

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 8)

**GasLog Ltd.**  
(Name of Issuer)

**Common Shares, par value \$0.01 per share**  
(Title of Class of Securities)

**G37585109**  
(CUSIP Number)

Peter G. Livanos  
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(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

June 22, 2020  
(Date of Event which Requires Filing of this Statement)

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

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

1	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> <b>Peter G. Livanos</b>	
2	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b>	
		(a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o
3	<b>SEC USE ONLY</b>	
4	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> <b>OO</b>	
5	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b>	
		<input type="checkbox"/> o
6	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> <b>Greece and the United Kingdom</b>	
<b>NUMBER OF  SHARES  BENEFICIALLY  OWNED BY EACH  REPORTING  PERSON WITH</b>	7	<b>SOLE VOTING POWER</b> <b>38,443,544</b>
	8	<b>SHARED VOTING POWER</b> <b>876,000</b>
	9	<b>SOLE DISPOSITIVE POWER</b> <b>38,443,544</b>
	10	<b>SHARED DISPOSITIVE POWER</b> <b>876,000</b>
11	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> <b>39,319,544</b>	
12	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>	
		<input type="checkbox"/> o
13	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> <b>41.3%(1)</b>	
14	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> <b>IN</b>	

(1) The percentage ownership is calculated based on aggregate number of 95,114,166 Common Shares issued and outstanding as of June 29, 2020.

1	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> Ceres Shipping Ltd.	
2	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b>	
	(a)	x
	(b)	o
3	<b>SEC USE ONLY</b>	
4	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
5	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b>	
		o
6	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Bermuda	
<b>NUMBER OF  SHARES  BENEFICIALLY  OWNED BY EACH  REPORTING  PERSON WITH</b>	7	<b>SOLE VOTING POWER</b> 36,824,591
	8	<b>SHARED VOTING POWER</b>
	9	<b>SOLE DISPOSITIVE POWER</b> 36,824,591
	10	<b>SHARED DISPOSITIVE POWER</b>
11	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 36,824,591	
12	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>	
		o
13	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 38.7%(2)	
14	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

(2) The percentage ownership is calculated based on aggregate number of 95,114,166 Common Shares issued and outstanding as of June 29, 2020.

1	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> <b>Blenheim Holdings Ltd.</b>	
2	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b>	
	(a)	x
	(b)	o
3	<b>SEC USE ONLY</b>	
4	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> <b>WC</b>	
5	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b>	
		o
6	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> <b>Bermuda</b>	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	<b>SOLE VOTING POWER</b> <b>36,824,591</b>
	8	<b>SHARED VOTING POWER</b>
	9	<b>SOLE DISPOSITIVE POWER</b> <b>36,824,591</b>
	10	<b>SHARED DISPOSITIVE POWER</b>
11	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> <b>36,824,591</b>	
12	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>	
		o
13	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> <b>38.7%(3)</b>	
14	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> <b>CO</b>	

(3) The percentage ownership is calculated based on aggregate number of 95,114,166 Common Shares issued and outstanding as of June 29, 2020.

**Explanatory Note**

The purpose of this Amendment No. 8 (this “**Amendment No. 8**”) to the Schedule 13D filed with the Securities and Exchange Commission (the “**Commission**”) on June 29, 2012 (the “**Original Schedule 13D**”), as amended on March 13, 2014, April 16, 2014, September 26, 2014, March 26, 2015, August 7, 2015, December 21, 2015 and June 24, 2019 (as amended, the “**Amended Schedule 13D**”) is to reflect the entry by Blenheim Holdings Ltd. (“**Blenheim**”) into a share purchase agreement to acquire 6,500,000 shares of common stock, par value US\$0.01 per share (“**Shares**”) of GasLog Ltd. (the “**Issuer**”) from the Issuer.

Except as set forth below, all Items in the Amended Schedule 13D remain unchanged. Capitalized terms used in this Amendment No. 8 and not otherwise defined shall have the respective meanings assigned to such terms in the Amended Schedule 13D.

**Item 1. Security and Issuer**

The principal executive offices of the Issuer are located at c/o 69 Akti Miaouli, 18537 Piraeus, Greece.

