau Society
Major Casualty Amount	\$5,000,000

Ship H

Owner	Gas-twenty five Ltd.
Builder	Hyundai Heavy Industries Co., Ltd.
Builder's registered office	1000, Bangeojinsunhwan-doro, Dong-Gu, Ulsan, Korea
Hull Number	2801
Scheduled Delivery Date	On or before ***** 2018
Charter scheduled delivery date	N/A
Backstop Date	26 September 2018
Date and description of Building Contract	Shipbuilding contract dated 25 June 2014 for the construction of one 174,000 cubic meters membrane LNG carrier between Gas-twenty five Ltd., as buyer and Hyundai Heavy Industries Co., Ltd. as builder as amended and supplemented by an amendment letter dated 19 August 2015
Contract Price	\$*****
Ship Commitment	\$166,209,997
Flag State	Bermuda
Charter description:	N/A
Charterer:	N/A
Classification	+100A(E), Liquefied Gas Carrier, Ship Type 2G, Methane (LNG) (Membrane tank, Maximum pressure 25 kPaG and minimum temperature minus 163°C, Specific Gravity 500kg/m ³), SFA(40), SH, FL(40),SH-DLA, SHCM, RRDA, AMS, APS, DFD, GCU, TCM, NIBS, +ACCU, UWILD, PMP, R2, GP, CPS, ENVIRO+, BWT
Classification Society	American Bureau Society
Major Casualty Amount	\$5,000,000

Schedule 3 Conditions precedent

Part 1 Conditions precedent to any Utilisation

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 Bermudian 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 Bermudian 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) 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 Charters

- (a) The Charters for each of Ship A, Ship B, Ship C, Ship D, Ship E, Ship F and Ship G duly executed and with charter tenors which are no less than:
 - (i) 120 months under the Charters in relation to each of Ship A and Ship B and will include a Charterer's option to extend for at least 60 months;

- (ii) 84 months under the Charters in relation to each of Ship C and Ship D and will include a Charterer's option to extend twice consecutively for at least 60 months and 36 months respectively; and
- (iii) 108 months under the Charters in relation to Ship E and will include a Charterer's option to extend twice consecutively for at least 36 months each time;
- (iv) 118 months under the Charters in relation to Ship F and will include a Charterer's option to extend twice consecutively for at least 36 months each time;
- (v) 112 months under the Charters in relation to Ship G and will include a Charterer's option to extend twice consecutively for at least 36 months each time;

each starting not later than the last day of the relevant Tolerance Period for the relevant Ship, and otherwise in form satisfactory to the Majority Lenders and the ECAs.

- (b) Such evidence as the Agent may require as to the due execution of each of the Charter Documents for each such Ship (namely Ship A, Ship B, Ship C, Ship D, Ship E, Ship F and Ship G), as to the due incorporation of the relevant Charterer and any other party to the Charter Documents (other than an Obligor) in relation to each such Ship, their power and authority to enter into and perform those documents and the authorisation of their entry into them.

3 Security

The Share Security in respect of each Borrower duly executed by GasLog Carriers together with all letters, transfers, certificates and other documents required to be delivered under each such Share Security.

4 Legal opinions

The following legal opinions, each addressed to the Agent, the Security Agent, the ECAs and the Lenders (and in a form and substance reasonably satisfactory to the Agent, the Lenders and the ECAs) and capable of being relied upon by any persons who become Lenders pursuant to the primary syndication of the Facilities:

- (a) A legal opinion of Norton Rose Fulbright Greece 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 a Mortgaged Ship, or in which an Account opened at the relevant time is established.

5 Other documents and evidence

- (a) Evidence that any process agent referred to in clause 46.2 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the first Utilisation Date, if not an Obligor, has accepted its appointment.
- (b) Each Fee Letter duly executed by the parties thereto.
- (c) The Original Financial Statements, together with a Compliance Certificate.
- (d) Confirmation from each ECA that it accepts the terms of this Agreement.

6 Bank Accounts

Evidence that any Account required to be established under clause 28 (*Bank accounts*) has been opened and established with the Account Bank, that 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 that any notice required to be given to an 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.

7 Construction matters

The original and a copy, certified by an approved person to be a true and complete copy, of the Building Contract for each Ship.

8 “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.

9 KEXIM Guarantee

- (a) The KEXIM Guarantee, duly executed by KEXIM and all other parties to it.
- (b) A legal opinion of legal advisers to the Arrangers and the Agent in South Korea (including in relation to the KEXIM Guarantee and its execution by or on behalf of KEXIM) substantially in the form agreed with all the Lenders and the Agent.

Part 2
Conditions precedent on Delivery

1 Corporate documents

- (a) A certificate of an authorised signatory of the relevant Owner certifying that each copy document relating to it specified in Part 1 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 Part 1 of this Schedule in relation to it have not been revoked or amended.
- (b) A certificate of an authorised signatory of each other Obligor or a Manager which is party to any of the Original Security Documents required to be executed at or before Delivery of the Ship certifying that each copy document relating to it specified in Part 1 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 Part 1 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 in respect of the relevant Ship and, unless the relevant Ship is Ship H, the relevant Charter Assignment for the relevant Ship.
- (b) Any Manager's Undertaking required at Delivery pursuant to the Finance Documents duly executed by the relevant Manager.
- (c) Evidence that the Borrowers are in compliance with clause 27.5 (*Notice of assignment*) in respect of the relevant Ship.
- (d) In the case of Ship H only, and if such Ship is subject to a charter commitment that falls under the assignment requirements of clause 23.7(b), evidence that the Borrowers are in compliance with such clause in respect of such charter commitment.
- (e) The Quiet Enjoyment Agreement for the relevant Ship (unless it is Ship E, Ship F, Ship G or Ship H) duly executed by the relevant Owners, the Security Agent and the relevant Charterers.
- (f) Duly executed notices of assignment and acknowledgements required by the relevant Charter Assignment for the relevant Ship (unless it is Ship E, Ship F, Ship G or Ship H).
- (g) Other than the notices of assignment and acknowledgements referred to in paragraph (f) above, duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

3 Delivery and registration of Ship

Evidence that the relevant Ship:

- (a) is legally and beneficially owned by the relevant Owner and registered in the name of the relevant Owner free from any Security Interests (other than Security Interests created under the Finance Documents) through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) (except where the relevant Ship is Ship H), it has been accepted by the Charterer under the relevant Charter or confirmation by the Borrowers that it will be so accepted within its relevant Tolerance Period;
- (c) is classed with the relevant Classification free of all overdue requirements and recommendations of the relevant Classification Society;

- (d) is insured in the manner required by the Finance Documents; and
- (e) is otherwise free of any other charter commitment (other than the relevant Charter) which would require approval under the Finance Documents and is not otherwise approved.

4 Mortgage registration

Evidence that the Mortgage in respect of the relevant Ship has been registered with first priority and/or preferred status against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

5 Legal opinions

The following further legal opinions, each addressed to the Agent, the Security Agent, the ECAs and the Lenders (and in a form and substance reasonably satisfactory to the Agent, the Lenders and the ECAs) and capable of being relied upon by any persons who become Lenders pursuant to the primary syndication of the Facilities:

- (a) A legal opinion of Norton Rose Fulbright Greece on matters of English law, in relation to the Security Documents.
- (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 a Mortgaged Ship, or in which an Account opened at the relevant time is established.

6 Insurance

In relation to the relevant 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 25 (*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.

7 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 relevant Ship for the purposes of that code;
- (b) the safety management certificate in respect of the relevant Ship issued in accordance with the ISM Code (or evidence that such certificate is to be issued shortly after Delivery of the relevant Ship);
- (c) the international ship security certificate in respect of the relevant Ship issued under the ISPS Code (or evidence that such certificate is to be issued shortly after Delivery of the relevant Ship); and
- (d) if so requested by the Agent, any other certificates issued under any applicable code required to be observed by the relevant Ship or in relation to its operation under any applicable law.

8 Value of security

Valuations (dated not more than 6 weeks before the relevant Utilisation Date) of the relevant Ship obtained and made in accordance with clause 26 (*Minimum security value*) showing the Security Value in respect of the Advance for that Ship that is to be drawn down.

9 Construction matters

- (a) Evidence that any authorisations required from any government entity for the export of the relevant Ship by the relevant Builder have been obtained or that no such authorisations are required.
- (b) Evidence in documentary form of any part of the Contract Price for the relevant Ship which is not documented in the relevant Building Contract as part of the purchase price of the Ship thereunder.
- (c) Evidence that the full Contract Price of the relevant Ship (as adjusted in accordance with its Building Contract) will have been paid upon the relevant Utilisation being made and that the relevant Builder will not have any lien or other right to detain the ship on its Delivery.
- (d) 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 relevant Ship to the relevant Owner and the protocol of delivery and acceptance, commercial invoice and any other delivery documentation required under the relevant Building Contract in a form and substance reasonably acceptable to the Lenders and the ECAs.
- (e) Evidence that the relevant Borrower has already paid out of its own funds by way of contract instalments of the Building Contract an amount which is no less than 20% of the Contract Price for the relevant Ship.

10 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrowers pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the relevant Utilisation Date.

11 K-sure Insurance Policy

- (a) An original counterpart of the K-sure Insurance Policy for the relevant K-sure Facility Advance, duly executed by K-sure, including an English translation in form and substance acceptable to the K-sure Facility Lenders.
- (b) A legal opinion of the legal advisers to the Arrangers and the Agent in South Korea on matters of Korean law, substantially in the form approved by the Agent and the Lenders, which shall include confirmation that the relevant K-sure Insurance Policy has been duly issued for the benefit of the K-sure Facility Lenders by K-sure and that it is in full force and effect.
- (c) Evidence that the K-sure Premium in relation to such K-sure Insurance Policy and any costs and expenses which are then due and payable to K-sure has been paid by the Borrowers and received by K-sure in full or will be paid forthwith upon release of the proceeds of the relevant Utilisation (and financing of the same from the proceeds of the relevant Utilisation will constitute sufficient such evidence).
- (d) Confirmation from the Agent (as indicated by the ECA Agent) that:
 - (i) it has not been informed that K-sure intends to, and K-sure has not stipulated its intention to, repudiate or suspend the application of the K-sure Insurance Policy for any K-sure Facility Advance;

- (ii) it is satisfied that each K-sure Insurance Policy is in full force and effect; and
 - (iii) it has received no instruction from K-sure that the relevant K-sure Facility Advance should not be permitted or made available by the K-sure Facility Lenders or, as the case may be, the Agent.
- (e) Evidence satisfactory to the K-sure Facility Lenders that each of the documents specified under the K-sure Insurance Policy for the relevant K-sure Facility Advance have been duly delivered in accordance with the terms of the K-sure Insurance Policy for the relevant K-sure Facility Advance.

12 KEXIM Guarantee

Evidence that the KEXIM Guarantee Fee under the KEXIM Guarantee in respect of the relevant Ship and the relevant Advance to be utilised, and any costs and expenses which are then due and payable to KEXIM have been paid by the Borrowers and received by KEXIM in full or will be paid forthwith upon release of the proceeds of the relevant Utilisation.

13 Environmental matters

Copies of the relevant 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 relevant Ship from an approved person.

14 Consents

Evidence that any consents required in connection with the delivery of the relevant Ship, the registration of title to the relevant Ship, the registration of the Mortgage over the relevant Ship and, if applicable, the assignment of any Charter in relation to the Ship have been obtained.

15 Management Agreement

A copy, certified by an approved person to be a true and complete copy, of the agreement between the relevant Owner and each Manager relating to the appointment of that Manager in respect of the relevant Ship.

16 Survey report

(If required by the Agent) A survey report from approved surveyors obtained not more than 10 days before the relevant Utilisation Date evidencing that the relevant Ship is seaworthy and capable of safe operation.

17 Liquidity

Evidence that the Borrowers are in compliance with clause 19.12 (*Liquidity*) in respect of the relevant Ship and that the minimum balance required thereunder in respect of the relevant Ship upon its Delivery has been paid into the relevant Earnings Account.

18 Process agent

Evidence that any process agent of any Obligor or Manager referred to in any provision of any Finance Document to be entered into under this Part 2, if not an Obligor, has accepted its appointment.

19 Additional documents

Any other document, authorisation, opinion or assurance required by the Agent.

Schedule 4 Utilisation Request

From: 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.

To: Nordea Bank AB, London Branch as Agent

Dated: []

Dear Sirs

\$1,311,356,340 Facilities Agreement dated [] 2015 (the “Agreement”)

- 1** We refer to the Agreement. This is a 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 Advance [A] [B] [C] [D] [E] [F] [G] [H] on the following terms:

Proposed Utilisation Date: [] (or, if that is not a Business Day, the next Business Day)

Amount: \$[] (comprising:

a \$[] K-sure Facility Advance;

a \$[] KEXIM Facility Advance;

a \$[] KEXIM Covered Facility Advance; and

a \$[] Commercial Facility Advance.)
- 3** We confirm that each condition specified in clause 4.4 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
- 4** This Advance is the Ship Commitment for Ship [A][B][C][D][E][F][G][H]. The purpose of this Advance is to part finance the Contract Price of Ship [A][B][C][D][E][F][G][H] and its proceeds should be credited to [] [and [] in respect of []].
- 5** We confirm that we will use the proceeds of this Advance for our benefit and under our full responsibility and exclusively for the purposes specified in the Agreement.
- 6** We request that the first Interest Period for the said Advance be [6] months.
- 7** This Utilisation Request is irrevocable and cannot be varied without the prior consent of the Majority Lenders and the ECAs.

Yours faithfully

authorised signatory for
GAS-eleven LTD.

authorised signatory for
GAS-twelve LTD.

authorised signatory for
GAS-thirteen LTD.

authorised signatory for
GAS-fourteen LTD.

authorised signatory for
GAS-twenty two LTD.

authorised signatory for
GAS-twenty three LTD.

authorised signatory for
GAS-twenty four LTD.

authorised signatory for
GAS-twenty five LTD.

Schedule 5 Selection Notice

From: 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.

To: Nordea Bank AB, London Branch as Agent

Dated: [I]

Dear Sirs

\$1,311,356,340 Facilities Agreement dated [I] 2015 (the “Agreement”)

- 1** We refer to the Agreement. This is a Selection Notice. Terms defined in the Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.
- 2** We request that the next Interest Period for the Advance in relation to Ship [A] [B] [C] [D] [E] [F] [G] [H] be [I] months.
- 3** This Selection Notice is irrevocable.

Yours faithfully

authorised signatory for
GAS-eleven LTD.

authorised signatory for
GAS-twelve LTD.

authorised signatory for
GAS-thirteen LTD.

authorised signatory for
GAS-fourteen LTD.

authorised signatory for
GAS-twenty two LTD.

authorised signatory for
GAS-twenty three LTD.

authorised signatory for
GAS-twenty four LTD.

authorised signatory for
GAS-twenty five LTD.

Schedule 6
Form of Compliance Certificate

To: **Nordea Bank AB, London Branch** as Agent

From: GasLog Ltd.

Dated: []

Dear Sirs

\$1,311,356,340 Facilities Agreement dated [] 2015 (the "Agreement")

- 1** We refer to the Agreement. This is a Compliance Certificate. Terms defined in clause 20.1 (*Financial definitions*) of the Agreement 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 Group for the financial period ending on [] attached hereto:
 - (a) **Net Worth:** our Market Adjusted Net Worth is \$[] (being \$[] (Total Market Adjusted Assets) less \$[] (Total Indebtedness)) **[Requirement being \$350,000,000];**
 - (b) **Current ratio:** 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) **Debt service cover:** 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 quarter];**
 - (d) **Leverage:** the Maximum Leverage is []% (being \$[] Total Indebtedness divided by \$[] Total Assets). **[Requirement being that the Maximum Leverage shall be less than 75%];** and
 - (e) **Cash and Cash Equivalents:** our Cash and Cash Equivalents is \$[] (which represents []% of Total Indebtedness and more than \$50,000,000). **[Requirement that Cash and Cash Equivalents is, at all times, not less than the greater of (i) \$50,000,000 and (ii) three per cent. of Total Indebtedness].**
- 3** In order to demonstrate our confirmations in paragraph 2, we attach:
 - (a) two valuations of all of the Fleet Vessels from [] and [], each being Approved Brokers referred to in clause 26.8 (*Approved Brokers*) of the Facility Agreement and prepared in accordance with clause 19.2 (*Provision and contents of Compliance Certificate and valuations*) and clause 26 (*Minimum security value*) of the Facility Agreement;
 - (b) valuations of all other assets owned wholly or in part by the Group prepared in accordance with clause 26.4 of the Facility Agreement (*Valuations procedure*); [and]
 - (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))]; and]
 - (d) marked-to-market valuations of all Treasury Transactions entered into by a member of the Group reconciled against the [Semi-Annual][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.

Schedule 7
Form of Transfer Certificate

To: **Nordea Bank AB, London Branch** as Agent

From: **[The Existing Lender]** (the **Existing Lender**) and **[The New Lender]** (the **New Lender**)

Dated:

\$1,311,356,340 Facilities Agreement dated [] 2015 (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 31.5 (*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 Advances 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 Advances 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, fax number and attention details for notices of the New Lender for the purposes of clause 38.2 (*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 31.4(c) of clause 31.4 (*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.
- 6** ***[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.]***
- 7** This Transfer Certificate and any non-contractual obligations connected with it are governed by English law.
- 8** This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: The execution of this Transfer Certificate alone may not assign a proportionate share of the Existing Lender's interest in any K-sure Insurance Policies or the KEXIM Guarantee or 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 any K-sure Insurance Policy or the KEXIM Guarantee or 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, fax number and attention details for notices and account details for payments.]

[Existing Lender] **[New Lender]**

By:

By:

This is accepted by the Agent as a Transfer Certificate and the Transfer Date is confirmed as [1].

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.

Nordea Bank AB, London Branch as Agent

By:

Schedule 8
Forms of Notifiable Debt Purchase Transaction Notice

Part 1

Form of Notice on Entering into Notifiable Debt Purchase Transaction

To: **Nordea Bank AB, London Branch** as Agent

From: [The Lender]

Dated:

\$1,311,356,340 Facilities Agreement dated [I] 2015 (the “Agreement”)

- 1** We refer to clause 32.3(b) of the Agreement. Terms defined in the Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2** We have entered into a Notifiable Debt Purchase Transaction.
- 3** The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

Commitment	Amount of our Commitment to which Notifiable Debt Purchase Transaction relates
[I]	<i>[insert amount (of Commitment) to which the relevant Debt Purchase Transaction applies]</i>

[Lender]

By:

230

Part 2

**Form of Notice on Termination of Notifiable Debt Purchase Transaction / Notifiable Debt
Purchase Transaction ceasing to be with a Parent Affiliate**

To: **Nordea Bank AB, London Branch** as Agent

From: [The Lender]

Dated:

\$1,311,356,340 Facilities Agreement dated [I] 2015 (the “Agreement”)

- 1 We refer to clause 32.2 (*Prohibition on Debt Purchase Transactions by the Group*) of the Agreement. Terms defined in the Facility Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 A Notifiable Debt Purchase Transaction which we entered into and which we notified you of in a notice dated [I] has [terminated]/[ceased to be with a Parent Affiliate].
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

Commitment	Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)
[I]	<i>[insert amount (of Commitment) to which the relevant Debt Purchase Transaction applies]</i>

[Lender]

By:

Schedule 9
Table of Repayment Instalments

Ship A

K-sure Facility Advance	Amount (\$)
First	2,135,733
Second	2,135,733
Third	2,135,733
Fourth	2,135,733
Fifth	2,135,733
Sixth	2,135,733
Seventh	2,135,733
Eighth	2,135,733
Ninth	2,135,733
Tenth	2,135,733
Eleventh	2,135,733
Twelfth	2,135,733
Thirteenth	2,135,733
Fourteenth	2,135,733
Fifteenth	2,135,733
Sixteenth	2,135,733
Seventeenth	2,135,733
Eighteenth	2,135,733
Nineteen	2,135,733
Twentieth	2,135,733
Twenty first	2,135,733
Twenty second	2,135,733
Twenty third	2,135,733
Twenty fourth	2,135,725

KEXIM Covered Facility Advance	Amount (\$)
First	1,041,276
Second	1,041,276
Third	1,041,276
Fourth	1,041,276
Fifth	1,041,276
Sixth	1,041,276
Seventh	1,041,276
Eighth	1,041,276
Ninth	1,041,276
Tenth	1,041,276
Eleventh	1,041,276
Twelfth	1,041,276
Thirteenth	1,041,276
Fourteenth	1,041,276
Fifteenth	1,041,276
Sixteenth	1,041,276
Seventeenth	1,041,276
Eighteenth	1,041,276
Nineteen	1,041,276
Twentieth	1,041,276
Twenty first	1,041,276
Twenty second	1,041,276
Twenty third	1,041,276
Twenty fourth	1,041,282

KEXIM Facility Advance	Amount (\$)
First	1,067,278
Second	1,067,278
Third	1,067,278
Fourth	1,067,278
Fifth	1,067,278
Sixth	1,067,278
Seventh	1,067,278
Eighth	1,067,278
Ninth	1,067,278
Tenth	1,067,278
Eleventh	1,067,278
Twelfth	1,067,278
Thirteenth	1,067,278
Fourteenth	1,067,278
Fifteenth	1,067,278
Sixteenth	1,067,278
Seventeenth	1,067,278
Eighteenth	1,067,278
Nineteen	1,067,278
Twentieth	1,067,278
Twenty first	1,067,278
Twenty second	1,067,278
Twenty third	1,067,278
Twenty fourth	1,067,268

Commercial Facility Advance	Amount (\$)
First	1,527,600
Second	1,527,600
Third	1,527,600
Fourth	1,527,600
Fifth	1,527,600
Sixth	1,527,600
Seventh	1,527,600
Eighth	1,527,600
Ninth	1,527,600
Tenth	1,527,600
Eleventh	1,527,600
Twelfth	1,527,600
Thirteenth	1,527,600
Fourteenth	1,527,600
Fifteenth	1,527,600
Sixteenth	1,527,600
Seventeenth	1,527,600
Eighteenth	1,527,600
Nineteen	1,527,600
Twentieth	32,079,600

Ship B

K-sure Facility Advance	Amount (\$)
First	2,135,733
Second	2,135,733
Third	2,135,733
Fourth	2,135,733
Fifth	2,135,733
Sixth	2,135,733
Seventh	2,135,733
Eighth	2,135,733
Ninth	2,135,733
Tenth	2,135,733
Eleventh	2,135,733
Twelfth	2,135,733
Thirteenth	2,135,733
Fourteenth	2,135,733
Fifteenth	2,135,733
Sixteenth	2,135,733
Seventeenth	2,135,733
Eighteenth	2,135,733
Nineteen	2,135,733
Twentieth	2,135,733
Twenty first	2,135,733
Twenty second	2,135,733
Twenty third	2,135,733
Twenty fourth	2,135,725

KEXIM Covered Facility Advance	Amount (\$)
First	1,041,276
Second	1,041,276
Third	1,041,276
Fourth	1,041,276
Fifth	1,041,276
Sixth	1,041,276
Seventh	1,041,276
Eighth	1,041,276
Ninth	1,041,276
Tenth	1,041,276
Eleventh	1,041,276
Twelfth	1,041,276
Thirteenth	1,041,276
Fourteenth	1,041,276
Fifteenth	1,041,276
Sixteenth	1,041,276
Seventeenth	1,041,276
Eighteenth	1,041,276
Nineteen	1,041,276
Twentieth	1,041,276
Twenty first	1,041,276
Twenty second	1,041,276
Twenty third	1,041,276
Twenty fourth	1,041,282

KEXIM Facility Advance	Amount (\$)
First	1,067,278
Second	1,067,278
Third	1,067,278
Fourth	1,067,278
Fifth	1,067,278
Sixth	1,067,278
Seventh	1,067,278
Eighth	1,067,278
Ninth	1,067,278
Tenth	1,067,278
Eleventh	1,067,278
Twelfth	1,067,278
Thirteenth	1,067,278
Fourteenth	1,067,278
Fifteenth	1,067,278
Sixteenth	1,067,278
Seventeenth	1,067,278
Eighteenth	1,067,278
Nineteen	1,067,278
Twentieth	1,067,278
Twenty first	1,067,278
Twenty second	1,067,278
Twenty third	1,067,278
Twenty fourth	1,067,268

Commercial Facility Advance	Amount (\$)
First	1,527,600
Second	1,527,600
Third	1,527,600
Fourth	1,527,600
Fifth	1,527,600
Sixth	1,527,600
Seventh	1,527,600
Eighth	1,527,600
Ninth	1,527,600
Tenth	1,527,600
Eleventh	1,527,600
Twelfth	1,527,600
Thirteenth	1,527,600
Fourteenth	1,527,600
Fifteenth	1,527,600
Sixteenth	1,527,600
Seventeenth	1,527,600
Eighteenth	1,527,600
Nineteen	1,527,600
Twentieth	32,079,600

Ship C

K-sure Facility Advance	Amount (\$)
First	2,105,981
Second	2,105,981
Third	2,105,981
Fourth	2,105,981
Fifth	2,105,981
Sixth	2,105,981
Seventh	2,105,981
Eighth	2,105,981
Ninth	2,105,981
Tenth	2,105,981
Eleventh	2,105,981
Twelfth	2,105,981
Thirteenth	2,105,981
Fourteenth	2,105,981
Fifteenth	2,105,981
Sixteenth	2,105,981
Seventeenth	2,105,981
Eighteenth	2,105,981
Nineteen	2,105,981
Twentieth	2,105,981
Twenty first	2,105,981
Twenty second	2,105,981
Twenty third	2,105,981
Twenty fourth	2,105,984

KEXIM Covered Facility Advance	Amount (\$)
First	1,026,771
Second	1,026,771
Third	1,026,771
Fourth	1,026,771
Fifth	1,026,771
Sixth	1,026,771
Seventh	1,026,771
Eighth	1,026,771
Ninth	1,026,771
Tenth	1,026,771
Eleventh	1,026,771
Twelfth	1,026,771
Thirteenth	1,026,771
Fourteenth	1,026,771
Fifteenth	1,026,771
Sixteenth	1,026,771
Seventeenth	1,026,771
Eighteenth	1,026,771
Nineteen	1,026,771
Twentieth	1,026,771
Twenty first	1,026,771
Twenty second	1,026,771
Twenty third	1,026,771
Twenty fourth	1,026,768

KEXIM Facility Advance	Amount (\$)
First	1,052,410
Second	1,052,410
Third	1,052,410
Fourth	1,052,410
Fifth	1,052,410
Sixth	1,052,410
Seventh	1,052,410
Eighth	1,052,410
Ninth	1,052,410
Tenth	1,052,410
Eleventh	1,052,410
Twelfth	1,052,410
Thirteenth	1,052,410
Fourteenth	1,052,410
Fifteenth	1,052,410
Sixteenth	1,052,410
Seventeenth	1,052,410
Eighteenth	1,052,410
Nineteen	1,052,410
Twentieth	1,052,410
Twenty first	1,052,410
Twenty second	1,052,410
Twenty third	1,052,410
Twenty fourth	1,052,412

Commercial Facility Advance	Amount (\$)
First	1,506,320
Second	1,506,320
Third	1,506,320
Fourth	1,506,320
Fifth	1,506,320
Sixth	1,506,320
Seventh	1,506,320
Eighth	1,506,320
Ninth	1,506,320
Tenth	1,506,320
Eleventh	1,506,320
Twelfth	1,506,320
Thirteenth	1,506,320
Fourteenth	1,506,320
Fifteenth	1,506,320
Sixteenth	1,506,320
Seventeenth	1,506,320
Eighteenth	1,506,320
Nineteen	1,506,320
Twentieth	31,632,720

Ship D

K-sure Facility Advance	Amount (\$)
First	2,105,981
Second	2,105,981
Third	2,105,981
Fourth	2,105,981
Fifth	2,105,981
Sixth	2,105,981
Seventh	2,105,981
Eighth	2,105,981
Ninth	2,105,981
Tenth	2,105,981
Eleventh	2,105,981
Twelfth	2,105,981
Thirteenth	2,105,981
Fourteenth	2,105,981
Fifteenth	2,105,981
Sixteenth	2,105,981
Seventeenth	2,105,981
Eighteenth	2,105,981
Nineteen	2,105,981
Twentieth	2,105,981
Twenty first	2,105,981
Twenty second	2,105,981
Twenty third	2,105,981
Twenty fourth	2,105,984

KEXIM Covered Facility Advance	Amount (\$)
First	1,026,771
Second	1,026,771
Third	1,026,771
Fourth	1,026,771
Fifth	1,026,771
Sixth	1,026,771
Seventh	1,026,771
Eighth	1,026,771
Ninth	1,026,771
Tenth	1,026,771
Eleventh	1,026,771
Twelfth	1,026,771
Thirteenth	1,026,771
Fourteenth	1,026,771
Fifteenth	1,026,771
Sixteenth	1,026,771
Seventeenth	1,026,771
Eighteenth	1,026,771
Nineteen	1,026,771
Twentieth	1,026,771
Twenty first	1,026,771
Twenty second	1,026,771
Twenty third	1,026,771
Twenty fourth	1,026,768

KEXIM Facility Advance	Amount (\$)
First	1,052,410
Second	1,052,410
Third	1,052,410
Fourth	1,052,410
Fifth	1,052,410
Sixth	1,052,410
Seventh	1,052,410
Eighth	1,052,410
Ninth	1,052,410
Tenth	1,052,410
Eleventh	1,052,410
Twelfth	1,052,410
Thirteenth	1,052,410
Fourteenth	1,052,410
Fifteenth	1,052,410
Sixteenth	1,052,410
Seventeenth	1,052,410
Eighteenth	1,052,410
Nineteen	1,052,410
Twentieth	1,052,410
Twenty first	1,052,410
Twenty second	1,052,410
Twenty third	1,052,410
Twenty fourth	1,052,412

Commercial Facility Advance	Amount (\$)
First	1,506,320
Second	1,506,320
Third	1,506,320
Fourth	1,506,320
Fifth	1,506,320
Sixth	1,506,320
Seventh	1,506,320
Eighth	1,506,320
Ninth	1,506,320
Tenth	1,506,320
Eleventh	1,506,320
Twelfth	1,506,320
Thirteenth	1,506,320
Fourteenth	1,506,320
Fifteenth	1,506,320
Sixteenth	1,506,320
Seventeenth	1,506,320
Eighteenth	1,506,320
Nineteen	1,506,320
Twentieth	31,632,720

Ship E

K-sure Facility Advance	Amount (\$)
First	2,172,922
Second	2,172,922
Third	2,172,922
Fourth	2,172,922
Fifth	2,172,922
Sixth	2,172,922
Seventh	2,172,922
Eighth	2,172,922
Ninth	2,172,922
Tenth	2,172,922
Eleventh	2,172,922
Twelfth	2,172,922
Thirteenth	2,172,922
Fourteenth	2,172,922
Fifteenth	2,172,922
Sixteenth	2,172,922
Seventeenth	2,172,922
Eighteenth	2,172,922
Nineteen	2,172,922
Twentieth	2,172,922
Twenty first	2,172,922
Twenty second	2,172,922
Twenty third	2,172,922
Twenty fourth	2,172,923

KEXIM Covered Facility Advance	Amount (\$)
First	1,059,408
Second	1,059,408
Third	1,059,408
Fourth	1,059,408
Fifth	1,059,408
Sixth	1,059,408
Seventh	1,059,408
Eighth	1,059,408
Ninth	1,059,408
Tenth	1,059,408
Eleventh	1,059,408
Twelfth	1,059,408
Thirteenth	1,059,408
Fourteenth	1,059,408
Fifteenth	1,059,408
Sixteenth	1,059,408
Seventeenth	1,059,408
Eighteenth	1,059,408
Nineteen	1,059,408
Twentieth	1,059,408
Twenty first	1,059,408
Twenty second	1,059,408
Twenty third	1,059,408
Twenty fourth	1,059,405

KEXIM Facility Advance	Amount (\$)
First	1,085,862
Second	1,085,862
Third	1,085,862
Fourth	1,085,862
Fifth	1,085,862
Sixth	1,085,862
Seventh	1,085,862
Eighth	1,085,862
Ninth	1,085,862
Tenth	1,085,862
Eleventh	1,085,862
Twelfth	1,085,862
Thirteenth	1,085,862
Fourteenth	1,085,862
Fifteenth	1,085,862
Sixteenth	1,085,862
Seventeenth	1,085,862
Eighteenth	1,085,862
Nineteen	1,085,862
Twentieth	1,085,862
Twenty first	1,085,862
Twenty second	1,085,862
Twenty third	1,085,862
Twenty fourth	1,085,863

Commercial Facility Advance	Amount (\$)
First	1,554,200
Second	1,554,200
Third	1,554,200
Fourth	1,554,200
Fifth	1,554,200
Sixth	1,554,200
Seventh	1,554,200
Eighth	1,554,200
Ninth	1,554,200
Tenth	1,554,200
Eleventh	1,554,200
Twelfth	1,554,200
Thirteenth	1,554,200
Fourteenth	1,554,200
Fifteenth	1,554,200
Sixteenth	1,554,200
Seventeenth	1,554,200
Eighteenth	1,554,200
Nineteen	1,554,200
Twentieth	32,638,200

Ship F

K-sure Facility Advance	Amount (\$)
First	2,172,922
Second	2,172,922
Third	2,172,922
Fourth	2,172,922
Fifth	2,172,922
Sixth	2,172,922
Seventh	2,172,922
Eighth	2,172,922
Ninth	2,172,922
Tenth	2,172,922
Eleventh	2,172,922
Twelfth	2,172,922
Thirteenth	2,172,922
Fourteenth	2,172,922
Fifteenth	2,172,922
Sixteenth	2,172,922
Seventeenth	2,172,922
Eighteenth	2,172,922
Nineteen	2,172,922
Twentieth	2,172,922
Twenty first	2,172,922
Twenty second	2,172,922
Twenty third	2,172,922
Twenty fourth	2,172,923

KEXIM Covered Facility Advance	Amount (\$)
First	1,059,408
Second	1,059,408
Third	1,059,408
Fourth	1,059,408
Fifth	1,059,408
Sixth	1,059,408
Seventh	1,059,408
Eighth	1,059,408
Ninth	1,059,408
Tenth	1,059,408
Eleventh	1,059,408
Twelfth	1,059,408
Thirteenth	1,059,408
Fourteenth	1,059,408
Fifteenth	1,059,408
Sixteenth	1,059,408
Seventeenth	1,059,408
Eighteenth	1,059,408
Nineteen	1,059,408
Twentieth	1,059,408
Twenty first	1,059,408
Twenty second	1,059,408
Twenty third	1,059,408
Twenty fourth	1,059,405

KEXIM Facility Advance	Amount (\$)
First	1,085,862
Second	1,085,862
Third	1,085,862
Fourth	1,085,862
Fifth	1,085,862
Sixth	1,085,862
Seventh	1,085,862
Eighth	1,085,862
Ninth	1,085,862
Tenth	1,085,862
Eleventh	1,085,862
Twelfth	1,085,862
Thirteenth	1,085,862
Fourteenth	1,085,862
Fifteenth	1,085,862
Sixteenth	1,085,862
Seventeenth	1,085,862
Eighteenth	1,085,862
Nineteen	1,085,862
Twentieth	1,085,862
Twenty first	1,085,862
Twenty second	1,085,862
Twenty third	1,085,862
Twenty fourth	1,085,863

Commercial Facility Advance	Amount (\$)
First	1,554,200
Second	1,554,200
Third	1,554,200
Fourth	1,554,200
Fifth	1,554,200
Sixth	1,554,200
Seventh	1,554,200
Eighth	1,554,200
Ninth	1,554,200
Tenth	1,554,200
Eleventh	1,554,200
Twelfth	1,554,200
Thirteenth	1,554,200
Fourteenth	1,554,200
Fifteenth	1,554,200
Sixteenth	1,554,200
Seventeenth	1,554,200
Eighteenth	1,554,200
Nineteen	1,554,200
Twentieth	32,638,200

Ship G

K-sure Facility Advance	Amount (\$)
First	2,178,235
Second	2,178,235
Third	2,178,235
Fourth	2,178,235
Fifth	2,178,235
Sixth	2,178,235
Seventh	2,178,235
Eighth	2,178,235
Ninth	2,178,235
Tenth	2,178,235
Eleventh	2,178,235
Twelfth	2,178,235
Thirteenth	2,178,235
Fourteenth	2,178,235
Fifteenth	2,178,235
Sixteenth	2,178,235
Seventeenth	2,178,235
Eighteenth	2,178,235
Nineteen	2,178,235
Twentieth	2,178,235
Twenty first	2,178,235
Twenty second	2,178,235
Twenty third	2,178,235
Twenty fourth	2,178,230

KEXIM Covered Facility Advance	Amount (\$)
First	1,061,998
Second	1,061,998
Third	1,061,998
Fourth	1,061,998
Fifth	1,061,998
Sixth	1,061,998
Seventh	1,061,998
Eighth	1,061,998
Ninth	1,061,998
Tenth	1,061,998
Eleventh	1,061,998
Twelfth	1,061,998
Thirteenth	1,061,998
Fourteenth	1,061,998
Fifteenth	1,061,998
Sixteenth	1,061,998
Seventeenth	1,061,998
Eighteenth	1,061,998
Nineteen	1,061,998
Twentieth	1,061,998
Twenty first	1,061,998
Twenty second	1,061,998
Twenty third	1,061,998
Twenty fourth	1,062,001

KEXIM Facility Advance	Amount (\$)
First	1,088,517
Second	1,088,517
Third	1,088,517
Fourth	1,088,517
Fifth	1,088,517
Sixth	1,088,517
Seventh	1,088,517
Eighth	1,088,517
Ninth	1,088,517
Tenth	1,088,517
Eleventh	1,088,517
Twelfth	1,088,517
Thirteenth	1,088,517
Fourteenth	1,088,517
Fifteenth	1,088,517
Sixteenth	1,088,517
Seventeenth	1,088,517
Eighteenth	1,088,517
Nineteen	1,088,517
Twentieth	1,088,517
Twenty first	1,088,517
Twenty second	1,088,517
Twenty third	1,088,517
Twenty fourth	1,088,516

Commercial Facility Advance	Amount (\$)
First	1,558,000
Second	1,558,000
Third	1,558,000
Fourth	1,558,000
Fifth	1,558,000
Sixth	1,558,000
Seventh	1,558,000
Eighth	1,558,000
Ninth	1,558,000
Tenth	1,558,000
Eleventh	1,558,000
Twelfth	1,558,000
Thirteenth	1,558,000
Fourteenth	1,558,000
Fifteenth	1,558,000
Sixteenth	1,558,000
Seventeenth	1,558,000
Eighteenth	1,558,000
Nineteen	1,558,000
Twentieth	32,718,000

Ship H

K-sure Facility Advance	Amount (\$)
First	2,178,235
Second	2,178,235
Third	2,178,235
Fourth	2,178,235
Fifth	2,178,235
Sixth	2,178,235
Seventh	2,178,235
Eighth	2,178,235
Ninth	2,178,235
Tenth	2,178,235
Eleventh	2,178,235
Twelfth	2,178,235
Thirteenth	2,178,235
Fourteenth	2,178,235
Fifteenth	2,178,235
Sixteenth	2,178,235
Seventeenth	2,178,235
Eighteenth	2,178,235
Nineteen	2,178,235
Twentieth	2,178,235
Twenty first	2,178,235
Twenty second	2,178,235
Twenty third	2,178,235
Twenty fourth	2,178,230

KEXIM Covered Facility Advance	Amount (\$)
First	1,061,998
Second	1,061,998
Third	1,061,998
Fourth	1,061,998
Fifth	1,061,998
Sixth	1,061,998
Seventh	1,061,998
Eighth	1,061,998
Ninth	1,061,998
Tenth	1,061,998
Eleventh	1,061,998
Twelfth	1,061,998
Thirteenth	1,061,998
Fourteenth	1,061,998
Fifteenth	1,061,998
Sixteenth	1,061,998
Seventeenth	1,061,998
Eighteenth	1,061,998
Nineteen	1,061,998
Twentieth	1,061,998
Twenty first	1,061,998
Twenty second	1,061,998
Twenty third	1,061,998
Twenty fourth	1,062,001

KEXIM Facility Advance	Amount (\$)
First	1,088,517
Second	1,088,517
Third	1,088,517
Fourth	1,088,517
Fifth	1,088,517
Sixth	1,088,517
Seventh	1,088,517
Eighth	1,088,517
Ninth	1,088,517
Tenth	1,088,517
Eleventh	1,088,517
Twelfth	1,088,517
Thirteenth	1,088,517
Fourteenth	1,088,517
Fifteenth	1,088,517
Sixteenth	1,088,517
Seventeenth	1,088,517
Eighteenth	1,088,517
Nineteen	1,088,517
Twentieth	1,088,517
Twenty first	1,088,517
Twenty second	1,088,517
Twenty third	1,088,517
Twenty fourth	1,088,516

Commercial Facility Advance	Amount (\$)
First	1,558,000
Second	1,558,000
Third	1,558,000
Fourth	1,558,000
Fifth	1,558,000
Sixth	1,558,000
Seventh	1,558,000
Eighth	1,558,000
Ninth	1,558,000
Tenth	1,558,000
Eleventh	1,558,000
Twelfth	1,558,000
Thirteenth	1,558,000
Fourteenth	1,558,000
Fifteenth	1,558,000
Sixteenth	1,558,000
Seventeenth	1,558,000
Eighteenth	1,558,000
Nineteen	1,558,000
Twentieth	32,718,000

SIGNATURES

THE BORROWERS

GAS-eleven LTD.	)	<u>/s/ Simon Crowe</u>
By: Simon Crowe)	
GAS-twelve LTD.	)	<u>/s/ Simon Crowe</u>
By: Simon Crowe)	
GAS-thirteen LTD.	)	<u>/s/ Simon Crowe</u>
By: Simon Crowe)	
GAS-fourteen LTD.	)	<u>/s/ Simon Crowe</u>
By: Simon Crowe)	
GAS-twenty two LTD.	)	<u>/s/ Simon Crowe</u>
By: Simon Crowe)	
GAS-twenty three LTD.	)	<u>/s/ Simon Crowe</u>
By: Simon Crowe)	
GAS-twenty four LTD.	)	<u>/s/ Simon Crowe</u>
By: Simon Crowe)	
GAS-twenty five LTD.	)	<u>/s/ Simon Crowe</u>
By: Simon Crowe)	

THE GUARANTORS

EXECUTED as a DEED)	
By Simon Crowe)	
for and on behalf of	)	<u>/s/ Simon Crowe</u>
GASLOG LTD.	)	<u>Attorney-in-fact</u>
as Parent and Guarantor)	
in the presence of:)	

/s/ James Gilbertson
Witness
Name: James Gilbertson
Address: 81 Kings Road, London SW3 4XN
Occupation: Solicitor

EXECUTED as a **DEED**)
By Simon Crowe)
for and on behalf of)
GASLOG CARRIERS LTD.) /s/ Simon Crowe
as Guarantor) Attorney-in-fact
in the presence of:)

/s/ James Gilbertson

Witness
Name: James Gilbertson
Address: 81 Kings Road, London SW3 4XN
Occupation: Solicitor

THE ARRANGERS

CITIBANK, N.A., LONDON BRANCH) /s/ Kara Catt
as Mandated Lead Arranger)
By: Kara Catt)
Vice President)

NORDEA BANK AB, LONDON BRANCH) /s/ Maria Gkatzi
as Mandated Lead Arranger)
By: Maria Gkatzi)

THE EXPORT-IMPORT BANK OF KOREA) /s/ Maria Gkatzi
as Mandated Lead Arranger)
By: Maria Gkatzi)

BANK OF AMERICA, NATIONAL ASSOCIATION) /s/ Anita L. Gafagnoli
as Mandated Lead Arranger)
By: Anita L. Garfagnoli)
Vice President)

BNP PARIBAS) /s/ Maria Gkatzi
as Mandated Lead Arranger)
By: Maria Gkatzi)

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK) /s/ Maria Gkatzi
as Mandated Lead Arranger)
By: Maria Gkatzi)

CREDIT SUISSE AG) /s/ Maria Gkatzi
as Mandated Lead Arranger)
By: Maria Gkatzi)

HSBC BANK plc) /s/ Mark Looi
as Mandated Lead Arranger)
By: Mark Looi)
Director)

ING BANK N.V., LONDON BRANCH) /s/ Maria Gkatzi
as Mandated Lead Arranger)
By: Maria Gkatzi)

KEB HANA BANK, LONDON BRANCH as Mandated Lead Arranger By: Maria Gkatzi	) ) )	<u>/s/ Maria Gkatzi</u>
KfW IPEX-BANK GmbH as Mandated Lead Arranger By: Dimitrios Beis	) ) )	<u>/s/ Dimitrios Beis</u>
NATIONAL AUSTRALIA BANK LIMITED as Mandated Lead Arranger By: Quincy Chan Associate Director	) ) ) )	<u>/s/ Quincy Chan</u>
OVERSEA-CHINESE BANKING CORPORATION LIMITED as Mandated Lead Arranger By: Elaine Lam Senior Vice President	) ) ) )	<u>/s/ Elaine Lam</u>
SOCIETE GENERALE as Mandated Lead Arranger By: Maria Gkatzi	) ) )	<u>/s/ Maria Gkatzi</u>
THE KOREA DEVELOPMENT BANK as Mandated Lead Arranger By: Tae Wook Lim Team Head	) ) )	<u>/s/ Tae Wook Lim</u>
<u>THE ORIGINAL K-SURE FACILITY LENDERS</u>		
CITIBANK N.A., LONDON BRANCH By: Kara Catt Vice President	) ) )	<u>/s/ Kara Catt</u>
NORDEA BANK AB, LONDON BRANCH By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
BANK OF AMERICA, NATIONAL ASSOCIATION By: Anita L. Garfagnoli Vice President	) ) )	<u>/s/ Anita L. Garfagnoli</u>
BNP PARIBAS SEOUL BRANCH By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
CREDIT AGRICOLE CORPORATE INVESTMENT BANK By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
CREDIT SUISSE AG By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
HSBC BANK plc By: Mark Looi Director	)	<u>/s/ Mark Looi</u>

ING BANK N.V., LONDON BRANCH	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
KfW IPEX-BANK GmbH	)	<u>/s/ Dimitrios Beis</u>
By: Dimitrios Beis)	
NATIONAL AUSTRALIA BANK LIMITED	)	<u>/s/ Quincy Chan</u>
By: Quincy Chan)	
Associate Director)	
OVERSEA-CHINESE BANKING CORPORATION LIMITED	)	<u>/s/ Elaine Lam</u>
By: Elaine Lam)	
Senior Vice President)	
SOCIETE GENERALE	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
THE KOREA DEVELOPMENT BANK	)	<u>/s/ Tae Wook Lim</u>
By: Tae Wook Lim)	
Team Head)	
<u>THE ORIGINAL KEXIM FACILITY LENDERS</u>		
THE EXPORT-IMPORT BANK OF KOREA	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
<u>THE ORIGINAL KEXIM COVERED FACILITY LENDERS</u>		
CITIBANK N.A., LONDON BRANCH	)	<u>/s/ Kara Catt</u>
By: Kara Catt)	
Vice President)	
NORDEA BANK AB, LONDON BRANCH	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
BANK OF AMERICA, NATIONAL ASSOCIATION	)	<u>/s/ Anita L. Garfagnoli</u>
By: Anita L. Garfagnoli)	
Vice President)	
BNP PARIBAS	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
CREDIT AGRICOLE CORPORATE INVESTMENT BANK	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
CREDIT SUISSE AG	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
HSBC BANK plc	)	<u>/s/ Mark Looi</u>
By: Mark Looi)	
Director)	

ING BANK N.V., LONDON BRANCH By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
KEB HANA BANK, LONDON BRANCH By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
KfW IPEX-BANK GmbH By: Dimitrios Beis	) )	<u>/s/ Dimitrios Beis</u>
NATIONAL AUSTRALIA BANK LIMITED By: Quincy Chan Associate Director	) )	<u>/s/ Quincy Chan</u>
OVERSEA-CHINESE BANKING CORPORATION LIMITED By: Elaine Lam Senior Vice President	) )	<u>/s/ Elaine Lam</u>
SOCIETE GENERALE By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
<u>THE ORIGINAL COMMERCIAL FACILITY LENDERS</u>		
CITIBANK N.A., LONDON BRANCH By: Kara Catt Vice President	) )	<u>/s/ Kara Catt</u>
NORDEA BANK AB, LONDON BRANCH By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
BANK OF AMERICA, NATIONAL ASSOCIATION By: Anita L. Garfagnoli Vice President	) )	<u>/s/ Anita L. Garfagnoli</u>
BNP PARIBAS By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
CREDIT AGRICOLE CORPORATE INVESTMENT BANK By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
CREDIT SUISSE AG By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
HSBC BANK plc By: Mark Looi Director	)	<u>/s/ Mark Looi</u>
ING BANK N.V., LONDON BRANCH By: Maria Gkatzi	) )	<u>/s/ Maria Gkatzi</u>
KfW IPEX-BANK GmbH By: Dimitrios Beis	) )	<u>/s/ Dimitrios Beis</u>

NATIONAL AUSTRALIA BANK LIMITED	)	<u>/s/ Quincy Chan</u>
By: Quincy Chan)	
Associate Director)	
OVERSEA-CHINESE BANKING CORPORATION LIMITED	)	<u>/s/ Elaine Lam</u>
By: Elaine Lam)	
Senior Vice President)	
SOCIETE GENERALE	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
<u>THE GLOBAL CO-ORDINATORS</u>		
NORDEA BANK AB, LONDON BRANCH)	
By: Maria Gkatzi	)	<u>/s/ Maria Gkatzi</u>
<u>THE BOOKRUNNERS</u>		
CITIBANK N.A., LONDON BRANCH	)	<u>/s/ Kara Catt</u>
By: Kara Catt)	
Vice President)	
NORDEA BANK AB, LONDON BRANCH	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
<u>THE ECA CO-ORDINATOR</u>		
CITIBANK N.A., LONDON BRANCH	)	<u>/s/ Kara Catt</u>
By: Kara Catt)	
Vice President)	
<u>THE AGENT</u>		
NORDEA BANK AB, LONDON BRANCH	)	<u>/s/ Maria Gkatzi</u>
By: Maria Gkatzi)	
<u>THE ECA AGENT</u>		
CITIBANK N.A., LONDON BRANCH	)	<u>/s/ Kara Catt</u>
By: Kara Catt)	
Vice President)	
<u>THE SECURITY AGENT</u>		
NORDEA BANK AB, LONDON BRANCH	)	<u>/s/ Maria Gkatzi.</u>
By: Maria Gkatzi)	

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (*****).

Private & Confidential

Execution Version

Dated	18	February 2016
	GAS-eighteen Ltd. GAS-nineteen Ltd. GAS-twenty Ltd. GAS-twenty one Ltd. and GAS-twenty seven Ltd.	(1)
	arranged by	
	ABN AMRO BANK N.V., DNB (UK) LTD. (3) and DVB BANK AMERICA N.V.	(2) (4)
	with	
	DNB BANK ASA, LONDON BRANCH as Agent and Security Agent	(5)
<hr/>		
	SENIOR FACILITY AGREEMENT \$396,500,000 Loan Facility	
<hr/>		

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THIS AGREEMENT is dated February 2016 and made between:

- (1) **THE ENTITIES** listed in Schedule 1 as borrowers (the **Borrowers**);
- (2) **ABN AMRO BANK N.V., DNB (UK) LTD. and DVB BANK AMERICA N.V.** as mandated lead arrangers (whether acting individually or together, the **Arrangers**);
- (3) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 as lenders (the **Original Lenders**);
- (4) **ABN AMRO BANK N.V. and DNB (UK) LTD.** as bookrunners (the **Bookrunners**);
- (5) **DNB BANK ASA, LONDON BRANCH** as agent for the other Finance Parties (the **Agent**); and
- (6) **DNB BANK ASA, LONDON BRANCH** as security agent for the other Finance Parties (the **Security Agent**).

IT IS AGREED as follows:

SECTION 1 - INTERPRETATION

1 Definitions and interpretation

1.1 Definitions

In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

- 1.1 **12 Month Expiry Date** has the meaning given to such term in clause 23.14.1 (*Additional security 12 months prior to Charter's or Replacement Charter's expiry*).

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, either the Security Agent acting through its London Branch or another bank or financial institution approved by the Majority Lenders at the request of the Borrowers.

Account Security means, in relation to an Account, a deed or other instrument by the relevant Borrower in favour of the Security Agent 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.

Advance A means an advance of the Total Commitments in respect of Ship A up to the lesser of (a) 72,500,000 and (b) 18.28 per cent of the Total Commitments on the date of this Agreement or (as the context may require) the outstanding principal amount of such borrowing.

Advance B means an advance of the Total Commitments in respect of Ship B up to the lesser of (a) 72,500,000 and (b) 18.28 per cent of the Total Commitments on the date of this Agreement or (as the context may require) the outstanding principal amount of such borrowing.

Advance C means an advance of the Total Commitments in respect of Ship C up to the lesser of (a) 72,500,000 and (b) 18.28 per cent of the Total Commitments on the date of this Agreement or (as the context may require) the outstanding principal amount of such borrowing.

Advance D means an advance of the Total Commitments in respect of Ship D up to the lesser of (a) 72,500,000 and (b) 18.28 per cent of the Total Commitments on the date of this Agreement or (as the context may require) the outstanding principal amount of such borrowing.

Advance E means an advance of the Total Commitments in respect of Ship E up to the lesser of (a) 106,500,000 and (b) 26.88 per cent of the total Commitments on the Utilisation Date or (as the context may require) the outstanding principal amount of such borrowing

Advances means Advance A, Advance B, Advance C, Advance D and Advance E and **Advance** means any of them

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 under this Agreement.

Approved Exchange means NYSE, NASDAQ or any other reputable stock exchange agreed by GasLog and the Majority Lenders.

Approved Flag State means each of the Cayman Islands, Hong Kong, Greece, the Marshall Islands, Singapore or the United Kingdom or such other flag state approved by the Lenders.

Approved Valuers means Clarkson Platou Securities, Fearnleys AS, Simpson, Spence & Young Limited, Affinity LNG LLP, Poten & Partners and Braemar Seascope Limited or such other independent reputable shipbrokers in respect of LNG ships agreed between the Borrowers and the Majority Lenders from time to time, provided that any such valuer may be withdrawn from the list of Approved Valuers upon the direction of the Majority Lenders (acting reasonably), in which case such valuer may not then be appointed to provide valuations unless it is once more approved by agreement between the Borrowers and the Majority Lenders.

Auditors means such auditors appointed by the Group from time to time, details of which shall be notified to the Agent as soon as reasonably practicable following appointment.

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.

Available Commitment means a Lender's Commitment minus the amount of its participation in the Loan drawn by the Borrower(s).

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.

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 Accord) 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 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;
- (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; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III”.

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 CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

BG Bullet Facilities means:

- (a) a loan facility of up to \$325,500,000 made available to, among others, Borrower A pursuant to a loan agreement dated 1 April 2014;
- (b) a loan facility of up to \$325,500,000 made available to Borrower B, Borrower C and Borrower D pursuant to a loan agreement dated 14 May 2014;
- (c) a senior loan facility of up to \$325,000,000 made available to Borrower E and Gas-twenty six Ltd. pursuant to a senior loan agreement dated 25 March 2015; and
- (d) a junior loan facility of up to \$135,000,000 made available to Borrower E and Gas-twenty six Ltd. pursuant to a junior loan agreement dated 25 March 2015.

Blocked Deposit Account means any Account described as a “**Blocked Deposit Account**” under clause 25 (*Bank accounts*).

Borrower A means the Borrower described as such in Schedule 1 (*The original parties*).

Borrower B means the Borrower described as such in Schedule 1 (*The original parties*).

Borrower C means the Borrower described as such in Schedule 1 (*The original parties*).

Borrower D means the Borrower described as such in Schedule 1 (*The original parties*).

Borrower E means the Borrower described as such in Schedule 1 (*The original parties*).

Break Costs means the amount (if any) by which:

- (a) the interest (excluding 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 Advance or Unpaid Sum to the last day of the current Interest Period in respect of the Advance 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.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Amsterdam, Piraeus, Paris and (in relation to any date for payment or purchase of dollars) New York.

Change of Control occurs if otherwise than in accordance with the provisions of clause 19.6 (*Change of business or ownership*):

- (a) two or more persons acting in concert or any individual person (other than the current beneficial owners of the Relevant Company) has or acquires the right or ability to control, either directly or indirectly, the affairs or the composition of the majority of the board of directors (or equivalent) of GasLog; or
- (b) GasLog Carriers ceases to be a wholly owned subsidiary of either GasLog or GLOP (if GasLog Carriers has become a wholly owned subsidiary of GLOP in accordance with clause 19.6 (*Change of business or ownership*)); or
- (c) less than a majority of the directors of GLOP are appointed by GasLog Partners GPLLC (on behalf of GasLog); or
- (d) GasLog Partners GPLLC ceases to be a wholly-owned subsidiary of GasLog; or
- (e) GasLog Partners GPLLC ceases to be the general partner of GLOP; or
- (f) GPLHL ceases to be a wholly-owned subsidiary of GLOP; or
- (g) Borrower B, Borrower C or Borrower D ceases to be a wholly-owned subsidiary of GPLHL or, as the case may be, GasLog Carriers;
- (h) prior to Drop Down 1, either of Borrower A or Borrower E ceases to be a wholly-owned subsidiary of GasLog Carriers; or
- (i) prior to Drop Down 2, the Borrower subject to Drop Down 1 ceases to be a wholly-owned subsidiary of GPLHL or the remaining Borrower which continues to be a wholly-owned subsidiary of GasLog Carriers upon or after Drop Down 1 ceases to be a wholly-owned subsidiary of GasLog Carriers ; or
- (j) upon or after Drop Down 2, either of Borrower A or Borrower E ceases to be a wholly-owned subsidiary of GPLHL or, as the case may be, GasLog Carriers.

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, in relation to a Ship, the charter commitment for that Ship approved by the Lenders details of which are provided in Schedule 2 (*Ship information*).

Charter Assignment means an assignment by the relevant Owner of its interest in the Charter Documents in favour of the Security Agent in the agreed form.

Charter Documents means, in relation to a Ship, the Charter or a Replacement Charter for that Ship, any documents supplementing it and any guarantee or security given by any person for the relevant Charterer's obligations under it.

Charter Expiry Notice has the meaning given to such term in clause 23.14.1 (*Additional security 12 months prior to Charter's or Replacement Charter's expiry*).

Charter Master Agreement means the master time charter party agreement in respect of Ship E (among others) dated 25 March 2015 entered into between Borrower E, GAS-twenty six Ltd. and the Charterer.

Charterer means, in relation to a Ship, the charterer named in Schedule 2 (*Ship information*) as charterer of that Ship, or such other charterer of that Ship under a Replacement Charter.

Classification means, in relation to a Ship, the classification specified in respect of such 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 or delayed), at the request of the relevant Owner.

Classification Society means, in relation to a Ship, the classification society specified in Schedule 2 (*Ship information*) or another classification society being a member of the International Association of Classification Societies or, if such association no longer exists, any similar association nominated by the Borrowers and, in any event, as approved by the Majority Lenders as its Classification Society (such approval not to be unreasonably withheld or delayed), at the request of the relevant Owner.

Code means the US Internal Revenue Code of 1986.

Commercial Manager means GasLog or another manager appointed as the commercial manager of a Ship by the relevant Owner in accordance with clause 20.4 (*Manager*).

Commitment means:

- (a) in relation to an Original Lender, the amount set opposite its name under 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.

Confidential Information means all information relating to an Obligor, the Group, the Finance Documents, the Charter Documents 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:

- (i) information that:
 - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 40 (*Confidentiality*); or

(B) is identified in writing at the time of delivery as non-confidential by any Group Member or any of its advisers; or

(C) 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; and

(ii) any Funding Rate or Reference Bank Quotation.

Confirmation Memorandum means the confirmation memorandum in respect of Ship E regulated by the Charter Master Agreement, details of which are provided in Schedule 2 (*Ship information*).

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, bye-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

CRD IV means directive 2013/36/EU of the European Union.

CRR means regulation 575/2013 of the European Union.

Deed of Covenant means, in relation to a Ship, a first deed of covenant by the relevant Owner 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 an Advance available or has notified the Agent that it will not make its participation in an Advance available by the Utilisation Date of that Advance in accordance with clause 5.4 (*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 Disruption Event; and

payment is made within three 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.

Disposal Repayment Date means in relation to:

- (a) a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date; and

- (b) a sale of a Mortgaged Ship by the relevant Owner, 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.

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.

Drop Down means either a Drop Down 1 or a Drop Down 2.

Drop Down 1 means a transfer of shares in either one of Borrower A or Borrower E to GPHL or GLOP directly or indirectly, in accordance with the provisions of clause 19.6 (*Change of business or ownership*) and being the first such transfer to occur.

Drop Down 2 means a transfer of shares in both Borrower A and Borrower E or, if a Drop Down 1 has previously occurred, a transfer of the shares in whichever of Borrower A or Borrower E remained with Gaslog Carriers following Drop Down 1, in either case, to GPHL or GLOP directly or indirectly, in accordance with the provisions of clause 19.6 (*Change of business or ownership*).

Earnings means, in relation to a Ship and a person, all money at any time payable (actually or contingently) to that person for or in relation to the use or operation of such Ship including, but not limited to, freight, hire and passage moneys, money payable to that person for the provision of services by or from such 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.

Enforcement Costs means any costs, expenses, liabilities or other amounts in respect of which any amount is payable under clauses 14.4 (*Indemnity concerning security*) or 16.3 (*Enforcement, preservation and other costs*) or under any other Finance Document to which those provisions apply and any remuneration payable to a Receiver in connection with any Security Documents.

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 Fleet 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 under this Agreement as described in clause 2 (*The Facility*).

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 Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or
- (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 irrevocably, indefeasibly and unconditionally been fully paid and discharged.

FATCA means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or 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;
- (b) in relation to a "withholdable payment" described in section 1473(1)(A)(ii) of the Code (which relates to "gross proceeds" from the disposition of property of a type that can produce interest from sources within the US), 1 January 2019; or
- (c) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraphs (a) or (b) above, 1 January 2019,

or, in each case, such other date from which such payment may become subject to a deduction or withholding required by FATCA as a result of any change in FATCA after the date of this Agreement.

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 Letter means any letter dated on or before the date of this Agreement between the Arrangers (or any of them) and the Borrowers (or the Agent or the Bookrunner and the Borrowers) setting out, inter alia, any of the fees referred to in clause 11 (*Fees*).

Final Repayment Date means, in relation to each Advance, subject to clause 33.7 (*Business Days*), the earlier of (a) 60 months after the relevant Utilisation Date for that Advance and (b) 8 April 2021.

Finance Documents means this Agreement, any Fee Letter, the Security Documents, any Transfer Certificate, the Intercreditor Agreement and any deed of accession supplemental to it and any other document designated as such by the Agent and the Borrowers.

Finance Party means the Agent, the Security Agent, any Arranger, the Bookrunner or a Lender.

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 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 shall be taken into account and/or, if any actual amount is due as a result of the termination or close out of a Treasury Transaction, that also 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 for any of the items referred to in paragraphs (a) to (i) above.

First Repayment Date means, in relation to each Advance other than Advance E, the date falling three months after the relevant Utilisation Date for such Advance and in relation to Advance E, the date falling 12 months after the relevant Utilisation Date for Advance E, subject in each case, to clause 43.8 (*Business Days*).

Flag State means, in relation to a Ship, the country specified in respect of such Ship 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 in writing by the Lenders in accordance with clause 20.1(b), at the request of the relevant Owner, as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

Fleet Vessel means each Ship and any other vessel directly or indirectly owned by any Obligor or any Subsidiary of an Obligor.

Funding Rate means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of clause 10.4 (*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 means the company described as such in Schedule 1 (*The original parties*).

GasLog Carriers means the company described as such in Schedule 1 (*The original parties*).

GasLog Carriers Guarantee means the guarantee, executed by GasLog Carriers in favour of the Security Agent in the agreed form.

GasLog Guarantee means the guarantee, executed by GasLog in favour of the Security Agent in the agreed form.

GasLog LNG means the company described as such in Schedule 1 (*The Original Parties*).

GLOP means GasLog Partners LP, a master limited partnership formed under the laws of the Marshall Islands and listed with an Approved Exchange.

GLOP Guarantee means the guarantee to be executed by GLOP in favour of the Security Agent in the agreed form pursuant to clause 19.6 (*Change of business or ownership*).

GPHL means GasLog Partners Holdings LLC, a limited liability corporation incorporated under the laws of the Marshall Islands.

GPHL Guarantee means the guarantee to be executed by GPHL in favour of the Security Agent in the agreed form pursuant to clause 19.6 (*Change of business or ownership*).

Group means GasLog and its Subsidiaries for the time being and GLOP and its Subsidiaries for the time being save that:

a) for the purposes of clause 18.1 (Financial Statements) in relation to GasLog or clause 5 of the GasLog Guarantee (financial covenants), 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 of the GLOP Guarantee (financial covenants), 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 Group.

Guarantees means:

(a) prior to Drop Down 2, the GasLog Guarantee, the GasLog Carriers Guarantee, the GLOP Guarantee and GPLH Guarantee; or

(b) upon or after Drop Down 2, the GasLog Guarantee, the GLOP Guarantee and GPLH Guarantee,

and **Guarantee** means any of them.

Guarantors means:

(a) prior to Drop Down 2, GasLog, GasLog Carriers, GPLH and GLOP; or

(b) upon or after Drop Down 2, GasLog, GLOP and GPLH,

and **Guarantor** means any of them.

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

Increased Costs has the meaning given to it in clause 13.1 (*Increased Costs*).

Indemnified Person means:

(a) each Finance Party and each Receiver and any attorney, agent or other person appointed by them under the Finance Documents;

(b) each Affiliate of each Finance Party and each Receiver; and

(c) any officers, employees, or agents of each Finance Party and each Receiver.

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;

(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, other than, in each case, any Undisclosed Administration;

- (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, other than, in each case, any Undisclosed Administration;
- (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, in relation to a Ship, a notice of assignment in the form scheduled to such Ship's Deed of Covenant or in another form approved by the Lenders.

Insurances means, in relation to a 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 such Ship's owner or the joint names of its owner and any other person in respect of or in connection with such Ship and/or its owner'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.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Agreement and entered into between, inter alios, the Agent, the Security Agent, the Lenders, the Borrowers and the Junior Finance Parties.

Interest Period means, in relation to an Advance, 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 an Advance 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; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period,

each as of 11:00 a.m. on the Quotation Day.

Junior Facility means the loan facility of up to \$180,000,000 made, or as the context may require, to be made available to the Borrowers on or about the date hereof pursuant to the Junior Facility Agreement.

Junior Facility Agreement means the facility agreement in respect of the Junior Facility entered or, as the context may require, to be entered into between, the Borrowers and the Junior Facility Finance Parties.

Junior Facility Finance Documents means the documents described as "Finance Documents" under the Junior Facility Agreement.

Junior Facility Finance Parties means the banks and financial institutions which are party to the Junior Facility Agreement.

Junior Facility Period means the period from and including the date of the Junior Facility Agreement to and including the date on which the Total Commitments (as such term is defined in the Junior Facility Agreement) in respect of the Junior Facility have reduced to zero and all indebtedness of the Obligors under the Junior Finance Documents has irrevocably and unconditionally been fully paid and discharged.

Junior Facility Security Documents means any Security Interest granted by the Obligors to secure the Junior Facility and which are approved pursuant to the Intercreditor Agreement.

Junior Loan means the loan made or to be made under the Junior Facility or the principal amount outstanding for the time being of that loan.

Last Availability Date means 8 April 2016 (or such later date as may be approved by the Lenders).

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 the Foreign Limitation Period 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;
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the legal opinions provided to the Agent pursuant to the conditions precedent set out in Schedule 3 (*Conditions precedent*); and
- (e) the principle that an assignment of protection and indemnity risks insurance may only be valid and effective against a third party for limited purposes permitted under the terms of the entry of a Ship with a protection and indemnity risks association, as supplemented by any letter of undertaking issued by such a protection and indemnity risks association.

Lender means:

- (a) any Original Lender; and
- (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.

LIBOR means, in relation to the Advance or any part of it or any Unpaid Sum:

- (a) the applicable Screen Rate; or
- (b) if no Screen Rate is available for dollars for the relevant Interest Period, the Interpolated Screen Rate for the relevant Interest Period; or
- (c) if no Screen Rate is available for dollars for the relevant Interest Period and it is not possible to calculate an Interpolated Screen Rate for that Interest Period, the Reference Bank Rate,

as of 11:00 a.m. on the Quotation Day for the offering of deposits in dollars for a period equal in length to the Interest Period for the Advance or relevant part of it or Unpaid Sum and, if 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.

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to such Ship's Deed of Covenant or in another form approved by the Lenders.

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 in respect of each of Ship A, Ship B, Ship C and Ship D, \$3,000,000 (or the equivalent in any other currency) and in respect of Ship E \$5,000,000 (or the equivalent in any other currency).

Majority Lenders means:

- (a) if no part of the Loan is then outstanding, a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}$ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66\frac{2}{3}$ per cent of the Total Commitments immediately prior to the reduction); or
- (b) at any other time, a Lender or Lenders whose participations in the Loan aggregate more than $66\frac{2}{3}$ per cent of the Loan.

Manager means the Commercial Manager or the Technical Manager (as the case may be) and **Managers** mean both of them.

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Security Agent in the agreed form pursuant to clause 20.4 (*Manager*).

Margin means 2.25 per cent per annum.

Material Adverse Effect means:

- (a) in respect of clauses 17.5.2, 17.14.2, 17.15, 17.16, 17.17 and 17.18 on the dates of this Agreement, the first Utilisation Request and the first Utilisation only, a material adverse effect on:
 - (i) the business, operations, property, financial condition or performance of any of the Obligors or the Group taken as a whole;
 - (ii) the ability of an Obligor to perform its obligations under any of the Finance Documents; and
 - (iii) 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, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents; and
- (b) at all other times, a material adverse effect on:
 - (i) the business, operations, property, financial condition or performance of any of the Obligors or the Group taken as a whole, which prejudices the ability of an Obligor to perform its obligations under the Finance Documents; or
 - (ii) the validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Minimum Value means:

- (a) at any time during the Junior Facility Period, the amount in dollars which is at that time 115 per cent; or
- (b) at any other time, the amount in dollars which is at that time 120 per cent,

of the aggregate of the Loan and, if any, the Junior Loan outstanding at such time.

Mortgage means, in relation to a Ship, a first priority or, as applicable, preferred, mortgage of the Ship in the agreed form by the relevant Owner in favour of the Security Agent.

Mortgage Period means, in relation to a Ship, the period from the date the Mortgage over such Ship is executed and registered until the date such Mortgage is released and discharged or the Total Loss Repayment Date.

Mortgaged Ship means, at any relevant time, any Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

Obligors means the parties to the Finance Documents (other than Finance Parties, the Charterers and the Managers) and **Obligor** means any one of them.

Original Financial Statements means:

- (a) the audited consolidated financial statements of the Group for its financial year ended 31 December 2014;
- (b) the unaudited financial statements of each of the Borrowers and each of the Guarantors (other than GasLog) for their respective financial years ended 31 December 2014 other than in respect to GAS-twenty seven Ltd; and
- (c) the unaudited financial statements for GAS-twenty seven Ltd. for the half year ended 30 June 2015.

Original Security Documents means:

- (a) the Guarantees;
- (b) the Mortgage over each of the Ships;
- (c) the Deed of Covenant in relation to each of the Ships;
- (d) the Share Security in relation to each Borrower;
- (e) the Charter Assignment in relation to each Ship's Charter Documents;
- (f) the Account Security;
- (g) any Manager's Undertaking in relation to a Ship if required under clause 20.4 (*Manager*); and
- (h) the Quiet Enjoyment Agreement in relation to each of the Ships.

Owner means, in relation to a Ship, the Borrower specified against the name of such Ship in Schedule 2 (*Ship information*).

Participating Member State means any member state of the European Union that has 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.

Permitted Maritime Liens means, in relation to a Ship:

- (a) unless a Default is continuing, any ship repairer's or outfitter's possessory lien in respect of such Ship for an amount not exceeding the Major Casualty Amount for such Ship (unless the relevant Owner has established to the reasonable satisfaction of the Agent that it has sufficient reserves with the Account Bank to pay for the cost of such work in accordance with clause 21.14 (*Repairer's liens*));

- (b) any lien on such Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading;
- (c) 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 such Ship, in each case securing obligations not more than 30 days overdue;
- (d) any lien on such Ship for salvage; and
- (e) any other lien on such Ship arising in the ordinary course of trading by statute or by operation of law in respect of obligations which are not more than 14 days overdue or which are being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided) so long as any such proceedings or the continued existence of such lien do not involve any likelihood of the arrest, sale, forfeiture or loss of, or of any interest in, such Ship or any interference with its operation.

Permitted Security Interests means, in relation to any Ship, any Security Interest over it which is:

- (a) granted under the Finance Documents; or
- (b) during the Junior Facility Period, granted under the Junior Facility Security Documents; or
- (c) a Permitted Maritime Lien; or
- (d) any Security Interest created in favour of a claimant or defendant in any proceedings or arbitration as security for costs and expenses while a Borrower is actively pursuing a claim or defending such proceedings or arbitration in good faith; or
- (e) any 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
- (f) approved by the Majority Lenders,

PROVIDED that in the case of (d) and (e) 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 held with the Account Bank in an Account acceptable to the Agent.

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.

Prohibited Person means any person:

- (a) with whom transactions are prohibited or restricted under:
 - (i) OFAC; or
 - (ii) any other United States of America government sanction, laws or regulations 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;
 - (iii) European Union sanctions laws or regulations, 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)

- (iv) United Kingdom government sanctions laws or regulations, including without limitation persons or organisations on Her Majesty's Treasury's Consolidated List of Financial Sanctions Targets and Investment Ban List;
- (v) United Nations sanctions laws or regulations, including without limitation persons or organisations on the United Nations Consolidated List established and maintained by the 1267 Committee;
- (vi) Australian sanctions law or regulations, including without limitation persons or organisations on the sanctions list issued and administered by the Australian Department of Foreign Affairs and Trade;
- (vii) Norwegian sanctions laws or regulations, including without limitation persons or organisations on the sanctions lists issued and administered by the Norwegian Ministry of Foreign Affairs; and
- (viii) any similar list issued by any Sanctions Authorities.

Quiet Enjoyment Agreement means, in respect of a Ship, a letter by the Security Agent addressed to, and acknowledged by, the relevant Charterer of the Ship in an agreed form.

Quotation Day means, in relation to any period for which an interest rate is to be determined, two Business Days 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.

Reference Bank Quotation means any quotation supplied to the Agent by a Reference Bank.

Reference Bank Rate means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks:

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank could borrow funds in the Interbank Market, in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant currency and period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.

Reference Banks means the principal offices in London of DNB Bank ASA, ABN AMRO Bank N.V., National Australia Bank Limited and/or such other entities as may be appointed by the Agent with the consent of the Borrowers.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner's title to such Ship and the relevant Mortgage under the laws of its Flag State.

Relevant Company means a person acceptable to the Lenders in their discretion which shall on or before the date of this Agreement be identified to the Lenders.

Relevant Percentage means in relation to each of Ship A, Ship B, Ship C and Ship D, 18.28 per cent and, in relation to Ship E, 26.88 per cent.

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, in relation to each Advance:

- (a) the First Repayment Date for such Advance;
- (b) each of the dates falling three monthly intervals thereafter up to but not including the Final Repayment Date; and
- (c) the Final Repayment Date.

Repayment Schedule means in relation to each Borrower, the repayment schedule for the Advance relating to that Borrower set out in Schedule 6.

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 (*Legal and beneficial ownership*), 17.22 (*Shares*), 17.24 (*No adverse consequences*), 17.25 (*Copies of documents*), 17.26 (*No breach of any Charter Document*), 17.27 (*No immunity*), 17.31 (*Sanctions*) and 17.32 (*No money laundering*).

Replacement Charter means, in relation to a Ship, a charter commitment in respect of that Ship (other than the Charter for that Ship) which:

- (a) is approved by the Lenders;
- (b) is for a period and at a charter rates approved by the Lenders;
- (c) is in full force and effect;
- (d) is entered into with a Charterer whose credit standing is approved by the Lenders;
- (e) is subject to a Security Interest which is granted in favour of the Security Agent;
- (f) if relevant, is subject to a Quiet Enjoyment Agreement; and
- (g) satisfies such other terms as may reasonably be required by the Agent (acting on the instructions of the Lenders).

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Revenue Account means any Account designated as a "**Revenue Account**" under clause 25 (*Bank accounts*).

Reverse Drop Down means, in respect of any Borrower which is owned by GPLH or GLOP directly or indirectly, a transfer of its shares to GasLog or a Subsidiary of GasLog, in accordance with the provisions of clause 19.6 (*Change of business or ownership*).

Sanctions means any economic or trade sanctions laws, regulations, order or embargoes administered, enacted or enforced by any Sanctions Authority.

Sanctions Authority means any of:

- (a) the government of the United States of America;
- (b) the United Nations;
- (c) the government of United Kingdom;
- (d) the European Union (and/or any member state thereof); or
- (e) the government of Australia;
- (f) the government of Norway; and
- (g) in respect of an Obligor, its jurisdiction of incorporation,

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), the Norwegian Ministry of Foreign Affairs and the Australian Department of Foreign Affairs and Trade.

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 may specify another page or service displaying the relevant rate after consultation with the Borrowers and the Lenders.

Security Agent includes any person as may be appointed security agent and trustee for the Lenders under this Agreement.

Security Documents means:

- (a) the Original Security Documents; and
- (b) any other document as may after the date of this Agreement 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 aggregate of the values of the Mortgaged Ships which have not then become a Total Loss or been sold in accordance with clause 7.6.2 (*Sale or Total Loss*) (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) and (b) the value of any additional security then held by the Security Agent provided under clause 23 (*Minimum security value*), in each case as most recently determined in accordance with this Agreement.

Share Security means, in relation to each Borrower, the document constituting a first Security Interest by its Holding Company in favour of the Security Agent in the agreed form in respect of all of the shares in such Borrower.

Ship A means the ship described as such in Schedule 2 (*Ship information*).

Ship B means the ship described as such in Schedule 2 (*Ship information*).

Ship C means the ship described as such in Schedule 2 (*Ship information*).

Ship D means the ship described as such in Schedule 2 (*Ship information*).

Ship E means the ship described as such in Schedule 2 (*Ship information*).

Ship Commitment means, in relation to a Ship, the amount specified against the name of such Ship in Schedule 2 (*Ship information*), as cancelled or reduced pursuant to any provision of this Agreement.

Ship Representations means each of the representations and warranties set out in clauses 17.28 (*Ship status*) and 17.29 (*Ship's employment*).

Ships means each of Ship A, Ship B, Ship C, Ship D and Ship E, each as described in Schedule 2 (*Ship information*) and **Ship** means any of them.

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 per cent.

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 GasLog LNG or another manager appointed as the technical manager of a Ship by the relevant Owner in accordance with clause 20.4 (*Manager*).

Total Commitments means the aggregate of the Commitments as at the date of this Agreement, being an amount equal to the lesser of (i) \$396,500,000 and (ii) 55 per cent. of the aggregate market value of the Ships as determined pursuant to clause 23 (*Minimum security value*).

Total Loss means, in relation to a vessel, its:

- (a) actual, constructive, compromised or arranged total loss; or
- (b) requisition for title, confiscation or other compulsory acquisition by a government entity;

- (c) condemnation, capture, seizure, arrest or detention for more than 30 days; or
- (d) hijacking or theft for more than 60 days.

Total Loss Date means, in relation to the Total Loss of a vessel:

- (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 or theft, the date 60 days after the date upon which it happened.

Total Loss Repayment Date means where a Ship has become a Total Loss, the earlier of:

- (a) the date 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.

Transaction Document means:

- (a) each of the Finance Documents;
- (b) each of the Junior Facility Finance Documents; and
- (c) each Charter Document.

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 Borrowers or at any time after the occurrence of an Event of Default, in any other form required by the Agent.

Transfer Date means, in relation to a transfer, 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;
- (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 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).

Undisclosed Administration means, in relation to a Lender, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the laws of the country where that Lender is subject to home jurisdiction supervision and/or regulation, if applicable law requires that such appointment is not to be publicly disclosed.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

US means the United States of America.

Utilisation means the making of an Advance.

Utilisation Date means the date on which a 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

1.2.1 Unless a contrary indication appears, any reference in any of the Finance Documents to:

- (a) 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;
- (b) 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;
- (c) words importing the plural shall include the singular and vice versa;
- (d) a time of day are to London time;

- (e) any person includes its successors in title, permitted assignees or transferees;
- (f) 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;
- (g) 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 in GasLog by any of them, either directly or indirectly to obtain or consolidate control of GasLog;
- (h) **agreed form** means:
 - (i) where a Finance Document has already been executed by the Agent or the Security Agent, such Finance Document in its executed form;
 - (ii) 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 the Lenders) and the Borrowers, 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 by the Lenders at the request of the Borrowers;
- (i) **approved by the Majority Lenders** and **approved** mean approved in writing by the Agent acting on the instructions of the Majority Lenders (on such conditions as they may respectively impose) and **approval** and **approve** shall be construed accordingly;
- (j) **assets** includes present and future properties, revenues and rights of every description;
- (k) an **authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration;
- (l) **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;
- (m) **control** of an entity means:
 - (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of that entity; or
 - (B) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or
 - (C) 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
 - (ii) the holding beneficially of more than 50 per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);and **controlled** shall be construed accordingly;
- (n) 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;

- (o) **dollar/\$** means the lawful currency of the United States of America;
- (p) 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**);
- (q) a **government entity** means any government, state or agency of a state;
- (r) a group of Lenders includes all the Lenders;
- (s) 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;
- (t) **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;
- (u) **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:
 - (i) 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);
 - (ii) if there is no numerically corresponding day in that month, that period shall end on the last Business Day in that month; and
 - (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end,and the above rules will only apply to the last month of any period;
- (v) an **obligation** means any duty, obligation or liability of any kind;
- (w) 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);
- (x) pay, prepay or repay in clause 26 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;
- (y) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (z) 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;

(aa) **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;

(bb) **trustee, fiduciary and fiduciary duty** has in each case the meaning given to such term under applicable law;

(cc) (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;

(dd) an entity is a "**wholly-owned subsidiary**" of another entity if it has no members except that other and that other's wholly-owned subsidiaries or persons acting on behalf of that other or its wholly-owned subsidiaries; and

(ee) a provision of law is a reference to that provision as amended or re-enacted.

1.2.2 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.

1.2.3 Section, clause and Schedule headings are for ease of reference only.

1.2.4 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.

1.2.5 A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived to the satisfaction of the Agent acting on the instructions of the Lenders 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 the Lenders.

1.2.6 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

1.3.1 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 to enjoy the benefit of any term of the relevant Finance Document.

1.3.2 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 (unless otherwise provided by this Agreement).

1.3.3 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 the Intercreditor Agreement and 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 the Intercreditor Agreement and other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

1.6 Intercreditor Agreement

The terms of the Finance Documents are subject to the terms of the Intercreditor Agreement and, in the event of any conflict between any provision of any Finance Documents and any provision of the Intercreditor Agreement, the relevant provision of the Intercreditor Agreement shall prevail.

SECTION 2 - THE FACILITY

2 The Facility

2.1 The Facility

Subject to the terms of this Agreement, the Lenders agree to make available to the Borrowers a term loan facility in an aggregate amount equal to the Total Commitments.

2.2 Finance Parties' rights and obligations

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 A Finance Party may, except as otherwise stated in the Finance Documents (including clauses 30.27 (*All enforcement action through the Security Agent*)) and 31.2 (*Finance Parties acting together*), separately enforce its rights under the Finance Documents.

2.3 Borrowers' rights and obligations

- 2.3.1 The obligations of each Borrower under this Agreement are joint and several. Failure by a Borrower to perform its obligations under this Agreement shall constitute a failure by all of the Borrowers.
- 2.3.2 Each Borrower irrevocably and unconditionally jointly and severally with each other Borrower:
- (a) agrees that it is responsible for the performance of the obligations of each other Borrower under this Agreement;
 - (b) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Borrowers under this Agreement; and
 - (c) agrees with each Finance Party that, if any obligation of another Borrower under this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of another Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by that other Borrower under this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
- 2.3.3 The obligations of each Borrower under the Finance Documents shall continue until all amounts which may be or become payable by the Borrowers under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- 2.3.4 If any discharge, release or arrangement (whether in respect of the obligations of a Borrower or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Borrowers under this Agreement will continue or be reinstated as if the discharge, release or arrangement had not occurred.

- 2.3.5 The obligations of each Borrower under the Finance Documents shall not be affected by an act, omission, matter or thing which, but for this clause (whether or not known to it or any Finance Party), would reduce, release or prejudice any of its obligations under the Finance Documents including:
- (a) any time, waiver or consent granted to, or composition with, any Obligor or 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 an Obligor or any other person;
 - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a 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.
- 2.3.6 Each Borrower waives any right it may have of first requiring any 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 that Borrower under any Finance Document. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- 2.3.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, each Finance Party (or any trustee or agent on its behalf) may:
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Borrower will be entitled to the benefit of the same; and
 - (b) hold in an interest-bearing suspense account any money received from any Borrower or on account of any Borrower's liability under any Finance Document.
- 2.3.8 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 and unless the Agent otherwise directs (on such terms as it may require), no Borrower shall 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 by another Obligor;
 - (b) to claim any contribution from any other Obligor or any guarantor of any Obligor's obligations under the Finance Documents; and/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 guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

3 Purpose

3.1 Purpose

The Borrowers shall apply all amounts borrowed under the Facility in accordance with this clause 3.

3.2 Use

The Ship Commitment for each Ship shall be made available solely for the purpose of refinancing outstanding amounts owing by the Owners of the Ships under the BG Bullet Facilities.

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 Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) in relation to any Utilisation if on or before the date of this Agreement, 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 this Agreement*) in form and substance satisfactory to the Agent.

4.2 Conditions precedent to Utilisation

The Ship Commitment in respect of a Ship 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 2 of Schedule 3 (*Conditions precedent to Utilisation*) in relation to such Ship in form and substance satisfactory to the Agent.

4.3 Notice to Lenders

The Agent shall notify the Borrowers and the Lenders promptly upon receiving and being satisfied with all of the documents and evidence delivered to it under this clause 4.

4.4 Further conditions precedent

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Utilisation;
- (b) the Repeating Representations and, in relation to the first Utilisation, all of the other representations set out in clause 17 (*Representations*), are true; and
- (c) in relation to the Utilisation of the Ship Commitment for a Ship, the Ship Representations are true so far as they relate to that Ship.

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, provided however that the conditions set out under clauses 2, 6, 7, 8 and 9 of Part 1 and clauses 3, 5, 6, 8 ,9, 12, 16, 17 and 18 of Part 2 of Schedule 3 (*Conditions Precedent*) may only be waived by the Agent acting on the instructions of all the Lenders.

SECTION 3 - UTILISATION

5 Utilisation

5.1 Delivery of a Utilisation Request

The Borrowers may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than 11:00 a.m. five Business Days before the proposed Utilisation Date.

5.2 Completion of a Utilisation Request

5.2.1 A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

- (a) the proposed Utilisation Date, in respect of an Advance, is a Business Day falling not later than the Last Availability Date;
- (b) the currency and amount of the Utilisation comply with clause 5.3 (*Currency and amount*);
- (c) the proposed Interest Period complies with clause 9 (*Interest Periods*); and
- (d) it identifies the purpose for the Utilisation and that purpose complies with clause 3 (*Purpose*) and it identifies the relevant Ship Commitments to which it relates.

5.2.2 Up to five Advances (one in respect of each Ship) may be requested in the Utilisation Request.

5.3 Currency and amount

5.3.1 The currency specified in a Utilisation Request must be dollars and the amount of the proposed Advance must, in relation to a Ship, be the lesser of: (a) the Ship Commitment for that Ship and (b) the Relevant Percentage for that Ship of the Total Commitments or, if less, the undrawn amount of the Available Facility (which amount when aggregated with the outstanding Loan must not exceed the Total Commitments) and PROVIDED THAT the Security Value of the Ships shall always exceed the Minimum Value.

5.3.2 Only one Utilisation may be made in respect of each Ship.

5.4 Lenders' participation

5.4.1 If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Advance available by the Utilisation Date through its Facility Office.

5.4.2 The amount of each Lender's participation in the Advance will be equal to the proportion borne by its Commitment to the Total Commitments immediately prior to making the Advance.

5.4.3 The Agent shall promptly notify each Lender of the amount of the Advance and the amount of its participation in the Advance.

5.4.4 The Agent shall pay all amounts received by it in respect of each Advance (and its own participation in it, if any) to the Borrowers or for the account of any of them in accordance with the instructions contained in the Utilisation Request.

SECTION 4 - REPAYMENT, PREPAYMENT AND CANCELLATION

6 Repayment

6.1 Repayment

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

6.2.1 To the extent not previously reduced or prepaid, the Advance in respect of each Ship shall be repaid by instalments on each Repayment Date in the amounts as specified in the Repayment Schedule for the relevant Advance.

6.2.2 On the Final Repayment Date (without prejudice to any other provision of this Agreement), each Advance 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, in any applicable jurisdiction, it becomes unlawful or otherwise impossible for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loan or it becomes unlawful for any Holding Company 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 Borrowers, the Available Commitment of that Lender will be immediately cancelled and any undrawn Advances shall each be correspondingly reduced rateably; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to clause 39.5 (*Replacement of Lender*), the Borrowers shall repay that Lender's participation in the Loan on the last day of the Interest Period occurring after the Agent has notified the Borrowers or, if earlier, the date specified by that Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lenders' corresponding Commitment shall be cancelled in the amount of the participation repaid.

7.2 Change of Control

7.2.1 If there is a Change of Control, the Agent shall by notice to the Borrowers cancel the Total Commitments, with effect from the date 10 Business Days after such Change of Control occurs, and the Borrowers shall prepay the Loan within 10 Business Days after such Change of Control in full together with all other amounts outstanding under this Agreement and the other Finance Documents.

7.2.2 If GasLog ceases to be listed on an Approved Exchange or, in the case of GLOP, if GLOP ceases to be listed on an Approved Exchange for any reason other than as a result of a decision to de-list taken voluntarily by or on behalf of GLOP, the Agent shall cancel the Total Commitments, with effect from the date 10 Business Days after such de-listing occurs, and the Borrowers shall prepay the Loans within 10 Business Days after such de-listing occurs in full together with all other amounts outstanding under this Agreement and the other Finance Documents.

7.3 Voluntary cancellation

The Borrowers may, if they give the Agent not less than 10 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of \$5,000,000 and a multiple of \$1,000,000) of any part of any Ship Commitment which is undrawn at the proposed date of cancellation. Any cancellation under this clause 7.3 shall reduce the Commitments of the Lenders rateably.

7.4 Voluntary prepayment

7.4.1 Subject to clause 7.4.2, the Borrowers may, if they give the Agent not less than ten Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of an Advance (but if in part, being an amount that reduces the amount of the relevant Advance by a minimum amount of \$5,000,000 and which is a multiple of \$1,000,000) on the last day of an Interest Period in respect of the amount to be prepaid.

7.4.2 Prepayments under clause 7.4.1 above shall, at the election of the Borrowers (subject to no Event of Default having occurred and being continuing) be applied either:

- (a) in whole, to an Advance in respect of any Ship (other than Ship E) including the relevant advance for that Ship under the Junior Facility; or
- (b) in part or in whole, in prepayment of the Junior Loan and the Loan and in such case the prepayment shall be applied across the Junior Loan (on a pro rata basis) in the first instance and then pro rata to the Advances under the Facility.

7.5 Right of replacement or cancellation and prepayment in relation to a single Lender

7.5.1 If:

- (a) any sum payable to any Lender by an Obligor is required to be increased under clause 12.2 (*Tax gross-up*);
- (b) any Lender claims indemnification from the Borrowers under clause 12.3 (*Tax indemnity*) or clause 13.1 (*Increased Costs*); or
- (c) any Lender becomes a Defaulting Lender;

the Borrowers 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 its intention to procure the repayment of that Lender's participation in the Loan or give the Agent notice of its intention to replace that Lender in accordance with clause 7.5.4.

7.5.2 On receipt of a notice referred to in clause 7.5.1 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 7.5.4) the Total Commitments shall each be reduced accordingly. The Agent shall as soon as practicable after receipt of a notice referred to in clause 7.5.1(c) above, notify all the Lenders.

7.5.3 On the last day of each Interest Period which ends after the Borrowers have given notice under clause 7.5.1 above in relation to a Lender (or, if earlier, the date specified by the Borrowers in that notice), the Borrowers shall repay that Lender's participation in the Loan.

7.5.4 The Borrowers may, in the circumstances set out in clause 7.5.1, 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 Borrowers which confirms its willingness to undertake and does undertake all the obligations of the assigning Lender in

accordance with clause 28 (*Changes to the Lenders*) for a purchase price in cash or other cash payment payable at the time of the assignment equal to the aggregate of:

- (a) the outstanding principal amount of such Lender's participation in the Loan;
- (b) all accrued interest owing to such Lender;
- (c) except where the relevant Lender is being replaced because it has become a Defaulting Lender, the Break Costs which would have been payable to such Lender pursuant to clause 10.6 (*Break Costs*) had the Borrowers prepaid in full that Lender's participation in the Loan on the date of the assignment; and
- (d) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.

7.5.5 The replacement of a Lender pursuant to clause 7.5.4 shall be subject to the following conditions:

- (a) the Borrowers shall have no right to replace the Agent;
- (b) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
- (c) in no event shall the Lender replaced under clause 7.5.4 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
- (d) the Lender shall only be obliged to assign its rights pursuant to clause 7.5.4 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.

A Lender shall perform the checks described in clause 7.5.5(d) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.5.4 above and shall notify the Agent and the Borrowers when it is satisfied that it has complied with those checks.

7.6 Sale or Total Loss

7.6.1 If a Ship becomes a Total Loss before its Ship Commitment has become available for borrowing under this Agreement, the Total Commitments shall immediately be reduced by the Ship Commitment for such Ship and such Ship Commitment shall be reduced to zero.

7.6.2 On a Mortgaged Ship's Disposal Repayment Date:

- (a) the Total Commitments will be reduced by the Ship Commitment for such Ship;
- (b) the Borrowers shall prepay the Ship Commitment for such Ship which has become a Total Loss and shall ensure that the Minimum Value is maintained; and
- (c) the Borrowers shall ensure that, immediately following such prepayment, the Security Value is equal to or greater than the Minimum Value.

7.7 Charter termination

Except with approval, if following the date of this Agreement:

7.7.1 a Charter or a Replacement Charter is for any reason and by any method cancelled, terminated or rescinded prior to the expiry of its initial term except where a Replacement Charter to such Charter or a Replacement Charter has been entered into by the date falling 30 days after such cancellation, termination or rescission or such later date as the Lenders may agree if they are satisfied that either a Replacement Charter shall be entered into or that a re-financing of the

Advance for the Ship relating to such Charter will be implemented, in either case within such period; or

- 7.7.2 a competent court or arbitration panel decides that a Charter or Replacement Charter has been validly cancelled, terminated or rescinded prior to the expiry of its initial term except where a Replacement Charter to such Charter has been entered into by the date falling 30 days after such cancellation, termination or rescission,

then the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrowers with effect from the date ten Business Days after the giving of such notice (or such later date as may be approved in advance by the Majority Lenders) (the Relevant Prepayment Date) cancel the Ship Commitment for such Ship and the undrawn Total Commitments shall then be reduced by that corresponding amount.

- 7.7.3 On the Relevant Prepayment Date, the Borrowers shall at the Borrowers' option either

- (a) prepay the then outstanding amount of the Advance in respect of such Ship; or
- (b) provide cash collateral in an amount equal to the then outstanding amount of the Advance in respect of such Ship in accordance with clause 23.13 (*Creation of additional Security*).

7.8 Automatic cancellation

Any part of the Total Commitments which has not become available by the Last Availability Date shall be automatically cancelled at close of business in London on the Last Availability Date.

7.9 Restrictions

- 7.9.1 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.
- 7.9.2 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.
- 7.9.3 The Borrowers may not reborrow any part of the Facility which is repaid or prepaid.
- 7.9.4 The Borrowers 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.
- 7.9.5 No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- 7.9.6 If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrowers or the affected Lender, as appropriate.
- 7.9.7 Any partial amount of the Loan prepaid or cancelled under this Agreement shall be applied in reduction of the repayment under clause 6 (*Repayment*).

SECTION 5 - COSTS OF UTILISATION

8 Interest

8.1 Calculation of interest

The rate of interest on each Advance for each Interest Period for that Advance is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin; and
- (b) LIBOR.

8.2 Payment of interest

The Borrowers shall pay accrued interest on each Advance on the last day of each Interest Period for that Advance (and, if the Interest Period for that Advance is longer than three months, on the dates falling at three monthly intervals after the first day of the Interest Period).

8.3 Default interest

8.3.1 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 8.3.2 below, is 200 basis points higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted the Loan for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing in accordance with this clause 8.3 shall be immediately payable by the Obligor on demand by the Agent.

8.3.2 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 relating to the Loan or the relevant part of it:

- (a) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to the Loan; and
- (b) the rate of interest applying to the overdue amount during that first Interest Period shall be 2 per cent higher than the rate which would have applied if the overdue amount had not become due.

8.3.3 Default interest payable (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

8.4.1 The Agent shall promptly notify the Lenders and the Borrowers of the determination of a rate of interest under this Agreement.

8.4.2 The Agent shall promptly notify the Borrowers of each Funding Rate relating to each Advance.

9 Interest Periods

9.1 Interest Periods

9.1.1 For each Advance of the Loan, the relevant Interest Period will be three months or any other period as agreed between the Borrowers and the Lenders.

9.1.2 The first Interest Period for each Advance of the Loan shall start on the relevant Utilisation Date for that Advance and each subsequent Interest Period for each Advance of the Loan shall start on the last day of its preceding Interest Period.

9.1.3 No Interest Period shall extend beyond the Final Repayment Date.

9.2 Consolidation

The first and subsequent Interest Period for each Advance (other than the first Advance to be drawn) will end on the same day as the current Interest Period for any other Advance. On the last day of those Interest Periods, those Advances will be consolidated and treated as one Advance.

9.3 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,

LIBOR shall be the Reference Bank Rate as of noon on the relevant Quotation Day and for a period equal in length to the relevant Interest Period.

10.2 Calculation of Reference Bank Rate

(a) Subject to paragraph (b) below, if LIBOR for an Interest Period is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by noon on the relevant Quotation Day, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.

(b) If at or about noon on the relevant Quotation Day none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for that Interest Period and clause 10.4 (*Cost of funds*) shall apply to that Advance for that Interest Period.

10.3 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 participations in the Loan exceed 50 per cent. of the Total Commitments) that the cost to it of funding its participation in the relevant Advance from whatever source it may reasonably select would be in excess of LIBOR then clause 10.4 (*Cost of funds*) shall apply to the relevant Advance for the relevant Interest Period.

10.4 Cost of funds

- (a) If this clause 10.4 applies, the rate of interest on each Lender's share of the relevant Advance for the Interest Period shall be the percentage rate per annum which is the sum of:
- (i) the Margin; and
 - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event within ten Business Days of the first day of that Interest Period (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 relevant Advance from whatever source it may reasonably select.
- (b) If this clause 10.4 applies and the Agent or the Borrowers so require, the Agent and the Borrowers 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.
- (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrowers, be binding on all Parties.
- (d) If this clause 10.4 applies pursuant to clause 10.3 (*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 relevant Advance for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR.
- (e) If this clause 10.4 applies pursuant to clause 10.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

10.5 Notification to Borrowers

If clause 10.4 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Borrowers.

10.6 Break Costs

- 10.6.1 The Borrowers shall, within three 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 relevant part of it or Unpaid Sum being paid by the Borrowers on a day other than the last day of an Interest Period for the Loan or relevant part of it or Unpaid Sum.
- 10.6.2 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 commission

- 11.1.1 Without prejudice to any other commitment fee arrangements previously agreed between the Borrowers and the Bookrunner or, as the case may be, the Bookrunner and the other Arrangers, the Borrowers shall pay to the Agent (for the account of each Lender) a fee in dollars on that

Lender's Available Commitment computed at the rate per annum of 35 per cent of the Margin and calculated from the date of this Agreement (the "**start date**").

11.1.2 The Borrowers shall pay the accrued commitment commission on the Last Availability Date and, if cancelled in full, on the cancelled amount of the relevant Lender's Available Commitment at the time the cancellation is effective.

11.2 **Other fees**

The Borrowers shall pay to the Agent (for its own account or for distribution to the appropriate Finance Parties, as applicable) the non-refundable fees in the amount and at the times agreed in any Fee Letter.

SECTION 6 - ADDITIONAL PAYMENT OBLIGATIONS

12 Tax gross-up and indemnities

12.1 Definitions

12.1.1 In this Agreement:

Protected Party means a Finance Party or, in relation to 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*) or a payment under clause 12.3 (*Tax indemnity*).

12.1.2 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

12.2.1 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.

12.2.2 The Borrowers 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 Borrowers and that Obligor.

12.2.3 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.

12.2.4 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.

12.2.5 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

12.3.1 The Borrowers shall (within three 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.

12.3.2 Clause 12.3.1 above shall not apply:

(a) with respect to any Tax assessed on a Finance Party:

- (i) 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
- (ii) 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

(b) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.2 (*Tax gross-up*);

(c) to the extent a loss, liability or cost is compensated for by a payment under clause 12.4 (*Indemnities on after Tax basis*); or

(d) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a party.

12.3.3 A Protected Party making, or intending to make a claim under clause 12.3.1 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 Borrowers.

12.3.4 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

12.4.1 If and to the extent that any sum payable to any Protected Party by the Borrowers 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 Borrowers 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.

12.4.2 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 Borrowers to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrowers 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.

12.4.3 For the purposes of clauses 12.4.1 and 12.4.2 a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

12.5 Tax Credit

If an Obligor makes a Tax Payment or Compensating Sum and the relevant Finance Party determines that:

(a) a Tax Credit is attributable to (A) an increased payment of which that Tax Payment or Compensating Sum forms part, (B) to that Tax Payment or Compensating Sum or (C) to a Tax Deduction in consequence of which that Tax Payment Compensating Sum was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

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 or Compensating Sum not been required to be made by the Obligor.

12.6 **FATCA information**

12.6.1 Subject to clause 12.6.3, each Party shall, within ten Business Days of a reasonable request by another Party:

(a) confirm to that other Party whether it is:

(i) a FATCA Exempt Party; or

(ii) not a FATCA Exempt Party;

(b) 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

(c) 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.

12.6.2 If a Party confirms to another Party pursuant to clause 12.6.1(a) 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.

12.6.3 Clause 12.6.1 shall not oblige any Finance Party to do anything, and clause 12.6.1(c) shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(a) any law or regulation;

(b) any fiduciary duty; or

(c) any duty of confidentiality.

12.6.4 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 clauses 12.6.1(a) or 12.6.1(b) (including, for the avoidance of doubt, where clause 12.6.3 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.

12.7 **FATCA Deduction**

12.7.1 Each Party may make any FATCA Deduction it is required to make by FATCA, 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.

- 12.7.2 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.
- 12.8 **Stamp taxes**
- The Borrowers 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.
- 12.9 **Value added tax**
- 12.9.1 All amounts 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 VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to clause 12.9.2 below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such 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 the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).
- 12.9.2 If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under or in connection with 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):
- (a) (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
 - (b) (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.
- 12.9.3 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 in respect of such VAT from the relevant tax authority.
- 12.9.4 Any reference in clauses 12.9.1 to 12.9.5 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).
- 12.9.5 In relation to any supply made by a Finance Party to any party under or in connection with 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.

13 Increased Costs

13.1 Increased Costs

13.1.1 Subject to clause 13.3 (*Exceptions*), the Borrowers shall, within three 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:

- (a) arises as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in either case made after the date of this Agreement; and/or
- (b) is a Basel III Increased Cost and the relevant Finance Party provides a certificate to the Borrower confirming that it is its policy to actively recover such costs and it is actively recovering such costs to a similar extent from other similar borrowers in relation to similar facilities. Without prejudice to clause 13.2 (*Increased Cost claims*):
 - (i) a written and duly signed statement by a Finance Party to this effect will be sufficient evidence; and
 - (ii) a Finance Party is not required to provide any further evidence or otherwise substantiate its position concerning such costs.

13.1.2 In this Agreement **Increased Costs** means:

- (a) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
- (b) an additional or increased cost; or
- (c) 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 Commitment or funding or performing its obligations under any Finance Document.

13.2 Increased Cost claims

13.2.1 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 Borrowers.

13.2.2 Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs and setting forth the basis of the computation of such amount but not including, any matters which such Lender or its Holding Company regards as confidential or which a Finance Party is not legally allowed to disclose or is price sensitive in relation to listed shares or other instruments issued by a Finance Party or any of its Affiliates. Upon the Agent's receipt of such certificate, the Agent will provide a copy to the Borrowers.

13.3 Exceptions

13.3.1 Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

- (a) attributable to a Tax Deduction required by law to be made by an Obligor;

- (b) 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 12.3.2 applied);
- (c) attributable to a FATCA Deduction required to be made by a Party; or
- (d) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

13.3.2 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

14.1.1 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:

- (a) making or filing a claim or proof against that Obligor; and/or
- (b) 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 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 save in respect of Losses arising out of the relevant Finance Party's own breach of the Finance Documents, wilful misconduct or negligence.

14.1.2 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

The Borrowers shall (or shall procure that another Obligor will), within three Business Days of demand by a Finance Party, indemnify each Finance Party against any Losses incurred by that Finance Party as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any Losses arising as a result of clause 32 (*Sharing among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in the Loan requested by the Borrowers in a 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 wilful misconduct or negligence by that Finance Party) alone; or
- (d) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrowers.

14.3 Indemnity to the Agent and the Security Agent

The Borrowers shall within three Business Days of demand indemnify the Agent and the Security Agent against:

14.3.1 any and all Losses incurred by the Agent or the Security Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is a Default;
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
- (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or
- (d) 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 remedy any breach of any Obligor's obligations under the Finance Documents,

save in respect of Losses arising out of the relevant Finance Party's own breach of the Finance Documents, wilful misconduct or negligence; and

14.3.2 any cost, loss or liability (including, without limitation, for negligence or any other category of liability) incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's own breach of the Finance Documents, gross negligence or wilful misconduct) or, in the case of any cost, loss or liability pursuant to clause 33.9 (*Disruption to payment systems etc.*) notwithstanding the Agent's or the Security Agent's negligence, gross negligence or any other category of liability 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

14.4.1 The Borrowers shall (or shall procure that another Obligor will) within three Business Days of demand indemnify each Indemnified Person against any and all Losses incurred by it in connection with:

- (a) any failure by either Borrower to comply with clause 16 (*Costs and expenses*);
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
- (c) the taking, holding, protection or enforcement of the Security Documents;
- (d) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver by the Finance Documents or by law unless and to the extent that it was caused by its gross negligence or wilful misconduct;
- (e) 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 misconduct of that Indemnified Person); or
- (f) any breach by an Obligor of any of its obligations expressed to be assumed by it in the Finance Documents.

14.4.2 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 the Security Documents for all moneys payable to it.

14.5 Continuation of indemnities

The indemnities by the Borrowers 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 either 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 any Borrower of this Agreement.

14.6 Exclusion of liability

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 misconduct. Any Indemnified Person may rely on this clause 14.6 subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

14.7 Fax and email indemnity

The Borrowers shall indemnify each Finance Party against any Losses together with any VAT thereon which any of the Finance Parties may sustain or incur as a consequence of any fax or email communication purporting to originate from the Borrowers 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 misconduct of the relevant Finance Party or the Agent or the Security Agent).

15 Mitigation by the Lenders

15.1 Mitigation

15.1.1 Each Finance Party shall, in consultation with the Borrowers, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

15.1.2 Clause 15.1.1 does not in any way limit the obligations of any Obligor under the Finance Documents.

15.2 Limitation of liability

15.2.1 The Borrowers shall within three Business Days of demand 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*).

15.2.2 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 Borrowers shall promptly within five 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, subject to clause 22.17 (*Independent report*), insurance

and other consultants and advisers) reasonably incurred by any of them (and by any Receiver) in connection with the negotiation, preparation, printing, execution, syndication, registration and perfection (and distribution of information under) 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 executed to provide additional security under clause 23 (*Minimum security value*); and
 - (c) any Security Interest expressed or intended to be granted by a Finance Document,
- or in connection with:
- (i) any valuation carried out under clause 23 (*Minimum security value*); or
 - (ii) any inspection carried out under clause 21.7 (*Inspection and notice of drydockings*) or any survey carried out under clause 21.16 (*Survey report*).

16.2 **Amendment costs**

If an Obligor requests an amendment, waiver or consent, the Borrowers shall, within five Business Days of demand by the Agent, reimburse the Agent for 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 the Agent and the Security Agent (and by any Receiver) in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 **Enforcement, preservation and other costs**

The Borrowers shall within five Business Days of demand by a Finance Party, pay to each Finance Party 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.

SECTION 7 - REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

17 Representations

Each of the Borrowers 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**

- 17.1.1 Each Obligor and each Manager is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation as a limited liability company or corporation 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.

17.1.2 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 Transaction 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**

17.3.1 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 Transaction Document to which it is or will be a party.

17.3.2 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 Transaction Document to which such Obligor is, or is to be, a party, with effect on and from the date of the relevant Transaction Document.

17.4 **Non-conflict**

The entry into and performance by each Obligor and any Manager of, and the transactions contemplated by the Transaction 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 such Obligor's (or any Manager's) assets, rights or revenues.

17.5 **Validity and admissibility in evidence**

17.5.1 Subject to the Legal Reservations, all authorisations required or desirable:

- (a) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Transaction Document to which it is a party;
- (b) to make each Transaction Document to which it is a party admissible in evidence in its Relevant Jurisdiction; and
- (c) 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.

- 17.5.2 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 reasonably be expected to have a Material Adverse Effect.
- 17.6 **Governing law and enforcement**
- 17.6.1 Subject to any relevant Legal Reservations, the choice of governing law as provided in any Transaction Document will be recognised and enforced in each Obligor's Relevant Jurisdiction.
- 17.6.2 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**
- 17.7.1 Any Information is true and accurate in all material respects at the time it was given or made.
- 17.7.2 There are no facts or circumstances or any other information which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.
- 17.7.3 The Information does not omit anything which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.
- 17.7.4 All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based have been arrived at after due and careful enquiry and consideration and were believed to be reasonable by the person who provided that Information as at the date it was given or made.
- 17.7.5 For the purposes of this clause 17.7, "**Information**" means: any factual information provided by any Obligor to any of the Finance Parties in connection with the Transaction Documents or the transactions referred to in them.
- 17.8 **Original Financial Statements**
- 17.8.1 The Original Financial Statements were prepared in accordance with GAAP consistently applied.
- 17.8.2 The audited Original Financial Statements give a true and fair view of the financial condition as at the end of the relevant financial year and results of operations during the relevant financial year of the relevant Obligors and the Group (consolidated in the case of the Group) during the relevant financial year.
- 17.8.3 There has been no material adverse change in the Borrowers' assets, business or financial condition (or the assets, business or consolidated financial condition of any of the Obligors or the Group) since the date of the latest Financial Statements delivered under this Agreement to the Finance Parties.
- 17.9 **Pari passu ranking**
- Each Obligor's payment obligations under the Finance Documents 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 Agent under clause 4.1 (*Initial conditions precedent*), 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 27.10 (*Insolvency proceedings*) or creditors' process described in clause 27.11 (*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 27.9 (*Insolvency*) applies to an Obligor or a Manager or a Subsidiary of an Obligor or any Transaction Document to which it is, or is to be, party.

17.12 No filing or stamp taxes

Under the laws of each Obligor's Relevant Jurisdictions it is not necessary that any Transaction 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 Transaction Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any legal opinion delivered to the Agent under clause 4.1 (*Initial conditions precedent*) and which will be made or paid promptly after the date of the relevant Finance Document.

17.13 Deduction of Tax

No Obligor is required to make any Tax Deduction as defined in clause 12.1 (*Definitions*) 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 Transaction Document.

17.14 No Default

17.14.1 No Default is continuing or is reasonably likely to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document and no breach has occurred by the Borrowers of any Charter Documents (save to the extent that any such breach has been remedied).

17.14.2 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 Manager's assets are subject which 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 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

17.16.1 No Obligor or Manager or Subsidiary of an Obligor or a Manager has breached any law or regulation which breach might reasonably be expected to have a Material Adverse Effect.

- 17.16.2 No labour dispute is current or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), threatened against any Obligor or any Subsidiary of an Obligor which might reasonably be expected to have a Material Adverse Effect.
- 17.17 **Environmental matters**
- 17.17.1 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.
- 17.17.2 All consents, licences and approvals required under such Environmental Laws have been obtained and are currently in force.
- 17.17.3 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 **Taxation**
- 17.18.1 No Obligor or 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.
- 17.18.2 No claims or investigations are being made or conducted against any Obligor or any Subsidiary of an Obligor with respect to Taxes such that a liability of, or claim against, any Obligor 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.
- 17.18.3 Except as advised to the Agent prior to the date of this Agreement, each Obligor 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 the United States Foreign Corrupt Practices Act of 1977 and the Bribery Act 2010 and GasLog and GLOP, on behalf of each Group Member, has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.
- 17.20 **Security and Financial Indebtedness**
- 17.20.1 No Security Interest exists over all or any of the present or future assets of the Borrowers in breach of this Agreement, other than the Permitted Security Interests.
- 17.20.2 Neither Borrower has any other Financial Indebtedness outstanding in breach of this Agreement.
- 17.21 **Legal and beneficial ownership**
- Each of the Borrowers, GasLog Carriers and, as applicable, GLOP or GPLH is, or will be, when granted, the sole legal and beneficial owner of the respective assets over which it purports to grant a Security Interest under the Security Documents.
- 17.22 **Shares**
- The shares of each Borrower are fully paid and, other than any option which may be given to GLOP in connection with a Drop Down, not subject to any option to purchase or similar rights. The Constitutional Documents of each 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 each Borrower (including any option or right of pre-emption or conversion).

17.23 Accounting Reference Date

The accounting reference date of each Obligor is the Accounting Reference Date.

17.24 No adverse consequences

17.24.1 It is not necessary under the laws of the Relevant Jurisdictions of any Obligor:

- (a) in order to enable any Finance Party to enforce its rights under any Finance Document; or
- (b) by reason of the execution of any Finance Document or the performance by any Obligor of its obligations under any Finance Document,

that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in any of such Relevant Jurisdictions.

17.24.2 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 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

No Owner nor (so far as the Borrowers are aware) any other person is in breach of any Charter Document to which it is a party nor has anything 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

Each Ship will on the first day of the relevant Mortgage Period be:

- (a) registered provisionally in the name of the relevant Owner through the relevant Registry as a Bermudian registered ship under the laws and flag of the relevant Flag State;
- (b) operationally seaworthy and in every way fit for service;
- (c) classed with the relevant Classification free of all requirements and recommendations of the relevant Classification Society; and
- (d) insured in the manner required by the Finance Documents.

17.29 **Ship's employment**

Each Ship shall on the first day of the relevant Mortgage Period, or such other time approved by the Lenders:

- (a) have been delivered, and accepted for service, under the relevant Charter; and
- (b) be free of any charter commitment other than the relevant Charter.

17.30 **Address commission**

Save for any brokerage fees payable to Poten & Partners, there are no rebates, commissions or other payments in connection with any Charter or any Replacement Charter other than those referred to in it.

17.31 **Sanctions**

17.31.1 No Ship is a vessel with which any individual, entity or any other person is prohibited or restricted from dealing with under any Sanctions.

17.31.2 No Obligor nor any other Group Member, nor any of their respective directors or officers:

- (a) is a Prohibited Person;
- (b) 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;
- (c) is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person;
- (d) owns or controls a Prohibited Person;
- (e) is in breach of Sanctions; or
- (f) 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.

17.32 **No money laundering**

In relation to the borrowing by the Borrowers of the Loan, the performance and discharge of their obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement, each of the Borrowers is acting for its own account and 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 by any relevant regulatory authority or otherwise to combat **money laundering** (as defined in Article 1 of the Directive (2005/60/EC) of the European Parliament and of the Council).

17.33 **Times when representations are made**

17.33.1 All of the representations and warranties set out in this clause 17 (other than Ship Representations) are deemed to be repeated on the dates of:

- (a) this Agreement;
- (b) the first Utilisation Request; and
- (c) the first Utilisation.

- 17.33.2 The Repeating Representations are deemed to be repeated on the dates of each subsequent Utilisation Request, the date of each Utilisation and on the first day of each Interest Period.
- 17.33.3 All of the Ship Representations are deemed to be made and repeated on the first day of the Mortgage Period for the relevant Ship.
- 17.33.4 Each representation or warranty deemed to be made 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 and, in relation to clause 17.7(*Information*), any update to or correction of the Information made prior to the date the representation or warranty is deemed to be made. For the avoidance of any doubt, no such update to or correction of any Information shall affect any representation or warranty which is deemed to be made prior to the date on which the update to or correction of the Information is notified to the Agent.

18 Information undertakings

Each Borrower undertakes that this clause 18 will remain in force during the Facility Period.

In this clause 18:

“Annual Financial Statements” means the financial statements for a financial year of the Group, the Borrowers and the Guarantors delivered pursuant to clause 18.1.1.

“Half-Yearly Financial Statements” means the financial statements for a financial half year to 30 June of the relevant year of the Group, the Borrowers and the Guarantors delivered pursuant to clause 18.1.2.

18.1 Financial statements

- 18.1.1 The Borrowers 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 150 days after the end of the relevant financial year:

- (a) the unaudited financial statements of each Borrower and each Guarantor (other than Gaslog and GLOP) for that financial year; and
- (b) the audited consolidated and unconsolidated financial statements of Gaslog and GLOP for that financial year.

- 18.1.2 Each 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 90 days after the end of the first half year of the relevant financial year the unaudited financial statements (consolidated if appropriate) of the Guarantors for that financial half year. The Borrower shall also supply to the Agent a budget and cashflow projection for the Borrowers and the Guarantors for each period of 12 months prior to each financial year.

18.2 Requirements as to financial statements

- 18.2.1 The Borrowers shall procure that each set of Annual Financial Statements and Half-Yearly Financial Statements includes a profit and loss account, a balance sheet and a cashflow statement and projection and that the applicable Annual Financial Statements shall be audited by the Auditors.
- 18.2.2 Each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) shall:
- (a) be prepared in accordance with GAAP;

- (b) give a true and fair view of (in the case of 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

- (c) in the case of annual audited financial statements, not be the subject of any qualification in the Auditors' opinion.

18.2.3 The Borrowers shall procure that each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) shall be prepared using GAAP, 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 Borrowers notify the Agent that there has been a change in GAAP or the accounting practices and the Auditors deliver to the Agent:

- (a) 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
- (b) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether clause 5 of the GasLog Guarantee (*Financial covenants*) and clause 5 of the GLOP Guarantee (*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.

18.3 Year-end

18.3.1 The Borrowers shall procure that each financial year-end for each Obligor falls on the Accounting Reference Date.

18.3.2 The Borrowers shall procure that each accounting period ends on an accounting date.

18.4 Information: miscellaneous

The Borrowers shall supply to the Agent:

- (a) at the same time as they are dispatched, copies of all material documents dispatched by any Obligor to its creditors or shareholders generally (or any class of them);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative 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, such information as the Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;
- (d) promptly on request, such further information regarding the financial condition, commitments, assets and operations of the Obligors as any Finance Party through the Agent may reasonably request; and
- (e) promptly, any requests made by the relevant Charterer under clause 19 (*subletting, assignment, novation*) of the relevant Charter or, in the case of Ship E, Charter Master Agreement,

provided that, in the case of (a) to (d) above, the supply of such information would not result in the breach of any confidentiality undertakings granted by the Obligor or Managers to third parties from time to time.

18.5 **Notification of Default**

The Borrowers shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon the Borrowers (or any of them) becoming aware of its occurrence (unless it is aware that a notification has already been provided by another Obligor).

18.6 **Sufficient copies**

The Borrowers, if so requested by the Agent, shall supply sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders.

18.7 **“Know your customer” checks**

18.7.1 If:

- (a) 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;
- (b) any change in the status of an Obligor or the composition of the shareholders of an Obligor after the date of this Agreement; or
- (c) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (c) above, any prospective new Lender) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall as soon as reasonably practicable after 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, in the case of the event described in paragraph (c) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (c) 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.

- 18.7.2 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.

18.8 **Use of websites**

- 18.8.1 The Borrowers 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 Borrowers and the Agent (the **Designated Website**) if:

- (a) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;
- (b) both the Borrowers and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and

- (c) the information is in a format previously agreed between the Borrowers 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 Borrowers accordingly and the Borrowers shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Borrowers shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

18.8.2 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 Borrowers and the Agent.

18.8.3 The Borrowers shall promptly upon any of them becoming aware of its occurrence notify the Agent if:

- (a) the Designated Website cannot be accessed due to technical failure;
- (b) the password specifications for the Designated Website change;
- (c) any new information which is required to be provided under this Agreement is posted onto the Designated Website;
- (d) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or
- (e) 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 Borrowers notify the Agent under paragraphs (a) to (e) above, all information to be provided by the Borrowers 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.

18.8.4 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 Borrowers shall comply with any such request within ten Business Days.

19 General undertakings

Each Borrower undertakes or, as the case may be, shall procure 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

Subject to the Legal Reservations, 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 Transaction Documents;
- (ii) ensure the legality, validity, enforceability or admissibility in evidence of any Transaction 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 and Sanctions) to which it may be subject.

19.4 **Anti-corruption and anti-terrorism law**

19.4.1 No Obligor or other Group Member will directly or indirectly use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010 or the United States Foreign Corrupt Practices Act of 1977.

19.4.2 The Borrowers shall procure that GasLog and GLOP (and GasLog or GLOP (as applicable) shall ensure that each other Group Member will):

- (a) conduct its businesses in compliance with the Bribery Act 2010 and the United States Foreign Corrupt Practices Act of 1977; and
- (b) maintain policies and procedures designed to promote and achieve compliance with such laws.

19.4.3 No Obligor shall engage in the Financing of Terrorism. For the purposes of this clause, 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.

19.5 **Taxation**

19.5.1 Each Obligor 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:

- (a) such payment is being contested in good faith;
- (b) 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
- (c) such payment can be lawfully withheld.

19.5.2 Unless otherwise approved, 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.

19.6 **Change of business or ownership**

19.6.1 Except as approved by the Majority Lenders, no material change will be made to the nature of the business of the Obligors from that carried on at the date of this Agreement, save that any activities involving or undertaken whatsoever within the LNG 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.

19.6.2 Except as approved by the Majority Lenders, no change which might reasonably be expected to have a Material Adverse Effect will be made to the corporate structure of the Obligors from that

as at the date of this Agreement, provided always that such approval shall not be unreasonably withheld as long as GasLog and GLOP remain the Holding Companies of the relevant Obligor. For the avoidance of doubt, the parties agree that a Drop Down or a Reverse Drop Down as referred to in clauses 19.6.3, 19.6.4 and/or 19.6.5 or a transfer of the ownership of GasLog Carriers from GasLog to a Subsidiary of GLOP as referred to in clause 19.6.6 will not constitute a change in corporate structure within the meaning of this clause 19.6.2.

19.6.3 The Borrowers shall be permitted to proceed with a Drop Down subject to the following conditions:

- (a) in respect of GLOP and GPLH 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*));
- (b) replacement Share Security from GPLH (as applicable) in respect of the shares in the relevant Borrower or Borrowers subject to the Drop Down; and
- (c) any legal opinions reasonably required by the Agent in respect of the documents necessary to effect the 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 (*mutatis mutandis*) in respect of any Advance or are otherwise satisfactory to the Agent, acting on the instructions of the Majority Lenders, in each case acting reasonably.

19.6.4 Upon the occurrence of Drop Down 2 once all conditions referred to in clause 19.6.3 have been fulfilled to the satisfaction of the Agent, the Lenders agree that GasLog Carriers will be released from their obligations under (i) the GasLog Carriers Guarantee, (ii) any Account Security granted by GasLog Carriers (if relevant), (iii) the Share Security granted by GasLog Carriers and (iv) any further documentation entered into by GasLog Carriers in respect of obligations under the Finance Documents.

19.6.5 The Borrowers shall be permitted to proceed with a Reverse Drop Down subject to the following conditions:

- (a) in respect of GLOP and GPLH 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*));
- (b) replacement Share Security from Gaslog Carriers or GasLog (whichever is the relevant Holding Company of the relevant Borrower as a result of the Reverse Drop Down) in respect of the shares in the relevant Borrower or Borrowers subject to the Reverse Drop Down;
- (c) (if the Agent considers it necessary) a new GasLog Carriers Guarantee is granted by GasLog Carriers with recourse limited to the Advance or Advances in respect of the relevant Borrower or Borrowers subject to the Reverse Drop Down and (if applicable) a new Account Security is granted by GasLog Carriers; and
- (d) 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 (*mutatis mutandis*) in respect of any Advance or are otherwise satisfactory to the Agent, acting on the instructions of the Majority Lenders, in each case acting reasonably.

- 19.6.6 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 Borrowers provide to the Agent:
- (a) 30 days prior written notice of such transfer;
 - (b) 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
 - (c) 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 provided that no Default shall occur as a result of the transfer.
- 19.7 **Merger**
- Unless otherwise approved by the Majority Lenders (such consent not to be unreasonably withheld or delayed), no Obligor will enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction (other than an amalgamation, merger, consolidation or corporate reconstruction of a Guarantor where such Guarantor is the surviving entity of the same provided that in the reasonable opinion of the Agent (having reviewed all relevant information in relation to the amalgamation, demerger, merger, consolidation or corporate reconstruction received from Gaslog), no Default or Material Adverse Effect shall occur as a result of the amalgamation, demerger, merger, consolidation or corporate reconstruction in relation to such Guarantor). For the avoidance of doubt, the parties agree that a Drop Down as referred to in clause 19.6.3 will not constitute an amalgamation, demerger, merger, consolidation or corporate reconstruction within the meaning of this clause 19.7.
- 19.8 **Further assurance**
- 19.8.1 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent or, as the case may be, the Majority Lenders may reasonably specify (and in such form as the Agent may reasonably require) in favour of the Security Agent or its nominee(s)) as provided under each Finance Document, as applicable:
- (a) subject to the Legal Reservations, 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, excluding registration of the Guarantees with the respective Companies Registry) 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 the Finance Parties provided by or pursuant to the Finance Documents or by law;
 - (b) to confer on the Security Agent or on the Finance Parties 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; and/or
 - (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents.
- 19.8.2 Each Obligor shall take all such action as is available to it (including making all filings and registrations, excluding registration of the Guarantees with the respective Companies Registry) 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 or the Finance Parties by or pursuant to the relevant Finance Documents.

19.9 Negative pledge in respect of Charged Property

Except as approved by the Lenders and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

19.10 Environmental matters

19.10.1 Without prejudice to clause 18.4(b) (*Information: miscellaneous*), the Agent will be notified as soon as reasonably practicable of any Environmental Claim being made against 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.

19.10.2 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 its obligations under the Finance Documents shall, without prejudice to the security 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 Financial Indebtedness with the exception of any obligations which are mandatorily preferred by law and not by contract.

19.12 Sanctions

19.12.1 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.

19.12.2 The Obligors will procure that none of the Obligors nor any of the Group Members will:

(a) be a Prohibited Person;

(b) to the extent restricted by any Sanctions Authority:

- (i) use any revenue directly derived from any activity or dealing with a Prohibited Person in discharging any obligations due or owing to the Finance Parties; or
- (ii) credit any proceeds received directly from any activity or dealing with a Prohibited Person to any bank account held with any Finance Party in its name;
- (iii) 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;
- (iv) be owned or controlled directly or indirectly by, or act directly or indirectly on behalf of or for the benefit of, a Prohibited Person;
- (v) own or control, directly or indirectly, a Prohibited Person;
- (vi) be in breach of Sanctions.

19.12.3 The Borrowers will prevent any Mortgaged 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);
- (ii) in any trade which could expose the relevant Ship, any Finance Party or any manager of the Ships 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.

19.12.4 Without prejudice to the rights of the Finance Parties under any other provisions of this Agreement and the other Finance Documents, if an Owner 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 applicable law, it shall terminate, as soon as possible and in any case within thirty (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 Borrowers will also inform the Finance Parties immediately upon becoming so aware.

19.12.5 Each Owner will provide the Finance Parties upon their written request with all relevant documentation related to its Mortgaged 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.

20 Dealings with Ship

Each Borrower undertakes that this clause 20 will be complied with in relation to each Ship throughout the relevant Ship's Mortgage Period.

20.1 Ship's name and registration

- (a) The Ship's name shall only be changed after prior notice to the Agent.
- (b) The Ship shall be permanently registered with the relevant Registry under the laws of its Flag State. Except with prior written approval (not to be unreasonably withheld or delayed), 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, in the opinion of the Lenders, equivalent to those in place prior to such registration) in favour of the Security Agent 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 Notification of certain events

The relevant Owner shall notify the Agent immediately if a material dispute arises under its Charter Documents.

20.3 Sale or other disposal of Ship

20.3.1 Except (i) with approval of the Majority Lenders such approval not to be unreasonably withheld, or, (ii) if no Default is then continuing, for a sale to a buyer who is not an Affiliate of the Borrowers for a cash price payable on completion of the sale which is no less than the amount by which the Loan must be reduced under clause 7.6 (Sale or Total Loss) on completion of the sale, the relevant Owner will not sell, or agree to, transfer, abandon or otherwise dispose of the Ship or any share or interest in it.

20.3.2 If the Owner agrees to sell or transfer its Ship and the relevant Owner and the other Borrowers are in compliance with clause 20.3.1 and no Default has occurred which is continuing at the time, the Lenders will approve such sale or transfer and the Lenders will procure that upon the relevant prepayment and the discharge of the other obligations of the Borrowers under this clause 20.3.2 and clause 7.6 (Sale or Total Loss), the Mortgage over that Ship will be discharged and the Deed of Covenant, any Charter Assignment, the Share Security, the Account Security and any Manager's Undertaking relating to that Ship will be released, and the relevant Owner will be released as Borrower under this Agreement, in each case pursuant to deeds of release (each in an approved form) to be executed by the relevant Finance Parties and the remaining Obligor at the cost and expense of the Borrowers.

20.4 Manager

A commercial or technical manager of the Ship other than the Commercial Manager or Technical Manager shall not be appointed unless that manager and the terms of its appointment are approved by the Majority Lenders (such approval not to be unreasonably withheld) and it has, if required by the Agent, delivered a duly executed Manager's Undertaking to the Security Agent. Once approved, no material variations may be agreed to the terms of appointment of the manager without approval of the Majority Lenders (and, for the avoidance of doubt, any assignment or novation of the terms of appointment without approval shall constitute a material variation).

20.5 Copy of Mortgage on board

A properly certified copy of the Ship's Mortgage shall be kept on board the Ships with its papers and shown to anyone having business with that Ship which might create or imply any commitment or Security Interest over or in respect of that Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

20.6 Notice of Mortgage

A framed printed notice of the relevant 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.

20.7 **Conveyance on default**

Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Agent's request, immediately execute such form of transfer of title to the Ship as the Agent may require.

20.8 **Chartering**

Except with approval, the relevant Owner shall not enter into any charter commitment for the Ship (except for the Ship's Charter or Replacement Charter), which is:

- (a) a bareboat or demise charter or passes possession and operational control of the Ship to another person;
- (b) capable of lasting more than 24 calendar months (excluding any optional additional period not exceeding 30 days);
- (c) 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
- (d) to an Affiliate.

20.9 **Lay up**

Except with approval, the Ship shall not be laid up or deactivated.

20.10 **Sharing of Earnings**

Except with approval, the relevant Owner shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else.

20.11 **Payment of Earnings**

The relevant Owner's Earnings from the Ship shall be paid in the way required by the Ship's Deed of Covenant and the Ship's Charter Assignment. If any Earnings are held by brokers or other agents, they shall be paid to the Security Agent, if it requires this after the Earnings have become payable to it under the Ship's Deed of Covenant and the Ship's Charter Assignment.

21 Condition and operation of Ship

Each Borrower undertakes that this clause 21 will be complied with in relation to each Ship throughout the relevant Ship's Mortgage Period.

21.1 **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.

21.2 Modification

Except with approval of the Agent acting on the instructions of the Majority Lenders, 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.

21.3 Removal of parts

Except with approval of the Agent acting on the instructions of the Majority Lenders, 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 relevant Owner free of any Security Interest except under the Security Documents).

21.4 Third party owned equipment

Except with approval of the Agent acting on the instructions of the Majority Lenders, equipment owned by a third party shall not be installed on the Ship, unless it can be removed without risk of causing damage to the structure or fabric of the Ship or without incurring significant expense.

21.5 Maintenance of class; compliance with laws

The Ship's class shall be the relevant Classification with the relevant Classification Society and neither its Classification nor its Classification Society shall be changed without approval of the Majority Lenders (such approval not to be unreasonably withheld or delayed) and there must be no material overdue recommendations. The Ship and every person who owns, operates or manages the Ship shall comply with all laws applicable to vessels registered in its Flag State or which for any other reason (including any and all applicable sanctions regimes) apply to the Ship or to its condition or operation.

21.6 Surveys

The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain its Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

21.7 Inspection and notice of drydockings

The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship at all reasonable times, subject to prior notice to relevant Owner and without hindering the Ship's operations or its employment, 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 relevant Owner shall bear and reimburse to the Agent, where incurred by the Agent, all costs and expenses of one such inspection per calendar year, unless an Event of Default has occurred and is continuing, in which case the costs and expenses of any such inspection shall be for the account of the relevant Owner.

21.8 Prevention of arrest

All debts, damages, liabilities and outgoings (due and payable and not contested by relevant Owner 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.

21.9 Release from arrest

The relevant Owner shall use its reasonable endeavours that the Ship, its Earnings and Insurances shall promptly within 30 days (or such longer period as may be approved by the

Lenders) be released from any arrest, detention, attachment or levy, and that any legal process against the Ship shall be promptly within 30 days (or such longer period as may be approved by the Lenders) discharged, by whatever action is required to achieve that release or discharge.

21.10 Information about 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 entered into by or on behalf of any Obligor or any Manager, provided that any information so requested and supplied which pertains to the relevant Charter or the relevant Replacement Charter shall be held by the Agent and the other Finance Parties on a confidential basis.

21.11 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 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;
- (f) any arrest 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; and
- (g) any withdrawal of any applicable operating certificate.

21.12 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 held with the Account Bank. Proper accounting records shall be kept of the Ship and its Earnings.

21.13 Evidence of payments

The Agent shall be allowed proper and reasonable access, subject to prior written notice and provided that the operations of the relevant Owner are 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.

21.14 **Repairers' liens**

Except with approval of 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 relevant Owner has established to the reasonable satisfaction of the Agent that it has sufficient reserves with the Account Bank to pay for the cost of such work.

21.15 **Codes**

The Ship shall be operated in accordance with, and the persons responsible for its operation shall at all times comply with, the requirements of any applicable code or prescribed procedures required to be observed by the Ship or in relation to its operation under any applicable law or regulation (including but not limited to those currently known as the ISM Code and the ISPS Code). The Agent shall promptly be informed of:

- (a) any threatened or actual withdrawal of any certificate issued in accordance with any such code which is or may be applicable to the Ship or its operation; and
- (b) the issue of any such certificate or the receipt of notification that any application for such a certificate has been refused.

21.16 **Survey report**

As soon as reasonably practicable after the Agent requests it, the Agent shall be given a report on the seaworthiness and/or safe operation of the Ship, from approved surveyors or inspectors. 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, provided that unless an Event of Default has occurred and is continuing the Borrowers shall only be liable for the cost of one survey report per Ship in any calendar year.

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 may enter or remain in any zone which has been declared a war zone by any government entity or the Ship's war risk insurers, subject to any requirements of the Ship's insurers necessary to ensure that the Ship remains properly insured and complies with any requirements (including any requirement for the payment of extra insurance premiums) which the insurers specify and provided that the Borrowers have delivered to the Agent written evidence satisfactory to it that any requirements of that Ship's insurers necessary to ensure that

such 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

Each Borrower undertakes that this clause 22 shall be complied with in relation to each Ship and its Insurances throughout the Mortgage Period.

22.1 Insurance terms

In this clause 22:

“excess risks” means the proportion (if any) of claims for general average, 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 only 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).

“minimum hull cover” means, in relation to a Ship, an amount equal at the relevant time to 120 per cent. of the aggregate outstanding principal amount of the Ship Commitments for that Ship under the Loan and the Junior Loan.

“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 shall at all times be insured:

- (a) against fire and usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism risks) on an agreed value basis, for at least its minimum hull cover and no less than its market value and provided that (i) the hull and machinery policy shall be for no less than 80 per cent of the agreed value; and (ii) the balance of the agreed value may be covered by increased value insurance of which up to $33\frac{2}{3}$ per cent may be represented by a hull interest and freight interest policy;
- (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) and a freight, demurrage and defence cover;
- (c) against such other risks and matters which the Agent (acting on the instructions of the Majority Lenders) notifies it that it considers reasonable for a prudent shipowner or operator to insure against at the time of that notice; 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 Ship's Owner and (in the case of the Ship's hull cover) no other person (other than the Security Agent if required by it) (unless such other person is approved (as at the date of this Agreement, the Managers are so approved) and, if so required by the Agent or, as the case may be, the Majority Lenders, has duly executed and delivered a first priority assignment of its interest in the Ship's Insurances to the Security Agent in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires);
- (b) if the Agent or, as the case may be, the Majority Lenders so requests, in the joint names of the Ship's Owner and Security Agent (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Security Agent for premiums or calls);
- (c) in dollars or another approved currency;
- (d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations; and
- (e) on approved terms and with approved insurers or associations.

22.4 **Deductibles**

The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed \$1,000,000 without the Agent's approval.

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 and the other Ships on approved terms, or in considering or making claims under a mortgagee's interest insurance and a mortgagee's additional perils (Pollution) cover for the benefit of the Finance Parties for an amount of 120 per cent of the Loan; and
- (b) any other insurance cover which the Agent reasonably requires in respect of any Finance Party's interests and potential liabilities (but not with respect to loss of hire of the Ship) (whether as mortgagee of the Ship or beneficiary of the Security Documents).

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 (other than the other Borrowers' Ships); or
- (b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrowers shall ensure that hull cover for the Ship and any other 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 Borrowers 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 told 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 Ship's Insurances are proposed to be renewed.

22.9 Instructions for renewal

At least seven 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 to the Agent at least seven 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 by the Borrowers 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 as assignee 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 its Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent if it is itself an assured).

22.15 Insurance correspondence

If so required by the Agent or, as the case may be, 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 asks the Borrowers for a detailed report from an independent firm of marine insurance brokers approved by the Agent giving their opinion on the adequacy of the Ship's Insurances then the Agent shall be provided promptly with such a report at no cost to the Agent or (if the Agent obtains such a report itself) the Borrowers shall reimburse the Agent for the cost of obtaining that report, Provided that unless an Event of Default has occurred and is continuing (or a material change has occurred in relation to the Insurances) the Borrowers shall only be liable for the cost of one insurance report in any calendar year.

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.

22.22 Settlement of claims

Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

23 Minimum security value

Each 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 any Ship or any other asset over which additional security is provided under this clause 23 will be its value as most recently determined in accordance with this clause 23.

23.2 Valuation frequency

Valuations of each Ship and each such other asset shall be addressed to the Agent (and for the benefit of the other Finance Parties) and in accordance with this clause 23 shall be obtained on or prior to making available the Advance for that Ship, and shall be dated within 30 days of such date and thereafter on a semi-annual basis (on 30 June and 31 December each year) and at any other time required by the Agent in each case being dated within 30 days of the date on which it is required to be provided.

23.3 Expenses of valuation

The Borrowers shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing:

- (a) one set of valuations of each Ship per half-year (which shall not include the costs and expenses of providing any valuations required under clause 4 (*Conditions of Utilisation*) which shall also be for the account of the Borrowers); and
- (b) in addition to those referred to in (a) above, any sets of valuations carried out at any time when an Event of Default has occurred and is continuing.

23.4 Valuations procedure

The value of each Ship shall be determined in accordance with, and by valuers approved and appointed in accordance with, this clause 23. Additional security provided under this clause 23 shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved or as may be agreed in writing by the Borrowers and the Agent (on the instructions of the Majority 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

Each valuation will be addressed to the Agent in its capacity as such 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 burden of any charter commitment.

23.7 Information required for valuation

The Borrowers 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 Approval of valuers

All valuers must be Approved Valuers.

23.9 Appointment of valuers

When a valuation is required for the purposes of this clause 23, the Agent and the Borrowers shall promptly appoint Approved Valuers to provide such a valuation. If the Borrowers are approved by the Lenders to appoint Approved Valuers but fail to do so promptly, the Agent may appoint Approved Valuers to provide that valuation.

23.10 Number of valuers

Each valuation shall be carried out by two Approved Valuers of whom one shall be nominated by the Agent and the other by the Borrowers. If the Borrowers fail promptly to nominate a second Approved Valuers then the Agent may nominate the second Approved Valuers.

23.11 Differences in valuations

If valuations provided by Approved Valuers differ, the value of the Ship for the purposes of the Finance Documents will be the mean average of those valuations. If the higher of the two valuations obtained pursuant to clause 23.10 (*Number of valuers*) is more than 115 per cent of the lower of the two valuations then a third valuation shall be obtained from an Approved Valuer selected by the Borrowers and the value of the Ship for the purposes of the Finance Documents will be the mean average of those three valuations.

23.12 Security shortfall

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 Borrowers require such deficiency be remedied. The Borrowers shall then within 14 days of receipt of such notice ensure that the Security Value equals or exceeds the Minimum Value. For this purpose, the Borrowers may:

- (a) provide additional security over other approved assets in accordance with this clause 23; and/or
- (b) cancel part of the Total Commitments under clause 7.3 (*Voluntary cancellation*); and/or
- (c) prepay part of the Loan under clause 7.4 (*Voluntary prepayment*) but on five Business Days' notice instead of the period required by such clause.

Any cancellation of part of the Available Facility pursuant to this clause 23.12 shall reduce the Total Commitments by the same amount and shall reduce the Commitments pro rata.

23.13 Creation of additional security

The value of any additional security which the Borrowers offer 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, its value and the method of its valuation have been approved;
- (b) a Security Interest over that security has been constituted in favour of the Security Agent in a form and manner approved by the Lenders;
- (c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and
- (d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that additional security and its execution and (if applicable) registration.

23.14 **Additional security 12 months prior to Charter's or Replacement Charter's expiry**

23.14.1 In respect of each Ship, on the earlier to occur of:

- (a) the date falling 12 months prior to the expiry of that Ship's Charter or Replacement Charter (the **12 Month Expiry Date**) (if by such 12 Month Expiry Date, it has not been agreed to the satisfaction of the Agent that such Charter or Replacement Charter will be replaced by a Replacement Charter prior to its expiry date); and
- (b) the date on which any option pursuant to such Charter or Replacement Charter to extend the term of that Ship's Charter or Replacement Charter by a specific date has not been exercised,

the relevant Borrower shall immediately notify the Agent in writing (the **Charter Expiry Notice**). Such Charter Expiry Notice shall confirm: (i) the relevant Charter or Replacement Charter's expiry date and (ii) if relevant, that the extension option for that Charter or Replacement Charter has not been exercised.

23.14.2 In respect of each Ship, if a Charter Expiry Notice for that Ship is required to be served on the Agent pursuant to clause 23.14.2, on a monthly basis starting from the 12 Month Expiry Date and throughout the 12 months following such 12 Month Expiry Date, the Borrower shall (unless a Replacement Charter has been entered into on or before the expiry of such period), on the last Business Day of each month in such 12 month period, transfer 90% of any money paid to it under the Charter which is not required on account of the operating costs of the Ship or to meet a pro-rata proportion of principal and interest under this Agreement, in either case, during such period into the relevant Blocked Deposit Account (up to a maximum aggregate amount of \$***** per Ship), which amount shall be held in the relevant Blocked Deposit Account in accordance with clause 25.2.2 (*Blocked Deposit Account*). On the date falling 12 months after the 12 Month Expiry Date, the Borrowers shall ensure that either a Replacement Charter shall have been entered into or a total minimum amount of \$***** shall have been paid into and will be maintained in the relevant Blocked Deposit Account.

23.15 **Security release**

If:

- (a) the Security Value shall at any time exceed the Minimum Value, and the Borrowers shall previously have provided further security to the Security Agent pursuant to clause 23.12 (*Security shortfall*) (but not in respect of clause 23.14 (*Additional security 12 months prior to Charter's or Replacement Charter's expiry*)); or
- (b) following the provision of cash collateral pursuant to clauses 7.7.3(b) (*Charter termination*) or 23.14 (*Additional security 12 months prior to Charter's or Replacement Charter's expiry*) a Replacement Charter in respect of the Relevant Ship is executed,

the Security Agent shall, as soon as reasonably practicable after notice from the Borrowers to do so and subject to being indemnified to its satisfaction against the cost of doing so, release any such further security specified by the Borrowers provided that the Agent 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

Each Borrower undertakes that this clause 24 will be complied with in relation to each Ship and its Charter Documents throughout the relevant Ship's Mortgage Period.

24.1 Variations

Except with approval of the Majority Lenders (not to be unreasonably withheld or delayed), the Charter Documents shall not be varied to a material extent (and, for the avoidance of doubt, any assignment or novation of a Charter Document without approval shall constitute a material variation).

24.2 Releases and waivers

Except with approval, there shall be no release by the relevant Owner of any material obligation of any other person under the Charter Documents (including by way of novation), no waiver of any material breach of any such obligation and no consent to anything which would otherwise be such a breach.

For the purposes of this clause 24.2 and clause 24.1 (*Variations*) above, without limitation, variations to, or releases of obligations or waivers of breaches in respect of, any of the following shall always be considered to be material for the purposes of this Agreement:

- (a) a reduction in the rate of hire payable under the Charter;
- (b) the provisions of the Charter which permit deductions to be made from payments of hire under the Charter where the effect is to extend their scope;
- (c) an extension of the circumstances under which the relevant Ship can be considered off-hire;
- (d) an extension of the circumstances in which either party is permitted to terminate the Charter; and
- (e) in the duration of the fixed term or optional extension period of the Charter.

24.3 Termination by Owner

Except with approval, the relevant Owner shall not terminate or rescind any Charter Document or withdraw the relevant Ship from service under its Charter or Replacement Charter or take any similar action.

24.4 Charter performance

The relevant Owner shall perform its obligations under the relevant Charter Documents and use its reasonable endeavours to ensure that each other party to them performs their obligations under the relevant Charter Documents.

24.5 Notice of assignment

The Borrowers shall give notice of assignment of all of the rights under the Charter Documents to the other parties to them in the form specified by the Charter Assignment prior to the delivery of the Ship and shall procure a copy of that notice acknowledged by each addressee in the form specified in the Charter Assignment for the Agent.

24.6 Payment of Charter Earnings

All Earnings which the relevant Owner is entitled to receive under the Charter Documents shall be paid in the manner required by the Security Documents.

25 Bank accounts

Each Borrower undertakes that this clause will be complied with throughout the Facility Period.

25.1 **Revenue Account**

- 25.1.1 Each Borrower shall be the holder of one or more Accounts with an Account Bank which is designated as a **"Revenue Account"** for the purposes of the Finance Documents.
- 25.1.2 The Earnings of the Ships and all moneys payable to the Owner of a Ship under the Ship's Insurances shall be paid by the persons from whom they are due to the relevant Revenue Account for that Borrower unless required to be paid to the Security Agent under the relevant Finance Documents.
- 25.1.3 No Borrower shall withdraw amounts standing to the credit of a Revenue Account except as permitted by clause 25.1.4.
- 25.1.4 If there is no Event of Default which is continuing, amounts standing to the credit of the Revenue Accounts shall be at the free disposal of the relevant Borrower and the relevant Borrower may withdraw moneys from a Revenue Account for any purpose whatsoever which is permitted (or not prohibited) by the terms of this Agreement and the Finance Documents.

25.2 **Blocked Deposit Account**

- 25.2.1 The Borrowers shall each be the holder of at least one or more Accounts with an Account Bank which is designated as a **"Blocked Deposit Account"** for the purposes of the Finance Documents.
- 25.2.2 Unless and until an Event of Default has occurred which is continuing, the Borrowers shall be entitled to withdraw any or all amounts standing to the credit of a Blocked Deposit Account:
- (a) if approved by the Lenders; or
 - (b) if, following expiry of the relevant Charter, the relevant Ship is delivered to, and accepted by, a Charterer under a Replacement Charter and the relevant Borrower has executed a Security Interest in respect of such Replacement Charter in a form approved by the Lenders and delivered to the Agent any conditions precedent of the nature described in Schedule 3 (*Conditions precedent*) as required by the Agent; or
 - (c) in or towards repayment of the relevant Advance in accordance with clause 7.6 (Sale or Total Loss) or on the applicable Final Repayment Date.

25.3 **Other provisions**

- 25.3.1 An Account may only be designated for the purposes described in this clause 25 if:
- (a) such designation is made in writing by the Agent and acknowledged by the Borrowers and specifies the name and address of the Account Bank and the number and any designation or other reference attributed to the Account;
 - (b) an Account Security has been duly executed and delivered by the relevant Borrower in favour of the Security Agent;
 - (c) any notice required by the Account Security to be given to an Account Bank has been given to, and acknowledged by, the Account Bank in the form required by the relevant Account Security; and
 - (d) 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 in relation to the Account and the relevant Account Security.

- 25.3.2 The rates of payment of interest and other terms regulating any Account will be a matter of separate agreement between the relevant Borrower and an Account Bank. If an Account is a fixed term deposit account, the relevant Borrower may select the terms of deposits until the relevant Account Security has become enforceable and the Security Agent directs otherwise.
- 25.3.3 No Borrower shall 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.
- 25.3.4 The Borrowers shall 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.
- 25.3.5 Each of the Agent and the Security Agent agrees that if it is an Account Bank in respect of an Account then there will be no restrictions on charging 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 Agent, acting on the instructions of the Lenders, each Borrower undertakes that this clause 26 will be complied with by and in respect of each Obligor and their Affiliates (to the extent applicable) throughout the Facility Period.

26.1 General negative pledge

No Borrower shall 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.

26.2 Transactions similar to security

(Without prejudice to clauses 26.3 (*Financial Indebtedness*) and 26.6 (*Disposals*)), no Borrower shall:

- (a) 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 Affiliate other than pursuant to disposals permitted under clause 26.6 (*Disposals*);
- (b) sell, transfer, factor or otherwise dispose of any of its receivables;
- (c) 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
- (d) enter into any other preferential arrangement having a similar effect,

where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

26.3 Financial Indebtedness

- 26.3.1 No Borrower shall, without approval of the Lenders, incur or permit to exist, any Financial Indebtedness (which shall include any Treasury Transaction) owed by it to anyone else except:

- (a) Financial Indebtedness incurred pursuant to the Junior Facility;
- (b) Financial Indebtedness incurred under the Finance Documents;

- (c) Financial Indebtedness owed to another Obligor which is subordinated in a manner approved by the Lenders;
- (d) Financial Indebtedness owed to trade creditors of the Borrower given in the ordinary course of its business; and
- (e) Financial Indebtedness permitted under clause 26.4 (*Guarantees*).

26.3.2 No Borrower shall pay any amounts owing under or in connection with the Junior Facility Finance Documents at any time when an Event of Default has occurred and is continuing and the restrictions contained in clause 3.6 (*Limitation on claiming or accepting payment*) of the Intercreditor Agreement have become applicable.

26.4 **Guarantees**

No Borrower shall 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 in favour of trade creditors of such Borrower given in the ordinary course of its business or in order to avoid the creation of, or to release, a Permitted Maritime Lien;
- (b) performance guarantees in favour of a Ship's Charterer in respect of management obligations which have been subcontracted to that Ship's Commercial Manager or Technical Manager provided that such guarantees are not in respect of any Financial Indebtedness; and
- (c) guarantees which are Financial Indebtedness permitted under clause 26.3 (*Financial Indebtedness*).

26.5 **Bank accounts and other financial transactions**

No Borrower shall:

- (a) maintain any bank accounts with a bank or financial institution except for the Accounts;
- (b) hold cash in any account (other than in an Account); and
- (c) be party to any banking or financial transaction, whether on or off balance sheet, that is not expressly permitted under this clause 26 (*Business restrictions*).

26.6 **Disposals**

No Borrower shall 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 such Borrower, in each case for cash on normal commercial terms and on an arm's length basis; and
- (c) 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

No Obligor shall be a party to any arrangement or contract with any of its Affiliates unless such arrangement or contract is on an arm's length basis.

26.8 Subsidiaries

No Borrower shall establish or acquire a company or other entity.

26.9 Acquisitions and investments

No Borrower shall, without approval, 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 a 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 Document or Charter Document to which it is party.

26.10 Reduction of capital

No Borrower shall 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 Increase in capital

No Borrower shall (and it is hereby undertaken by each Borrower that the Guarantors shall not) issue shares or other equity interests to anyone in a manner that permits a Change of Control.

26.12 Distributions and other payments

No Borrower shall:

- (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 to its Holding Company and provided no Default is continuing or would result from the making of such payment or declaration and such a dividend, distribution or payment is declared.

27 Events of Default

Each of the events or circumstances set out in clauses 27.1 to 27.21 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 (a) if a Disruption Event has occurred and such payment is made within three Business Days of the due date or (b) if, due to problems with a postal system which are outside of the control of the Obligors, a letter requesting payment under this Agreement is not delivered such that the relevant Obligor is not aware of the required payment and such payment is made within three Business Days of the relevant Obligor becoming aware of it.

27.2 Value of security

The Borrowers do not comply with clause 23 (*Minimum security value*).

27.3 Insurance

27.3.1 The Insurances of any Ship are not placed and kept in force in the manner required by clause 22 (*Insurance*).

27.3.2 Any insurer either:

(a) cancels any such Insurances and such Insurances are not immediately replaced by the Borrowers to the full satisfaction of the Lenders; or

(b) disclaims liability under them by reason of any mis-statement or failure or default by any person.

27.4 Sanctions

27.4.1 An Obligor does not comply with the provisions of clause 17.31(*Sanctions*) or clause 19.12 (*Sanctions*) provided always that the Lenders will consider in good faith any request to waive an Event of Default for breach of sanctions pursuant to this clause if the Lenders consider that the state of affairs giving rise to the breach has been addressed to the Lenders' satisfaction

27.4.2 No Event of Default shall arise under clause 27.4.1 (*Sanctions*) if (a) the non-compliance with clauses 17.31 (*Sanctions*) or 19.12 (*Sanctions*) arose solely as a result of the circumstances set out in clause 19.12.4(*Sanctions*) and (b) the relevant Borrower takes the actions set out, and within the time period specified, in such clause.

27.5 Other obligations

27.5.1 An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clauses 27.1 (*Non-payment*), 27.2 (*Value of security*) or 27.3 (*Insurance*), 27.4 (*Sanctions*) or 27.6 (*Financial Covenants*).

27.5.2 No Event of Default under clause 27.5.1 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 20 days of the earlier of (a) the Agent giving notice to the Borrowers and (b) any of the Borrowers becoming aware of the failure to comply.

27.6 Financial Covenants

GasLog does not comply with any financial covenant pursuant to clause 5 of the GasLog Guarantee (*Financial covenants*) or, as applicable, GLOP does not comply with any financial covenant pursuant to clause 5 of the GLOP Guarantee (*Financial covenants*) or GasLog makes a representation or statement pursuant to clause 5 of the GasLog Guarantee or, as applicable, GLOP makes a representation or statement pursuant to clause 5 the GLOP Guarantee

(*Financial covenants*), which is or proves to have been, in either case, incorrect or misleading in any material respect when made or deemed to be made.

27.7 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 is or proves to have been incorrect or misleading in any material respect when made or deemed to be made provided that if any representation or statement made or deemed to be repeated by a Security Party in any Finance Document or any other document delivered by or on behalf of a Security Party under or in connection with any Finance Document is or proves to have been incorrect or misleading when made or deemed to be made unless the circumstances giving rise to such misrepresentation or mis-statement are, in the reasonable opinion of the Agent (acting on the instructions of the Majority Lenders), capable of remedy and are remedied to the satisfaction of the Agent within 20 days of the earlier of (a) the agent giving notice to the Obligors or (b) the Obligors becoming aware of the misrepresentation or mis-statement.

27.8 Cross default

- 27.8.1 Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.
- 27.8.2 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).
- 27.8.3 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).
- 27.8.4 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).
- 27.8.5 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).
- 27.8.6 No Event of Default will occur under this clause 27.8 if the aggregate amount of Financial Indebtedness falling within clauses 27.8.1 to 27.8.5 above is less than \$10,000,000 in respect of the Guarantors and \$1,000,000 in respect of any other Obligor.

27.9 Insolvency

- 27.9.1 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.
- 27.9.2 The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).
- 27.9.3 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.

27.10 Insolvency proceedings

- 27.10.1 Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (a) 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;

- (b) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
- (c) 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
- (d) enforcement of any Security Interest over any assets of any Obligor,

or any analogous procedure or step is taken in any jurisdiction.

27.10.2 Clause 27.10.1 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 seven days of commencement or, if earlier, the date on which it is advertised.

27.11 **Creditors' process**

27.11.1 Any expropriation, attachment, sequestration, distress, 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 in respect of the Guarantors and \$1,000,000 in respect of any other Obligor (in each case, or its equivalent in other currencies)) and is not discharged within fifteen days.

27.11.2 Any judgment or order (for an amount in excess of \$10,000,000 in respect of the Guarantors and \$1,000,000 in respect of any other Obligor (in each case, or its equivalent in other currencies)) is made against any Obligor and is not stayed or complied with within thirty days.

27.12 **Unlawfulness and invalidity**

27.12.1 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.

27.12.2 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.

27.12.3 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.

27.12.4 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.

27.13 **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 an Owner as a result of the sale of its Ship in accordance with, and subject to, the provisions of this Agreement).

27.14 **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 its assets and such Obligor fails to procure its release or as the case may be the release of such assets within a period of fifteen days thereafter (or such longer period as may be approved by the Lenders).

27.15 Repudiation and rescission of Finance Documents

An Obligor rescinds or repudiates a Finance Document.

27.16 Litigation

Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place against any Obligor or any of its assets, rights or revenues, and which, if adversely determined, which might, in the reasonable opinion of the Majority Lenders, be expected to have a Material Adverse Effect.

27.17 Material Adverse Effect

Any Environmental Incident or other event or circumstance or series of events (including any change of law) occurs which the Majority Lenders reasonably believe has, or might reasonably be expected to have, a Material Adverse Effect.

27.18 Security enforceable

Any Security Interest (other than a Permitted Maritime Lien) in respect of Charged Property becomes enforceable.

27.19 Arrest of Ship

Any 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 relevant Owner fails to procure the release of such Ship within a period of 30 days thereafter (or such longer period as may be approved by the Lenders).

27.20 Ship registration

Except with approval of the Lenders, the registration of any Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws within 90 days of such date.

27.21 Political risk

The Flag State of any 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, has or might, in the reasonable opinion of the Majority Lenders, be expected to have, a Material Adverse Effect and, within 15 days of notice from Agent to do so (or such longer period as may be approved by the Lenders), such action as the Agent may require to ensure that such circumstances will not have such an effect has not been taken by the Borrowers.

27.22 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing (but subject to the provisions of the Intercreditor Agreement) the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrowers:

- (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 it 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.

SECTION 8 - CHANGES TO PARTIES

28 Changes to the Lenders

28.1 Assignments and transfers 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

28.2.1 The prior written consent of the Borrowers 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 immediately advise the Borrowers of the assignment. Subject to no Event of Default being continuing, the Borrowers shall be at full liberty to withhold consent if a proposed assignment will result in an increased cost to the Borrowers.

28.2.2 The Borrowers' consent may not be unreasonably withheld or delayed and will be deemed to have been given five Business Days after the Lender has requested consent unless consent is expressly refused within that time. Provided, however that, subject to no Event of Default being continuing, the Borrowers shall be entitled to withhold consent in their discretion if the assignment is to a trust or fund.

28.2.3 An assignment will only be effective:

- (a) 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 Borrowers and the other Finance Parties as it would have been under if it was an Original Lender;
- (b) on the New Lender entering into any documentation required for it to accede as a party to the Intercreditor Agreement and any Security Document to which the Original Lender is a party in its capacity as a Lender;
- (c) if at the time when an assignment takes effect more than one Utilisation is outstanding, the assignment of an Existing Lender's participation in the Utilisations (if any) under the Facility shall take effect in respect of the same fraction of each such Utilisation;
- (d) on the performance by the Agent of all "know your customer" or other checks 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 Lender and the New Lender; and
- (e) if that Existing Lender assigns equal fractions of its Commitment and participation in the Utilisations (if any) under the Facility; and
- (f) if the aggregate amount of that Existing Lender's participation in the Loan and any undrawn Commitment of that Existing Lender being assigned is, as at the time of any such assignment, not less than \$10,000,000 (except that if the outstanding amount due to that Existing Lender in respect of the Loan is less than \$10,000,000 as at the time of any such assignment, this sub-clause (f) shall not apply).

28.2.4 If:

- (a) a Lender assigns any of its rights under the Finance Documents or changes its Facility Office; and

- (b) as a result of circumstances existing at the date the 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 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 assignment or change had not occurred unless the assignment or change is made by the Lender with the Borrowers' 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.

28.2.5 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 this Agreement on or prior to the date on which the transfer becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

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 \$3,000.

28.4 **Limitation of responsibility of Existing Lenders**

28.4.1 Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

- (a) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
- (b) the financial condition of any Obligor;
- (c) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents;
- (d) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; or
- (e) 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.

28.4.2 Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

- (a) has made (and shall continue to make) its own independent investigation and assessment of:
 - (i) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and
 - (ii) the application of any Basel II Regulation or 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;

- (b) 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
- (c) 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.

28.4.3 Nothing in any Finance Document obliges an Existing Lender to:

- (a) accept a re-assignment from a New Lender of any of the rights assigned under this clause 28; or
- (b) 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 transfer

28.5.1 Subject to the conditions set out in clause 28.2 (*Conditions of assignment*) an assignment is effected in accordance with clause 28.5.2 below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under clause 28.2.3 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, 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 consultations with them.

28.5.2 On the Transfer Date:

- (a) to the extent that in the Transfer Certificate the Existing Lender seeks to be released from its obligations under the Finance Documents, the Existing Lender shall be released from further obligations towards the Obligors and the other Finance Parties under the Finance Documents and rights of the Obligors and the other Finance Parties against the Existing Lender under the Finance Documents shall be cancelled (being the **Discharged Obligations**) (but the obligations owed by the Obligors under the Finance Documents shall not be released);
- (b) the New Lender shall assume obligations towards each of the Obligors who are a Party and/or the Obligors and the other Finance Parties shall acquire rights against the New Lender which differ from the Discharged Rights and Obligations only insofar as the New Lender has assumed and/or the Obligors and the other Finance Parties acquired the same in place of the Existing Lender;
- (c) the other Finance Parties and the New Lender shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Security Agent, Existing Lender and the other Finance Parties shall each be released from further obligations to each other under the Finance Documents; and
- (d) the New Lender shall become a Party to the Finance Documents as a "Lender" for the purposes of all the Finance Documents.

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 28.2.3, send a copy of that Transfer Certificate and such documents to the Borrowers and the other Lenders.

28.7 Security over Lenders' rights

In addition to the other rights provided to Lenders under this clause 28, 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.

29 Changes to the Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

SECTION 9 - THE FINANCE PARTIES

30 Roles of Agent, Security Agent and Arrangers

30.1 Appointment of the Agent

30.1.1 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.

30.1.2 Each such other Finance Party authorises the Agent:

- (a) 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
- (b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

30.2 Instructions to Agent

30.2.1 The Agent shall:

- (a) 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:
 - (i) all Lenders or the Majority Lenders (as the case may be) if the relevant Finance Document stipulates the matter requires such decision; and
 - (ii) in all other cases, the Majority Lenders; and
- (b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

30.2.2 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.

30.2.3 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 for the Security Agent.

30.2.4 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.

30.2.5 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.

30.2.6 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

30.2.6 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

- 30.3.1 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.
- 30.3.2 Without prejudice to clause 28.6 (*Copy of Transfer Certificate to Borrowers*), clause 30.3.1 shall not apply to any Transfer Certificate.
- 30.3.3 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.
- 30.3.4 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.
- 30.3.5 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.
- 30.3.6 The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

30.4 Role of the Arrangers and Bookrunner

Except as specifically provided in the Finance Documents, the Arrangers and the Bookrunner 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

- 30.5.1 Nothing in any Finance Document constitutes the Agent, the Arrangers and the Bookrunner as a trustee or fiduciary of any other person.
- 30.5.2 None of the Agent, the Security Agent, the Arrangers and the Bookrunner 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, the Arrangers and the Bookrunner may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or their Affiliates.

30.7 Rights and discretions of the Agent

- 30.7.1 The Agent may
- (a) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
 - (b) assume that:

- (i) 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
 - (ii) unless it has received notice of revocation, that those instructions have not been revoked; and
- (c) rely on a certificate from any person:
- (i) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (ii) 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.

- 30.7.2 The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the other Finance Parties) that:
- (a) no Default has occurred (unless it has actual knowledge of a Default arising under clause 27.1 (*Non-payment*));
 - (b) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and
 - (c) any notice or request made by a Borrower (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.
- 30.7.3 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.
- 30.7.4 Without prejudice to the generality of clause 30.7.3 or clause 30.7.5, 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 desirable.
- 30.7.5 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 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.
- 30.7.6 The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:
- (a) be liable for any error of judgment made by any such person; or
 - (b) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,
- unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct.
- 30.7.7 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.

- 30.7.8 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.
- 30.7.9 Without prejudice to the generality of clause 30.7.8, the Agent shall be entitled (but not obliged) to disclose the identity of a Defaulting Lender to the other Finance Parties and the Borrowers.
- 30.7.10 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.
- 30.7.11 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 Borrowers 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 or any Charter Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or any Charter 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 or any Charter 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) 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; or
- (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.

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**

30.10.1 Without limiting clause 30.10.2 (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) for:

- (a) 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, wilful misconduct or fraudulent behaviour;
- (b) 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 its gross negligence, wilful misconduct or fraudulent behaviour; or
- (c) 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:
- (d) any act, event or circumstance not reasonably within its control; or
- (e) 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 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.

- 30.10.2 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 subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.
- 30.10.3 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.
- 30.10.4 Nothing in this Agreement shall oblige the Agent or any Arrangers to carry out
- (a) any “know your customer” or other checks in relation to any person; or
 - (b) 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.
- 30.10.5 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**
- 30.11.1 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:
- (a) any Losses for negligence or any other category of liability whatsoever incurred by such Lenders' Representative in the circumstances contemplated pursuant to clause 33.9 (*Disruption to payment systems etc*) notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent); and
 - (b) any other Losses (otherwise than by reason of the Agent's gross negligence or wilful misconduct) including the costs of any person engaged in accordance with clause 30.7.3 (*Rights and discretions of the Agent*) and any Receiver 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).
- 30.11.2 Subject to clause 30.11.3, the Borrowers shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to clause 30.11.1.

30.11.3 Clause 30.11.2 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**

30.12.1 The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders, the Security Agent and the Borrowers.

30.12.2 Alternatively the Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrowers, in which case the Majority Lenders (after consultation with the Borrowers) may appoint a successor Agent acting through an office in the United Kingdom.

30.12.3 If the Majority Lenders have not appointed a successor Agent in accordance with clause 30.12.2 above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Borrowers) may appoint a successor Agent.

30.12.4 If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under clause 30.12.3, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this clause 30 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under clause 28.3 of this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will (subject to approval by the Majority Lenders, which approval shall not be unreasonably withheld or delayed) bind the Parties.

30.12.5 The retiring Agent shall, 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.

30.12.6 The Agent's resignation notice shall only take effect upon the appointment of a successor.

30.12.7 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 30.12.5) but shall remain entitled to the benefit of clause 14.3 (*Indemnity to the Agent and the 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.

30.13 **Replacement of the Agent**

30.13.1 After consultation with the Borrowers, the Majority Lenders may, by giving 30 days' notice to the Agent replace the Agent by appointing a successor Agent.

30.13.2 The retiring Agent shall 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.

30.13.3 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 30.13.2) but shall remain entitled to the benefit of clause 14.3 (*Indemnity to the Agent and the 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).

30.13.4 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 Replacement of the Agent for FATCA withholding

The Agent shall resign in accordance with clause 30.12.2 (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to clause 30.12.3 above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment of the Agent under the Finance Documents, either:

- (a) the Agent fails to respond to a request under clause 12.6 (*FATCA Information*) and the Borrowers 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;
- (b) the information supplied by the Agent pursuant to clause 12.6 (*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
- (c) the Agent notifies the Borrowers 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,

30.14.2 and (in each case) the Borrowers 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 that Borrower or that Lender, by notice to the Agent, requires it to resign.

30.15 Confidentiality

30.15.1 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.

30.15.2 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.

30.15.3 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 (a) any confidential information or (b) 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.

30.16 Relationship with the Lenders

30.16.1 The Agent may treat the persons shown in its records as Lenders at the opening of business (in the place of its principal office as notified to the Finance Parties from time to time) as each Lender, acting through its Facility Office:

- (a) entitled to or liable for any payment due under any Finance Document on that day; and
- (b) 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.

30.16.2 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.

30.16.3 Each Lender shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

30.17 **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 any other Group Member;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction 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 Transaction 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 Transaction 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.

30.18 **Reference Banks**

If a Reference Bank (or, if a Reference Bank is not a Lender, the Lender of which it is an Affiliate) ceases to be a Lender, the Agent shall (in consultation with the Borrowers) appoint another Lender or an Affiliate of a Lender to replace that Reference Bank.

30.19 **Agent's management time and additional remuneration**

Any amount payable to the Agent under clause 14.3 (*Indemnity to the Agent and the Security Agent*), clause 16 (*Costs and expenses*) and clause 30.11 (*Lenders' indemnity to the 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 Borrowers and the Lenders, and is in addition to any fee paid or payable to the Agent under clause 11 (*Fees*).

30.20 **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.

30.21 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.

30.22 Security Agent

30.22.1 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.

30.22.2 Each other Finance Party authorises the Security Agent:

- (a) 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
- (b) 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.

30.22.3 The Security Agent accepts its appointment under clause 30.22 (*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 30.22 - 30.29 (inclusive) and the Security Documents to which it is a party.

30.22.4 The Security Agent undertakes that it will, when requested by the Borrowers or the Lenders, enter into a Quiet Enjoyment Agreement in respect of each Ship.

30.23 Application of certain clauses to Security Agent

30.23.1 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*), 30.15 (*Confidentiality*), 30.16 (*Relationship with the Lenders*), 30.17 (*Credit appraisal by the Lenders*), 30.19 (*Agent's management time and additional remuneration*) and 30.20 (*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.

30.23.2 In addition, clause 30.12 (*Resignation of the Agent*) shall, for the purposes of its application to the Security Agent pursuant to clause 30.23.1, have the following additional sub-clause:

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 retiring Security Agent (except where the Security Agent is retiring under clause 30.12.1 as extended to it by clause 30.23.1, in which case such costs shall be borne by the Lenders (in proportion to their shares of the Total Commitments or, if the Total Commitments are then zero, to their shares of the Total Commitments immediately prior to their reduction to zero).

30.24 **Instructions to Security Agent**

30.24.1 The Security Agent shall:

- (a) 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 instructions given to it by the Agent; and
- (b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

30.24.2 The Security Agent shall be entitled 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.

30.24.3 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.

30.24.4 The Security Agent may refrain from acting in accordance with any instructions of the Agent 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.

30.24.5 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 Lenders.

30.24.6 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 30.24.6 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.

30.25 **Order of application**

30.25.1 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:

- (a) **first**, as to a sum equivalent to the amounts payable 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 30.23 (*Application of certain clauses to Security Agent*)), for the Security Agent absolutely;
- (b) **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, and pro-rata to the amounts owing to them under the Finance Documents;

- (c) **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 30.25.1 as and when any such amounts later fall due;
- (d) **fourthly**, to such other persons (if any) as are legally entitled thereto in priority to the Obligors; and
- (e) **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.

30.25.2 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, any 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 Borrowers or any other person liable.

30.25.3 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 30.25 by paying such amounts to the Agent for distribution in accordance with clause 33 (*Payment mechanics*).

30.26 **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 30.25 (*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 misconduct;
- (c) may, in the conduct of its obligations under and in respect of the Security Documents (otherwise than in relation to its right to make any declaration, determination or decision), 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) and on the basis that (i) any such agent 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 if the Security Agent shall have exercised reasonable care in the selection of such agent; and

- (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 exercising reasonable care or with any firm of solicitors or company whose business includes undertaking the safe custody of documents selected by the Security Agent exercising reasonable care 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 (save that it shall take reasonable steps to pursue any person who may be liable to it in connection with such loss).

30.27 **All enforcement action through the Security Agent**

30.27.1 None of the other Finance Parties shall have any independent power to enforce any of the 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 any of the Security Documents except through the Security Agent.

30.27.2 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 through the Security Agent. 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.

30.28 **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 30.25 (*Order of application*).

30.29 **Indemnity from Trust Property**

30.29.1 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:

- (a) 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;
- (b) as a result of any breach by an Obligor of any of its obligations under any Finance Document;

- (c) 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
- (d) 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.

30.29.2 The rights conferred by this clause 30.29 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 30.29 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 misconduct.

30.30 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 30.25 (*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 30.25 (*Order of application*).

30.31 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 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 a Borrower, the requisite release shall include releases of all claims (including under guarantees) of the Finance Parties and/or the Security Agent against such Borrower and of all Security Interests over the assets of such Borrower.

30.32 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.

30.33 Additional trustees

The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrowers to appoint any person approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed) 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.

30.34 **Role of Reference Banks**

- 30.34.1 No Reference Bank is under any obligation to provide a quotation or any other information to the Agent.
- 30.34.2 No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.
- 30.34.3 No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on clauses 30.34.1 to 30.34.3 subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

30.35 **Third party Reference Banks**

- 30.35.1 A Reference Bank which is not a Party may rely on clauses 30.34.1 to 30.34.3 (*Role of Reference Banks*), clause 39.3 (*Other exceptions*) and clause 40 (*Confidentiality of Funding Rates and Reference Bank Quotations*) subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

30.36 **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.

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 27.22(b) (*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 Borrowers, any Obligor or any Subsidiaries of an Obligor 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 Arranger*) as it applies to the Security Agent.

31.3 Majority Lenders

- 31.3.1 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.
- 31.3.2 If, within ten Business Days of the Agent despatching to each Lender a notice requesting instructions (or confirmation of instructions) from the Lenders or the agreement of the Lenders to any amendment, modification, waiver, variation or excuse of performance for the purposes of, or in relation to, any of the Finance Documents, the Agent has not received a reply specifically giving or confirming or refusing to give or confirm the relevant instructions or, as the case may be, approving or refusing to approve the proposed amendment, modification, waiver, variation or excuse of performance, then (irrespective of whether such Lender responds at a later date)

the Agent shall treat any Lender which has not so responded as having indicated a desire to be bound by the wishes of 66²/₃ per cent of those Lenders (measured in terms of the total Commitments of those Lenders) which have so responded.

31.3.3 For the purposes of clause 31.3.2, any Lender which notifies the Agent of a wish or intention to abstain on any particular issue shall be treated as if it had not responded.

31.3.4 Clauses 31.3.2 and 31.3.3 shall not apply in relation to those matters referred to in, or the subject of, clause 32.5 (*Exceptions*).

31.4 Conflicts

31.4.1 Each 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 Borrowers may have conflicting interests in respect of the Facility or otherwise.

31.4.2 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 Borrowers also acknowledge 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.

31.4.3 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.

31.5 Replacement of a Defaulting Lender

31.5.1 The Borrowers may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 20 Business Days' prior written notice to the Agent and such Lender:

- (a) 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; or
- (b) require 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 the undrawn Commitment of the Lender,

to a Lender or other bank, financial institution, trust, fund or other entity (a "**Replacement Lender**") selected by the Borrowers, and which is acceptable to the Agent (acting reasonably) and (in the case of any transfer of any undrawn Commitments), 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.

31.5.2 Any transfer of rights and obligations of a Defaulting Lender pursuant to this clause shall be subject to the following conditions:

- (a) the Borrowers shall have no right to replace the Agent;
- (b) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrowers to find a Replacement Lender;

- (c) the transfer must take place no later than 20 days after the notice referred to in clause 31.5.1; and
- (d) 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.

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*) 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 33.5.1 (*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.

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**

- 32.5.1 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.
- 32.5.2 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, if:
- (i) it notified that other Finance Party of the legal or arbitration proceedings;
 - (ii) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and
- (b) 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.

SECTION 10 - ADMINISTRATION

33 Payment mechanics

33.1 Payments to the Agent

33.1.1 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.

33.1.2 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) 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 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).

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

33.4.1 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.

33.4.2 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.

33.4.3 If the Agent is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders 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 a Borrower:

(a) the Borrowers shall on demand refund it to the Agent; and

(b) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrowers, 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

- 33.5.1 If the Agent receives a payment for application against amounts due under the 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:
- (a) **first**, in or towards payment pro rata of any unpaid fees, costs and expenses (ignoring any fees payable under clause 11 (*Fees*)) of the Agent, the Security Agent or the Arrangers under those Finance Documents;
 - (b) **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 30.23.1 (*Application of certain clauses to Security Agent*);
 - (c) **thirdly**, in or towards payment to the Lenders pro rata of any accrued interest, fee or commission or any principal due but unpaid under those Finance Documents; and
 - (d) **fourthly**, in or towards payment pro rata of any other sum due to the Finance Parties but unpaid under the Finance Documents.

33.5.2 The Agent shall, if so directed by all the Lenders, vary the order set out in paragraphs (b) to (e) of clause 33.5.1.

33.5.3 Clauses 33.5.1 and 33.5.2 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

- 33.7.1 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).
- 33.7.2 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 Currency of account

- 33.8.1 Subject to clauses 33.8.2 to 33.8.3, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- 33.8.2 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.
- 33.8.3 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.
- 33.8.4 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.

33.9 Disruption to Payment Systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrowers that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrowers, consult with the Borrowers with a view to agreeing with the Borrowers 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 Borrowers 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 Borrowers shall (whether or not it is finally determined that a 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 33.9; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

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.

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 fax or letter.

35.2 Addresses

The address, and fax number (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:

- (a) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (*The original parties*);

- (b) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party;
- (c) in the case of any Original Lender, the Security Agent, the Agent and any other original Finance Party that identified with its name in Schedule 1 (*The original parties*); and
- (d) in the case of each other Lender or 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, fax number, 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**

35.3.1 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) 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.

35.3.2 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).

35.3.3 All notices from or to an Obligor shall be sent through the Agent.

35.3.4 Any communication or document made or delivered to the Borrowers in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.

35.3.5 Any communication or document which becomes effective, in accordance with clauses 35.3.1 to 35.3.4 above, after 5:00 pm in the place of receipt shall be deemed only to become effective on the following day.

35.4 **Notification of address and fax number**

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to clause 35.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

35.5 **Electronic communication**

35.5.1 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 (including, without limitation, by way of posting to a secure website) if those two Parties:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
- (b) 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.

Each of the Finance Parties and each Obligor hereby confirm that unless and until notified to the contrary, communication by electronic mail is an acceptable form of general communication.

- 35.5.2 Any such electronic communication as specified in clause 35.5.1 to be made between an Obligor and a Finance Party may only be made in that way 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.
- 35.5.3 Any such electronic communication as specified in clause 35.5.1 made between any two Parties will be effective only when actually received (or made available) 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.
- 35.5.4 Any electronic communication which becomes effective, in accordance with clause 35.5.3 above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement or any other Finance Document shall be deemed only to become effective on the following day.
- 35.5.5 Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with clause 35.5.

35.6 English language

- 35.6.1 Any notice given under or in connection with any Finance Document shall be in English.
- 35.6.2 All other documents provided under or in connection with any Finance Document shall be:
- (a) in English; or
 - (b) 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.

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, commission 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 the Finance Documents 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 the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy 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 waivers

39.1 Required consents

39.1.1 Subject to clauses 39.2 (*All Lender matters*) and 39.3 (*Other exceptions*) and unless the provisions of the Intercreditor Agreement expressly provides otherwise, 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.

39.1.2 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.

39.1.3 Each Obligor agrees to any such amendment or waiver permitted by this clause 39 which is agreed to by the Borrowers. This includes any amendment or waiver which would, but for this clause 39.1.3, require the consent of the Guarantors.

39.2 All Lender matters

39.2.1 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 "Majority Lenders" in clause 1.1 (*Definitions*);
- (b) the definition of "Last Availability Date" in clause 1.1 (*Definitions*);
- (c) an extension to the date of payment of any amount under the Finance Documents;
- (d) a change in the Margin or a change in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;
- (e) an increase in, or an extension of, any Commitment or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders pro rata under a Facility or an extension of the Last Availability Date;
- (f) a change to the Borrower or any other Obligor;
- (g) any provision which expressly requires the consent or approval "of the Lenders" or "all of the Lenders" or "all Lenders";
- (h) clause 2.2 (*Finance Parties' rights and obligations*), clause 7.1 (*Illegality*), clause 7.2 (*Change of Control*), clause 7.6 (*Sale or Total Loss*), clause 7.7 (*Charter termination*),

clause 17.31 (*Sanctions*), clause 19.12 (*Sanctions*), clause 28 (*Changes to the Lenders*), clause 32.1 (*Payments to Finance Parties*), this clause 39, clause 43 (*Governing law*) or clause 44.1 (*Jurisdiction of English courts*);

- (i) the order of distribution under clause 33.5.1 (*Partial payments*);
- (j) the order of distribution under clause 30.25.1 (*Order of application*);
- (k) the currency in which any amount is payable under any Finance Document;
- (l) an increase in any Commitment 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 pro rata;
- (m) the nature or scope of the Charged Property or the manner in which the proceeds of enforcement of the Security Documents are distributed; or
- (n) a change to the circumstances in which the security constituted by the Security Documents are permitted or required to be released or reassigned under any of the Finance Documents; or
- (o) any consent or decision expressly required to be given, or as the case may be, made by the Senior Finance Parties (as such term is defined in the Intercreditor Agreement to mean the Finance Parties under this Agreement) pursuant to the terms of the Intercreditor Agreement,

shall not be made, or given, without the prior consent of all the Lenders.

39.3 **Other exceptions**

- 39.3.1 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).
- 39.3.2 Notwithstanding clauses 39.1 and 39.2.1 to 39.3.1 (inclusive), 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.
- 39.3.3 Subject to clause 39.3.1, if the Screen Rate is not available, any amendment or waiver which relates to providing for another benchmark rate to apply in relation to that currency in place of that Screen Rate (or which relates to aligning any provision of a Finance Document to the use of that other benchmark rate) may be made with the consent of the Majority Lenders and the Borrowers.

39.4 **Releases**

Except with the approval of all of 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.

39.5 **Replacement of Lender**

- (a) If:

- (i) any Lender becomes a Non-Consenting Lender (as defined below); or
- (ii) an Obligor becomes obliged to repay any amount in accordance with clause 7.1 (*Illegality, prepayment and cancellation*) to any Lender,

then the Guarantors may, on 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 Guarantors and which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with clause 28 (Changes to the Lenders) for a purchase price in cash payable at the time of transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Advances and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents.

- (b) The replacement of a Lender pursuant to this Clause 39.5 shall be subject to the provisions of clause 28 (Changes to the Lenders).
- (c) The Guarantors shall have no right to replace the Agent or the Security Agent.

40 Confidentiality

40.1 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 40.2 (*Disclosure of Confidential Information*), 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.

40.2 Disclosure of information

Any Finance Party may disclose (without the consent of the Borrowers) to any of its Affiliates and any of its or their officers, directors and employees who are bound by similar confidentiality obligations in favour of the Obligors as set out herein, and to its legal advisers, auditors and other professional advisers in respect of whom a professional obligation of confidentiality is due and to 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 provided that such person to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for secondary debt trading or such other form of confidentiality undertaking agreed between the Guarantors and such person;
- (b) in the case of a Lender, to whom or for whose benefit that Finance Party charges, assigns or otherwise creates a Security Interest (or may do so) pursuant to clause 28.7 (*Security over Lender's 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 provided that such person to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for secondary debt trading or such other form of confidentiality undertaking agreed between the Guarantors and such person;

- (d) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation or stock exchange rules; or
- (e) to a rating agency, provided that such rating agency to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for secondary debt trading or such other form of confidentiality undertaking agreed between the Guarantors and such rating agency,

and, with the consent of the Borrowers, any Finance Party may disclose to any other person such Confidential Information as that Finance Party shall consider appropriate.

The Agent and the Arrangers each may, at their own expense, publish information about their participation in, or agency or arrangement in respect of, the Facilities and, for such purposes, to use the Borrowers' and/or the Obligors' logo and trademark in connection with such publication with the prior written consent of GasLog and GLOP.

40.3 Entire agreement

This clause 40 (*Confidentiality*) 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 Confidentiality of Funding Rates and Reference Bank Quotations

41.1 Confidentiality and disclosure

41.1.1 The Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by clauses 41.1.2, 41.1.3 and 41.1.4.

41.1.2 The Agent may disclose:

- (a) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the relevant Borrower pursuant to clause 8.4 (*Notification of rates of interest*); and
- (b) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for secondary debt trading or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Reference Bank, as the case may be.

41.1.3 The Agent may disclose any Funding Rate or any reference Bank Quotation, and each Obligor may disclose any Funding Rate, to:

- (a) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;
- (b) any person 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, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank

Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

- (c) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

- (d) any person with the consent of the relevant Lender or Reference Bank, as the case may be.

- 41.1.4 The Agent's obligations in this clause 40 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under clause 8.4 (*Notification of rates of interest*) **provided that** (other than pursuant to clause 41.1.2(a) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

41.2 **Related obligations**

- 41.2.1 The Agent and each Obligor acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate or, in the case of the agent, any Reference Bank Quotation for any unlawful purpose.

- 41.2.2 The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be;

- (a) of the circumstances of any disclosure made pursuant to clause 41.1.3(b) (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

- (b) upon becoming aware that any information has been disclosed in breach of this clause 40.

41.3 **No Event of Default**

No Event of Default will occur under clause 27.5 (*Other obligations*) by reason only of an Obligor's failure to comply with this clause 41.

42 **Counterparts and waiver of immunity**

- 42.1 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.

- 42.2 Each of the Borrowers hereby, and each of the other Obligors by their execution of the Finance Documents to which they are party, irrevocably and unconditionally:

- (a) agrees not to claim in any jurisdiction, for itself or in respect of its assets, immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and waives such present or future immunity, whether claimed or not; and

- (b) consents generally to the giving of any relief or the issue of any process in connection with any proceedings, including the making, enforcement or execution against any property of any nature (irrespective of its use or intended use) of any order or judgement which may be made or given in any proceedings.

SECTION 11 - GOVERNING LAW AND ENFORCEMENT

43 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

44 Enforcement

44.1 Jurisdiction of English courts

44.1.1 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**).

44.1.2 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.

44.1.3 This clause 44.1 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.

44.2 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

Borrowers

Name:	GAS-eighteen Ltd. (Borrower A)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	48623
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name:	GAS-nineteen Ltd. (Borrower B)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	48943
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name:	GAS-twenty Ltd. (Borrower C)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	48942
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name:	GAS-twenty one Ltd. (Borrower D)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	48941
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name:	GAS-twenty seven Ltd. (Borrower E)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	49900
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Guarantors

Name of GasLog	GasLog Ltd. (GasLog)
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name of GasLog Carriers	GasLog Carriers Ltd. (GasLog Carriers)
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name of GLOP	GasLog Partners LP (GLOP)
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	950063
English process agent (if not incorporated in England)	GasLog Services UK Ltd, 81 Kings Road, London SW3 4NX, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name of GPHL	GasLog Partners Holdings LLC (GPHL)
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	962930
English process agent (if not incorporated in England)	GasLog Services UK Ltd, 81 Kings Road, London SW3 4NX, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Technical Manager

Name of GasLog LNG	GasLog LNG Services Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	35655
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

The Original Lenders

Name	ABN AMRO Bank N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>FOR CREDIT MATTERS:</p> <p>Address: Coolsingel 93 3012 AE Rotterdam The Netherlands</p> <p>Attn: Jurjen Maarleveld / Transportation South Europe/ PAC GL1610</p> <p>Email: jurjen.maarleveld@nl.abnamro.com</p> <p>FOR LOAN ADMINISTRATION:</p> <p>Address: Coolsingel 93 1000 EA Amsterdam The Netherlands</p> <p>Attn: Dien Quan / Pieter van Wijk/ NPL Credits/ ECT / PAC 0914</p> <p>Email: loket.leningenadministratie.ccs@nl.abnamro.com</p> <p>Fax: +31 10 4016118</p>
Commitment (\$)	[]

Name	DNB (UK) Ltd.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: 8th Floor The Walbrook Building 25 Walbrook London EC4N 8AF</p> <p>Fax: +44(0)207 626 5956</p> <p>Attention: Credit Middle Office & Agency</p>
Commitment (\$)	[]

Name	DVB Bank America N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: Gaitoweg 350 Willemstad Curacao</p> <p>Fax: +5999 431 8749</p> <p>Attention: Kai Förster</p> <p>With copy to:</p> <p>DVB Bank SE Park House 16-18 Finsbury Circus London EC2M 7EB United Kingdom Fax +442072564529 Attn: Cornelia Urban</p>
Commitment (\$)	[]

Name	Commonwealth Bank of Australia
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: Level 2, 1 New Ludgate 60 Ludgate Hill London EC4M 7AW England</p> <p>Ph: +44 (0) 20 7710 3607 / +44 (0) 20 7710 3942</p> <p>Attention: Simon Baker/William Barrand</p> <p>Email: simon.baker2@cba.com.au william-james.barrand@cba.com.au</p> <p>Cc: deborah.tan@cba.com.au / trang.nguyen@cba.com.au / postdealmanagementstructuredassetfinance@cba.com.au</p>
Commitment (\$)	[]

Name	ING Bank N.V., London Branch
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: 60 London Wall London EC2M 5TQ</p> <p>FOR CREDIT MATTERS: Mr Rory Hussey/Ms Olga Terentieva Fax: +44 20 7767 6987</p> <p>FOR LOAN ADMINISTRATION: Mr Mark Dasalia/ Ms Bernadette Smailes Fax: +44 20 7767 7324</p>

Commitment (\$)	[]
Name	Credit Agricole Corporate and Investment Bank
Facility Office, address, fax number and attention details for notices and account details for payments	<p>FOR CREDIT MATTERS:</p> <p>Address: Credit Agricole CIB London Broadwalk House, 5 Appold Street London EC2A 2DA - United Kingdom</p> <p>Attention: Benoit TRIDON</p> <p>Phone number: +44 207 214 59 82 Fax Number: +44 207 214 66 89 e-mail: Benoit.Trldon@ca-cib.com</p> <p>FOR LOAN ADMINISTRATION:</p> <p>Address : 9 quai du President Paul Doumer 92920 Paris, La Defense France</p> <p>Attention: Clementine COSTIL / Jean-Baptiste BRANCHU (Middle Office - Shipping Finance) Phone Number: + 33 1 41 89 90 47 / 33 1 41 89 85 91 Fax Number: +33 14189 19 34 e-mail: clementine.costil@ca-cib.com jeanbaptiste.branchut@ca-cib.com</p>
Commitment (\$)	[]

Name	National Australia Bank Limited
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Facility Office:</p> <p>Address: Level 25 255 George Street Sydney, NSW 2000 Australia</p> <p>Fax: +61 1300 764 759 Attention: Asset Finance & Leasing</p> <p>For Credit Matters:</p> <p>Address: 12 Marina View #20-02 Asia Square Tower 2 Singapore 01896 Email: quincy.chan@nabasia.com Attention: Quincy Chan</p> <p>Address: 88 Wood Street London EC2V 7QQ United Kingdom Email: Jackson.flint@eu.nabgroup.com</p>

	Attention: Jackson Flint For Operational Matters: Address: Specialised Transaction Management Level 29, 500 Bourke Street Melbourne Australia Fax: +61 (3) 8641 3590 / 1300 652 199 Email: Wholesale.Banking.Transaction.Management. <u>Group@nab.com.au</u> Attention: Specialised Transaction Management
Commitment (\$)	[]

The Agent

Name	DNB Bank ASA, London Branch
Facility Office, address, fax number and attention details for notices and account details for payments	Address: 8 th Floor The Walbrook Building 25 Walbrook London EC4N 8AF Fax: +44(0)207 626 5956 Attention: Credit Middle Office & Agency

The Security Agent

Name	DNB Bank ASA, London Branch
Facility Office, address, fax number and attention details for notices and account details for payments	Address: 8 th Floor The Walbrook Building 25 Walbrook London EC4N 8AF Fax: +44(0)207 626 5956 Attention: Credit Middle Office & Agency

The Bookrunners

Name	DNB (UK) Ltd.
Facility Office, address, fax number and attention details for notices and account details for payments	Address: 8 th Floor The Walbrook Building 25 Walbrook London EC4N 8AF Fax: +44(0)207 626 5956 Attention: Credit Middle Office & Agency

Name	ABN AMRO Bank N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	Address: Coolsingel 93 1000 EA Amsterdam The Netherlands

	Fax: +31 10 4016118 Attention: Dien Quan / Pieter van Wijk/ NPL Credits/ ECT / PAC 0914
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The Arrangers

Name	DNB (UK) Ltd.
Facility Office, address, fax number and attention details for notices and account details for payments	Address: 8 th Floor The Walbrook Building 25 Walbrook London EC4N 8AF Fax: +44(0)207 626 5956 Attention: Credit Middle Office & Agency

Name	ABN AMRO Bank N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	Address: Coolsingel 93 1000 EA Amsterdam The Netherlands Fax: +31 10 4016118 Attention: Dien Quan / Pieter van Wijk/ NPL Credits/ ECT / PAC 0914

Name	DVB Bank America N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	Address: Gaitoweg 350 Willemstad Curacao Fax: +5999 431 8749 Attention: Kai Förster With copy to: DVB Bank SE Park House 16-18 Finsbury Circus London EC2M 7EB United Kingdom Fax +442072564529 Attn: Cornelia Urban

Schedule 2
Ship information

Ship A

Name of Ship:	Methane Lydon Volney
Owner:	GAS-eighteen Ltd.
Ship Commitment:	\$72,500,000
Flag State:	Bermuda
Official Number:	737898
IMO Number:	9307205
Charter description:	Time Charter Party dated 10 April 2014
Charter Rates:	\$***** (\$***** during optional period) per day (for a 6.5 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, an indirectly wholly owned subsidiary of BG Group plc
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NIBS, TCM, FL 40, SH, SH-DLA, SHCM Additional Notations: PMP, CRC, SFA 40
Classification Society:	American Bureau of Shipping

Ship B

Name of Ship:	Methane Alison Victoria
Owner:	GAS-nineteen Ltd.
Ship Commitment:	\$72,500,000
Flag State:	Bermuda
Official Number:	737921
IMO Number:	9321768
Charter description:	Time Charter Party dated 29 May 2014
Charter Rates:	\$***** (\$***** during optional period) per day (for a 5.5 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, an indirectly wholly owned subsidiary of BG Group plc
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NIBS, TCM, FL 40, SH, SH-DLA, SHCM Additional Notations: PMP, CRC, SFA 40 ABS Additional Notations: RRDA, CRC, SFA 40, RW
Classification Society:	American Bureau of Shipping

Ship C

Name of Ship:	Methane Shirley Elisabeth
Owner:	GAS-twenty Ltd.
Ship Commitment:	\$72,500,000
Flag State:	Bermuda
Official Number:	737920

IMO Number:	9321756
Charter description:	Time Charter Party dated 4 June 2014
Charter Rates:	\$***** (\$***** during optional period) per day (for a 6 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, an indirectly wholly owned subsidiary of BG Group plc
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NIBS, TCM, FL 40, SH, SH-DLA, SHCM ABS Additional Notations: RRDA, CRC, SFA 40, RW
Classification Society:	American Bureau of Shipping

Ship D

Name of Ship:	Methane Heather Sally
Owner:	GAS-twenty one Ltd.
Ship Commitment:	\$72,500,000
Flag State:	Bermuda
Official Number:	737922
IMO Number:	9321744
Charter description:	Time Charter Party dated 19 June 2014
Charter Rates:	\$***** (\$***** during optional period) per day (for a 6.5 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, an indirectly wholly owned subsidiary of BG Group plc
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NIBS, TCM, FL 40, SH, SH-DLA, SHCM ABS Additional Notations: RRDA, CRC, SFA 40, RW
Classification Society:	American Bureau of Shipping

Ship E

Name of Ship:	Methane Becki Anne
Owner:	GAS-twenty seven Ltd.
Ship Commitment:	\$106,500,000
Flag State:	Bermuda
Official Number:	740514
IMO Number:	9516129
Charter description:	Master Time Charter Party and Confirmation Memorandum dated 25 March 2015
Charter Rates:	\$***** (for a 9 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, currently a wholly owned subsidiary of BG Energy Holdings Limited
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NBL, FL 40, SH, SH-DLA, SHCM
Classification Society:	American Bureau of Shipping

Schedule 3
Conditions precedent

Part 1
Conditions precedent to this Agreement

1 Obligors' corporate documents

- (a) A copy of the Constitutional Documents of each Obligor.
- (b) A copy of a resolution of the board of directors of each Obligor (or any committee of such board empowered to approve and authorise the following matters):
 - (i) approving the terms of, and the transactions contemplated by, the Transaction Documents (**Relevant Documents**) to which it is a party and resolving that it executes the Relevant Documents;
 - (ii) authorising a specified person or persons to execute the Relevant Documents 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) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.
- (d) A specimen of the signature of each person signing a Finance Document referred to in paragraph (b) above.
- (e) (if a requirement under the Constitutional Documents of each Obligor or Bermudian law) A copy of a resolution signed by all the holders of the issued shares in each Obligor, approving the terms of, and the transactions contemplated by, the Relevant Documents to which such Obligor is a party.
- (f) (if a requirement under the Constitutional Documents of each Obligor or Bermudian law) A copy of a resolution of the board of directors of each corporate shareholder of each Obligor approving the terms of the resolution referred to in paragraph (e) above.
- (g) A certificate of each of GasLog and GLOP (signed by an officer) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments in accordance with the terms of its respective Guarantee would not cause any borrowing, guaranteeing or similar limit binding on any other Obligor to be exceeded.
- (h) A copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor.
- (i) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect 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

- (a) A legal opinion of Norton Rose Fulbright LLP, London addressed to the Arrangers, the Security Agent and the Agent on matters of English law, substantially in the form approved by the Agent.

- (b) A legal opinion of the legal advisers to the Arrangers, the Security Agent and the Agent in England and also each jurisdiction in which an Obligor is incorporated and/or which is the Flag State of a Ship, or in which an Account opened at Utilisation is established 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.

3 Legal and beneficial ownership

The Agent shall have received details of the name, company number and current legal and beneficial owners of the Relevant Company in form and substance acceptable to the Agent.

4 Other documents and evidence

- (a) Evidence that any process agent referred to in clause 44.2 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the first Utilisation Date, if not an Obligor, has accepted its appointment.
- (b) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrowers accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document which is executed on and dated the date of the Agreement or for the validity and enforceability of any Finance Document.
- (c) The Original Financial Statements and any compliance certificate from the Guarantors.
- (d) Evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid on or by the first Utilisation Date.

5 Bank Accounts

Evidence that any Account required to be established under clause 25 (*Bank accounts*) has been opened and that any Account Security in respect of each such Account has been executed and delivered by the Borrowers in favour of the Security Agent and that any notice required to be given to an 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.

6 “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.

7 Guarantees

The Guarantees duly executed.

8 Intercreditor Agreement and Junior Facility Agreement

The Intercreditor Agreement and Junior Facility Agreement duly executed.

9 Charter Documents

A copy, certified by an approved person to be a true and complete copy, of the Charter Documents.

Part 2
Conditions precedent to Utilisation

1 Corporate documents

- (a) A certificate of an authorised signatory of the relevant Owner certifying that each copy document relating to it specified in Part 1 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 Part 1 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 Original Security Documents required to be executed at or before the Utilisation Date for the Ship certifying that each copy document relating to it specified in Part 1 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 Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Utilisation Request

A duly completed Utilisation Request in the form set out in Schedule 4 (*Utilisation Request*).

3 Security

- (a) The Mortgage, Share Security, the Deed of Covenant and the Charter Assignment for the relevant Ship duly executed by the relevant Owner.
- (b) The Quiet Enjoyment Agreement duly executed by the, Security Agent, the relevant Owner and the Charterer.
- (c) Any Manager's Undertaking then required pursuant to the Finance Documents duly executed by the relevant manager.
- (d) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

4 Registration of Ship

Evidence that the relevant Ship:

- (a) is legally and beneficially owned by the relevant Owner and permanently registered in the name of the relevant Owner through the relevant Registry as a Bermudian flagged ship under the laws and flag of the relevant Flag State;
- (b) is operationally seaworthy and in every way fit for service;
- (c) is classed with the relevant Classification free of all requirements and recommendations of the relevant Classification Society;
- (d) is insured in the manner required by the Finance Documents;
- (e) has been delivered, and accepted for service, under the Charter; and
- (f) is free of any other charter commitment which would require approval under the Finance Documents.

5 Mortgage Registration

Evidence that the relevant first Mortgage has been registered against the Ship as a first priority mortgage through the Registry under the laws and flag of its Flag State.

6 Insurance

In relation to the relevant 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.

7 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 relevant Ship for the purposes of that code;
- (b) the safety management certificate in respect of such Ship issued in accordance with the ISM Code;
- (c) the international ship security certificate in respect of such 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 such Ship or in relation to its operation under any applicable law.

8 Value of security

Valuations obtained (not more than 30 days before the relevant Utilisation Date) in accordance with clause 23 (*Minimum security value*) showing that the Security Value of the Ships will be not less than the Minimum Value upon execution of the Security Documents specified in paragraph 3 (*Security*) of this Part 2 of this Schedule.

9 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrowers pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the relevant Utilisation Date.

10 Environmental matters

(Promptly as of the Utilisation Date) copies of the relevant 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 relevant Ship from an approved person.

11 Withholding Tax

If relevant, assurance that any withholding tax will be paid or application to the tax authorities in any Relevant Jurisdiction is or will be sent.

12 Junior Facility Finance Documents

The remaining Junior Facility Finance Documents duly executed.

13 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 the Group) since the date of the Original Financial Statements.

14 Consents

Evidence that any consents required in connection with the delivery of the relevant Ship, the registration of title to the relevant Ship, the registration of the Mortgage over the relevant Ship and the assignment of the Ship's Charter have been obtained.

15 Management Agreement

Where a manager has been approved in accordance with clause 20.4 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the agreement between the relevant Owner and such Manager, relating to the appointment of each Manager and the management services to be provided by it to the relevant Owner in respect of the relevant Ship.

16 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.
- (b) a legal opinion of the legal advisers to the Arrangers, the Security Agent and the Agent in 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.

17 BG Bullet Facilities

Evidence that the relevant tranche of the applicable BG Bullet Facility relating to the relevant Ship will be repaid and cancelled on the Utilisation Date.

18 Prepayment in full of \$135,000,000 junior loan facility to Borrower E and Gas-twenty six Ltd

Evidence that the junior loan facility of up to \$135,000,000 made available to Borrower E and Gas-twenty six Ltd. pursuant to a junior loan agreement dated 25 March 2015 has been or will, on the Utilisation Date, be repaid in full.

**Schedule 4
Utilisation Request**

From: GAS-eighteen Ltd.
GAS-nineteen Ltd.
GAS-twenty Ltd.
GAS-twenty one Ltd.
GAS-twenty seven Ltd.

To: DNB Bank ASA
Dated: [o]

Dear Sirs

**\$396,500,000
Facility Agreement dated [o] 2016 (the "Agreement")**

- 1 We refer to the Agreement. This is a 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 an Advance on the following terms:

Proposed Utilisation Date: [o] (or, if that is not a Business Day, the next Business Day)

Amount: \$[o]
- 3 We confirm that each condition specified in clause 4.4 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
- 4 The purpose of this Advance is [specify purpose complying with clause 3 of the Agreement] and its proceeds should be credited to [o] [specify account].
- 5 [We request that the first Interest Period for the Loan be [●] months.][*Note: first Utilisation only*]
- 6 This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for
GAS-eighteen Ltd.

authorised signatory for
GAS-nineteen Ltd.

authorised signatory for
GAS-twenty Ltd.

authorised signatory for
GAS-twenty one Ltd.

authorised signatory for
GAS-twenty seven Ltd.

**Schedule 5
Form of Transfer Certificate**

To: [o] as Agent

From: **[The Existing Lender]** (the **Existing Lender**) and **[The New Lender]** (the **New Lender**)

Dated:

\$396,500,000 Facility Agreement dated [o] 2016 (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, fax number 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 clause 28.4 (*Limitation of responsibility of Existing Lenders*).
- 4 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.
- 5 The New Lender shall enter into any documentation required for it to accede as a party to the Intercreditor Agreement and any Security Document to which the Existing Lender is a party in its capacity as a Lender.
- 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.

Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in 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 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, fax number and attention details for notices and account details for payments.]

[Existing Lender]

[New Lender]

By:

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.

[Agent]

By:

Schedule 6
Repayment Schedules

GAS-eighteen Ltd.	Amount (\$)
First	1,647,727
Second	1,647,727
Third	1,647,727
Fourth	1,647,727
Fifth	1,647,727
Sixth	1,647,727
Seventh	1,647,727
Eighth	1,647,727
Ninth	1,647,727
Tenth	1,647,727
Eleventh	1,647,727
Twelfth	1,647,727
Thirteenth	1,647,727
Fourteenth	1,647,727
Fifteenth	1,647,727
Sixteenth	1,647,727
Seventeenth	1,647,727
Eighteenth	1,647,727
Nineteen	1,647,727
Twentieth	41,193,187

GAS-nineteen Ltd.	Amount (\$)
First	1,510,417
Second	1,510,417
Third	1,510,417
Fourth	1,510,417
Fifth	1,510,417
Sixth	1,510,417
Seventh	1,510,417
Eighth	1,510,417
Ninth	1,510,417
Tenth	1,510,417
Eleventh	1,510,417
Twelfth	1,510,417
Thirteenth	1,510,417
Fourteenth	1,510,417
Fifteenth	1,510,417
Sixteenth	1,510,417
Seventeenth	1,510,417
Eighteenth	1,510,417
Nineteen	1,510,417
Twentieth	43,802,077

GAS-twenty Ltd.	Amount (\$)
First	1,510,417
Second	1,510,417
Third	1,510,417
Fourth	1,510,417
Fifth	1,510,417
Sixth	1,510,417
Seventh	1,510,417
Eighth	1,510,417
Ninth	1,510,417
Tenth	1,510,417
Eleventh	1,510,417
Twelfth	1,510,417
Thirteenth	1,510,417
Fourteenth	1,510,417
Fifteenth	1,510,417
Sixteenth	1,510,417
Seventeenth	1,510,417
Eighteenth	1,510,417
Nineteen	1,510,417
Twentieth	43,802,077

GAS-twenty one Ltd.	Amount (\$)
First	1,510,417
Second	1,510,417
Third	1,510,417
Fourth	1,510,417
Fifth	1,510,417
Sixth	1,510,417
Seventh	1,510,417
Eighth	1,510,417
Ninth	1,510,417
Tenth	1,510,417
Eleventh	1,510,417
Twelfth	1,510,417
Thirteenth	1,510,417
Fourteenth	1,510,417
Fifteenth	1,510,417
Sixteenth	1,510,417
Seventeenth	1,510,417
Eighteenth	1,510,417
Nineteen	1,510,417
Twentieth	43,802,077

GAS-twenty seven Ltd.	Amount (\$)
First	1,775,000
Second	1,775,000
Third	1,775,000
Fourth	1,775,000
Fifth	1,775,000
Sixth	1,775,000
Seventh	1,775,000
Eighth	1,775,000
Ninth	1,775,000
Tenth	1,775,000

Eleventh	1,775,000
Twelfth	1,775,000
Thirteenth	1,775,000
Fourteenth	1,775,000
Fifteenth	1,775,000
Sixteenth	1,775,000
Seventeenth	78,100,000

THE BORROWERS		SIGNATURES
GAS-eighteen Ltd.		
By: Simon Crowe		/s/ Simon Crowe
GAS-nineteen Ltd.		
By: Simon Crowe		/s/ Simon Crowe
GAS-twenty Ltd.		
By: Simon Crowe		/s/ Simon Crowe
GAS-twenty one Ltd.		
By: Simon Crowe		/s/ Simon Crowe
GAS-twenty seven Ltd.		
By: Simon Crowe		/s/ Simon Crowe
THE ARRANGERS		
ABN AMRO BANK N.V.		
By: Anne Thomas Attorney-in-fact		/s/ Anne Thomas
DNB (UK) LTD		
By: Anne Thomas Attorney-in-fact		/s/ Anne Thomas
DVB BANK AMERICA N.V.		
By: Anne Thomas Attorney-in-fact		/s/ Anne Thomas
THE ORIGINAL LENDERS		
ABN AMRO BANK N.V.		
By: Anne Thomas Attorney-in-fact		/s/ Anne Thomas
DNB (UK) LTD		
By: Anne Thomas Attorney-in-fact		/s/ Anne Thomas

DVB BANK AMERICA N.V.

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

COMMONWEALTH BANK OF AUSTRALIA

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

ING BANK N.V., LONDON BRANCH

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

NATIONAL AUSTRALIA BANK LIMITED

By: Quincy Chan /s/ Quincy Chan
Asset Finance and Lessing

THE BOOKRUNNERS

DNB (UK) LTD

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

ABN AMRO BANK N.V.

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

THE AGENT

DNB BANK ASA, LONDON BRANCH

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

THE SECURITY AGENT

DNB BANK ASA, LONDON BRANCH

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (*****).

Dated 18 February 2016

**GAS-eighteen Ltd. (1)
GAS-nineteen Ltd.
GAS-twenty Ltd.
GAS-twenty one Ltd.
and
GAS-twenty seven Ltd.**

arranged by

**ABN AMRO BANK N.V., (2)
DNB (UK) LTD. (3)
and
DVB BANK AMERICA N.V. (4)**

with

**DNB BANK ASA, LONDON BRANCH (5)
as Agent and Security Agent**

**JUNIOR FACILITY AGREEMENT
\$180,000,000 Loan Facility**

 **NORTON ROSE FULBRIGHT**

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THIS AGREEMENT is dated February 2016 and made between:

- (1) **THE ENTITIES** listed in Schedule 1 as borrowers (the **Borrowers**);
- (2) **ABN AMRO BANK N.V., DNB (UK) LTD.** and **DVB BANK AMERICA N.V.** as mandated lead arrangers (whether acting individually or together, the **Arrangers**);
- (3) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 as lenders (the **Original Lenders**);
- (4) **ABN AMRO BANK N.V.** and **DNB (UK) LTD.** as bookrunners (the **Bookrunners**);
- (5) **DNB BANK ASA, LONDON BRANCH** as agent for the other Finance Parties (the **Agent**); and
- (6) **DNB BANK ASA, LONDON BRANCH** as security agent for the other Finance Parties (the **Security Agent**).

IT IS AGREED as follows:

SECTION 1 - INTERPRETATION

1 Definitions and interpretation

1.1 Definitions

In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

12 Month Expiry Date has the meaning given to such term in clause 23.14.1 (*Additional security 12 months prior to Charter's or Replacement Charter's expiry*).

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, either the Security Agent acting through its London Branch or another bank or financial institution approved by the Majority Lenders at the request of the Borrowers.

Account Security means, in relation to an Account, a second priority deed or other instrument by the relevant Borrower in favour of the Security Agent 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.

Advance A means an advance of the Total Commitments in respect of Ship A up to the lesser of (a) 30,000,000 and (b) 16.67 per cent of the Total Commitments on the date of this Agreement or (as the context may require) the outstanding principal amount of such borrowing.

Advance B means an advance of the Total Commitments in respect of Ship B up to the lesser of (a) 30,000,000 and (b) 16.67 per cent of the Total Commitments on the date of this Agreement or (as the context may require) the outstanding principal amount of such borrowing.

Advance C means an advance of the Total Commitments in respect of Ship C up to the lesser of (a) 30,000,000 and (b) 16.67 per cent of the Total Commitments on the date of this Agreement or (as the context may require) the outstanding principal amount of such borrowing.

Advance D means an advance of the Total Commitments in respect of Ship D up to the lesser of (a) 30,000,000 and (b) 16.67 per cent of the Total Commitments on the date of this Agreement or (as the context may require) the outstanding principal amount of such borrowing.

Advance E means an advance of the Total Commitments in respect of Ship E up to the lesser of (a) 60,000,000 and (b) 33.32 per cent of the total Commitments on the Utilisation Date or (as the context may require) the outstanding principal amount of such borrowing

Advances means Advance A, Advance B, Advance C, Advance D and Advance E and **Advance** means any of them

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 under this Agreement.

Approved Exchange means NYSE, NASDAQ or any other reputable stock exchange agreed by GasLog and the Majority Lenders.

Approved Flag State means each of the Cayman Islands, Hong Kong, Greece, the Marshall Islands, Singapore or the United Kingdom or such other flag state approved by the Lenders.

Approved Valuers means Clarkson Platou Securities, Fearnleys AS, Simpson, Spence & Young Limited, Affinity LNG LLP, Poten & Partners and Braemar Seascope Limited or such other independent reputable shipbrokers in respect of LNG ships agreed between the Borrowers and the Majority Lenders from time to time, provided that any such valuer may be withdrawn from the list of Approved Valuers upon the direction of the Majority Lenders (acting reasonably), in which case such valuer may not then be appointed to provide valuations unless it is once more approved by agreement between the Borrowers and the Majority Lenders.

Auditors means such auditors appointed by the Group from time to time, details of which shall be notified to the Agent as soon as reasonably practicable following appointment.

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.

Available Commitment means a Lender's Commitment minus the amount of its participation in the Loan drawn by the Borrower(s).

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.

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 Accord) 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 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;
- (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; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III”.

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 CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

BG Bullet Facilities means:

- (a) a loan facility of up to \$325,500,000 made available to, among others, Borrower A pursuant to a loan agreement dated 1 April 2014;
- (b) a loan facility of up to \$325,500,000 made available to Borrower B, Borrower C and Borrower D pursuant to a loan agreement dated 14 May 2014;
- (c) a senior loan facility of up to \$325,000,000 made available to Borrower E and Gas-twenty six Ltd. pursuant to a senior loan agreement dated 25 March 2015; and
- (d) a junior loan facility of up to \$135,000,000 made available to Borrower E and Gas-twenty six Ltd. pursuant to a junior loan agreement dated 25 March 2015.

Blocked Deposit Account means any Account described as a “**Blocked Deposit Account**” under clause 25 (*Bank accounts*).

Borrower A means the Borrower described as such in Schedule 1 (*The original parties*).

Borrower B means the Borrower described as such in Schedule 1 (*The original parties*).

Borrower C means the Borrower described as such in Schedule 1 (*The original parties*).

Borrower D means the Borrower described as such in Schedule 1 (*The original parties*).

Borrower E means the Borrower described as such in Schedule 1 (*The original parties*).

Break Costs means the amount (if any) by which:

- (a) the interest (excluding 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 Advance or Unpaid Sum to the last day of the current Interest Period in respect of the Advance 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.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Amsterdam, Piraeus, Paris and (in relation to any date for payment or purchase of dollars) New York.

Change of Control occurs if otherwise than in accordance with the provisions of clause 19.6 (*Change of business or ownership*):

- (a) two or more persons acting in concert or any individual person (other than the current beneficial owners of the Relevant Company) has or acquires the right or ability to control, either directly or indirectly, the affairs or the composition of the majority of the board of directors (or equivalent) of GasLog; or
- (b) GasLog Carriers ceases to be a wholly owned subsidiary of either GasLog or GLOP (if GasLog Carriers has become a wholly owned subsidiary of GLOP in accordance with clause 19.6 (*Change of business or ownership*)); or
- (c) less than a majority of the directors of GLOP are appointed by GasLog Partners GPLLC (on behalf of GasLog); or
- (d) GasLog Partners GPLLC ceases to be a wholly-owned subsidiary of GasLog; or
- (e) GasLog Partners GPLLC ceases to be the general partner of GLOP; or
- (f) GPHL ceases to be a wholly-owned subsidiary of GLOP; or
- (g) Borrower B, Borrower C or Borrower D ceases to be a wholly-owned subsidiary of GPHL or, as the case may be, GasLog Carriers;
- (h) prior to Drop Down 1, either of Borrower A or Borrower E ceases to be a wholly-owned subsidiary of GasLog Carriers; or
- (i) prior to Drop Down 2, the Borrower subject to Drop Down 1 ceases to be a wholly-owned subsidiary of GPHL or the remaining Borrower which continues to be a wholly-owned subsidiary of GasLog Carriers upon or after Drop Down 1 ceases to be a wholly-owned subsidiary of GasLog Carriers ; or
- (j) upon or after Drop Down 2, either of Borrower A or Borrower E ceases to be a wholly-owned subsidiary of GPHL or, as the case may be, GasLog Carriers.

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, in relation to a Ship, the charter commitment for that Ship approved by the Lenders details of which are provided in Schedule 2 (*Ship information*).

Charter Assignment means a second priority assignment by the relevant Owner of its interest in the Charter Documents in favour of the Security Agent in the agreed form.

Charter Documents means, in relation to a Ship, the Charter or a Replacement Charter for that Ship, any documents supplementing it and any guarantee or security given by any person for the relevant Charterer's obligations under it.

Charter Expiry Notice has the meaning given to such term in clause 23.14.1 (*Additional security 12 months prior to Charter's or Replacement Charter's expiry*).

Charter Master Agreement means the master time charter party agreement in respect of Ship E (among others) dated 25 March 2015 entered into between Borrower E, GAS-twenty six Ltd. and the Charterer.

Charterer means, in relation to a Ship, the charterer named in Schedule 2 (*Ship information*) as charterer of that Ship, or such other charterer of that Ship under a Replacement Charter.

Classification means, in relation to a Ship, the classification specified in respect of such 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 or delayed), at the request of the relevant Owner.

Classification Society means, in relation to a Ship, the classification society specified in Schedule 2 (*Ship information*) or another classification society being a member of the International Association of Classification Societies or, if such association no longer exists, any similar association nominated by the Borrowers and, in any event, as approved by the Majority Lenders as its Classification Society (such approval not to be unreasonably withheld or delayed), at the request of the relevant Owner.

Code means the US Internal Revenue Code of 1986.

Commercial Manager means GasLog or another manager appointed as the commercial manager of a Ship by the relevant Owner in accordance with clause 20.4 (*Manager*).

Commitment means:

- (a) in relation to an Original Lender, the amount set opposite its name under 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.

Confidential Information means all information relating to an Obligor, the Group, the Finance Documents, the Charter Documents 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:

- (i) information that:
 - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 40 (*Confidentiality*); or

- (B) is identified in writing at the time of delivery as non-confidential by any Group Member or any of its advisers; or
 - (C) 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; and
- (ii) any Funding Rate or Reference Bank Quotation.

Confirmation Memorandum means the confirmation memorandum in respect of Ship E regulated by the Charter Master Agreement, details of which are provided in Schedule 2 (*Ship information*).

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, bye-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

CRD IV means directive 2013/36/EU of the European Union.

CRR means regulation 575/2013 of the European Union.

Deed of Covenant means, in relation to a Ship, a second deed of covenant by the relevant Owner 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 an Advance available or has notified the Agent that it will not make its participation in an Advance available by the Utilisation Date of that Advance in accordance with clause 5.4 (*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 Disruption Event; andpayment is made within three 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.

Disposal Repayment Date means in relation to:

- (a) a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date; and

- (b) a sale of a Mortgaged Ship by the relevant Owner, 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.

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.

Drop Down means either a Drop Down 1 or a Drop Down 2.

Drop Down 1 means a transfer of shares in either one of Borrower A or Borrower E to GPHL or GLOP directly or indirectly, in accordance with the provisions of clause 19.6 (*Change of business or ownership*) and being the first such transfer to occur.

Drop Down 2 means a transfer of shares in both Borrower A and Borrower E or, if a Drop Down 1 has previously occurred, a transfer of the shares in whichever of Borrower A or Borrower E remained with Gaslog Carriers following Drop Down 1, in either case, to GPHL or GLOP directly or indirectly, in accordance with the provisions of clause 19.6 (*Change of business or ownership*).

Earnings means, in relation to a Ship and a person, all money at any time payable (actually or contingently) to that person for or in relation to the use or operation of such Ship including, but not limited to, freight, hire and passage moneys, money payable to that person for the provision of services by or from such 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.

Enforcement Costs means any costs, expenses, liabilities or other amounts in respect of which any amount is payable under clauses 14.4 (*Indemnity concerning security*) or 16.3 (*Enforcement, preservation and other costs*) or under any other Finance Document to which those provisions apply and any remuneration payable to a Receiver in connection with any Security Documents.

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 Fleet 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 under this Agreement as described in clause 2 (*The Facility*).

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 Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or
- (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 irrevocably, indefeasibly and unconditionally been fully paid and discharged.

FATCA means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or 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;
- (b) in relation to a "withholdable payment" described in section 1473(1)(A)(ii) of the Code (which relates to "gross proceeds" from the disposition of property of a type that can produce interest from sources within the US), 1 January 2019; or
- (c) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraphs (a) or (b) above, 1 January 2019,

or, in each case, such other date from which such payment may become subject to a deduction or withholding required by FATCA as a result of any change in FATCA after the date of this Agreement.

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 Letter means any letter dated on or before the date of this Agreement between the Arrangers (or any of them) and the Borrowers (or the Agent or the Bookrunner and the Borrowers) setting out, inter alia, any of the fees referred to in clause 11 (*Fees*).

Final Repayment Date means, in relation to each Advance, subject to clause 33.7 (*Business Days*), the earlier of (a) 24 months after the relevant Utilisation Date for that Advance and (b) 8 April 2018.

Finance Documents means this Agreement, any Fee Letter, the Security Documents, any Transfer Certificate, the Intercreditor Agreement and any deed of accession supplemental to it and any other document designated as such by the Agent and the Borrowers.

Finance Party means the Agent, the Security Agent, any Arranger, the Bookrunner or a Lender.

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 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 shall be taken into account and/or, if any actual amount is due as a result of the termination or close out of a Treasury Transaction, that also 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 for any of the items referred to in paragraphs (a) to (i) above.

Flag State means, in relation to a Ship, the country specified in respect of such Ship 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 in writing by the Lenders in accordance with clause 20.1(b), at the request of the relevant Owner, as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

Fleet Vessel means each Ship and any other vessel directly or indirectly owned by any Obligor or any Subsidiary of an Obligor.

Funding Rate means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of clause 10.4 (*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 means the company described as such in Schedule 1 (*The original parties*).

GasLog Carriers means the company described as such in Schedule 1 (*The original parties*).

GasLog Carriers Guarantee means the guarantee, executed by GasLog Carriers in favour of the Security Agent in the agreed form.

GasLog Guarantee means the guarantee, executed by GasLog in favour of the Security Agent in the agreed form.

GasLog LNG means the company described as such in Schedule 1 (*The Original Parties*).

GLOP means GasLog Partners LP, a master limited partnership formed under the laws of the Marshall Islands and listed with an Approved Exchange.

GLOP Guarantee means the guarantee to be executed by GLOP in favour of the Security Agent in the agreed form pursuant to clause 19.6 (*Change of business or ownership*).

GPHL means GasLog Partners Holdings LLC, a limited liability corporation incorporated under the laws of the Marshall Islands.

GPHL Guarantee means the guarantee to be executed by GPHL in favour of the Security Agent in the agreed form pursuant to clause 19.6 (*Change of business or ownership*).

Group means GasLog and its Subsidiaries for the time being and GLOP and its Subsidiaries for the time being save that:

- (a) for the purposes of clause 18.1 (Financial Statements) in relation to GasLog or clause 5 of the GasLog Guarantee (financial covenants), 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 of the GLOP Guarantee (financial covenants), 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 Group.

Guarantees means:

- (a) prior to Drop Down 2, the GasLog Guarantee, the GasLog Carriers Guarantee, the GLOP Guarantee and GPLH Guarantee; or
- (b) upon or after Drop Down 2, the GasLog Guarantee, the GLOP Guarantee and GPLH Guarantee,

and **Guarantee** means any of them.

Guarantors means:

- (a) prior to Drop Down 2, GasLog, GasLog Carriers, GPLH and GLOP; or
- (b) upon or after Drop Down 2, GasLog, GLOP and GPLH,

and **Guarantor** means any of them.

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

Increased Costs has the meaning given to it in clause 13.1 (*Increased Costs*).

Indemnified Person means:

- (a) each Finance Party and each Receiver and any attorney, agent or other person appointed by them under the Finance Documents;
- (b) each Affiliate of each Finance Party and each Receiver; and
- (c) any officers, employees or agents of each Finance Party and each Receiver.

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;
- (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, other than, in each case, any Undisclosed Administration;
- (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, other than, in each case, any Undisclosed Administration;
- (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, in relation to a Ship, a notice of assignment in the form scheduled to such Ship's Deed of Covenant or in another form approved by the Lenders.

Insurances means, in relation to a 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 such Ship's owner or the joint names of its owner and any other person in respect of or in connection with such Ship and/or its owner'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.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Agreement and entered into between, inter alios, the Agent, the Security Agent, the Lenders, the Borrowers and the Senior Finance Parties.

Interest Period means, in relation to an Advance, 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 an Advance 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; and

- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period,

each as of 11:00 a.m. on the Quotation Day.

Last Availability Date means 8 April 2016 (or such later date as may be approved by the Lenders).

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 the Foreign Limitation Period 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 the legal opinions provided to the Agent pursuant to the conditions precedent set out in Schedule 3 (*Conditions precedent*); and
- (e) the principle that an assignment of protection and indemnity risks insurance may only be valid and effective against a third party for limited purposes permitted under the terms of the entry of a Ship with a protection and indemnity risks association, as supplemented by any letter of undertaking issued by such a protection and indemnity risks association.

Lender means:

- (a) any Original Lender; and
- (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.

LIBOR means, in relation to an Advance or any part of it or any Unpaid Sum:

- (a) the applicable Screen Rate; or
- (b) if no Screen Rate is available for dollars for the relevant Interest Period, the Interpolated Screen Rate for the relevant Interest Period; or
- (c) if no Screen Rate is available for dollars for the relevant Interest Period and it is not possible to calculate an Interpolated Screen Rate for that Interest Period, the Reference Bank Rate,

as of 11:00 a.m. on the Quotation Day for the offering of deposits in dollars for a period equal in length to the Interest Period for the Advance or relevant part of it or Unpaid Sum and, if 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.

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to such Ship's Deed of Covenant or in another form approved by the Lenders.

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 in respect of each of Ship A, Ship B, Ship C and Ship D, \$3,000,000 (or the equivalent in any other currency) and in respect of Ship E \$5,000,000 (or the equivalent in any other currency).

Majority Lenders means:

- (a) if no part of the Loan is then outstanding, a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}$ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66\frac{2}{3}$ per cent of the Total Commitments immediately prior to the reduction); or
- (b) at any other time, a Lender or Lenders whose participations in the Loan aggregate more than $66\frac{2}{3}$ per cent of the Loan.

Manager means the Commercial Manager or the Technical Manager (as the case may be) and **Managers** mean both of them.

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Security Agent in the agreed form pursuant to clause 20.4 (*Manager*).

Margin means:

- (a) for the period from the date of this Agreement until the date six months after the first Utilisation Date (the **Initial Period**), 4 per cent per annum;
- (b) for the period from the end of the Initial Period until the date twelve months after the first Utilisation Date (the **Second Period**), 4.5 per cent per annum;
- (c) for the period from the end of the Second Period until the date fifteen months after the first Utilisation Date (the **Third Period**), 5 per cent per annum;
- (d) for the period from the end of the Third Period until the date eighteen months after the first Utilisation Date (the **Fourth Period**), 5.5 per cent per annum;
- (e) for the period from the end of the Fourth Period until the date twenty one months after the first Utilisation Date (the **Fifth Period**), 6 per cent per annum;
- (f) for the remainder of the Facility Period, 6.5 per cent per annum.

Material Adverse Effect means

- (a) in respect of clauses 17.5.2, 17.14.2, 17.15, 17.16, 17.17 and 17.18 on the dates of this Agreement, the first Utilisation Request and the first Utilisation only, a material adverse effect on:
 - (i) the business, operations, property, financial condition or performance of any of the Obligors or the Group taken as a whole;

- (ii) the ability of an Obligor to perform its obligations under any of the Finance Documents; and
 - (iii) 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, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents; and
- (b) at all other times, a material adverse effect on:
 - (i) the business, operations, property, financial condition or performance of any of the Obligors or the Group taken as a whole, which prejudices the ability of an Obligor to perform its obligations under the Finance Documents; or
 - (ii) the validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Minimum Value means 115 per cent of the aggregate of the Loan and, if any, the Senior Loan outstanding at such time.

Mortgage means, in relation to a Ship, a second priority or, as applicable, preferred, mortgage of the Ship in the agreed form by the relevant Owner in favour of the Security Agent.

Mortgage Period means, in relation to a Ship, the period from the date the Mortgage over such Ship is executed and registered until the date such Mortgage is released and discharged or the Total Loss Repayment Date.

Mortgaged Ship means, at any relevant time, any Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

Obligors means the parties to the Finance Documents (other than Finance Parties, the Charterers and the Managers) and **Obligor** means any one of them.

Original Financial Statements means:

- (a) the audited consolidated financial statements of the Group for its financial year ended 31 December 2014;
- (b) the unaudited financial statements of each of the Borrowers and each of the Guarantors (other than GasLog) for their respective financial years ended 31 December 2014 other than in respect to GAS-twenty seven Ltd; and
- (c) the unaudited financial statements for GAS-twenty seven Ltd. for the half year ended 30 June 2015.

Original Security Documents means:

- (a) the Guarantees;

- (b) the Mortgage over each of the Ships;
- (c) the Deed of Covenant in relation to each of the Ships;
- (d) the Share Security in relation to each Borrower;
- (e) the Charter Assignment in relation to each Ship's Charter Documents;
- (f) the Account Security;
- (g) any Manager's Undertaking in relation to a Ship if required under clause 20.4 (*Manager*); and
- (h) the Quiet Enjoyment Agreement in relation to each of the Ships.

Owner means, in relation to a Ship, the Borrower specified against the name of such Ship in Schedule 2 (*Ship information*).

Participating Member State means any member state of the European Union that has 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.

Permitted Maritime Liens means, in relation to a Ship:

- (a) unless a Default is continuing, any ship repairer's or outfitter's possessory lien in respect of such Ship for an amount not exceeding the Major Casualty Amount for such Ship (unless the relevant Owner has established to the reasonable satisfaction of the Agent that it has sufficient reserves with the Account Bank to pay for the cost of such work in accordance with clause 21.14 (*Repairer's liens*));
- (b) any lien on such Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading;
- (c) 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 such Ship, in each case securing obligations not more than 30 days overdue;
- (d) any lien on such Ship for salvage; and
- (e) any other lien on such Ship arising in the ordinary course of trading by statute or by operation of law in respect of obligations which are not more than 14 days overdue or which are being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided) so long as any such proceedings or the continued existence of such lien do not involve any likelihood of the arrest, sale, forfeiture or loss of, or of any interest in, such Ship or any interference with its operation.

Permitted Security Interests means, in relation to any Ship, any Security Interest over it which is:

- (a) granted under the Finance Documents; or
- (b) during the Senior Facility Period, granted under the Senior Facility Security Documents; or
- (c) a Permitted Maritime Lien; or

- (d) any Security Interest created in favour of a claimant or defendant in any proceedings or arbitration as security for costs and expenses while a Borrower is actively pursuing a claim or defending such proceedings or arbitration in good faith; or
- (e) any 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
- (f) approved by the Majority Lenders,

PROVIDED that in the case of (d) and (e) 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 held with the Account Bank in an Account acceptable to the Agent.

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.

Prohibited Person means any person:

- (a) with whom transactions are prohibited or restricted under:
 - (i) OFAC; or
 - (ii) any other United States of America government sanction, laws or regulations 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;
 - (iii) European Union sanctions laws or regulations, 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;
 - (iv) United Kingdom government sanctions laws or regulations, including without limitation persons or organisations on Her Majesty's Treasury's Consolidated List of Financial Sanctions Targets and Investment Ban List;
 - (v) United Nations sanctions laws or regulations, including without limitation persons or organisations on the United Nations Consolidated List established and maintained by the 1267 Committee;
 - (vi) Australian sanctions law or regulations, including without limitation persons or organisations on the sanctions list issued and administered by the Australian Department of Foreign Affairs and Trade;
 - (vii) Norwegian sanctions laws or regulations, including without limitation persons or organisations on the sanctions lists issued and administered by the Norwegian Ministry of Foreign Affairs; and
 - (viii) any similar list issued by any Sanctions Authorities.

Quiet Enjoyment Agreement means, in respect of a Ship, a letter by the Security Agent addressed to, and acknowledged by, the relevant Charterer of the Ship in an agreed form.

Quotation Day means, in relation to any period for which an interest rate is to be determined, two Business Days 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.

Reference Bank Quotation means any quotation supplied to the Agent by a Reference Bank.

Reference Bank Rate means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks:

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank could borrow funds in the Interbank Market, in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant currency and period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.

Reference Banks means the principal offices in London of DNB Bank ASA, ABN AMRO Bank N.V. and/or such other entities as may be appointed by the Agent with the consent of the Borrowers.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner's title to such Ship and the relevant Mortgage under the laws of its Flag State.

Relevant Company means a person acceptable to the Lenders in their discretion which shall on or before the date of this Agreement be identified to the Lenders.

Relevant Percentage means in relation to each of Ship A, Ship B, Ship C and Ship D, 16.67 per cent and, in relation to Ship E, 33.32 per cent.

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.

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 (*Legal and beneficial ownership*), 17.22 (*Shares*), 17.24 (*No adverse consequences*), 17.25 (*Copies of documents*), 17.26 (*No breach of any Charter Document*), 17.27 (*No immunity*), 17.31 (*Sanctions*) and 17.32 (*No money laundering*).

Replacement Charter means, in relation to a Ship, a charter commitment in respect of that Ship (other than the Charter for that Ship) which:

- (a) is approved by the Lenders;
- (b) is for a period and at a charter rates approved by the Lenders;
- (c) is in full force and effect;
- (d) is entered into with a Charterer whose credit standing is approved by the Lenders;
- (e) is subject to a Security Interest which is granted in favour of the Security Agent;
- (f) if relevant, is subject to a Quiet Enjoyment Agreement; and
- (g) satisfies such other terms as may reasonably be required by the Agent (acting on the instructions of the Lenders).

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Revenue Account means any Account designated as a "**Revenue Account**" under clause 25 (*Bank accounts*).

Reverse Drop Down means, in respect of any Borrower which is owned by GPLH or GLOP directly or indirectly, a transfer of its shares to GasLog or a Subsidiary of GasLog, in accordance with the provisions of clause 19.6 (*Change of business or ownership*).

Sanctions means any economic or trade sanctions laws, regulations, order or embargoes administered, enacted or enforced by any Sanctions Authority.

Sanctions Authority means any of:

- (a) the government of the United States of America;
- (b) the United Nations;
- (c) the government of United Kingdom;
- (d) the European Union (and/or any member state thereof); or
- (e) the government of Australia;
- (f) the government of Norway; and
- (g) in respect of an Obligor, its jurisdiction of incorporation,

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), the Norwegian Ministry of Foreign Affairs and the Australian Department of Foreign Affairs and Trade

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 may specify another page or service displaying the relevant rate after consultation with the Borrowers and the Lenders.

Security Agent includes any person as may be appointed security agent and trustee for the Lenders under this Agreement.

Security Documents means:

- (a) the Original Security Documents; and
- (b) any other document as may after the date of this Agreement 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 aggregate of the values of the Mortgaged Ships which have not then become a Total Loss or been sold in accordance with clause 7.6.2 (*Sale or Total Loss*) (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) and (b) the value of any additional security then held by the Security Agent provided under clause 23 (*Minimum security value*), in each case as most recently determined in accordance with this Agreement.

Senior Facility means the loan facility of up to \$396,500,000 made, or as the context may require, to be made available to the Borrowers on or about the date hereof pursuant to the Senior Facility Agreement.

Senior Facility Agreement means the facility agreement in respect of the Senior Facility entered or, as the context may require, to be entered into between, the Borrowers and the Senior Facility Finance Parties.

Senior Facility Finance Documents means the documents described as "Finance Documents" under the Senior Facility Agreement.

Senior Facility Finance Parties means the banks and financial institutions which are party to the Senior Facility Agreement.

Senior Facility Period means the period from and including the date of the Senior Facility Agreement to and including the date on which the Total Commitments (as such term is defined in the Senior Facility Agreement) in respect of the Senior Facility have reduced to zero and all indebtedness of the Obligors under the Senior Finance Documents have irrevocably and unconditionally been fully paid and discharged.

Senior Facility Security Documents means any Security Interest granted by the Obligors to secure the Senior Facility and which are approved pursuant to the Intercreditor Agreement.

Senior Loan means the loan made or to be made under the Senior Facility or the principal amount outstanding for the time being of that loan.

Share Security means, in relation to each Borrower, the document constituting a second Security Interest by its Holding Company in favour of the Security Agent in the agreed form in respect of all of the shares in such Borrower.

Ship A means the ship described as such in Schedule 2 (*Ship information*).

Ship B means the ship described as such in Schedule 2 (*Ship information*).

Ship C means the ship described as such in Schedule 2 (*Ship information*).

Ship D means the ship described as such in Schedule 2 (*Ship information*).

Ship E means the ship described as such in Schedule 2 (*Ship information*).

Ship Commitment means, in relation to a Ship, the amount specified against the name of such Ship in Schedule 2 (*Ship information*), as cancelled or reduced pursuant to any provision of this Agreement.

Ship Representations means each of the representations and warranties set out in clauses 17.28 (*Ship status*) and 17.29 (*Ship's employment*).

Ships means each of Ship A, Ship B, Ship C, Ship D and Ship E, each as described in Schedule 2 (*Ship information*) and **Ship** means any of them.

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 per cent.

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 GasLog LNG or another manager appointed as the technical manager of a Ship by the relevant Owner in accordance with clause 20.4 (*Manager*).

Total Commitments means the aggregate of the Commitments as at the date of this Agreement, being an amount equal to the lesser of (i) \$180,000,000 and (ii) 25 per cent. of the aggregate market value of the Ships as determined pursuant to clause 23 (*Minimum security value*).

Total Loss means, in relation to a vessel, its:

- (a) actual, constructive, compromised or arranged total loss; or
- (b) requisition for title, confiscation or other compulsory acquisition by a government entity;
- (c) condemnation, capture, seizure, arrest or detention for more than 30 days; or
- (d) hijacking or theft for more than 60 days.

Total Loss Date means, in relation to the Total Loss of a vessel:

- (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 or theft, the date 60 days after the date upon which it happened.

Total Loss Repayment Date means where a Ship has become a Total Loss, the earlier of:

- (a) the date 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.

Transaction Document means:

- (a) each of the Finance Documents;
- (b) each of the Senior Facility Finance Documents; and
- (c) each Charter Document.

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 Borrowers or at any time after the occurrence of an Event of Default, in any other form required by the Agent.

Transfer Date means, in relation to a transfer, 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;
- (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 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).

Undisclosed Administration means, in relation to a Lender, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the laws of the country where that Lender is subject to home jurisdiction supervision and/or regulation, if applicable law requires that such appointment is not to be publicly disclosed.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

US means the United States of America.

Utilisation means the making of an Advance.

Utilisation Date means the date on which a 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

1.2.1 Unless a contrary indication appears, any reference in any of the Finance Documents to:

- (a) 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;
- (b) 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;
- (c) words importing the plural shall include the singular and vice versa;
- (d) a time of day are to London time;
- (e) any person includes its successors in title, permitted assignees or transferees;
- (f) 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;
- (g) 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 in GasLog by any of them, either directly or indirectly to obtain or consolidate control of GasLog;

- (h) **agreed form** means:
- (i) where a Finance Document has already been executed by the Agent or the Security Agent, such Finance Document in its executed form;
 - (ii) 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 the Lenders) and the Borrowers, 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 by the Lenders at the request of the Borrowers;
- (i) **approved by the Majority Lenders** and **approved** mean approved in writing by the Agent acting on the instructions of the Majority Lenders (on such conditions as they may respectively impose) and **approval** and **approve** shall be construed accordingly;
- (j) **assets** includes present and future properties, revenues and rights of every description;
- (k) an **authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration;
- (l) **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;
- (m) **control** of an entity means:
- (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of that entity; or
 - (B) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or
 - (C) 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
 - (ii) the holding beneficially of more than 50 per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);
- and **controlled** shall be construed accordingly;
- (n) 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;
- (o) **dollar/\$** means the lawful currency of the United States of America;
- (p) 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**);

- (q) a **government entity** means any government, state or agency of a state;
- (r) a group of Lenders includes all the Lenders;
- (s) 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;
- (t) **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;
- (u) **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:
 - (i) 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);
 - (ii) if there is no numerically corresponding day in that month, that period shall end on the last Business Day in that month; and
 - (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end,
 and the above rules will only apply to the last month of any period;
- (v) an **obligation** means any duty, obligation or liability of any kind;
- (w) 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);
- (x) pay, prepay or repay in clause 26 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;
- (y) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (z) 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;
- (aa) **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;
- (bb) **trustee, fiduciary and fiduciary duty** has in each case the meaning given to such term under applicable law;
- (cc) (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;

(dd) an entity is a “**wholly-owned subsidiary**” of another entity if it has no members except that other and that other’s wholly-owned subsidiaries or persons acting on behalf of that other or its wholly-owned subsidiaries; and

(ee) a provision of law is a reference to that provision as amended or re-enacted.

1.2.2 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.

1.2.3 Section, clause and Schedule headings are for ease of reference only.

1.2.4 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.

1.2.5 A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived to the satisfaction of the Agent acting on the instructions of the Lenders 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 the Lenders.

1.2.6 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

1.3.1 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 to enjoy the benefit of any term of the relevant Finance Document.

1.3.2 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 (unless otherwise provided by this Agreement).

1.3.3 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 the Intercreditor Agreement and 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 the Intercreditor Agreement and other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

1.6 **Intercreditor Agreement**

The terms of the Finance Documents are subject to the terms of the Intercreditor Agreement and, in the event of any conflict between any provision of any Finance Documents and any provision of the Intercreditor Agreement, the relevant provision of the Intercreditor Agreement shall prevail.

SECTION 2 - THE FACILITY

2 The Facility

2.1 The Facility

Subject to the terms of this Agreement, the Lenders agree to make available to the Borrowers a term loan facility in an aggregate amount equal to the Total Commitments.

2.2 Finance Parties' rights and obligations

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 A Finance Party may, except as otherwise stated in the Finance Documents (including clauses 30.27 (*All enforcement action through the Security Agent*)) and 31.2 (*Finance Parties acting together*), separately enforce its rights under the Finance Documents.

2.3 Borrowers' rights and obligations

- 2.3.1 The obligations of each Borrower under this Agreement are joint and several. Failure by a Borrower to perform its obligations under this Agreement shall constitute a failure by all of the Borrowers.
- 2.3.2 Each Borrower irrevocably and unconditionally jointly and severally with each other Borrower:
 - (a) agrees that it is responsible for the performance of the obligations of each other Borrower under this Agreement;
 - (b) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Borrowers under this Agreement; and
 - (c) agrees with each Finance Party that, if any obligation of another Borrower under this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of another Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by that other Borrower under this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
- 2.3.3 The obligations of each Borrower under the Finance Documents shall continue until all amounts which may be or become payable by the Borrowers under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- 2.3.4 If any discharge, release or arrangement (whether in respect of the obligations of a Borrower or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Borrowers under this Agreement will continue or be reinstated as if the discharge, release or arrangement had not occurred.

- 2.3.5 The obligations of each Borrower under the Finance Documents shall not be affected by an act, omission, matter or thing which, but for this clause (whether or not known to it or any Finance Party), would reduce, release or prejudice any of its obligations under the Finance Documents including:
- (a) any time, waiver or consent granted to, or composition with, any Obligor or 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 an Obligor or any other person;
 - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a 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.
- 2.3.6 Each Borrower waives any right it may have of first requiring any 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 that Borrower under any Finance Document. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- 2.3.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, each Finance Party (or any trustee or agent on its behalf) may:
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Borrower will be entitled to the benefit of the same; and
 - (b) hold in an interest-bearing suspense account any money received from any Borrower or on account of any Borrower's liability under any Finance Document.
- 2.3.8 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 and unless the Agent otherwise directs (on such terms as it may require), no Borrower shall 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 by another Obligor;
 - (b) to claim any contribution from any other Obligor or any guarantor of any Obligor's obligations under the Finance Documents; and/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 guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

3 Purpose

3.1 Purpose

The Borrowers shall apply all amounts borrowed under the Facility in accordance with this clause 3.

3.2 Use

The Ship Commitment for each Ship shall be made available solely for the purpose of refinancing outstanding amounts owing by the Owners of the Ships under the BG Bullet Facilities.

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 Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) in relation to any Utilisation if on or before the date of this Agreement, 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 this Agreement*) in form and substance satisfactory to the Agent.

4.2 Conditions precedent to Utilisation

The Ship Commitment in respect of a Ship 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 2 of Schedule 3 (*Conditions precedent to Utilisation*) in relation to such Ship in form and substance satisfactory to the Agent.

4.3 Notice to Lenders

The Agent shall notify the Borrowers and the Lenders promptly upon receiving and being satisfied with all of the documents and evidence delivered to it under this clause 4.

4.4 Further conditions precedent

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Utilisation;
- (b) the Repeating Representations and, in relation to the first Utilisation, all of the other representations set out in clause 17 (*Representations*), are true; and
- (c) in relation to the Utilisation of the Ship Commitment for a Ship, the Ship Representations are true so far as they relate to that Ship.

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, provided however that the conditions set out under clauses 2, 6, 7, 8 and 9 of Part 1 and clauses 3, 5, 6, 8 ,9, 12, 16, 17 and 18 of Part 2 of Schedule 3 (*Conditions Precedent*) may only be waived by the Agent acting on the instructions of all the Lenders.

SECTION 3 - UTILISATION

5 Utilisation

5.1 Delivery of a Utilisation Request

The Borrowers may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than 11:00 a.m. five Business Days before the proposed Utilisation Date.

5.2 Completion of a Utilisation Request

5.2.1 A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

- (a) the proposed Utilisation Date, in respect of an Advance, is a Business Day falling not later than the Last Availability Date;
- (b) the currency and amount of the Utilisation comply with clause 5.3 (*Currency and amount*);
- (c) the proposed Interest Period complies with clause 9 (*Interest Periods*); and
- (d) it identifies the purpose for the Utilisation and that purpose complies with clause 3 (*Purpose*) and it identifies the relevant Ship Commitments to which it relates.

5.2.2 Up to five Advances (one in respect of each Ship) may be requested in the Utilisation Request.

5.3 Currency and amount

5.3.1 The currency specified in a Utilisation Request must be dollars and the amount of the proposed Advance must, in relation to a Ship, be the lesser of: (a) the Ship Commitment for that Ship and (b) the Relevant Percentage for that Ship of the Total Commitments or, if less, the undrawn amount of the Available Facility (which amount when aggregated with the outstanding Loan must not exceed the Total Commitments) and PROVIDED THAT the Security Value of the Ships shall always exceed the Minimum Value.

5.3.2 Only one Utilisation may be made in respect of each Ship.

5.4 Lenders' participation

5.4.1 If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Advance available by the Utilisation Date through its Facility Office.

5.4.2 The amount of each Lender's participation in the Advance will be equal to the proportion borne by its Commitment to the Total Commitments immediately prior to making the Advance.

5.4.3 The Agent shall promptly notify each Lender of the amount of the Advance and the amount of its participation in the Advance.

5.4.4 The Agent shall pay all amounts received by it in respect of each Advance (and its own participation in it, if any) to the Borrowers or for the account of any of them in accordance with the instructions contained in the Utilisation Request.

SECTION 4 - REPAYMENT, PREPAYMENT AND CANCELLATION

6 Repayment

On the applicable Final Repayment Date (without prejudice to any other provision of this Agreement) each Advance 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, in any applicable jurisdiction, it becomes unlawful or otherwise impossible for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loan or it becomes unlawful for any Holding Company 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 Borrowers, the Available Commitment of that Lender will be immediately cancelled and any undrawn Advances shall each be correspondingly reduced rateably; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to clause 39.5 (*Replacement of Lender*), the Borrowers shall repay that Lender's participation in the Loan on the last day of the Interest Period occurring after the Agent has notified the Borrowers or, if earlier, the date specified by that Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lenders' corresponding Commitment shall be cancelled in the amount of the participation repaid.

7.2 Change of Control, Drop Down and transfer of shares in Gaslog Carriers

- 7.2.1 If there is a Change of Control, the Agent shall by notice to the Borrowers cancel the Total Commitments, with effect from the date 10 Business Days after such Change of Control occurs, and the Borrowers shall prepay the Loan within 10 Business Days after such Change of Control in full together with all other amounts outstanding under this Agreement and the other Finance Documents.
- 7.2.2 If GasLog ceases to be listed on an Approved Exchange or, in the case of GLOP, if GLOP ceases to be listed on an Approved Exchange for any reason other than as a result of a decision to de-list taken voluntarily by or on behalf of GLOP, the Agent shall cancel the Total Commitments, with effect from the date 10 Business Days after such de-listing occurs, and the Borrowers shall prepay the Loans within 10 Business Days after such de-listing occurs in full together with all other amounts outstanding under this Agreement and the other Finance Documents.
- 7.2.3 Upon the occurrence of a Drop Down in respect of any Borrower or Borrowers, the Borrowers shall prepay the Advance under this Facility in respect of the Ship or Ships owned by the Borrower or Borrowers subject to the Drop Down.
- 7.2.4 Upon the occurrence of a transfer of shares of Gaslog Carriers to GLOP or to a wholly owned direct Subsidiary of GLOP, the Borrowers shall prepay the Advance or Advances under this Facility in respect of the Ship or Ships owned by the Borrower or Borrowers which, as at the time of such transfer, are wholly owned Subsidiaries of Gaslog Carriers.

7.3 Voluntary cancellation

The Borrowers may, if they give the Agent not less than 10 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of \$5,000,000 and a multiple of \$1,000,000) of any part of any Ship Commitment which is undrawn at the proposed date of cancellation. Any cancellation under this clause 7.3 shall reduce the Commitments of the Lenders rateably.

7.4 Voluntary prepayment

7.4.1 Subject to clause 7.4.2 the Borrowers may, if they give the Agent not less than ten Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of an Advance (but if in part, being an amount that reduces the amount of the relevant Advance by a minimum amount of \$5,000,000 and which is a multiple of \$1,000,000) on the last day of an Interest Period in respect of the amount to be prepaid.

7.4.2 Prepayments under clause 7.4.1 above shall, at the election of the Borrowers (subject to no Event of Default having occurred and being continuing) be applied either:

- (a) in whole, to an Advance in respect of any Ship (other than Ship E) including the relevant advance for that Ship under the Senior Facility; or
- (b) in part or in whole, in prepayment of the Loan and the Senior Loan and in such case the prepayment shall be applied across the Loan (on a pro rata basis) in the first instance and then pro rata to the Advances under the Senior Facility.

7.5 Right of replacement or cancellation and prepayment in relation to a single Lender

7.5.1 If:

- (a) any sum payable to any Lender by an Obligor is required to be increased under clause 12.2 (*Tax gross-up*);
- (b) any Lender claims indemnification from the Borrowers under clause 12.3 (*Tax indemnity*) or clause 13.1 (*Increased Costs*); or
- (c) any Lender becomes a Defaulting Lender;

the Borrowers 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 its intention to procure the repayment of that Lender's participation in the Loan or give the Agent notice of its intention to replace that Lender in accordance with clause 7.5.4.

7.5.2 On receipt of a notice referred to in clause 7.5.1 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 7.5.4) the Total Commitments shall each be reduced accordingly. The Agent shall as soon as practicable after receipt of a notice referred to in clause 7.5.1(c) above, notify all the Lenders.

7.5.3 On the last day of each Interest Period which ends after the Borrowers have given notice under clause 7.5.1 above in relation to a Lender (or, if earlier, the date specified by the Borrowers in that notice), the Borrowers shall repay that Lender's participation in the Loan.

7.5.4 The Borrowers may, in the circumstances set out in clause 7.5.1, 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 Borrowers which confirms its willingness to undertake and does undertake all the obligations of the assigning Lender in

accordance with clause 28 (*Changes to the Lenders*) for a purchase price in cash or other cash payment payable at the time of the assignment equal to the aggregate of:

- (a) the outstanding principal amount of such Lender's participation in the Loan;
- (b) all accrued interest owing to such Lender;
- (c) except where the relevant Lender is being replaced because it has become a Defaulting Lender, the Break Costs which would have been payable to such Lender pursuant to clause 10.6 (*Break Costs*) had the Borrowers prepaid in full that Lender's participation in the Loan on the date of the assignment; and
- (d) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.

7.5.5 The replacement of a Lender pursuant to clause 7.5.4 shall be subject to the following conditions:

- (a) the Borrowers shall have no right to replace the Agent;
- (b) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
- (c) in no event shall the Lender replaced under clause 7.5.4 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
- (d) the Lender shall only be obliged to assign its rights pursuant to clause 7.5.4 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.

A Lender shall perform the checks described in clause 7.5.5(d) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.5.4 above and shall notify the Agent and the Borrowers when it is satisfied that it has complied with those checks.

7.6 Sale or Total Loss

7.6.1 If a Ship becomes a Total Loss before its Ship Commitment has become available for borrowing under this Agreement, the Total Commitments shall immediately be reduced by the Ship Commitment for such Ship and such Ship Commitment shall be reduced to zero.

7.6.2 On a Mortgaged Ship's Disposal Repayment Date:

- (a) the Total Commitments will be reduced by the Ship Commitment for such Ship;
- (b) subject to the Senior Facility Finance Documents, the Borrowers shall prepay the Ship Commitment for such Ship which has become a Total Loss and shall ensure that the Minimum Value is maintained; and
- (c) the Borrowers shall ensure that, immediately following such prepayment, the Security Value is equal to or greater than the Minimum Value.

7.7 Charter termination

Except with approval, if following the date of this Agreement:

7.7.1 a Charter or a Replacement Charter is for any reason and by any method cancelled, terminated or rescinded prior to the expiry of its initial term except where a Replacement Charter to such Charter or a Replacement Charter has been entered into by the date falling 30 days after such cancellation, termination or rescission or such later date as the Lenders may agree if they are satisfied that either a Replacement Charter shall be entered into or that a re-financing of the

Advance for the Ship relating to such Charter will be implemented, in either case within such period; or

- 7.7.2 a competent court or arbitration panel decides that a Charter or Replacement Charter has been validly cancelled, terminated or rescinded prior to the expiry of its initial term except where a Replacement Charter to such Charter has been entered into by the date falling 30 days after such cancellation, termination or rescission,

then the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrowers with effect from the date ten Business Days after the giving of such notice (or such later date as may be approved in advance by the Majority Lenders) (the **Relevant Prepayment Date**) cancel the Ship Commitment for such Ship and the undrawn Total Commitments shall then be reduced by that corresponding amount.

- 7.7.3 On the Relevant Prepayment Date, the Borrowers shall at the Borrowers' option, subject to the Senior Facility Finance Documents, either

- (a) prepay the then outstanding amount of the Advance in respect of such Ship; or
- (b) provide cash collateral in an amount equal to the then outstanding amount of the Advance in respect of such Ship in accordance with clause 23.13 (*Creation of additional Security*).

7.8 Automatic cancellation

Any part of the Total Commitments which has not become available by the Last Availability Date shall be automatically cancelled at close of business in London on the Last Availability Date.

7.9 Restrictions

- 7.9.1 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.
- 7.9.2 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.
- 7.9.3 The Borrowers may not reborrow any part of the Facility which is repaid or prepaid.
- 7.9.4 The Borrowers 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.
- 7.9.5 No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- 7.9.6 If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrowers or the affected Lender, as appropriate.
- 7.9.7 Any partial amount of the Loan prepaid or cancelled under this Agreement shall be applied in reduction of the repayment under clause 6 (*Repayment*).

SECTION 5 - COSTS OF UTILISATION

8 Interest

8.1 Calculation of interest

The rate of interest on each Advance for each Interest Period for that Advance is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin; and
- (b) LIBOR.

8.2 Payment of interest

The Borrowers shall pay accrued interest on each Advance on the last day of each Interest Period for that Advance (and, if the Interest Period for that Advance is longer than three months, on the dates falling at three monthly intervals after the first day of the Interest Period).

8.3 Default interest

- 8.3.1 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 8.3.2 below, is 200 basis points higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted the Loan for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing in accordance with this clause 8.3 shall be immediately payable by the Obligor on demand by the Agent.
- 8.3.2 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 relating to the Loan or the relevant part of it:
 - (a) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to the Loan; and
 - (b) the rate of interest applying to the overdue amount during that first Interest Period shall be 2 per cent higher than the rate which would have applied if the overdue amount had not become due.
- 8.3.3 Default interest payable (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

- 8.4.1 The Agent shall promptly notify the Lenders and the Borrowers of the determination of a rate of interest under this Agreement.
- 8.4.2 The Agent shall promptly notify the Borrowers of each Funding Rate relating to each Advance.

9 Interest Periods

9.1 Interest Periods

- 9.1.1 For each Advance of the Loan, the relevant Interest Period will be three months or any other period as agreed between the Borrowers and the Lenders.

9.1.2 The first Interest Period for each Advance of the Loan shall start on the relevant Utilisation Date for that Advance and each subsequent Interest Period for each Advance of the Loan shall start on the last day of its preceding Interest Period.

9.1.3 No Interest Period shall extend beyond the Final Repayment Date.

9.2 Consolidation

The first and subsequent Interest Period for each Advance (other than the first Advance to be drawn) will end on the same day as the current Interest Period for any other Advance. On the last day of those Interest Periods, those Advances will be consolidated and treated as one Advance.

9.3 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, LIBOR shall be the Reference Bank Rate as of noon on the relevant Quotation Day and for a period equal in length to the relevant Interest Period.

10.2 Calculation of Reference Bank Rate

- (a) Subject to paragraph (b) below, if LIBOR for an Interest Period is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by noon on the relevant Quotation Day, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.
- (b) If at or about noon on the relevant Quotation Day none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for that Interest Period and clause 10.4 (*Cost of funds*) shall apply to that Advance for that Interest Period.

10.3 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 participations in the Loan exceed 50 per cent. of the Total Commitments) that the cost to it of funding its participation in the relevant Advance from whatever source it may reasonably select would be in excess of LIBOR then clause 10.4 (*Cost of funds*) shall apply to the relevant Advance for the relevant Interest Period.

10.4 Cost of funds

- (a) If this clause 10.4 applies, the rate of interest on each Lender's share of the relevant Advance for the Interest Period shall be the percentage rate per annum which is the sum of:

- (i) the Margin; and
 - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event within ten Business Days of the first day of that Interest Period (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 relevant Advance from whatever source it may reasonably select.
- (b) If this clause 10.4 applies and the Agent or the Borrowers so require, the Agent and the Borrowers 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.
- (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrowers, be binding on all Parties.
- (d) If this clause 10.4 applies pursuant to clause 10.3 (*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 relevant Advance for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR.
- (e) If this clause 10.4 applies pursuant to clause 10.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

10.5 Notification to Borrowers

If clause 10.4 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Borrowers.

10.6 Break Costs

- 10.6.1 The Borrowers shall, within three 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 relevant part of it or Unpaid Sum being paid by the Borrowers on a day other than the last day of an Interest Period for the Loan or relevant part of it or Unpaid Sum.
- 10.6.2 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 commission

- 11.1.1 Without prejudice to any other commitment fee arrangements previously agreed between the Borrowers and the Bookrunner or, as the case may be, the Bookrunner and the other Arrangers, the Borrowers shall pay to the Agent (for the account of each Lender) a fee in dollars on that Lender's Available Commitment computed at the rate per annum of 35 per cent of the Margin and calculated from the date of this Agreement (the "**start date**").
- 11.1.2 The Borrowers shall pay the accrued commitment commission on the Last Availability Date and, if cancelled in full, on the cancelled amount of the relevant Lender's Available Commitment at the time the cancellation is effective.

11.2 Other fees

The Borrowers shall pay to the Agent (for its own account or for distribution to the appropriate Finance Parties, as applicable) the non-refundable fees in the amount and at the times agreed in any Fee Letter.

SECTION 6 - ADDITIONAL PAYMENT OBLIGATIONS

12 Tax gross-up and indemnities

12.1 Definitions

12.1.1 In this Agreement:

Protected Party means a Finance Party or, in relation to 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*) or a payment under clause 12.3 (*Tax indemnity*).

12.1.2 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

12.2.1 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.

12.2.2 The Borrowers 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 Borrowers and that Obligor.

12.2.3 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.

12.2.4 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.

12.2.5 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

12.3.1 The Borrowers shall (within three 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.

12.3.2 Clause 12.3.1 above shall not apply:

- (a) with respect to any Tax assessed on a Finance Party:
- (i) 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
 - (ii) 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
- (b) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.2 (*Tax gross-up*);
 - (c) to the extent a loss, liability or cost is compensated for by a payment under clause 12.4 (*Indemnities on after Tax basis*); or
 - (d) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a party.

12.3.3 A Protected Party making, or intending to make a claim under clause 12.3.1 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 Borrowers.

12.3.4 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

12.4.1 If and to the extent that any sum payable to any Protected Party by the Borrowers 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 Borrowers 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.

12.4.2 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 Borrowers to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrowers 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.

12.4.3 For the purposes of clauses 12.4.1 and 12.4.2 a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

12.5 Tax Credit

If an Obligor makes a Tax Payment or Compensating Sum and the relevant Finance Party determines that:

(a) a Tax Credit is attributable to (A) an increased payment of which that Tax Payment or Compensating Sum forms part, (B) to that Tax Payment or Compensating Sum or (C) to a Tax Deduction in consequence of which that Tax Payment Compensating Sum was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

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 or Compensating Sum not been required to be made by the Obligor.

12.6 **FATCA information**

12.6.1 Subject to clause 12.6.3, each Party shall, within ten Business Days of a reasonable request by another Party:

(a) confirm to that other Party whether it is:

(i) a FATCA Exempt Party; or

(ii) not a FATCA Exempt Party;

(b) 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

(c) 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.

12.6.2 If a Party confirms to another Party pursuant to clause 12.6.1(a) 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.

12.6.3 Clause 12.6.1 shall not oblige any Finance Party to do anything, and clause 12.6.1(c) shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(a) any law or regulation;

(b) any fiduciary duty; or

(c) any duty of confidentiality.

12.6.4 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 clauses 12.6.1(a) or 12.6.1(b) (including, for the avoidance of doubt, where clause 12.6.3 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.

12.7 **FATCA Deduction**

12.7.1 Each Party may make any FATCA Deduction it is required to make by FATCA, 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.

- 12.7.2 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.
- 12.8 **Stamp taxes**
- The Borrowers 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.
- 12.9 **Value added tax**
- 12.9.1 All amounts 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 VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to clause 12.9.2 below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such 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 the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).
- 12.9.2 If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under or in connection with 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):
- (a) (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
 - (b) (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.
- 12.9.3 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 in respect of such VAT from the relevant tax authority.
- 12.9.4 Any reference in clauses 12.9.1 to 12.9.5 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).
- 12.9.5 In relation to any supply made by a Finance Party to any party under or in connection with 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.

13 Increased Costs

13.1 Increased Costs

13.1.1 Subject to clause 13.3 (*Exceptions*), the Borrowers shall, within three 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:

- (a) arises as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in either case made after the date of this Agreement; and/or
- (b) is a Basel III Increased Cost and the relevant Finance Party provides a certificate to the Borrower confirming that it is its policy to actively recover such costs and it is actively recovering such costs to a similar extent from other similar borrowers in relation to similar facilities. Without prejudice to clause 13.2 (Increased Cost claims):
 - (i) a written and duly signed statement by a Finance Party to this effect will be sufficient evidence; and
 - (ii) a Finance Party is not required to provide any further evidence or otherwise substantiate its position concerning such costs.

13.1.2 In this Agreement **Increased Costs** means:

- (a) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
- (b) an additional or increased cost; or
- (c) 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 Commitment or funding or performing its obligations under any Finance Document.

13.2 Increased Cost claims

13.2.1 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 Borrowers.

13.2.2 Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs and setting forth the basis of the computation of such amount but not including any matters which such Lender or its Holding Company regards as confidential or which a Finance Party is not legally allowed to disclose or is price sensitive in relation to listed shares or other instruments issued by a Finance Party or any of its Affiliates. Upon the Agent's receipt of such certificate, the Agent will provide a copy to the Borrowers.

13.3 Exceptions

13.3.1 Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

- (a) attributable to a Tax Deduction required by law to be made by an Obligor;

- (b) 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 12.3.2 applied);
- (c) attributable to a FATCA Deduction required to be made by a Party; or
- (d) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

13.3.2 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

14.1.1 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:

- (a) making or filing a claim or proof against that Obligor; and/or
- (b) 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 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 save in respect of Losses arising out of the relevant Finance Party's own breach of the Finance Documents, wilful misconduct or negligence.

14.1.2 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

The Borrowers shall (or shall procure that another Obligor will), within three Business Days of demand by a Finance Party, indemnify each Finance Party against any Losses incurred by that Finance Party as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any Losses arising as a result of clause 32 (*Sharing among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in the Loan requested by the Borrowers in a 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 wilful misconduct or negligence by that Finance Party) alone; or
- (d) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrowers.

14.3 Indemnity to the Agent and the Security Agent

The Borrowers shall within three Business Days of demand indemnify the Agent and the Security Agent against:

14.3.1 any and all Losses incurred by the Agent or the Security Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is a Default;
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
- (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or
- (d) 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 remedy any breach of any Obligor's obligations under the Finance Documents,

save in respect of Losses arising out of the relevant Finance Party's own breach of the Finance Documents, wilful misconduct or negligence; and

14.3.2 any cost, loss or liability (including, without limitation, for negligence or any other category of liability) incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's own breach of the Finance Documents, gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to clause 33.9 (*Disruption to payment systems etc.*) notwithstanding the Agent's or the Security Agent's negligence, gross negligence or any other category of liability 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

14.4.1 The Borrowers shall (or shall procure that another Obligor will) within three Business Days of demand indemnify each Indemnified Person against any and all Losses incurred by it in connection with:

- (a) any failure by either Borrower to comply with clause 16 (*Costs and expenses*);
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
- (c) the taking, holding, protection or enforcement of the Security Documents;
- (d) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver by the Finance Documents or by law unless and to the extent that it was caused by its gross negligence or wilful misconduct;
- (e) 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 misconduct of that Indemnified Person); or
- (f) any breach by an Obligor of any of its obligations expressed to be assumed by it in the Finance Documents.

14.4.2 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 the Security Documents for all moneys payable to it.

14.5 Continuation of indemnities

The indemnities by the Borrowers 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 either 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 any Borrower of this Agreement.

14.6 Exclusion of liability

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 misconduct. Any Indemnified Person may rely on this clause 14.6 subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

14.7 Fax and email indemnity

The Borrowers shall indemnify each Finance Party against any Losses together with any VAT thereon which any of the Finance Parties may sustain or incur as a consequence of any fax or email communication purporting to originate from the Borrowers 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 misconduct of the relevant Finance Party or the Agent or the Security Agent).

15 Mitigation by the Lenders

15.1 Mitigation

15.1.1 Each Finance Party shall, in consultation with the Borrowers, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

15.1.2 Clause 15.1.1 does not in any way limit the obligations of any Obligor under the Finance Documents.

15.2 Limitation of liability

15.2.1 The Borrowers shall within three Business Days of demand 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*).

15.2.2 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 Borrowers shall promptly within five 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, subject to clause 22.17 (*Independent report*), insurance

and other consultants and advisers) reasonably incurred by any of them (and by any Receiver) in connection with the negotiation, preparation, printing, execution, syndication, registration and perfection (and distribution of information under) 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 executed to provide additional security under clause 23 (*Minimum security value*); and
- (c) any Security Interest expressed or intended to be granted by a Finance Document,

or in connection with:

- (i) any valuation carried out under clause 23 (*Minimum security value*); or
- (ii) any inspection carried out under clause 21.7 (*Inspection and notice of drydockings*) or any survey carried out under clause 21.16 (*Survey report*).

16.2 **Amendment costs**

If an Obligor requests an amendment, waiver or consent, the Borrowers shall, within five Business Days of demand by the Agent, reimburse the Agent for 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 the Agent and the Security Agent (and by any Receiver) in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 **Enforcement, preservation and other costs**

The Borrowers shall within five Business Days of demand by a Finance Party, pay to each Finance Party 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.

SECTION 7 - REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

17 Representations

Each of the Borrowers 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

17.1.1 Each Obligor and each Manager is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation as a limited liability company or corporation 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.

17.1.2 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 Transaction 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

17.3.1 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 Transaction Document to which it is or will be a party.

17.3.2 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 Transaction Document to which such Obligor is, or is to be, a party, with effect on and from the date of the relevant Transaction Document.

17.4 Non-conflict

The entry into and performance by each Obligor and any Manager of, and the transactions contemplated by the Transaction 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 such Obligor's (or any Manager's) assets, rights or revenues.

17.5 **Validity and admissibility in evidence**

17.5.1 Subject to the Legal Reservations, all authorisations required or desirable:

- (a) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Transaction Document to which it is a party;
- (b) to make each Transaction Document to which it is a party admissible in evidence in its Relevant Jurisdiction; and
- (c) 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.

17.5.2 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 reasonably be expected to have a Material Adverse Effect.

17.6 **Governing law and enforcement**

17.6.1 Subject to any relevant Legal Reservations, the choice of governing law as provided in any Transaction Document will be recognised and enforced in each Obligor's Relevant Jurisdiction.

17.6.2 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**

17.7.1 Any Information is true and accurate in all material respects at the time it was given or made.

17.7.2 There are no facts or circumstances or any other information which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.

17.7.3 The Information does not omit anything which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.

17.7.4 All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based have been arrived at after due and careful enquiry and consideration and were believed to be reasonable by the person who provided that Information as at the date it was given or made.

17.7.5 For the purposes of this clause 17.7, "**Information**" means: any factual information provided by any Obligor to any of the Finance Parties in connection with the Transaction Documents or the transactions referred to in them.

17.8 **Original Financial Statements**

17.8.1 The Original Financial Statements were prepared in accordance with GAAP consistently applied.

17.8.2 The audited Original Financial Statements give a true and fair view of the financial condition as at the end of the relevant financial year and results of operations during the relevant financial year of the relevant Obligors and the Group (consolidated in the case of the Group) during the relevant financial year.

- 17.8.3 There has been no material adverse change in the Borrowers' assets, business or financial condition (or the assets, business or consolidated financial condition of any of the Obligor or the Group) since the date of the latest Financial Statements delivered under this Agreement to the Finance Parties.
- 17.9 **Pari passu ranking**
- Each Obligor's payment obligations under the Finance Documents 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 Agent under clause 4.1 (*Initial conditions precedent*), 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 27.10 (*Insolvency proceedings*) or creditors' process described in clause 27.11 (*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 27.9 (*Insolvency*) applies to an Obligor or a Manager or a Subsidiary of an Obligor or any Transaction Document to which it is, or is to be, party.
- 17.12 **No filing or stamp taxes**
- Under the laws of each Obligor's Relevant Jurisdictions it is not necessary that any Transaction 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 Transaction Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any legal opinion delivered to the Agent under clause 4.1 (*Initial conditions precedent*) and which will be made or paid promptly after the date of the relevant Finance Document.
- 17.13 **Deduction of Tax**
- No Obligor is required to make any Tax Deduction as defined in clause 12.1 (*Definitions*) 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 Transaction Document.
- 17.14 **No Default**
- 17.14.1 No Default is continuing or is reasonably likely to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document and no breach has occurred by the Borrowers of any Charter Documents (save to the extent that any such breach has been remedied).
- 17.14.2 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 Manager's assets are subject which 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 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

17.16.1 No Obligor or Manager or Subsidiary of an Obligor or a Manager has breached any law or regulation which breach might reasonably be expected to have a Material Adverse Effect.

17.16.2 No labour dispute is current or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), threatened against any Obligor or any Subsidiary of an Obligor which might reasonably be expected to have a Material Adverse Effect.

17.17 Environmental matters

17.17.1 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.

17.17.2 All consents, licences and approvals required under such Environmental Laws have been obtained and are currently in force.

17.17.3 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 Taxation

17.18.1 No Obligor or 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.

17.18.2 No claims or investigations are being made or conducted against any Obligor or any Subsidiary of an Obligor with respect to Taxes such that a liability of, or claim against, any Obligor 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.

17.18.3 Except as advised to the Agent prior to the date of this Agreement, each Obligor 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 the United States Foreign Corrupt Practices Act of 1977 and the Bribery Act 2010 and GasLog and GLOP, on behalf of each Group Member, has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

17.20 Security and Financial Indebtedness

17.20.1 No Security Interest exists over all or any of the present or future assets of the Borrowers in breach of this Agreement, other than the Permitted Security Interests.

17.20.2 Neither Borrower has any other Financial Indebtedness outstanding in breach of this Agreement.

17.21 Legal and beneficial ownership

Each of the Borrowers, GasLog Carriers and, as applicable, GLOP or GPLH is, or will be, when granted, the sole legal and beneficial owner of the respective assets over which it purports to grant a Security Interest under the Security Documents.

17.22 Shares

The shares of each Borrower are fully paid and, other than any option which may be given to GLOP in connection with a Drop Down, not subject to any option to purchase or similar rights. The Constitutional Documents of each 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 each Borrower (including any option or right of pre-emption or conversion).

17.23 Accounting Reference Date

The accounting reference date of each Obligor is the Accounting Reference Date.

17.24 No adverse consequences

17.24.1 It is not necessary under the laws of the Relevant Jurisdictions of any Obligor:

- (a) in order to enable any Finance Party to enforce its rights under any Finance Document; or
- (b) by reason of the execution of any Finance Document or the performance by any Obligor of its obligations under any Finance Document,

that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in any of such Relevant Jurisdictions.

17.24.2 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 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

No Owner nor (so far as the Borrowers are aware) any other person is in breach of any Charter Document to which it is a party nor has anything 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

Each Ship will on the first day of the relevant Mortgage Period be:

- (a) registered provisionally in the name of the relevant Owner through the relevant Registry as a Bermudian registered ship under the laws and flag of the relevant Flag State;
- (b) operationally seaworthy and in every way fit for service;
- (c) classed with the relevant Classification free of all requirements and recommendations of the relevant Classification Society; and
- (d) insured in the manner required by the Finance Documents.

17.29 Ship's employment

Each Ship shall on the first day of the relevant Mortgage Period, or such other time approved by the Lenders:

- (a) have been delivered, and accepted for service, under the relevant Charter; and
- (b) be free of any charter commitment other than the relevant Charter.

17.30 Address commission

Save for any brokerage fees payable to Poten & Partners, there are no rebates, commissions or other payments in connection with any Charter or any Replacement Charter other than those referred to in it.

17.31 Sanctions

17.31.1 No Ship is a vessel with which any individual, entity or any other person is prohibited or restricted from dealing with under any Sanctions.

17.31.2 No Obligor nor any other Group Member, nor any of their respective directors or officers:

- (a) is a Prohibited Person;
- (b) 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;
- (c) is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person;
- (d) owns or controls a Prohibited Person;
- (e) is in breach of Sanctions; or
- (f) 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.

17.32 No money laundering

In relation to the borrowing by the Borrowers of the Loan, the performance and discharge of their obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement, each of the Borrowers is acting for its own account and 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 by any

relevant regulatory authority or otherwise to combat **money laundering** (as defined in Article 1 of the Directive (2005/60/EC) of the European Parliament and of the Council).

17.33 **Times when representations are made**

- 17.33.1 All of the representations and warranties set out in this clause 17 (other than Ship Representations) are deemed to be repeated on the dates of:
- (a) this Agreement;
 - (b) the first Utilisation Request; and
 - (c) the first Utilisation.
- 17.33.2 The Repeating Representations are deemed to be repeated on the dates of each subsequent Utilisation Request, the date of each Utilisation and on the first day of each Interest Period.
- 17.33.3 All of the Ship Representations are deemed to be made and repeated on the first day of the Mortgage Period for the relevant Ship.
- 17.33.4 Each representation or warranty deemed to be made 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 and, in relation to clause 17.7 (*Information*), any update to or correction of the Information made prior to the date the representation or warranty is deemed to be made. For the avoidance of any doubt, no such update to or correction of any Information shall affect any representation or warranty which is deemed to be made prior to the date on which the update to or correction of the Information is notified to the Agent.

18 **Information undertakings**

Each Borrower undertakes that this clause 18 will remain in force during the Facility Period.

In this clause 18:

"Annual Financial Statements" means the financial statements for a financial year of the Group, the Borrowers and the Guarantors delivered pursuant to clause 18.1.1.

"Half-Yearly Financial Statements" means the financial statements for a financial half year to 30 June of the relevant year of the Group, the Borrowers and the Guarantors delivered pursuant to clause 18.1.2.

18.1 **Financial statements**

- 18.1.1 The Borrowers 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 150 days after the end of the relevant financial year:
- (a) the unaudited financial statements of each Borrower and each Guarantor (other than Gaslog and GLOP) for that financial year; and
 - (b) the audited consolidated and unconsolidated financial statements of Gaslog and GLOP for that financial year.
- 18.1.2 Each 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 90 days after the end of the first half year of the relevant financial year the unaudited financial statements (consolidated if appropriate) of the Guarantors for that financial half year. The Borrower shall

also supply to the Agent a budget and cashflow projection for the Borrowers and the Guarantors for each period of 12 months prior to each financial year.

18.2 Requirements as to financial statements

18.2.1 The Borrowers shall procure that each set of Annual Financial Statements and Half-Yearly Financial Statements includes a profit and loss account, a balance sheet and a cashflow statement and projection and that the applicable Annual Financial Statements shall be audited by the Auditors.

18.2.2 Each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) shall:

- (a) be prepared in accordance with GAAP;
- (b) give a true and fair view of (in the case of 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
- (c) in the case of annual audited financial statements, not be the subject of any qualification in the Auditors' opinion.

18.2.3 The Borrowers shall procure that each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) shall be prepared using GAAP, 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 Borrowers notify the Agent that there has been a change in GAAP or the accounting practices and the Auditors deliver to the Agent:

- (a) 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
- (b) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether clause 5 of the GasLog Guarantee (*Financial covenants*) and clause 5 of the GLOP Guarantee (*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.

18.3 Year-end

18.3.1 The Borrowers shall procure that each financial year-end for each Obligor falls on the Accounting Reference Date.

18.3.2 The Borrowers shall procure that each accounting period ends on an accounting date.

18.4 Information: miscellaneous

The Borrowers shall supply to the Agent:

- (a) at the same time as they are dispatched, copies of all material documents dispatched by any Obligor to its creditors or shareholders generally (or any class of them);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative 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, such information as the Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;
- (d) promptly on request, such further information regarding the financial condition, commitments, assets and operations of the Obligors as any Finance Party through the Agent may reasonably request; and
- (e) promptly, any requests made by the relevant Charterer under clause 19 (*subletting, assignment, novation*) of the relevant Charter or, in the case of Ship E, Charter Master Agreement,

provided that, in the case of (a) to (d) 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.

18.5 **Notification of Default**

The Borrowers shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon the Borrowers (or any of them) becoming aware of its occurrence (unless it is aware that a notification has already been provided by another Obligor).

18.6 **Sufficient copies**

The Borrowers, if so requested by the Agent, shall supply sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders.

18.7 **“Know your customer” checks**

18.7.1 If:

- (a) 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;
- (b) any change in the status of an Obligor or the composition of the shareholders of an Obligor after the date of this Agreement; or
- (c) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (c) above, any prospective new Lender) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall as soon as reasonably practicable after 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, in the case of the event described in paragraph (c) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (c) 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.

- 18.7.2 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.

18.8 Use of websites

- 18.8.1 The Borrowers 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 Borrowers and the Agent (the **Designated Website**) if:
- (a) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;
 - (b) both the Borrowers and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and
 - (c) the information is in a format previously agreed between the Borrowers 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 Borrowers accordingly and the Borrowers shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Borrowers shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

- 18.8.2 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 Borrowers and the Agent.

- 18.8.3 The Borrowers shall promptly upon any of them becoming aware of its occurrence notify the Agent if:

- (a) the Designated Website cannot be accessed due to technical failure;
- (b) the password specifications for the Designated Website change;
- (c) any new information which is required to be provided under this Agreement is posted onto the Designated Website;
- (d) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or
- (e) 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 Borrowers notify the Agent under paragraphs (a) to (e) above, all information to be provided by the Borrowers 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.

- 18.8.4 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 Borrowers shall comply with any such request within ten Business Days.

19 General undertakings

Each Borrower undertakes or, as the case may be, shall procure 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

Subject to the Legal Reservations, 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 Transaction Documents;
- (ii) ensure the legality, validity, enforceability or admissibility in evidence of any Transaction 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 and Sanctions) to which it may be subject.

19.4 Anti-corruption and anti-terrorism law

19.4.1 No Obligor or other Group Member will directly or indirectly use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010 or the United States Foreign Corrupt Practices Act of 1977.

19.4.2 The Borrowers shall procure that GasLog and GLOP (and GasLog or GLOP (as applicable) shall ensure that each other Group Member will):

- (a) conduct its businesses in compliance with the Bribery Act 2010 and the United States Foreign Corrupt Practices Act of 1977; and
- (b) maintain policies and procedures designed to promote and achieve compliance with such laws.

19.4.3 No Obligor shall engage in the Financing of Terrorism. For the purposes of this clause, 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.

19.5 Taxation

19.5.1 Each Obligor 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:

- (a) such payment is being contested in good faith;
- (b) 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

(c) such payment can be lawfully withheld.

19.5.2 Unless otherwise approved, 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.

19.6 Change of business or ownership

19.6.1 Except as approved by the Majority Lenders, no material change will be made to the nature of the business of the Obligors from that carried on at the date of this Agreement, save that any activities involving or undertaken whatsoever within the LNG 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.

19.6.2 Except as approved by the Majority Lenders, no change which might reasonably be expected to have a Material Adverse Effect will be made to the corporate structure of the Obligors from that as at the date of this Agreement, provided always that such approval shall not be unreasonably withheld as long as GasLog and GLOP remain the Holding Companies of the relevant Obligors. For the avoidance of doubt, the parties agree that a Drop Down or a Reverse Drop Down as referred to in clauses 19.6.3, 19.6.4 and/or 19.6.5 or a transfer of the ownership of GasLog Carriers from GasLog to a Subsidiary of GLOP as referred to in clause 19.6.6 will not constitute a change in corporate structure within the meaning of this clause 19.6.2.

19.6.3 The Borrowers shall be permitted to proceed with a Drop Down subject to the following conditions:

- (a) if applicable, any prepayment required pursuant to clause 7.2.3 has been made; and
- (b) in respect of GLOP and GPLH 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*));
- (c) replacement Share Security from GPLH (as applicable) in respect of the shares in the relevant Borrower or Borrowers subject to the Drop Down; and
- (d) any legal opinions reasonably required by the Agent in respect of the documents necessary to effect the Drop Down,

which in each case (in relation to (b) to (d) above) are provided to the Agent in form and substance substantially similar to the equivalent documentation provided to the Agent pursuant to clause 4 (*mutatis mutandis*) in respect of any Advance or are otherwise satisfactory to the Agent, acting on the instructions of the Majority Lenders, in each case acting reasonably.

19.6.4 Upon the occurrence of Drop Down 2 once all conditions referred to in clause 19.6.3 have been fulfilled to the satisfaction of the Agent, the Lenders agree that GasLog Carriers will be released from their obligations under (i) the GasLog Carriers Guarantee, (ii) any Account Security granted by GasLog Carriers (if relevant), (iii) the Share Security granted by GasLog Carriers and (iv) any further documentation entered into by GasLog Carriers in respect of obligations under the Finance Documents.

19.6.5 The Borrowers shall be permitted to proceed with a Reverse Drop Down subject to the following conditions:

- (a) in respect of GLOP and GPLH 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*));

- (b) replacement Share Security from Gaslog Carriers or GasLog (whichever is the relevant Holding Company of the relevant Borrower as a result of the Reverse Drop Down) in respect of the shares in the relevant Borrower or Borrowers subject to the Reverse Drop Down;
- (c) (if the Agent considers it necessary) a new GasLog Carriers Guarantee is granted by GasLog Carriers with recourse limited to the Advance or Advances in respect of the relevant Borrower or Borrowers subject to the Reverse Drop Down and (if applicable) a new Account Security is granted by GasLog Carriers; and
- (d) 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 (*mutatis mutandis*) in respect of any Advance or are otherwise satisfactory to the Agent, acting on the instructions of the Majority Lenders, in each case acting reasonably.

19.6.6 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, upon the occurrence of the share transfer, any prepayment required pursuant to clause 7.2.4 has been made and that the Borrowers provide to the Agent:

- (a) 30 days prior written notice of such transfer;
- (b) 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
- (c) 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 provided that no Default shall occur as a result of the transfer.

19.7 **Merger**

Unless otherwise approved by the Majority Lenders (such consent not to be unreasonably withheld or delayed), no Obligor will enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction (other than an amalgamation, merger, consolidation or corporate reconstruction of a Guarantor where such Guarantor is the surviving entity of the same provided that in the reasonable opinion of the Agent (having reviewed all relevant information in relation to the amalgamation, demerger, merger, consolidation or corporate reconstruction received from Gaslog), no Default or Material Adverse Effect shall occur as a result of the amalgamation, demerger, merger, consolidation or corporate reconstruction in relation to such Guarantor). For the avoidance of doubt, the parties agree that a Drop Down as referred to in clause 19.6.3 will not constitute an amalgamation, demerger, merger, consolidation or corporate reconstruction within the meaning of this clause 19.7.

19.8 **Further assurance**

19.8.1 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent or, as the case may be, the Majority Lenders may reasonably specify (and in such form as the Agent may reasonably require in favour of the Security Agent or its nominee(s)) as provided under each Finance Document, as applicable:

- (a) subject to the Legal Reservations, 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, excluding registration of the Guarantees with the respective Companies Registry) 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 the Finance Parties provided by or pursuant to the Finance Documents or by law;

- (b) to confer on the Security Agent or on the Finance Parties 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; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents.

19.8.2 Each Obligor shall take all such action as is available to it (including making all filings and registrations, excluding registration of the Guarantees with the respective Companies Registry) 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 or the Finance Parties by or pursuant to the relevant Finance Documents.

19.9 **Negative pledge in respect of Charged Property**

Except as approved by the Lenders and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

19.10 **Environmental matters**

19.10.1 Without prejudice to clause 18.4(b) (*Information: miscellaneous*), the Agent will be notified as soon as reasonably practicable of any Environmental Claim being made against 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.

19.10.2 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 its obligations under the Finance Documents shall, without prejudice to the security 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 Financial Indebtedness with the exception of any obligations which are mandatorily preferred by law and not by contract.

19.12 **Sanctions**

19.12.1 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.

19.12.2 The Obligors will procure that none of the Obligors nor any of the Group Members will:

- (a) be a Prohibited Person;

(b) to the extent restricted by any Sanctions Authority:

- (i) use any revenue directly derived from any activity or dealing with a Prohibited Person in discharging any obligations due or owing to the Finance Parties; or
- (ii) credit any proceeds received directly from any activity or dealing with a Prohibited Person to any bank account held with any Finance Party in its name;
- (iii) 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;
- (iv) be owned or controlled directly or indirectly by, or act directly or indirectly on behalf of or for the benefit of, a Prohibited Person;
- (v) own or control, directly or indirectly, a Prohibited Person;
- (vi) be in breach of Sanctions.

19.12.3 The Borrowers will prevent any Mortgaged 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);
- (ii) in any trade which could expose the relevant Ship, any Finance Party or any manager of the Ships 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.

19.12.4 Without prejudice to the rights of the Finance Parties under any other provisions of this Agreement and the other Finance Documents, if an Owner 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 applicable law, it shall terminate, as soon as possible and in any case within thirty (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 Borrowers will also inform the Finance Parties immediately upon becoming so aware.

19.12.5 Each Owner will provide the Finance Parties upon their written request with all relevant documentation related to its Mortgaged 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.

20 Dealings with Ship

Each Borrower undertakes that this clause 20 will be complied with in relation to each Ship throughout the relevant Ship's Mortgage Period.

20.1 Ship's name and registration

- (a) The Ship's name shall only be changed after prior notice to the Agent.
- (b) The Ship shall be permanently registered with the relevant Registry under the laws of its Flag State. Except with prior written approval (not to be unreasonably withheld or delayed), 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, in

the opinion of the Lenders, equivalent to those in place prior to such registration) in favour of the Security Agent 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 Notification of certain events

The relevant Owner shall notify the Agent immediately if a material dispute arises under its Charter Documents.

20.3 Sale or other disposal of Ship

20.3.1 Except (i) with approval of the Majority Lenders such approval not to be unreasonably withheld, or, (ii) if no Default is then continuing, for a sale to a buyer who is not an Affiliate of the Borrowers for a cash price payable on completion of the sale which is no less than the amount by which the Loan must be reduced under clause 7.6 (Sale or Total Loss) on completion of the sale, the relevant Owner will not sell, or agree to, transfer, abandon or otherwise dispose of the Ship or any share or interest in it.

20.3.2 If the Owner agrees to sell or transfer its Ship and the relevant Owner and the other Borrowers are in compliance with clause 20.3.1 and no Default has occurred which is continuing at the time, the Lenders will approve such sale or transfer and the Lenders will procure that upon the relevant prepayment and the discharge of the other obligations of the Borrowers under this clause 20.3.2 and clause 7.6 (Sale or Total Loss), the Mortgage over that Ship will be discharged and the Deed of Covenant, any Charter Assignment, the Share Security, the Account Security and any Manager's Undertaking relating to that Ship will be released, and the relevant Owner will be released as Borrower under this Agreement, in each case pursuant to deeds of release (each in an approved form) to be executed by the relevant Finance Parties and the remaining Obligors at the cost and expense of the Borrowers.

20.4 Manager

A commercial or technical manager of the Ship other than the Commercial Manager or Technical Manager shall not be appointed unless that manager and the terms of its appointment are approved by the Majority Lenders (such approval not to be unreasonably withheld) and it has, if required by the Agent, delivered a duly executed Manager's Undertaking to the Security Agent. Once approved, no material variations may be agreed to the terms of appointment of the manager without approval of the Majority Lenders (and, for the avoidance of doubt, any assignment or novation of the terms of appointment without approval shall constitute a material variation).

20.5 Copy of Mortgage on board

A properly certified copy of the Ship's Mortgage shall be kept on board the Ships with its papers and shown to anyone having business with that Ship which might create or imply any commitment or Security Interest over or in respect of that Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

20.6 Notice of Mortgage

A framed printed notice of the relevant 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 second 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.

20.7 Conveyance on default

Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Agent's request, immediately execute such form of transfer of title to the Ship as the Agent may require.

20.8 Chartering

Except with approval, the relevant Owner shall not enter into any charter commitment for the Ship (except for the Ship's Charter or Replacement Charter), which is:

- (a) a bareboat or demise charter or passes possession and operational control of the Ship to another person;
- (b) capable of lasting more than 24 calendar months (excluding any optional additional period not exceeding 30 days);
- (c) 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
- (d) to an Affiliate.

20.9 Lay up

Except with approval, the Ship shall not be laid up or deactivated.

20.10 Sharing of Earnings

Except with approval, the relevant Owner shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else.

20.11 Payment of Earnings

The relevant Owner's Earnings from the Ship shall be paid in the way required by the Ship's Deed of Covenant and the Ship's Charter Assignment (subject to the Senior Facility Security Documents). If any Earnings are held by brokers or other agents, they shall be paid to the Security Agent, if it requires this after the Earnings have become payable to it under the Ship's Deed of Covenant and the Ship's Charter Assignment or to the Senior Agent under the Senior Facility Security Documents.

21 Condition and operation of Ship

Each Borrower undertakes that this clause 21 will be complied with in relation to each Ship throughout the relevant Ship's Mortgage Period.

21.1 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.

21.2 Modification

Except with approval of the Agent acting on the instructions of the Majority Lenders, 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.

21.3 Removal of parts

Except with approval of the Agent acting on the instructions of the Majority Lenders, 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 relevant Owner free of any Security Interest except under the Security Documents).

21.4 Third party owned equipment

Except with approval of the Agent acting on the instructions of the Majority Lenders, equipment owned by a third party shall not be installed on the Ship, unless it can be removed without risk of causing damage to the structure or fabric of the Ship or without incurring significant expense.

21.5 Maintenance of class; compliance with laws

The Ship's class shall be the relevant Classification with the relevant Classification Society and neither its Classification nor its Classification Society shall be changed without approval of the Majority Lenders (such approval not to be unreasonably withheld or delayed) and there must be no material overdue recommendations. The Ship and every person who owns, operates or manages the Ship shall comply with all laws applicable to vessels registered in its Flag State or which for any other reason (including any and all applicable sanctions regimes) apply to the Ship or to its condition or operation.

21.6 Surveys

The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain its Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

21.7 Inspection and notice of drydockings

The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship at all reasonable times, subject to prior notice to relevant Owner and without hindering the Ship's operations or its employment, 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 relevant Owner shall bear and reimburse to the Agent, where incurred by the Agent, all costs and expenses of one such inspection per calendar year, unless an Event of Default has occurred and is continuing, in which case the costs and expenses of any such inspection shall be for the account of the relevant Owner.

21.8 Prevention of arrest

All debts, damages, liabilities and outgoings (due and payable and not contested by relevant Owner 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.

21.9 Release from arrest

The relevant Owner shall use its reasonable endeavours that the Ship, its Earnings and Insurances shall promptly within 30 days (or such longer period as may be approved by the Lenders) be released from any arrest, detention, attachment or levy, and that any legal process against the Ship shall be promptly within 30 days (or such longer period as may be approved by the Lenders) discharged, by whatever action is required to achieve that release or discharge.

21.10 Information about 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 entered into by or on behalf of any Obligor or any Manager, provided that any information so requested and supplied which pertains to the relevant Charter or the relevant Replacement Charter shall be held by the Agent and the other Finance Parties on a confidential basis.

21.11 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 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
- (f) any arrest 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; and
- (g) any withdrawal of any applicable operating certificate.

21.12 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 held with the Account Bank. Proper accounting records shall be kept of the Ship and its Earnings.

21.13 Evidence of payments

The Agent shall be allowed proper and reasonable access, subject to prior written notice and provided that the operations of the relevant Owner are 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.

21.14 Repairers' liens

Except with approval of 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 relevant Owner has established to the reasonable satisfaction of the Agent that it has sufficient reserves with the Account Bank to pay for the cost of such work.

21.15 Codes

The Ship shall be operated in accordance with, and the persons responsible for its operation shall at all times comply with, the requirements of any applicable code or prescribed procedures required to be observed by the Ship or in relation to its operation under any applicable law or regulation (including but not limited to those currently known as the ISM Code and the ISPS Code). The Agent shall promptly be informed of:

- (a) any threatened or actual withdrawal of any certificate issued in accordance with any such code which is or may be applicable to the Ship or its operation; and
- (b) the issue of any such certificate or the receipt of notification that any application for such a certificate has been refused.

21.16 Survey report

As soon as reasonably practicable after the Agent requests it, the Agent shall be given a report on the seaworthiness and/or safe operation of the Ship, from approved surveyors or inspectors. 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, provided that unless an Event of Default has occurred and is continuing the Borrowers shall only be liable for the cost of one survey report per Ship in any calendar year.

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 may enter or remain in any zone which has been declared a war zone by any government entity or the Ship's war risk insurers, subject to any requirements of the Ship's insurers necessary to ensure that the Ship remains properly insured and complies with any requirements (including any requirement for the payment of extra insurance premiums) which the insurers specify and provided that the Borrowers have delivered to the Agent written evidence satisfactory to it that any requirements of that Ship's insurers necessary to ensure that such 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

Each Borrower undertakes that this clause 22 shall be complied with in relation to each Ship and its Insurances throughout the Mortgage Period.

22.1 Insurance terms

In this clause 22:

"excess risks" means the proportion (if any) of claims for general average, 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 only 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).

"minimum hull cover" means, in relation to a Ship, an amount equal at the relevant time to 120 per cent. of the aggregate outstanding principal amount of the Ship Commitments for that Ship under the Loan and the Senior Loan.

"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 shall at all times be insured:

- (a) against fire and usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism risks) on an agreed value basis, for at least its minimum hull cover and no less than its market value and provided that (i) the hull and machinery policy shall be for no less than 80 per cent of the agreed value; and (ii) the balance of the agreed value may be covered by increased value insurance of which up to $33\frac{2}{3}$ per cent may be represented by a hull interest and freight interest policy;
- (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) and a freight, demurrage and defence cover;

- (c) against such other risks and matters which the Agent (acting on the instructions of the Majority Lenders) notifies it that it considers reasonable for a prudent shipowner or operator to insure against at the time of that notice; 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 Ship's Owner and (in the case of the Ship's hull cover) no other person (other than the Security Agent if required by it) (unless such other person is approved (as at the date of this Agreement, the Managers are so approved) and, if so required by the Agent or, as the case may be, the Majority Lenders, has duly executed and delivered a first priority assignment of its interest in the Ship's Insurances to the Security Agent in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires);
- (b) if the Agent or, as the case may be, the Majority Lenders so requests, in the joint names of the Ship's Owner and Security Agent (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Security Agent for premiums or calls);
- (c) in dollars or another approved currency;
- (d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations; and
- (e) on approved terms and with approved insurers or associations.

22.4 **Deductibles**

The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed \$1,000,000 without the Agent's approval.

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 and the other Ships on approved terms, or in considering or making claims under a mortgagee's interest insurance and a mortgagee's additional perils (Pollution) cover for the benefit of the Finance Parties for an amount of 120 per cent of the Loan; and
- (b) any other insurance cover which the Agent reasonably requires in respect of any Finance Party's interests and potential liabilities (but not with respect to loss of hire of the Ship) (whether as mortgagee of the Ship or beneficiary of the Security Documents).

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 (other than the other Borrowers' Ships); or
- (b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrowers shall ensure that hull cover for the Ship and any other 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 Borrowers 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 told 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 Ship's Insurances are proposed to be renewed.

22.9 Instructions for renewal

At least seven 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 to the Agent at least seven 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 by the Borrowers 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 as assignee 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 its Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent if it is itself an assured).

22.15 Insurance correspondence

If so required by the Agent or, as the case may be, 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 asks the Borrowers for a detailed report from an independent firm of marine insurance brokers approved by the Agent giving their opinion on the adequacy of the Ship's Insurances then the Agent shall be provided promptly with such a report at no cost to the Agent or (if the Agent obtains such a report itself) the Borrowers shall reimburse the Agent for the cost of obtaining that report, Provided that unless an Event of Default has occurred and is continuing (or a material change has occurred in relation to the Insurances) the Borrowers shall only be liable for the cost of one insurance report in any calendar year.

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.

22.22 Settlement of claims

Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

23 Minimum security value

Each 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 any Ship or any other asset over which additional security is provided under this clause 23 will be its value as most recently determined in accordance with this clause 23.

23.2 Valuation frequency

Valuations of each Ship and each such other asset shall be addressed to the Agent (and for the benefit of the other Finance Parties) and in accordance with this clause 23 shall be obtained on or prior to making available the Advance for that Ship, and shall be dated within 30 days of such date and thereafter on a semi-annual basis (on 30 June and 31 December each year) and at any other time required by the Agent in each case being dated within 30 days of the date on which it is required to be provided.

23.3 Expenses of valuation

The Borrowers shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing:

- (a) one set of valuations of each Ship per half-year (which shall not include the costs and expenses of providing any valuations required under clause 4 (*Conditions of Utilisation*) which shall also be for the account of the Borrowers); and
- (b) in addition to those referred to in (a) above, any sets of valuations carried out at any time when an Event of Default has occurred and is continuing.

23.4 Valuations procedure

The value of each Ship shall be determined in accordance with, and by valuers approved and appointed in accordance with, this clause 23. Additional security provided under this clause 23 shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved or as may be agreed in writing by the Borrowers and the Agent (on the instructions of the Majority 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

Each valuation will be addressed to the Agent in its capacity as such 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 burden of any charter commitment.

23.7 Information required for valuation

The Borrowers 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 Approval of valuers

All valuers must be Approved Valuers.

23.9 Appointment of valuers

When a valuation is required for the purposes of this clause 23, the Agent and the Borrowers shall promptly appoint Approved Valuers to provide such a valuation. If the Borrowers are approved by the Lenders to appoint Approved Valuers but fail to do so promptly, the Agent may appoint Approved Valuers to provide that valuation.

23.10 Number of valuers

Each valuation shall be carried out by two Approved Valuers of whom one shall be nominated by the Agent and the other by the Borrowers. If the Borrowers fail promptly to nominate a second Approved Valuers then the Agent may nominate the second Approved Valuers.

23.11 Differences in valuations

If valuations provided by Approved Valuers differ, the value of the Ship for the purposes of the Finance Documents will be the mean average of those valuations. If the higher of the two valuations obtained pursuant to clause 23.10 (*Number of valuers*) is more than 115 per cent of the lower of the two valuations then a third valuation shall be obtained from an Approved Valuer selected by the Borrowers and the value of the Ship for the purposes of the Finance Documents will be the mean average of those three valuations.

23.12 Security shortfall

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 Borrowers require such deficiency be remedied. The Borrowers shall then within 14 days of receipt of such notice ensure that the Security Value equals or exceeds the Minimum Value. For this purpose, the Borrowers may:

- (a) provide additional security (in favour of the security agent under the Senior Facility (as to first priority) and in favour of the Security Agent under this Facility (as to second priority)) and over other approved assets in accordance with this clause 23; and/or
- (b) cancel part of the Total Commitments under clause 7.3 (*Voluntary cancellation*); and/or
- (c) subject to the Senior Facility Finance Documents, prepay part of the Loan under clause 7.4 (*Voluntary prepayment*) but on five Business Days' notice instead of the period required by such clause.

Any cancellation of part of the Available Facility pursuant to this clause 23.12 shall reduce the Total Commitments by the same amount and shall reduce the Commitments pro rata.

23.13 Creation of additional security

The value of any additional security which the Borrowers offer 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, its value and the method of its valuation have been approved;
- (b) a Security Interest over that security has been constituted in favour of the Security Agent (and, as the case may be, the security agent under the Senior Facility) in a form and manner approved by the Lenders and, as the case may be, the relevant Senior Finance Parties;

- (c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and
- (d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that additional security and its execution and (if applicable) registration.

23.14 Additional security 12 months prior to Charter's or Replacement Charter's expiry

23.14.1 In respect of each Ship, on the earlier to occur of:

- (a) the date falling 12 months prior to the expiry of that Ship's Charter or Replacement Charter (the **12 Month Expiry Date**) (if by such 12 Month Expiry Date, it has not been agreed to the satisfaction of the Agent that such Charter or Replacement Charter will be replaced by a Replacement Charter prior to its expiry date); and
- (b) the date on which any option pursuant to such Charter or Replacement Charter to extend the term of that Ship's Charter or Replacement Charter by a specific date has not been exercised,

the relevant Borrower shall immediately notify the Agent in writing (the **Charter Expiry Notice**). Such Charter Expiry Notice shall confirm: (i) the relevant Charter or Replacement Charter's expiry date and (ii) if relevant, that the extension option for that Charter or Replacement Charter has not been exercised.

23.14.2 Subject to the provisions of the Senior Facility Finance Documents, in respect of each Ship, if a Charter Expiry Notice for that Ship is required to be served on the Agent pursuant to clause 23.14.2, on a monthly basis starting from the 12 Month Expiry Date and throughout the 12 months following such 12 Month Expiry Date, the relevant Borrower shall (unless a Replacement Charter has been entered into on or before the expiry of such period), on the last Business Day of each month in such 12 month period, transfer 90% of any money paid to it under the Charter which is not required on account of the operating costs of the Ship or to meet a pro-rata proportion of principal and interest under the Senior Facility Agreement and interest under this Agreement, in either case, during such period into the relevant Blocked Deposit Account (up to a maximum aggregate amount of \$***** per Ship), which amount shall be held in the relevant Blocked Deposit Account in accordance with clause 25.2.2 (*Blocked Deposit Account*). On the date falling 12 months after the 12 Month Expiry Date, the Borrowers shall ensure that either a Replacement Charter shall have been entered into or a total minimum amount of \$***** shall have been paid into and will be maintained in the relevant Blocked Deposit Account.

23.15 Security release

If:

- (a) the Security Value shall at any time exceed the Minimum Value, and the Borrowers shall previously have provided further security to the Security Agent pursuant to clause 23.12 (*Security shortfall*) (but not in respect of clause 23.14 (*Additional security 12 months prior to Charter's or Replacement Charter's expiry*)); or
- (b) following the provision of cash collateral pursuant to clauses 7.7.3(b) (*Charter termination*) or 23.14 (*Additional security 12 months prior to Charter's or Replacement Charter's expiry*) a Replacement Charter in respect of the Relevant Ship is executed,

the Security Agent shall, as soon as reasonably practicable after notice from the Borrowers to do so and subject to being indemnified to its satisfaction against the cost of doing so, release any such further security specified by the Borrowers provided that the Agent 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

Each Borrower undertakes that this clause 24 will be complied with in relation to each Ship and its Charter Documents throughout the relevant Ship's Mortgage Period.

24.1 Variations

Except with approval of the Majority Lenders (not to be unreasonably withheld or delayed), the Charter Documents shall not be varied to a material extent (and, for the avoidance of doubt, any assignment or novation of a Charter Document without approval shall constitute a material variation).

24.2 Releases and waivers

Except with approval, there shall be no release by the relevant Owner of any material obligation of any other person under the Charter Documents (including by way of novation), no waiver of any material breach of any such obligation and no consent to anything which would otherwise be such a breach.

For the purposes of this clause 24.2 and clause 24.1 (*Variations*) above, without limitation, variations to, or releases of obligations or waivers of breaches in respect of, any of the following shall always be considered to be material for the purposes of this Agreement:

- (a) a reduction in the rate of hire payable under the Charter;
- (b) the provisions of the Charter which permit deductions to be made from payments of hire under the Charter where the effect is to extend their scope;
- (c) an extension of the circumstances under which the relevant Ship can be considered off-hire;
- (d) an extension of the circumstances in which either party is permitted to terminate the Charter; and
- (e) in the duration of the fixed term or optional extension period of the Charter.

24.3 Termination by Owner

Except with approval, the relevant Owner shall not terminate or rescind any Charter Document or withdraw the relevant Ship from service under its Charter or Replacement Charter or take any similar action.

24.4 Charter performance

The relevant Owner shall perform its obligations under the relevant Charter Documents and use its reasonable endeavours to ensure that each other party to them performs their obligations under the relevant Charter Documents.

24.5 Notice of assignment

The Borrowers shall give notice of assignment of all of the rights under the Charter Documents to the other parties to them in the form specified by the Charter Assignment prior to the delivery of the Ship and shall procure a copy of that notice acknowledged by each addressee in the form specified in the Charter Assignment for the Agent.

24.6 **Payment of Charter Earnings**

All Earnings which the relevant Owner is entitled to receive under the Charter Documents shall be paid in the manner required by the Security Documents.

25 **Bank accounts**

Each Borrower undertakes that this clause will be complied with throughout the Facility Period.

25.1 **Revenue Account**

- 25.1.1 Each Borrower shall be the holder of one or more Accounts with an Account Bank which is designated as a **"Revenue Account"** for the purposes of the Finance Documents.
- 25.1.2 The Earnings of the Ships and all moneys payable to the Owner of a Ship under the Ship's Insurances shall be paid by the persons from whom they are due to the relevant Revenue Account for that Borrower unless required to be paid to the Security Agent under the relevant Finance Documents or to the Senior Security Agent under the Senior Facility Finance Documents.
- 25.1.3 No Borrower shall withdraw amounts standing to the credit of a Revenue Account except as permitted by clause 25.1.4.
- 25.1.4 If there is no Event of Default which is continuing, amounts standing to the credit of the Revenue Accounts shall be at the free disposal of the relevant Borrower and the relevant Borrower may withdraw moneys from a Revenue Account for any purpose whatsoever which is permitted (or not prohibited) by the terms of this Agreement and the Finance Documents.

25.2 **Blocked Deposit Account**

- 25.2.1 The Borrowers shall each be the holder of at least one or more Accounts with an Account Bank which is designated as a **"Blocked Deposit Account"** for the purposes of the Finance Documents.
- 25.2.2 Unless and until an Event of Default has occurred which is continuing, the Borrowers shall be entitled to withdraw any or all amounts standing to the credit of a Blocked Deposit Account:
- (a) if approved by the Lenders; or
 - (b) if, following expiry of the relevant Charter, the relevant Ship is delivered to, and accepted by, a Charterer under a Replacement Charter and the relevant Borrower has executed a Security Interest in respect of such Replacement Charter in a form approved by the Lenders and delivered to the Agent any conditions precedent of the nature described in Schedule 3 (*Conditions precedent*) as required by the Agent; or
 - (c) in or towards repayment of the relevant Advance in accordance with clause 7.6 (*Sale or Total Loss*) or on the applicable Final Repayment Date.

25.3 **Other provisions**

- 25.3.1 An Account may only be designated for the purposes described in this clause 25 if:
- (a) such designation is made in writing by the Agent and acknowledged by the Borrowers and specifies the name and address of the Account Bank and the number and any designation or other reference attributed to the Account;
 - (b) an Account Security has been duly executed and delivered by the relevant Borrower in favour of the Security Agent;

- (c) any notice required by the Account Security to be given to an Account Bank has been given to, and acknowledged by, the Account Bank in the form required by the relevant Account Security; and
 - (d) 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 in relation to the Account and the relevant Account Security.
- 25.3.2 The rates of payment of interest and other terms regulating any Account will be a matter of separate agreement between the relevant Borrower and an Account Bank. If an Account is a fixed term deposit account, the relevant Borrower may select the terms of deposits until the relevant Account Security has become enforceable and the Security Agent directs otherwise.
- 25.3.3 No Borrower shall 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.
- 25.3.4 The Borrowers shall deposit with the Security Agent (and, as the case may be, the security agent under the Senior Facility) 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.
- 25.3.5 Each of the Agent and the Security Agent agrees that if it is an Account Bank in respect of an Account then there will be no restrictions on charging 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 Agent, acting on the instructions of the Lenders, each Borrower undertakes that this clause 26 will be complied with by and in respect of each Obligor and their Affiliates (to the extent applicable) throughout the Facility Period.

26.1 General negative pledge

No Borrower shall 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,

26.2 Transactions similar to security

(Without prejudice to clauses 26.3 (*Financial Indebtedness*) and 26.6 (*Disposals*)), no Borrower shall:

- (a) 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 Affiliate other than pursuant to disposals permitted under clause 26.6 (*Disposals*);
- (b) sell, transfer, factor or otherwise dispose of any of its receivables;
- (c) 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
- (d) enter into any other preferential arrangement having a similar effect,

where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

26.3 Financial Indebtedness

26.3.1 No Borrower shall, without approval of the Lenders, incur or permit to exist, any Financial Indebtedness (which shall include any Treasury Transaction) owed by it to anyone else except:

- (a) Financial Indebtedness incurred pursuant to the Senior Facility;
- (b) Financial Indebtedness incurred under the Finance Documents and the Senior Facility Finance Documents;
- (c) Financial Indebtedness owed to another Obligor which is subordinated in a manner approved by the Lenders;
- (d) Financial Indebtedness owed to trade creditors of the Borrower given in the ordinary course of its business; and
- (e) Financial Indebtedness permitted under clause 26.4 (*Guarantees*),

26.3.2 No Borrower shall pay any amounts owing under or in connection with the Finance Documents at any time when an Event of Default has occurred and is continuing and the restrictions contained in clause 3.6 (*Limitation on claiming or accepting payment*) of the Intercreditor Agreement have become applicable.

26.4 Guarantees

No Borrower shall 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 in favour of trade creditors of such Borrower given in the ordinary course of its business or in order to avoid the creation of, or to release, a Permitted Maritime Lien;
- (b) performance guarantees in favour of a Ship's Charterer in respect of management obligations which have been subcontracted to that Ship's Commercial Manager or Technical Manager provided that such guarantees are not in respect of any Financial Indebtedness; and
- (c) guarantees which are Financial Indebtedness permitted under clause 26.3 (*Financial Indebtedness*).

26.5 Bank accounts and other financial transactions

No Borrower shall:

- (a) maintain any bank accounts with a bank or financial institution except for the Accounts;
- (b) hold cash in any account (other than in an Account); and
- (c) be party to any banking or financial transaction, whether on or off balance sheet, that is not expressly permitted under this clause 26 (*Business restrictions*).

26.6 Disposals

No Borrower shall 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 such Borrower, in each case for cash on normal commercial terms and on an arm's length basis; and
- (c) 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

No Obligor shall be a party to any arrangement or contract with any of its Affiliates unless such arrangement or contract is on an arm's length basis.

26.8 Subsidiaries

No Borrower shall establish or acquire a company or other entity.

26.9 Acquisitions and investments

No Borrower shall, without approval, 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 a 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 Document , Senior Facility Finance Document or Charter Document to which it is party.

26.10 Reduction of capital

No Borrower shall 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 Increase in capital

No Borrower shall (and it is hereby undertaken by each Borrower that the Guarantors shall not) issue shares or other equity interests to anyone in a manner that permits a Change of Control.

26.12 Distributions and other payments

No Borrower shall:

- (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 to its Holding Company and provided no Default is continuing or would result from the making of such payment or declaration and such a dividend, distribution or payment is declared.

27 Events of Default

Each of the events or circumstances set out in clauses 27.1 to 27.21 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 (a) if a Disruption Event has occurred and such payment is made within three Business Days of the due date or (b) if, due to problems with a postal system which are outside of the control of the Obligors, a letter requesting payment under this Agreement is not delivered such that the relevant Obligor is not aware of the required payment and such payment is made within three Business Days of the relevant Obligor becoming aware of it.

27.2 Value of security

The Borrowers do not comply with clause 23 (*Minimum security value*).

27.3 Insurance

27.3.1 The Insurances of any Ship are not placed and kept in force in the manner required by clause 22 (*Insurance*).

27.3.2 Any insurer either:

(a) cancels any such Insurances and such Insurances are not immediately replaced by the Borrowers to the full satisfaction of the Lenders; or

(b) disclaims liability under them by reason of any mis-statement or failure or default by any person.

27.4 Sanctions

27.4.1 An Obligor does not comply with the provisions of clause 17.31 (*Sanctions*) or clause 19.12 (*Sanctions*) provided always that the Lenders will consider in good faith any request to waive an Event of Default for breach of sanctions pursuant to this clause if the Lenders consider that the state of affairs giving rise to the breach has been addressed to the Lenders' satisfaction

27.4.2 No Event of Default shall arise under clause 27.4.1 (*Sanctions*) if (a) the non-compliance with clauses 17.31 (*Sanctions*) or 19.12 (*Sanctions*) arose solely as a result of the circumstances set out in clause 19.12.4 (*Sanctions*) and (b) the relevant Borrower takes the actions set out, and within the time period specified, in such clause.

27.5 Other obligations

27.5.1 An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clauses 27.1 (*Non-payment*), 27.2 (*Value of security*), 27.3 (*Insurance*), 27.4 (*Sanctions*) or 27.6 (*Financial Covenants*)).

27.5.2 No Event of Default under clause 27.5.1 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 20 days of the earlier of (a) the Agent giving notice to the Borrowers and (b) any of the Borrowers becoming aware of the failure to comply.

27.6 Financial Covenants

GasLog does not comply with any financial covenant pursuant to clause 5 of the GasLog Guarantee (*Financial covenants*) or, as applicable, GLOP does not comply with any financial covenant pursuant to clause 5 of the GLOP Guarantee (*Financial covenants*) or GasLog makes a representation or statement pursuant to clause 5 of the GasLog Guarantee or, as applicable, GLOP makes a representation or statement pursuant to clause 5 the GLOP Guarantee (*Financial covenants*), which is or proves to have been, in either case, incorrect or misleading in any material respect when made or deemed to be made.

27.7 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 is or proves to have been incorrect or misleading in any material respect when made or deemed to be made provided that if any representation or statement made or deemed to be repeated by a Security Party in any Finance Document or any other document delivered by or on behalf of a Security Party under or in connection with any Finance Document is or proves to have been incorrect or misleading when made or deemed to be made unless the circumstances giving rise to such misrepresentation or mis-statement are, in the reasonable opinion of the Agent (acting on the instructions of the Majority Lenders), capable of remedy and are remedied to the satisfaction of the Agent within 20 days of the earlier of (a) the agent giving notice to the Obligors or (b) the Obligors becoming aware of the misrepresentation or mis-statement.

27.8 Cross default

- 27.8.1 Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.
- 27.8.2 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).
- 27.8.3 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).
- 27.8.4 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).
- 27.8.5 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).
- 27.8.6 No Event of Default will occur under this clause 27.8 if the aggregate amount of Financial Indebtedness falling within clauses 27.8.1 to 27.8.5 above is less than \$10,000,000 in respect of the Guarantors and \$1,000,000 in respect of any other Obligor.

27.9 Insolvency

- 27.9.1 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.
- 27.9.2 The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).
- 27.9.3 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.

27.10 **Insolvency proceedings**

27.10.1 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) 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;
- (b) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
- (c) 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
- (d) enforcement of any Security Interest over any assets of any Obligor,

or any analogous procedure or step is taken in any jurisdiction.

27.10.2 Clause 27.10.1 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 seven days of commencement or, if earlier, the date on which it is advertised.

27.11 **Creditors' process**

27.11.1 Any expropriation, attachment, sequestration, distress, 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 in respect of the Guarantors and \$1,000,000 in respect of any other Obligor (in each case, or its equivalent in other currencies)) and is not discharged within fifteen days.

27.11.2 Any judgment or order (for an amount in excess of \$10,000,000 in respect of the Guarantors and \$1,000,000 in respect of any other Obligor (in each case, or its equivalent in other currencies)) is made against any Obligor and is not stayed or complied with within thirty days.

27.12 **Unlawfulness and invalidity**

27.12.1 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.

27.12.2 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.

27.12.3 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.

27.12.4 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.

27.13 **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 an Owner as a result of the sale of its Ship in accordance with, and subject to, the provisions of this Agreement).

27.14 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 its assets and such Obligor fails to procure its release or as the case may be the release of such assets within a period of fifteen days thereafter (or such longer period as may be approved by the Lenders).

27.15 Repudiation and rescission of Finance Documents

An Obligor rescinds or repudiates a Finance Document.

27.16 Litigation

Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place against any Obligor or any of its assets, rights or revenues, and which, if adversely determined, which might, in the reasonable opinion of the Majority Lenders, be expected to have a Material Adverse Effect.

27.17 Material Adverse Effect

Any Environmental Incident or other event or circumstance or series of events (including any change of law) occurs which the Majority Lenders reasonably believe has, or might reasonably be expected to have, a Material Adverse Effect.

27.18 Security enforceable

Any Security Interest (other than a Permitted Maritime Lien) in respect of Charged Property becomes enforceable.

27.19 Arrest of Ship

Any 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 relevant Owner fails to procure the release of such Ship within a period of 30 days thereafter (or such longer period as may be approved by the Lenders).

27.20 Ship registration

Except with approval of the Lenders, the registration of any Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws within 90 days of such date.

27.21 Political risk

The Flag State of any 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, has or might, in the reasonable opinion of the Majority Lenders, be expected to have, a Material Adverse Effect and, within 15 days of notice from Agent to do so (or such longer period as may be approved by the Lenders), such action as the Agent may require to ensure that such circumstances will not have such an effect has not been taken by the Borrowers.

27.22 **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing (but subject to the provisions of the Intercreditor Agreement) the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrowers:

- (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 it 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.

SECTION 8 - CHANGES TO PARTIES

28 Changes to the Lenders

28.1 Assignments and transfers 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

28.2.1 The prior written consent of the Borrowers 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 immediately advise the Borrowers of the assignment. Subject to no Event of Default being continuing, the Borrowers shall be at full liberty to withhold consent if a proposed assignment will result in an increased cost to the Borrowers.

28.2.2 The Borrowers' consent may not be unreasonably withheld or delayed and will be deemed to have been given five Business Days after the Lender has requested consent unless consent is expressly refused within that time. Provided, however that, subject to no Event of Default being continuing, the Borrowers shall be entitled to withhold consent in their discretion if the assignment is to a trust or fund.

28.2.3 An assignment will only be effective:

- (a) 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 Borrowers and the other Finance Parties as it would have been under if it was an Original Lender;
- (b) on the New Lender entering into any documentation required for it to accede as a party to the Intercreditor Agreement and any Security Document to which the Original Lender is a party in its capacity as a Lender;
- (c) if at the time when an assignment takes effect more than one Utilisation is outstanding, the assignment of an Existing Lender's participation in the Utilisations (if any) under the Facility shall take effect in respect of the same fraction of each such Utilisation;
- (d) on the performance by the Agent of all "know your customer" or other checks 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 Lender and the New Lender; and
- (e) if that Existing Lender assigns equal fractions of its Commitment and participation in the Utilisations (if any) under the Facility.

28.2.4 If:

- (a) a Lender assigns any of its rights under the Finance Documents or changes its Facility Office; and
- (b) as a result of circumstances existing at the date the 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 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 assignment or change had not occurred unless the assignment or change is made by the Lender with the Borrowers' 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.

- 28.2.5 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 this Agreement on or prior to the date on which the transfer becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

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 \$3,000.

28.4 **Limitation of responsibility of Existing Lenders**

- 28.4.1 Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

- (a) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
- (b) the financial condition of any Obligor;
- (c) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents;
- (d) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; or
- (e) 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.

- 28.4.2 Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

- (a) has made (and shall continue to make) its own independent investigation and assessment of:
 - (i) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and
 - (ii) the application of any Basel II Regulation or 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;

- (b) 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

- (c) 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.

28.4.3 Nothing in any Finance Document obliges an Existing Lender to:

- (a) accept a re-assignment from a New Lender of any of the rights assigned under this clause 28; or
- (b) 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 transfer

28.5.1 Subject to the conditions set out in clause 28.2 (*Conditions of assignment*) an assignment is effected in accordance with clause 28.5.2 below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under clause 28.2.3 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, 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 consultations with them.

28.5.2 On the Transfer Date:

- (a) to the extent that in the Transfer Certificate the Existing Lender seeks to be released from its obligations under the Finance Documents, the Existing Lender shall be released from further obligations towards the Obligors and the other Finance Parties under the Finance Documents and rights of the Obligors and the other Finance Parties against the Existing Lender under the Finance Documents shall be cancelled (being the **Discharged Obligations**) (but the obligations owed by the Obligors under the Finance Documents shall not be released);
- (b) the New Lender shall assume obligations towards each of the Obligors who are a Party and/or the Obligors and the other Finance Parties shall acquire rights against the New Lender which differ from the Discharged Rights and Obligations only insofar as the New Lender has assumed and/or the Obligors and the other Finance Parties acquired the same in place of the Existing Lender;
- (c) the other Finance Parties and the New Lender shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Security Agent, Existing Lender and the other Finance Parties shall each be released from further obligations to each other under the Finance Documents; and
- (d) the New Lender shall become a Party to the Finance Documents as a “Lender” for the purposes of all the Finance Documents.

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 28.2.3, send a copy of that Transfer Certificate and such documents to the Borrowers and the other Lenders.

28.7 Security over Lenders' rights

In addition to the other rights provided to Lenders under this clause 28, 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.

29 Changes to the Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

SECTION 9 - THE FINANCE PARTIES

30 Roles of Agent, Security Agent and Arrangers

30.1 Appointment of the Agent

30.1.1 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.

30.1.2 Each such other Finance Party authorises the Agent:

- (a) 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
- (b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

30.2 Instructions to Agent

30.2.1 The Agent shall:

- (a) 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:
 - (i) all Lenders or the Majority Lenders (as the case may be) if the relevant Finance Document stipulates the matter requires such decision; and
 - (ii) in all other cases, the Majority Lenders; and
- (b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

30.2.2 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.

30.2.3 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 for the Security Agent.

30.2.4 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.

30.2.5 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.

- 30.2.6 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 30.2.6 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**
- 30.3.1 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.
- 30.3.2 Without prejudice to clause 28.6 (*Copy of Transfer Certificate to Borrowers*), clause 30.3.1 shall not apply to any Transfer Certificate.
- 30.3.3 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.
- 30.3.4 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.
- 30.3.5 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.
- 30.3.6 The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- 30.4 Role of the Arrangers and Bookrunner**
- Except as specifically provided in the Finance Documents, the Arrangers and the Bookrunner 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**
- 30.5.1 Nothing in any Finance Document constitutes the Agent, the Arrangers and the Bookrunner as a trustee or fiduciary of any other person.
- 30.5.2 None of the Agent, the Security Agent, the Arrangers and the Bookrunner 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, the Arrangers and the Bookrunner may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or their Affiliates.
- 30.7 Rights and discretions of the Agent**
- 30.7.1 The Agent may
- (a) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
 - (b) assume that:

(i) 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

(ii) unless it has received notice of revocation, that those instructions have not been revoked; and

(c) rely on a certificate from any person:

(i) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(ii) 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.

30.7.2 The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the other Finance Parties) that:

(a) no Default has occurred (unless it has actual knowledge of a Default arising under clause 27.1 (*Non-payment*));

(b) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and

(c) any notice or request made by a Borrower (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

30.7.3 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.

30.7.4 Without prejudice to the generality of clause 30.7.3 or clause 30.7.5, 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 desirable.

30.7.5 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 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.

30.7.6 The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:

(a) be liable for any error of judgment made by any such person; or

(b) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,

unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct.

30.7.7 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.

- 30.7.8 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.
- 30.7.9 Without prejudice to the generality of clause 30.7.8, the Agent shall be entitled (but not obliged) to disclose the identity of a Defaulting Lender to the other Finance Parties and the Borrowers.
- 30.7.10 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.
- 30.7.11 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 Borrowers 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 or any Charter Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or any Charter 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 or any Charter 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) 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; or
- (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.

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**

30.10.1 Without limiting clause 30.10.2 (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) for:

- (a) 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, wilful misconduct or fraudulent behaviour;
- (b) 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 its gross negligence, wilful misconduct or fraudulent behaviour; or
- (c) 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:
- (d) any act, event or circumstance not reasonably within its control; or
- (e) 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 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.

- 30.10.2 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 subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.
- 30.10.3 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.
- 30.10.4 Nothing in this Agreement shall oblige the Agent or any Arrangers to carry out
- (a) any “know your customer” or other checks in relation to any person; or
 - (b) 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.
- 30.10.5 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**
- 30.11.1 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:
- (a) any Losses for negligence or any other category of liability whatsoever incurred by such Lenders' Representative in the circumstances contemplated pursuant to clause 33.9 (*Disruption to payment systems etc*) notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent); and
 - (b) any other Losses (otherwise than by reason of the Agent's gross negligence or wilful misconduct) including the costs of any person engaged in accordance with clause 30.7.3 (*Rights and discretions of the Agent*) and any Receiver 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).
- 30.11.2 Subject to clause 30.11.3, the Borrowers shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to clause 30.11.1.

30.11.3 Clause 30.11.2 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**

30.12.1 The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders, the Security Agent and the Borrowers.

30.12.2 Alternatively the Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrowers, in which case the Majority Lenders (after consultation with the Borrowers) may appoint a successor Agent acting through an office in the United Kingdom.

30.12.3 If the Majority Lenders have not appointed a successor Agent in accordance with clause 30.12.2 above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Borrowers) may appoint a successor Agent.

30.12.4 If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under clause 30.12.3, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this clause 30 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under clause 28.3 of this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will (subject to approval by the Majority Lenders, which approval shall not be unreasonably withheld or delayed) bind the Parties.

30.12.5 The retiring Agent shall, 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.

30.12.6 The Agent's resignation notice shall only take effect upon the appointment of a successor.

30.12.7 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 30.12.5) but shall remain entitled to the benefit of clause 14.3 (*Indemnity to the Agent and the 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.

30.13 **Replacement of the Agent**

30.13.1 After consultation with the Borrowers, the Majority Lenders may, by giving 30 days' notice to the Agent replace the Agent by appointing a successor Agent.

30.13.2 The retiring Agent shall 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.

30.13.3 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 30.13.2) but shall remain entitled to the benefit of clause 14.3 (*Indemnity to the Agent and the 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).

30.13.4 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 Replacement of the Agent for FATCA withholding

The Agent shall resign in accordance with clause 30.12.2 (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to clause 30.12.3 above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment of the Agent under the Finance Documents, either:

- (a) the Agent fails to respond to a request under clause 12.6 (*FATCA Information*) and the Borrowers 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;
- (b) the information supplied by the Agent pursuant to clause 12.6 (*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
- (c) the Agent notifies the Borrowers 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,

30.14.2 and (in each case) the Borrowers 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 that Borrower or that Lender, by notice to the Agent, requires it to resign.

30.15 Confidentiality

30.15.1 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.

30.15.2 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.

30.15.3 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 (a) any confidential information or (b) 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.

30.16 Relationship with the Lenders

30.16.1 The Agent may treat the persons shown in its records as Lenders at the opening of business (in the place of its principal office as notified to the Finance Parties from time to time) as each Lender, acting through its Facility Office:

- (a) entitled to or liable for any payment due under any Finance Document on that day; and
- (b) 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.

30.16.2 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.

30.16.3 Each Lender shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

30.17 **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 any other Group Member;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction 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 Transaction 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 Transaction 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.

30.18 **Reference Banks**

If a Reference Bank (or, if a Reference Bank is not a Lender, the Lender of which it is an Affiliate) ceases to be a Lender, the Agent shall (in consultation with the Borrowers) appoint another Lender or an Affiliate of a Lender to replace that Reference Bank.

30.19 **Agent's management time and additional remuneration**

Any amount payable to the Agent under clause 14.3 (*Indemnity to the Agent and the Security Agent*), clause 16 (*Costs and expenses*) and clause 30.11 (*Lenders' indemnity to the 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 Borrowers and the Lenders, and is in addition to any fee paid or payable to the Agent under clause 11 (*Fees*).

30.20 **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.

30.21 **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.

30.22 **Security Agent**

30.22.1 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.

30.22.2 Each other Finance Party authorises the Security Agent:

- (a) 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
- (b) 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.

30.22.3 The Security Agent accepts its appointment under clause 30.22 (*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 30.22 - 30.29 (inclusive) and the Security Documents to which it is a party.

30.22.4 The Security Agent undertakes that it will, when requested by the Borrowers or the Lenders, enter into a Quiet Enjoyment Agreement in respect of each Ship.

30.23 **Application of certain clauses to Security Agent**

30.23.1 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*), 30.15 (*Confidentiality*), 30.16 (*Relationship with the Lenders*), 30.17 (*Credit appraisal by the Lenders*), 30.19 (*Agent's management time and additional remuneration*) and 30.20 (*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.

30.23.2 In addition, clause 30.12 (*Resignation of the Agent*) shall, for the purposes of its application to the Security Agent pursuant to clause 30.23.1, have the following additional sub-clause:

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 retiring Security Agent (except where the Security Agent is retiring under clause 30.12.1 as

extended to it by clause 30.23.1, in which case such costs shall be borne by the Lenders (in proportion to their shares of the Total Commitments or, if the Total Commitments are then zero, to their shares of the Total Commitments immediately prior to their reduction to zero).

30.24 **Instructions to Security Agent**

30.24.1 The Security Agent shall:

- (a) 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 instructions given to it by the Agent; and
- (b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

30.24.2 The Security Agent shall be entitled 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.

30.24.3 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.

30.24.4 The Security Agent may refrain from acting in accordance with any instructions of the Agent 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.

30.24.5 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 Lenders.

30.24.6 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 30.24.6 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.

30.25 **Order of application**

30.25.1 Subject to the Senior Facility Finance Documents, 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:

- (a) **first**, as to a sum equivalent to the amounts payable 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 30.23 (*Application of certain clauses to Security Agent*)), for the Security Agent absolutely;
- (b) **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, and pro-rata to the amounts owing to them under the Finance Documents;
- (c) **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 30.25.1 as and when any such amounts later fall due;

- (d) **fourthly**, to such other persons (if any) as are legally entitled thereto in priority to the Obligors; and
- (e) **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.

30.25.2 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), any 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 Borrowers or any other person liable.

30.25.3 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 30.25 by paying such amounts to the Agent for distribution in accordance with clause 33 (*Payment mechanics*).

30.26 **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 30.25 (*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 misconduct;
- (c) may, in the conduct of its obligations under and in respect of the Security Documents (otherwise than in relation to its right to make any declaration, determination or decision), 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) and on the basis that (i) any such agent 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 if the Security Agent shall have exercised reasonable care in the selection of such agent; and

- (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 exercising reasonable care or with any firm of solicitors or company whose business includes undertaking the safe custody of documents selected by the Security Agent exercising reasonable care 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 (save that it shall take reasonable steps to pursue any person who may be liable to it in connection with such loss).

30.27 All enforcement action through the Security Agent

30.27.1 None of the other Finance Parties shall have any independent power to enforce any of the 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 any of the Security Documents except through the Security Agent.

30.27.2 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 through the Security Agent. 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.

30.28 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 30.25 (*Order of application*).

30.29 Indemnity from Trust Property

30.29.1 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:

- (a) 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;
- (b) as a result of any breach by an Obligor of any of its obligations under any Finance Document;
- (c) 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
- (d) 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.

30.29.2 The rights conferred by this clause 30.29 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 30.29 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 misconduct.

30.30 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 30.25 (*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 30.25 (*Order of application*).

30.31 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 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 a Borrower, the requisite release shall include releases of all claims (including under guarantees) of the Finance Parties and/or the Security Agent against such Borrower and of all Security Interests over the assets of such Borrower.

30.32 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.

30.33 Additional trustees

The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrowers to appoint any person approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed) 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.

30.34 Role of Reference Banks

- 30.34.1 No Reference Bank is under any obligation to provide a quotation or any other information to the Agent.
- 30.34.2 No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.
- 30.34.3 No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on clauses 30.34.1 to 30.34.3 subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

30.35 Third party Reference Banks

- 30.35.1 A Reference Bank which is not a Party may rely on clauses 30.34.1 to 30.34.3 (*Role of Reference Banks*), clause 39.3 (*Other exceptions*) and clause 40 (*Confidentiality of Funding Rates and Reference Bank Quotations*) subject to clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

30.36 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

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 27.22(b) (*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 Borrowers, any Obligor or any Subsidiaries of an Obligor 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 Arranger*) as it applies to the Security Agent.

31.3 Majority Lenders

- 31.3.1 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.
- 31.3.2 If, within ten Business Days of the Agent despatching to each Lender a notice requesting instructions (or confirmation of instructions) from the Lenders or the agreement of the Lenders to any amendment, modification, waiver, variation or excuse of performance for the purposes of, or in relation to, any of the Finance Documents, the Agent has not received a reply specifically giving or confirming or refusing to give or confirm the relevant instructions or, as the case may be, approving or refusing to approve the proposed amendment, modification, waiver, variation or excuse of performance, then (irrespective of whether such Lender responds at a later date) the Agent shall treat any Lender which has not so responded as having indicated a desire to be bound by the wishes of 66 $\frac{2}{3}$ per cent of those Lenders (measured in terms of the total Commitments of those Lenders) which have so responded.
- 31.3.3 For the purposes of clause 31.3.2, any Lender which notifies the Agent of a wish or intention to abstain on any particular issue shall be treated as if it had not responded.

31.3.4 Clauses 31.3.2 and 31.3.3 shall not apply in relation to those matters referred to in, or the subject of, clause 32.5 (*Exceptions*).

31.4 **Conflicts**

31.4.1 Each 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 Borrowers may have conflicting interests in respect of the Facility or otherwise.

31.4.2 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 Borrowers also acknowledge 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.

31.4.3 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.

31.5 **Replacement of a Defaulting Lender**

31.5.1 The Borrowers may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 20 Business Days' prior written notice to the Agent and such Lender:

- (a) 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; or
- (b) require 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 the undrawn Commitment of the Lender,

to a Lender or other bank, financial institution, trust, fund or other entity (a "**Replacement Lender**") selected by the Borrowers, and which is acceptable to the Agent (acting reasonably) and (in the case of any transfer of any undrawn Commitments), 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.

31.5.2 Any transfer of rights and obligations of a Defaulting Lender pursuant to this clause shall be subject to the following conditions:

- (a) the Borrowers shall have no right to replace the Agent;
- (b) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrowers to find a Replacement Lender;
- (c) the transfer must take place no later than 20 days after the notice referred to in clause 31.5.1; and
- (d) 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.

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*) 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 33.5.1 (*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.

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

- 32.5.1 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.

- 32.5.2 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, if:
- (i) it notified that other Finance Party of the legal or arbitration proceedings;
 - (ii) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and
- (b) 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.

SECTION 10 - ADMINISTRATION

33 Payment mechanics

33.1 Payments to the Agent

- 33.1.1 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.
- 33.1.2 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) 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 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).

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

- 33.4.1 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.
- 33.4.2 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.
- 33.4.3 If the Agent is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders 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 a Borrower:
- (a) the Borrowers shall on demand refund it to the Agent; and
 - (b) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrowers, 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

- 33.5.1 Subject to the Senior Facility Finance Documents, if the Agent receives a payment for application against amounts due under the 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:
- (a) **first**, in or towards payment pro rata of any unpaid fees, costs and expenses (ignoring any fees payable under clause 11 (*Fees*)) of the Agent, the Security Agent or the Arrangers under those Finance Documents;
 - (b) **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 30.23.1 (*Application of certain clauses to Security Agent*);
 - (c) **thirdly**, in or towards payment to the Lenders pro rata of any accrued interest, fee or commission or any principal due but unpaid under those Finance Documents; and
 - (d) **fourthly**, in or towards payment pro rata of any other sum due to the Finance Parties but unpaid under the Finance Documents.
- 33.5.2 The Agent shall, if so directed by all the Lenders, vary the order set out in paragraphs (b) to (e) of clause 33.5.1.
- 33.5.3 Clauses 33.5.1 and 33.5.2 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

- 33.7.1 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).
- 33.7.2 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 Currency of account

- 33.8.1 Subject to clauses 33.8.2 to 33.8.3, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- 33.8.2 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.
- 33.8.3 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.
- 33.8.4 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.

33.9 Disruption to Payment Systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrowers that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrowers, consult with the Borrowers with a view to agreeing with the Borrowers 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 Borrowers 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 Borrowers shall (whether or not it is finally determined that a 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 33.9; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

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.

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 fax or letter.

35.2 Addresses

The address, and fax number (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:

- (a) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (*The original parties*);

- (b) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party;
- (c) in the case of any Original Lender, the Security Agent, the Agent and any other original Finance Party that identified with its name in Schedule 1 (*The original parties*); and
- (d) in the case of each other Lender or 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, fax number, 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**

35.3.1 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) 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.

35.3.2 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).

35.3.3 All notices from or to an Obligor shall be sent through the Agent.

35.3.4 Any communication or document made or delivered to the Borrowers in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.

35.3.5 Any communication or document which becomes effective, in accordance with clauses 35.3.1 to 35.3.4 above, after 5:00 pm in the place of receipt shall be deemed only to become effective on the following day.

35.4 **Notification of address and fax number**

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to clause 35.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

35.5 **Electronic communication**

35.5.1 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 (including, without limitation, by way of posting to a secure website) if those two Parties:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
- (b) 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.

Each of the Finance Parties and each Obligor hereby confirm that unless and until notified to the contrary, communication by electronic mail is an acceptable form of general communication.

- 35.5.2 Any such electronic communication as specified in clause 35.5.1 to be made between an Obligor and a Finance Party may only be made in that way 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.
- 35.5.3 Any such electronic communication as specified in clause 35.5.1 made between any two Parties will be effective only when actually received (or made available) 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.
- 35.5.4 Any electronic communication which becomes effective, in accordance with clause 35.5.3 above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement or any other Finance Document shall be deemed only to become effective on the following day.
- 35.5.5 Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with clause 35.5.

35.6 English language

- 35.6.1 Any notice given under or in connection with any Finance Document shall be in English.
- 35.6.2 All other documents provided under or in connection with any Finance Document shall be:
- (a) in English; or
 - (b) 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.

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, commission 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 the Finance Documents 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 the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy 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 waivers

39.1 Required consents

- 39.1.1 Subject to clauses 39.2 (*All Lender matters*) and 39.3 (*Other exceptions*) and unless the provisions of the Intercreditor Agreement expressly provides otherwise, 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.
- 39.1.2 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.
- 39.1.3 Each Obligor agrees to any such amendment or waiver permitted by this clause 39 which is agreed to by the Borrowers. This includes any amendment or waiver which would, but for this clause 39.1.3, require the consent of the Guarantors.

39.2 All Lender matters

- 39.2.1 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 “Majority Lenders” in clause 1.1 (*Definitions*);
 - (b) the definition of “Last Availability Date” in clause 1.1 (*Definitions*);
 - (c) an extension to the date of payment of any amount under the Finance Documents;
 - (d) a change in the Margin or a change in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;
 - (e) an increase in, or an extension of, any Commitment or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders pro rata under a Facility or an extension of the Last Availability Date;
 - (f) a change to the Borrower or any other Obligor;
 - (g) any provision which expressly requires the consent or approval “of the Lenders” or “all of the Lenders” or “all Lenders”;
 - (h) clause 2.2 (*Finance Parties’ rights and obligations*), clause 7.1 (*Illegality*), clause 7.2 (*Change of Control, Drop Down and transfer of shares in GasLog Carriers*), clause 7.6

(Sale or Total Loss), 7.7 (Charter termination), clause 17.31 (Sanctions), clause 19.12 (Sanctions), clause 28 (Changes to the Lenders), clause 32.1 (Payments to Finance Parties), this clause 39, clause 43 (Governing law) or clause 44.1 (Jurisdiction of English courts);

- (i) the order of distribution under clause 33.5.1 (Partial payments);
- (j) the order of distribution under clause 30.25.1 (Order of application);
- (k) the currency in which any amount is payable under any Finance Document;
- (l) an increase in any Commitment 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 pro rata;
- (m) the nature or scope of the Charged Property or the manner in which the proceeds of enforcement of the Security Documents are distributed; or
- (n) a change to the circumstances in which the security constituted by the Security Documents are permitted or required to be released or reassigned under any of the Finance Documents; or
- (o) any consent or decision expressly required to be given, or as the case may be, made by the Junior Finance Parties (as such term is defined in the Intercreditor Agreement to mean the Finance Parties under this Agreement) pursuant to the terms of the Intercreditor Agreement,

shall not be made, or given, without the prior consent of all the Lenders.

39.3 Other exceptions

- 39.3.1 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).
- 39.3.2 Notwithstanding clauses 39.1 and 39.2.1 to 39.3.1 (inclusive), 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.
- 39.3.3 Subject to clause 39.3.1, if the Screen Rate is not available, any amendment or waiver which relates to providing for another benchmark rate to apply in relation to that currency in place of that Screen Rate (or which relates to aligning any provision of a Finance Document to the use of that other benchmark rate) may be made with the consent of the Majority Lenders and the Borrowers.

39.4 Releases

Except with the approval of all of 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.

39.5 Replacement of Lender

- (a) If:
- (i) any Lender becomes a Non-Consenting Lender (as defined below); or
 - (ii) an Obligor becomes obliged to repay any amount in accordance with clause 7.1 (*Illegality, prepayment and cancellation*) to any Lender,

then the Guarantors may, on 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 Guarantors and which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with clause 28 (Changes to the Lenders) for a purchase price in cash payable at the time of transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Advances and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents.

- (b) The replacement of a Lender pursuant to this clause 39.5 shall be subject to the provisions of clause 28 (Changes to the Lenders).
- (c) The Guarantors shall have no right to replace the Agent or the Security Agent.

40 Confidentiality

40.1 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 40.2 (*Disclosure of Confidential Information*), 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.

40.2 Disclosure of information

Any Finance Party may disclose (without the consent of the Borrowers) to any of its Affiliates and any of its or their officers, directors and employees who are bound by similar confidentiality obligations in favour of the Obligors as set out herein, and to its legal advisers, auditors and other professional advisers in respect of whom a professional obligation of confidentiality is due and to 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 provided that such person to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for secondary debt trading or such other form of confidentiality undertaking agreed between the Guarantors and such person;
- (b) in the case of a Lender, to whom or for whose benefit that Finance Party charges, assigns or otherwise creates a Security Interest (or may do so) pursuant to clause 28.7 (*Security over Lender's 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 provided that such person to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality

Undertaking for secondary debt trading or such other form of confidentiality undertaking agreed between the Guarantors and such person;

- (d) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation or stock exchange rules; or
- (e) to a rating agency, provided that such rating agency to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for secondary debt trading or such other form of confidentiality undertaking agreed between the Guarantors and such rating agency,

and, with the consent of the Borrowers, any Finance Party may disclose to any other person such Confidential Information as that Finance Party shall consider appropriate.

The Agent and the Arrangers each may, at their own expense, publish information about their participation in, or agency or arrangement in respect of, the Facilities and, for such purposes, to use the Borrowers' and/or the Obligors' logo and trademark in connection with such publication with the prior written consent of GasLog and GLOP.

40.3 Entire agreement

This clause 40 (*Confidentiality*) 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 Confidentiality of Funding Rates and Reference Bank Quotations

41.1 Confidentiality and disclosure

41.1.1 The Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by clauses 41.1.2, 41.1.3 and 41.1.4.

41.1.2 The Agent may disclose:

- (a) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the relevant Borrower pursuant to clause 8.4 (*Notification of rates of interest*); and
- (b) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for secondary debt trading or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Reference Bank, as the case may be.

41.1.3 The Agent may disclose any Funding Rate or any reference Bank Quotation, and each Obligor may disclose any Funding Rate, to:

- (a) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;

- (b) any person 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, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;
- (c) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and
- (d) any person with the consent of the relevant Lender or Reference Bank, as the case may be.

41.1.4 The Agent's obligations in this clause 40 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under clause 8.4 (*Notification of rates of interest*) **provided that** (other than pursuant to clause 41.1.2(a) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

41.2 Related obligations

41.2.1 The Agent and each Obligor acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate or, in the case of the agent, any Reference Bank Quotation for any unlawful purpose.

41.2.2 The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be;

- (a) of the circumstances of any disclosure made pursuant to clause 41.1.3(b) (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that any information has been disclosed in breach of this clause 40.

41.3 No Event of Default

No Event of Default will occur under clause 27.5 (*Other obligations*) by reason only of an Obligor's failure to comply with this clause 41.

42 Counterparts and waiver of immunity

42.1 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.

42.2 Each of the Borrowers hereby, and each of the other Obligors by their execution of the Finance Documents to which they are party, irrevocably and unconditionally:

- (a) agrees not to claim in any jurisdiction, for itself or in respect of its assets, immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or

other legal process and waives such present or future immunity, whether claimed or not; and

- (b) consents generally to the giving of any relief or the issue of any process in connection with any proceedings, including the making, enforcement or execution against any property of any nature (irrespective of its use or intended use) of any order or judgement which may be made or given in any proceedings.

SECTION 11 - GOVERNING LAW AND ENFORCEMENT

43 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

44 Enforcement

44.1 Jurisdiction of English courts

- 44.1.1 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**).
- 44.1.2 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.
- 44.1.3 This clause 44.1 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.

44.2 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

Borrowers

Name:	GAS-eighteen Ltd. (Borrower A)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	48623
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name:	GAS-nineteen Ltd. (Borrower B)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	48943
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name:	GAS-twenty Ltd. (Borrower C)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	48942
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name:	GAS-twenty one Ltd. (Borrower D)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	48941
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name:	GAS-twenty seven Ltd. (Borrower E)
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	49900
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Guarantors

Name of GasLog	GasLog Ltd. (GasLog)
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name of GasLog Carriers	GasLog Carriers Ltd. (GasLog Carriers)
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name of GLOP	GasLog Partners LP (GLOP)
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	950063
English process agent (if not incorporated in England)	GasLog Services UK Ltd, 81 Kings Road, London SW3 4NX, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Name of GPHL	GasLog Partners Holdings LLC (GPHL)
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	962930
English process agent (if not incorporated in England)	GasLog Services UK Ltd, 81 Kings Road, London SW3 4NX, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960
Address for service of notices	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

Technical Manager

Name of GasLog LNG	GasLog LNG Services Ltd.
Jurisdiction of incorporation	Bermuda
Registration number (or equivalent, if any)	35655
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	Simon Crowe, c/o GasLog Monaco SAM, Gildo Pastor Center, 7, rue du Gabian, MC 98000 Monaco

The Original Lenders

Name	ABN AMRO Bank N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>FOR CREDIT MATTERS:</p> <p>Address: Coolsingel 93 3012 AE Rotterdam The Netherlands</p> <p>Attn: Jurjen Maarleveld / Transportation South Europe/ PAC GL1610</p> <p>Email: jurjen.maarleveld@nl.abnamro.com</p> <p>FOR LOAN ADMINISTRATION:</p> <p>Address: Coolsingel 93 1000 EA Amsterdam The Netherlands</p> <p>Attn: Dien Quan / Pieter van Wijk/ NPL Credits/ ECT / PAC 0914</p> <p>Email: loket.leningenadministratie.ccs@nl.abnamro.com</p> <p>Fax: +31 10 4016118</p>
Commitment (\$)	[1]

Name	DNB (UK) Ltd.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: 8th Floor The Walbrook Building 25 Walbrook London EC4N 8AF</p> <p>Fax: +44(0)207 626 5956</p> <p>Attention: Credit Middle Office & Agency</p>
Commitment (\$)	[1]

Name	DVB Bank America N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: Gaitoweg 350 Willemstad Curacao</p> <p>Fax: +5999 431 8749</p> <p>Attention: Kai Förster</p> <p>With copy to:</p> <p>DVB Bank SE Park House 16-18 Finsbury Circus London EC2M 7EB United Kingdom Fax +442072564529 Attn: Cornelia Urban</p>
Commitment (\$)	[1]

Name	Commonwealth Bank of Australia
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: Level 2, 1 New Ludgate 60 Ludgate Hill London EC4M 7AW</p> <p>Ph: +44 (0) 20 7710 3607 / +44 (0) 20 7710 3942</p> <p>Attention: Simon Baker/William Barrand</p> <p>Email: simon.baker2@cba.com.au william-james.barrand@cba.com.au</p> <p>Cc: deborah.tan@cba.com.au / trang.nguyen@cba.com.au / postdealmanagementstructuredassetfinance@cba.com.au</p>
Commitment (\$)	[1]

Name	ING Bank N.V., London Branch
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: 60 London Wall London EC2M 5TQ</p> <p>FOR CREDIT MATTERS: Mr Rory Hussey/Ms Olga Terentieva Fax: +44 20 7767 6987</p> <p>FOR LOAN ADMINISTRATION: Mr Mark Dasalia/ Ms Bernadette Smailes Fax: +44 20 7767 7324</p>
Commitment (\$)	[1]

The Agent

Name	DNB Bank ASA, London Branch	
Facility Office, address, fax number and attention details for notices and account details for payments	Address:	8 th Floor The Walbrook Building 25 Walbrook London EC4N 8AF
	Fax:	+44(0)207 626 5956
	Attention:	Credit Middle Office & Agency

The Security Agent

Name	DNB Bank ASA, London Branch	
Facility Office, address, fax number and attention details for notices and account details for payments	Address:	8 th Floor The Walbrook Building 25 Walbrook London EC4N 8AF
	Fax:	+44(0)207 626 5956
	Attention:	Credit Middle Office & Agency

The Bookrunners

Name	DNB (UK) Ltd.	
Facility Office, address, fax number and attention details for notices and account details for payments	Address:	8 th Floor The Walbrook Building 25 Walbrook London EC4N 8AF
	Fax:	+44(0)207 626 5956
	Attention:	Credit Middle Office & Agency

Name	ABN AMRO Bank N.V.	
Facility Office, address, fax number and attention details for notices and account details for payments	Address:	Coolsingel 93 1000 EA Amsterdam The Netherlands
	Fax:	+31 10 4016118
	Attention:	Dien Quan / Pieter van Wijk/ NPL Credits/ ECT / PAC 0914

The Arrangers

Name	DNB (UK) Ltd.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: 8th Floor The Walbrook Building 25 Walbrook London EC4N 8AF</p> <p>Fax: +44(0)207 626 5956</p> <p>Attention: Credit Middle Office & Agency</p>

Name	ABN AMRO Bank N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: Coolsingel 93 1000 EA Amsterdam The Netherlands</p> <p>Fax: +31 10 4016118</p> <p>Attention: Dien Quan / Pieter van Wijk/ NPL Credits/ ECT / PAC 0914</p>

Name	DVB Bank America N.V.
Facility Office, address, fax number and attention details for notices and account details for payments	<p>Address: Gaitoweg 350 Willemstad Curacao</p> <p>Fax: +5999 431 8749</p> <p>Attention: Kai Förster</p> <p>With copy to:</p> <p>DVB Bank SE Park House 16-18 Finsbury Circus London EC2M 7EB United Kingdom Fax +442072564529 Attn: Cornelia Urban</p>

Schedule 2 Ship information

Ship A

Name of Ship:	Methane Lydon Volney
Owner:	GAS-eighteen Ltd.
Ship Commitment:	30,000,000
Flag State:	Bermuda
Official Number:	737898
IMO Number:	9307205
Charter description:	Time Charter Party dated 10 April 2014
Charter Rates:	\$***** (\$***** during optional period) per day (for a 6.5 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, an indirectly wholly owned subsidiary of BG Group plc
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NIBS, TCM, FL 40, SH, SH-DLA, SHCM Additional Notations: PMP, CRC, SFA 40
Classification Society:	American Bureau of Shipping

Ship B

Name of Ship:	Methane Alison Victoria
Owner:	GAS-nineteen Ltd.
Ship Commitment:	30,000,000
Flag State:	Bermuda
Official Number:	737921
IMO Number:	9321768
Charter description:	Time Charter Party dated 29 May 2014
Charter Rates:	\$***** (\$***** during optional period) per day (for a 5.5 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, an indirectly wholly owned subsidiary of BG Group plc
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NIBS, TCM, FL 40, SH, SH-DLA, SHCM Additional Notations: PMP, CRC, SFA 40 ABS Additional Notations: RRDA, CRC, SFA 40, RW
Classification Society:	American Bureau of Shipping

Ship C

Name of Ship:	Methane Shirley Elisabeth
Owner:	GAS-twenty Ltd.
Ship Commitment:	30,000,000
Flag State:	Bermuda
Official Number:	737920

IMO Number:	9321756
Charter description:	Time Charter Party dated 4 June 2014
Charter Rates:	\$***** (\$***** during optional period) per day (for a 6 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, an indirectly wholly owned subsidiary of BG Group plc
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NIBS, TCM, FL 40, SH, SH-DLA, SHCM ABS Additional Notations: RRDA, CRC, SFA 40, RW
Classification Society:	American Bureau of Shipping

Ship D

Name of Ship:	Methane Heather Sally
Owner:	GAS-twenty one Ltd.
Ship Commitment:	30,000,000
Flag State:	Bermuda
Official Number:	737922
IMO Number:	9321744
Charter description:	Time Charter Party dated 19 June 2014
Charter Rates:	\$***** (\$***** during optional period) per day (for a 6.5 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, an indirectly wholly owned subsidiary of BG Group plc
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NIBS, TCM, FL 40, SH, SH-DLA, SHCM ABS Additional Notations: RRDA, CRC, SFA 40, RW
Classification Society:	American Bureau of Shipping

Ship E

Name of Ship:	Methane Becki Anne
Owner:	GAS-twenty seven Ltd.
Ship Commitment:	60,000,000
Flag State:	Bermuda
Official Number:	740514
IMO Number:	9516129
Charter description:	Master Time Charter Party and Confirmation Memorandum dated 25 March 2015
Charter Rates:	\$***** per day (for a 9 year period + up to 30 days at Charterer's option) (optional extension period of 3 or 5 years +/- up to 30 days)
Charterer:	Methane Services Limited, currently a wholly owned subsidiary of BG Energy Holdings Limited
Classification:	+A1, Liquefied Gas Carrier, □, +AMS, +ACCU, NBL, FL 40, SH, SH-DLA, SHCM
Classification Society:	American Bureau of Shipping

Schedule 3 Conditions precedent

Part 1 Conditions precedent to this Agreement

1 Obligors' corporate documents

- (a) A copy of the Constitutional Documents of each Obligor.
- (b) A copy of a resolution of the board of directors of each Obligor (or any committee of such board empowered to approve and authorise the following matters):
 - (i) approving the terms of, and the transactions contemplated by, the Transaction Documents (**Relevant Documents**) to which it is a party and resolving that it executes the Relevant Documents;
 - (ii) authorising a specified person or persons to execute the Relevant Documents 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) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.
- (d) A specimen of the signature of each person signing a Finance Document referred to in paragraph (b) above.
- (e) (if a requirement under the Constitutional Documents of each Obligor or Bermudian law) A copy of a resolution signed by all the holders of the issued shares in each Obligor, approving the terms of, and the transactions contemplated by, the Relevant Documents to which such Obligor is a party.
- (f) (if a requirement under the Constitutional Documents of each Obligor or Bermudian law) A copy of a resolution of the board of directors of each corporate shareholder of each Obligor approving the terms of the resolution referred to in paragraph (e) above.
- (g) A certificate of each of GasLog and GLOP (signed by an officer) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments in accordance with the terms of its respective Guarantee would not cause any borrowing, guaranteeing or similar limit binding on any other Obligor to be exceeded.
- (h) A copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor.
- (i) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect 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

- (a) A legal opinion of Norton Rose Fulbright LLP, London addressed to the Arrangers, the Security Agent and the Agent on matters of English law, substantially in the form approved by the Agent.
- (b) A legal opinion of the legal advisers to the Arrangers, the Security Agent and the Agent in England and also each jurisdiction in which an Obligor is incorporated and/or which is the Flag State of a Ship, or in which an Account opened at Utilisation is established 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.

3 Legal and beneficial ownership

The Agent shall have received details of the name, company number and current legal and beneficial owners of the Relevant Company in form and substance acceptable to the Agent.

4 Other documents and evidence

- (a) Evidence that any process agent referred to in clause 44.2 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the first Utilisation Date, if not an Obligor, has accepted its appointment.
- (b) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrowers accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document which is executed on and dated the date of the Agreement or for the validity and enforceability of any Finance Document.
- (c) The Original Financial Statements and any compliance certificate from the Guarantors.
- (d) Evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid on or by the first Utilisation Date.

5 Bank Accounts

Evidence that any Account required to be established under clause 25 (*Bank accounts*) has been opened and that any Account Security in respect of each such Account has been executed and delivered by the Borrowers in favour of the Security Agent and that any notice required to be given to an 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.

6 “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.

7 Guarantees

The Guarantees duly executed.

8 Intercreditor Agreement and Senior Facility Agreement

The Intercreditor Agreement and Senior Facility Agreement duly executed.

9 Charter Documents

A copy, certified by an approved person to be a true and complete copy, of the Charter Documents.

Part 2
Conditions precedent to Utilisation

1 Corporate documents

- (a) A certificate of an authorised signatory of the relevant Owner certifying that each copy document relating to it specified in Part 1 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 Part 1 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 Original Security Documents required to be executed at or before the Utilisation Date for the Ship certifying that each copy document relating to it specified in Part 1 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 Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Utilisation Request

A duly completed Utilisation Request in the form set out in Schedule 4 (*Utilisation Request*).

3 Security

- (a) The Mortgage, Share Security, the Deed of Covenant and the Charter Assignment for the relevant Ship duly executed by the relevant Owner.
- (b) The Quiet Enjoyment Agreement duly executed by the Security Agent, the relevant Owner and the Charterer.
- (c) Any Manager's Undertaking then required pursuant to the Finance Documents duly executed by the relevant manager.
- (d) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

4 Registration of Ship

Evidence that the relevant Ship:

- (a) is legally and beneficially owned by the relevant Owner and permanently registered in the name of the relevant Owner through the relevant Registry as a Bermudian flagged ship under the laws and flag of the relevant Flag State;
- (b) is operationally seaworthy and in every way fit for service;
- (c) is classed with the relevant Classification free of all requirements and recommendations of the relevant Classification Society;
- (d) is insured in the manner required by the Finance Documents;
- (e) has been delivered, and accepted for service, under the Charter; and
- (f) is free of any other charter commitment which would require approval under the Finance Documents.

5 Mortgage Registration

Evidence that the relevant second Mortgage has been registered against the Ship as a second priority mortgage through the Registry under the laws and flag of its Flag State.

6 Insurance

In relation to the relevant 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.

7 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 relevant Ship for the purposes of that code;
- (b) the safety management certificate in respect of such Ship issued in accordance with the ISM Code;
- (c) the international ship security certificate in respect of such 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 such Ship or in relation to its operation under any applicable law.

8 Value of security

Valuations obtained (not more than 30 days before the relevant Utilisation Date) in accordance with clause 23 (*Minimum security value*) showing that the Security Value of the Ships will be not less than the Minimum Value upon execution of the Security Documents specified in paragraph 3 (*Security*) of this Part 2 of this Schedule.

9 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrowers pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the relevant Utilisation Date.

10 Environmental matters

(Promptly as of the Utilisation Date) copies of the relevant 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 relevant Ship from an approved person.

11 Withholding Tax

If relevant, assurance that any withholding tax will be paid or application to the tax authorities in any Relevant Jurisdiction is or will be sent.

12 Senior Facility Finance Documents

The remaining Senior Facility Finance Documents duly executed.

13 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 the Group) since the date of the Original Financial Statements.

14 Consents

Evidence that any consents required in connection with the delivery of the relevant Ship, the registration of title to the relevant Ship, the registration of the Mortgage over the relevant Ship and the assignment of the Ship's Charter have been obtained.

15 Management Agreement

Where a manager has been approved in accordance with clause 20.4 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the agreement between the relevant Owner and such Manager, relating to the appointment of each Manager and the management services to be provided by it to the relevant Owner in respect of the relevant Ship.

16 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.
- (b) a legal opinion of the legal advisers to the Arrangers, the Security Agent and the Agent in 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.

17 BG Bullet Facilities

Evidence that the relevant tranche of the applicable BG Bullet Facility relating to the relevant Ship will be repaid and cancelled on the Utilisation Date.

18 Prepayment in full of \$135,000,000 junior loan facility to Borrower E and Gas-twenty six Ltd

Evidence that the junior loan facility of up to \$135,000,000 made available to Borrower E and Gas-twenty six Ltd. pursuant to a junior loan agreement dated 25 March 2015 has been or will, on the Utilisation Date, be repaid in full.

Schedule 4
Utilisation Request

From: GAS-eighteen Ltd.
GAS-nineteen Ltd.
GAS-twenty Ltd.
GAS-twenty one Ltd.
GAS-twenty seven Ltd.

To: DNB Bank ASA
Dated: []

Dear Sirs

\$180,000,000
Facility Agreement dated [] 2016 (the "Agreement")

- 1 We refer to the Agreement. This is a 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 an Advance 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 4.4 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
- 4 The purpose of this Advance is [**specify purpose complying with clause 3 of the Agreement**] and its proceeds should be credited to [] [**specify account**].
- 5 [We request that the first Interest Period for the Loan be [●] months.][**Note: first Utilisation only**]
- 6 This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for
GAS-eighteen Ltd.

authorised signatory for
GAS-nineteen Ltd.

authorised signatory for
GAS-twenty Ltd.

authorised signatory for
GAS-twenty one Ltd.

authorised signatory for
GAS-twenty seven Ltd.

Schedule 5
Form of Transfer Certificate

To: [I] as Agent

From: [The Existing Lender] (the **Existing Lender**) and [The New Lender] (the **New Lender**)

Dated:

\$180,000,000 Facility Agreement dated [I] 2016 (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, fax number 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 clause 28.4 (*Limitation of responsibility of Existing Lenders*).
- 4 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.
- 5 The New Lender shall enter into any documentation required for it to accede as a party to the Intercreditor Agreement and any Security Document to which the Existing Lender is a party in its capacity as a Lender.
- 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.

Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in 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 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, fax number and attention details for notices and account details for payments.]

[Existing Lender]

[New Lender]

By:

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.

[Agent]

By:

SIGNATURES

THE BORROWERS

GAS-eighteen Ltd.

By: Simon Crowe /s/ Simon Crowe

GAS-nineteen Ltd.

By: Simon Crowe /s/ Simon Crowe

GAS-twenty Ltd.

By: Simon Crowe /s/ Simon Crowe

GAS-twenty one Ltd.

By: Simon Crowe /s/ Simon Crowe

GAS-twenty seven Ltd.

By: Simon Crowe /s/ Simon Crowe

THE ARRANGERS

ABN AMRO BANK N.V.

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

DNB (UK) LTD

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

DVB BANK AMERICA N.V.

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

THE ORIGINAL LENDERS

ABN AMRO BANK N.V.

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

DNB (UK) LTD

By: Anne Thomas /s/ Anne Thomas
Attorney-in-fact

DVB BANK AMERICA N.V.

By: Anne Thomas
Attorney-in-fact

/s/ Anne Thomas

ING BANK N.V., LONDON BRANCH

By: Anne Thomas
Attorney-in-fact

/s/ Anne Thomas

COMMONWEALTH BANK OF AUSTRALIA

By: Anne Thomas
Attorney-in-fact

/s/ Anne Thomas

THE BOOKRUNNERS

DNB (UK) LTD

By: Anne Thomas
Attorney-in-fact

/s/ Anne Thomas

ABN AMRO BANK N.V.

By: Anne Thomas
Attorney-in-fact

/s/ Anne Thomas

THE AGENT

DNB BANK ASA, LONDON BRANCH

By: Anne Thomas
Attorney-in-fact

/s/ Anne Thomas

THE SECURITY AGENT

DNB BANK ASA, LONDON BRANCH

By: Anne Thomas
Attorney-in-fact

/s/ Anne Thomas

Dated 2016

Guarantor
GASLOG LTD.

Mortgagee
DNB BANK ASA, LONDON BRANCH

CORPORATE GUARANTEE



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THIS DEED is dated 2016 and made between:

- (1) **GASLOG LTD.** (as described in more detail in Schedule 1) (the **Guarantor**); and
- (2) **DNB BANK ASA, LONDON BRANCH** acting in its capacity as 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*), 1.3 (*Third party rights*) and 1.4 (*Finance Documents*) of the Facility Agreement 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 that it shall, on demand by the Mortgagee, immediately pay or otherwise discharge the Secured Obligations of each other Obligor;
 - (b) undertakes with the Mortgagee that whenever another Obligor does not pay or discharge any of the Secured Obligations when they become due for payment or discharge, it shall immediately on (first) demand do so itself, as if it was the principal obligor; and
 - (c) agrees on demand to immediately indemnify the Mortgagee against any cost, loss or liability suffered by the Mortgagee if any obligation guaranteed by it is or becomes unenforceable, invalid, void or illegal for any reason and the amount of the cost, loss or liability shall be equal to the amount which the Mortgagee would otherwise have been entitled to recover.
-

- 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 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 19.9 (*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 interest-bearing suspense 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 33 (*Payment mechanics*) 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 holds (on a consolidated basis) Cash and Cash Equivalents of at least four per cent of Total Indebtedness.
- 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.
- 4.9 The Guarantor shall ensure that shares in the equity share capital of the Guarantor shall be and remain listed on an Approved Exchange.
- 4.10 The obligations of the Guarantor herein contained shall be in addition to and independent of every other security which the Mortgagee may at any time hold in respect of any of the obligations of the Obligor or anyone thereof under the Finance Documents.

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 in hand, deposits with banks which are repayable on demand, short term, highly liquid investments which are readily convertible into known amounts of cash with original maturities of three months or less that are subject to an insignificant risk of change in value but exclude (a) any cash that is specifically blocked and charged and (b) cash standing to the credit of any blocked account and charged to the Mortgagee pursuant to any Finance Document.

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 and as calculated on the basis of the Year 2014 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 and as calculated on the basis of the Year 2014 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 and as calculated on the basis of the Year 2014 Financial Statements of the GasLog Group.

Debt Service means, for any financial period of the GasLog Group (such financial periods being on a rolling 12 month basis), the sum to be the aggregate amount of:

- (i) scheduled amounts of principal;
- (ii) scheduled amounts of Interest thereon (taking into account any applicable hedging contacts); and
- (iii) all other amounts in excess of \$30,000,000 in aggregate which shall fall due and will be paid by the Guarantor and its Subsidiaries in such period as non recurring fees or upfront fees, costs and expenses,

which are 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 Half-Yearly 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 on all Financial Indebtedness, 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 and calculated on the same basis as the Year 2014 Financial Statements of the GasLog Group.

Total Indebtedness means, the aggregate Financial Indebtedness (on a consolidated basis) of the GasLog Group as demonstrated by the Annual Financial Statements and Half-Yearly Financial Statements of the GasLog Group delivered pursuant to clause 18.1 (*Financial Statements*) of the Facility Agreement.

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”.

Year 2014 Financial Statements of the GasLog Group means the Annual Financial Statements of the GasLog Group for the financial year ended 2014.

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, on a trailing four quarter basis, shall be no less than 1.10:1;
- (d) Maximum Leverage shall not exceed 75%; and
- (e) Cash and Cash Equivalents shall be at least the greater of (a) \$50,000,000 and (b) three per cent of Total Indebtedness.

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 Half-Yearly Financial Statements for the GasLog Group delivered by the Borrowers 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 Half-Yearly Financial Statements of the GasLog Group by reference to each Compliance Certificate delivered pursuant to clause 5.3(a).

6 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.

7 Governing law and enforcement

- 7.1 This Deed and any non-contractual obligations connected with it are governed by English law.
- 7.2 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**).
- 7.3 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.
- 7.4 Clauses 7.2 and 7.3 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.

7.5 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.

Schedule 1

Guarantor Information

Guarantor

Name: GasLog Ltd.

Country of formation: 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: Simon Crowe

Facility Agreement

Description: Term Loan Facility Agreement

Date: 2016

Amount of facility: Up to [\$396,500,000][\$180,000,000]

Parties:

(a) Borrowers: GAS-eighteen Ltd., GAS-nineteen Ltd., GAS-twenty Ltd., GAS-twenty one Ltd. and GAS-twenty seven Ltd.

(b) Arrangers: ABN AMRO BANK N.V., DNB (UK) LTD and DVB Bank America N.V.

- | | | |
|-----|-------------------|--|
| (c) | Original Lenders: | The banks and other financial institutions whose names and addresses are set out in Schedule 1 to the Facility Agreement |
| (d) | Bookrunners: | ABN AMRO BANK N.V. and DNB (UK) LTD. |
| (e) | Agent: | DNB Bank ASA, London Branch as agent for the Finance Parties from time to time |
| (f) | Security Agent: | DNB Bank ASA, London Branch as security agent for the Finance Parties from time to time |

Schedule 2

Form of Compliance Certificate

To: DNB Bank ASA, London Branch

From: GasLog Ltd.

Dated: [·]

Dear Sirs

**Corporate Guarantee dated [·] 2016 (the Guarantee) issued in connection with a
[\$396,500,000][\$180,000,000] Facility Agreement dated [·] 2016**

- 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 [Half-Yearly][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 \$[·] (which represents [·]% of Total Indebtedness and more than \$50,000,000). [Requirement that Cash and Cash Equivalents is, at all times, not less than the greater of (i) \$50,000,000 and (ii) three per cent of Total Indebtedness.].
- 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))]; and
- (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:

)
)
)
)
)
)

Attorney-in-Fact

Witness

Name:

Address:

Occupation:

The Mortgagee

Signed by
DNB BANK ASA, LONDON BRANCH

)
)

By:

Occupation:

Dated 2016

**Guarantor
GASLOG PARTNERS LP**

**Mortgagee
DNB BANK ASA, LONDON BRANCH**

CORPORATE GUARANTEE



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THIS DEED is dated

2016 and made between:

- (1) **GASLOG PARTNERS LP** (as described in more detail in Schedule 1) (the **Guarantor**); and
- (2) **DNB BANK ASA, LONDON BRANCH** acting in its capacity as 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*), 1.3 (*Third party rights*) and 1.4 (*Finance Documents*) of the Facility Agreement 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 (subject always to Clause 4 hereof):
- (a) guarantees to the Mortgagee that it shall, on demand by the Mortgagee, immediately pay or otherwise discharge the Secured Obligations of each other Obligor;
 - (b) undertakes with the Mortgagee that whenever another Obligor does not pay or discharge any of the Secured Obligations when they become due for payment or discharge, it shall immediately on (first) demand do so itself, as if it was the principal obligor; and
 - (c) agrees on demand to immediately indemnify the Mortgagee against any cost, loss or liability suffered by the Mortgagee if any obligation guaranteed by it is or becomes unenforceable, invalid, void or illegal for any reason and the amount of the cost, loss or liability shall be equal to the amount which the Mortgagee would otherwise have been entitled to recover.
-

- 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 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 19.9 (*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 Limited Recourse

- 4.1 The Mortgagee (acting on behalf of the Finance Parties) hereby agrees that the liability of the Guarantor under this Deed shall be limited in the manner and subject to the terms and conditions set out in this clause 4.
- 4.2 The Mortgagee acknowledges and agrees that the Guarantor shall not under any circumstances be liable to pay any amount under or in respect of this Deed in excess of:
- 4.2.1 (prior to the satisfaction of all conditions to Drop Down 1 in accordance with clause 19.6.3 (*Change of business or ownership*) of the Facility Agreement and to the occurrence of Drop Down 1) the aggregate of:
- (a) the outstanding amount of Advance B, Advance C and Advance D and all accrued interest thereon; and
 - (b) such proportion of any other amounts in respect of the Secured Obligations (other than amounts of principal and interest in respect of the Loan) then due and payable by the Obligors, as the Agent in its sole discretion determines shall be payable by Borrower B, Borrower C and Borrower D disapplying, for this purpose, clause 2.3 (*Borrowers' rights and obligations*) of the Facility Agreement; or
- 4.2.2 (following Drop Down 1, but prior to the satisfaction of all conditions to Drop Down 2 in accordance with clause 19.6.3 (*Change of business or ownership*) of the Facility Agreement and to the occurrence of Drop Down 2) the aggregate of:
- (a) all amounts payable in respect of Advance B, Advance C and Advance D pursuant to clause 4.2.1(a) and (b) above; and
 - (b) the outstanding amount of the Advance relative to whichever of Borrower A or Borrower E which, following Drop Down 1, has become a wholly-owned subsidiary of the Guarantor or GPHL and all accrued interest thereon; and
 - (c) such proportion of any other amounts in respect of the Secured Obligations (other

than amounts of principal and interest in respect of the Loan) then due and payable by the Obligors, as the Agent in its sole discretion determines is payable by that Borrower.

For the avoidance of doubt, the Guarantor's liability under this Deed shall not be reduced as a result of a Reverse Drop Down.

4.3 The Guarantor agrees that following service of a notice on the Borrowers from the Agent under clause 27.23 (Acceleration) of the Facility Agreement, the Security Agent shall be entitled in its sole discretion to determine the quantum of the Guarantor's liability in accordance with clause 4.2 and the Security Agent shall only be required to reduce the Guarantor's liability under such clause by proceeds received by the Security Agent relating to the realisation of assets of the Borrower or Borrowers to which the relevant Advance or Advances referenced under clause 4.2 specifically relate (and only then if the Security Agent is satisfied that the Finance Parties shall be entitled to retain such proceeds).

4.4 Following the satisfaction of all conditions to Drop Down 2 in accordance with clause 19.6.3 (*Change of business or ownership*) of the Facility Agreement and the occurrence of Drop Down 2 or if all the Borrowers become Subsidiaries of the Guarantor otherwise than by a Drop Down, this clause 4 shall cease to have effect and this Deed shall be read and construed as if this clause 4 is no longer a term of this Deed such that the Guarantor's obligations under this Deed shall extend to the whole of the Secured Obligations.

5 Guarantee protections

5.1 This Deed and the obligations of the Guarantor under this Deed are a continuing and independent guarantee and shall, subject to clause 4, extend to the ultimate balance owing in respect of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

5.2 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.

5.3 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.

5.4 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.

5.5 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 interest-bearing suspense account any money received from the Guarantor or on account of its liability under this Deed.

5.6 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 33 (*Payment mechanics*) of the Facility Agreement. This only applies until all amounts which may be or become payable by the Obligor under or in connection with the Finance Documents have been irrevocably paid in full.

- 5.7 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 partners, unitholders or holders of “Incentive Distribution Rights” (as such terms are used in the Amended and Restated Agreement of Limited Partnership of the Guarantor), 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 holds (on a consolidated basis) Cash and Cash Equivalents of at least four per cent of Total Indebtedness (as defined in Clause 6.1 below).
- 5.8 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.
- 5.9 The obligations of the Guarantor herein contained shall be in addition to and independent of every other security which the Mortgagee may at any time hold in respect of any of the obligations of the Obligor or anyone thereof under the Finance Documents.

6 Financial covenants

The undertakings in this clause 6 remain in force during the Facility Period.

6.1 Financial definitions

In this clause 6:

Cash and Cash Equivalents means cash in hand, deposits with banks which are repayable on demand, short term, highly liquid investments which are readily convertible into known amounts of cash with original maturities of three months or less that are subject to an insignificant risk of change in value but exclude (a) any cash that is specifically blocked and charged and (b) cash standing to the credit of any blocked account and charged to the Mortgagee pursuant to any Finance Document.

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 Portion of Loans means, the “Current Portion of Loans” as shown in the then most recent Financial Statements of the GasLog Group and as calculated on the basis of the Year 2014 Financial Statements of the GasLog Group

Debt Service means, for any financial period of the GasLog Group (such financial periods being on a rolling 12 month basis), the sum to be the aggregate amount of:

(i) scheduled amounts of principal;

(ii) scheduled amounts of Interest thereon (taking into account any applicable hedging contacts); and

(iii) all other amounts in excess of \$30,000,000 in aggregate which shall fall due and will be paid by the Guarantor and its Subsidiaries in such period as non recurring fees or upfront fees, costs and expenses,

which are 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 Half-Yearly 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 6, 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 on all Financial Indebtedness, 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.

Maximum Leverage means, at any time, the figure calculated using the following formula:

Total Indebtedness

$$\text{Maximum Leverage} = \frac{\text{Total Indebtedness}}{\text{Total Assets}}$$

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 and calculated on the same basis as the Year 2014 Financial Statements of the GasLog Group.

Total Indebtedness means the aggregate Financial Indebtedness (on a consolidated basis) of the GasLog Group as demonstrated by the Annual Financial Statements and Half-Yearly Financial Statements of the GasLog Group delivered pursuant to clause 18.1 (*Financial Statements*) of the Facility Agreement.

Year 2014 Financial Statements of the GasLog Group means the Annual Financial Statements of the GasLog Group for the financial year ended 2014.

6.2 Financial condition

The Guarantor shall ensure that at all times:

- (a) the ratio of EBITDA: Debt Service, on a trailing four quarter basis, shall be no less than 1.10:1;
- (b) Maximum Leverage shall not exceed 60%; and
- (c) Cash and Cash Equivalents shall be at least the greater of (a) \$15,000,000 and (b) three per cent of Total Indebtedness.

6.3 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 Half-Yearly Financial Statements for the GasLog Group delivered by the Borrowers pursuant to clause 18.1.1 (*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 absence, by two directors of the Guarantor.
- (d) The financial covenants set out in clause 6.2 (*Financial condition*) shall be calculated in accordance with GAAP on a consolidated basis and tested upon receipt of the Annual Financial Statements and Half-Yearly Financial Statements of the GasLog Group by reference to each Compliance Certificate delivered pursuant to clause 6.3(a).

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.

Schedule 1

Guarantor Information

Guarantor

Name: GasLog Partners LP

Country of formation: Marshall Islands

Registered number: 950063

Registered office: Trust Company Complex
Ajeltake Road
Ajeltake Island
Majuro
MH96960 Marshall Islands

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: Simon Crowe

Facility Agreement

Description: Term Loan Facility Agreement

Date: 2016

Amount of facility: Up to [\$396,500,000][\$180,000,000]

Parties:

(a) Borrowers: GAS-eighteen Ltd., GAS-nineteen Ltd., GAS-twenty Ltd., GAS-twenty one Ltd. and GAS-twenty seven Ltd.

(b) Arrangers: ABN AMRO BANK N.V., DNB (UK) LTD. and DVB Bank America N.V.

- | | | |
|-----|-------------------|--|
| (c) | Original Lenders: | The banks and other financial institutions whose names and addresses are set out in Schedule 1 to the Facility Agreement |
| (d) | Bookrunners: | ABN AMRO BANK N.V. and DNB (UK) LTD. |
| (e) | Agent: | DNB Bank ASA, London Branch as agent for the Finance Parties from time to time |
| (f) | Security Agent: | DNB Bank ASA, London Branch as security agent for the Finance Parties from time to time |

Schedule 2

Form of Compliance Certificate

To: DNB Bank ASA, London Branch
From: GasLog Partners LP
Dated: [·]

Dear Sirs

**Corporate Guarantee dated [·] 2016 (the Guarantee) issued in connection with
a [\$396,500,000][\$180,000,000] Facility Agreement dated [·] 2016**

- 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 [Half-Yearly][Annual] Financial Statements for the GasLog Group for the financial period ending on [·] attached hereto:
- (a) 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.];*
 - (b) the Maximum Leverage is [·]% (being \$[·] Total Indebtedness divided by \$[·] Total Assets). *[Requirement being that the Maximum Leverage shall not exceed 60%];* and
 - (c) our Cash and Cash Equivalents is \$[·] (which represents [·]% of Total Indebtedness and more than \$15,000,000). *[Requirement that Cash and Cash Equivalents is, at all times, not less than the greater of (i) \$15,000,000 and (ii) three per cent of Total Indebtedness.].*
- 3 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 Partners LP

SIGNATORIES

The Guarantor

EXECUTED and DELIVERED as a DEED
by
for and on behalf of
GASLOG PARTNERS LP
pursuant to a power of attorney dated
in the presence of:

)
)
)
)
)
)

Attorney-in-Fact

Witness

Name:

Address:

Occupation:

The Mortgagee

Signed by
DNB BANK ASA, LONDON BRANCH

)
)

By:

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 Shipping Limited	BVI	100%
GasLog Services US Inc.	Delaware, U.S.	100%
GasLog Services UK Ltd.	England and Wales	100%
GasLog Asia Pte. Ltd.	Singapore	100%
GAS-one Ltd.	Bermuda	100%
GAS-two Ltd.	Bermuda	100%
GAS-six Ltd.	Bermuda	100%
GAS-seven Ltd.	Bermuda	100%
GAS-eight Ltd.	Bermuda	100%
GAS-nine Ltd.	Bermuda	100%
GAS-ten Ltd.	Bermuda	100%
GAS-eleven Ltd.	Bermuda	100%
GAS-twelve Ltd.	Bermuda	100%
GAS-thirteen Ltd.	Bermuda	100%
GAS-fourteen 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 seven Ltd.	Bermuda	100%
GasLog Partners GP LLC	Marshall Islands	100%
GasLog Partners LP	Marshall Islands	32.9%
GasLog Partners Holdings LLC	Marshall Islands	32.9%
GAS-three Ltd.	Bermuda	32.9%
GAS-four Ltd.	Bermuda	32.9%
GAS-five Ltd.	Bermuda	32.9%
GAS-sixteen Ltd.	Bermuda	32.9%
GAS-seventeen Ltd.	Bermuda	32.9%
GAS-nineteen Ltd.	Bermuda	32.9%
GAS-twenty Ltd.	Bermuda	32.9%
GAS-twenty one Ltd.	Bermuda	32.9%

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.

Dated: March 14, 2016

By: /s/ Paul Wogan

Name: Paul Wogan

Title: Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Simon Crowe, 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.

Dated: March 14, 2016

By: /s/ Simon Crowe
Name: Simon Crowe
Title: 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, 2015, 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.

Date: March 14, 2016

By: /s/ Paul Wogan

Name: Paul Wogan

Title: Chief Executive 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, 2015, 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.

Date: March 14, 2016

By: /s/ Simon Crowe

Name: Simon Crowe

Title: Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-188817 and 333-194894 on Form F-3 and No. 333-187020 on Form S-8 of our report dated February 28, 2014, relating to the consolidated financial statements of GasLog Ltd. (the “Company”) for the year ended December 31, 2013, appearing in this Annual Report on Form 20-F of the Company for the year ended December 31, 2015.

/s/ Deloitte Hadjipavlou, Sofianos & Cambanis S.A.

Athens, Greece

March 14, 2016

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in Registration Statements No. 333-188817 and 333-194894 on Form F-3 and No. 333-187020 on Form S-8, of our reports dated March 14, 2016, relating to the consolidated financial statements of GasLog Ltd. (the “Company”) as of December 31, 2015 and December 31, 2014, and for each of the years in the two year period ended December 31, 2015, and the effectiveness of GasLog Ltd’s internal control over financial reporting as of December 31, 2015, appearing in the Annual Report on Form 20-F of the Company for the year ended December 31, 2015.

/s/ Deloitte LLP

London, United Kingdom

March 14, 2016