**Item 2. Identity and Background**

<b>Reporting Person/ Director/Officer/Control Person of a Reporting Person</b>	<b>Address of Principal Office/Business or Residence Address</b>	<b>Jurisdiction of Incorporation/ Citizenship</b>	<b>Name/Address of Employer and Occupation</b>	<b>Principal Business</b>
Peter G. Livanos	c/o Ceres Monaco SAM Gildo Pastor Centre, 7, rue du Gabian, 98000 Monaco	Greece and United Kingdom	GasLog Ltd. c/o 69 Akti Miaouli 18537 Piraeus, Greece  Chairman Ceres Shipping Ltd. Clarendon House 2 Church Street, Hamilton, Bermuda  Chairman and sole shareholder	International owner, operator and manager of LNG carriers  Holding Company that has interests in LNG carriers and Dry Bulk carriers
Ceres Shipping Ltd.	Clarendon House 2 Church Street Hamilton, Bermuda	Bermuda	N/A	See above
<i>Directors</i> Peter G. Livanos	See above	See above	See above	See above
<i>Officers</i> Chairman, Chief Executive Officer	Peter G. Livanos	See above	See above	See above

<u>Reporting Person/ Director/Officer/Control Person of a Reporting Person</u>	<u>Address of Principal Office/Business or Residence Address</u>	<u>Jurisdiction of Incorporation/ Citizenship</u>	<u>Name/Address of Employer and Occupation</u>	<u>Principal Business</u>
Blenheim Holdings Ltd.	c/o Ceres Monaco S.A.M. Gildo Pastor Center 7 rue du Gabian Monte Carlo 98000, Monaco	Bermuda	N/A	Holding company
<i>Directors</i>				
Peter G. Livanos	See above	See above	See above	See above
<i>Officers</i>				
Chief Executive Officer Peter G. Livanos	See above	See above	See above	See above

**Item 3. Source and Amount of Funds or Other Consideration**

Blenheim has agreed to purchase 6,500,000 shares of the Issuer’s common shares from the Issuer. On June 22, 2020, Blenheim entered into a stock purchase agreement, dated June 22, 2020 (the “Stock Purchase Agreement”), with the Issuer, which included customary representations and warranties. The transaction closed on June 29, 2020. The purpose of the transaction was to increase the Issuer’s liquidity and strengthen the capital structure of the Issuer. The source of funds for such purchase was available corporate funds of Blenheim.

**Item 4. Purpose of the Transaction**

Item 3 of this Amendment No. 8 summarizes certain provisions of the Stock Purchase Agreement and is incorporated herein by reference.

On June 22, 2020, Blenheim entered into a lockup agreement, dated June 22, 2020 (the “Lockup Agreement”), with the Issuer. The Lockup Agreement covers only newly purchased common shares under the Stock Purchase Agreement and lasts for 180 days after the signing of the Stock Purchase Agreement.

The foregoing description of the Stock Purchase Agreement and Lockup Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Stock Purchase Agreement and Lockup Agreement, which are filed as Exhibit 1 and Exhibit 2, respectively, to this Amendment No. 8.

**Item 5. Interest in Securities of the Issuer**

Sections (a), (b) and (c) of Item 5 are amended as follows:

(a) See Items 11 and 13 on Cover Pages to this Amendment No. 8. Percentages are based on 95,114,166 Shares issued and outstanding as of June 29, 2020.

Peter G. Livanos. Peter G. Livanos does not directly own any Shares.

Ceres Shipping Ltd. (“**Ceres**”). Mr. Livanos beneficially owns 100% of the share capital of Ceres. Ceres does not directly own any Shares.

Blenheim Holdings Ltd. (“**Blenheim**”). Blenheim is the direct owner of 36,824,591 Shares. Ceres beneficially owns a majority of the share capital of Blenheim, and, pursuant to the bye-laws of Blenheim:

“any question relevant to the voting or the sale, transfer or other disposal of any shares of [the Issuer] held from time to time by [Blenheim], and the disposition of any proceeds thereof, . . . shall be decided by a resolution adopted by [the holders] of a majority of the issued and outstanding shares”.

Accordingly, Ceres may be deemed to beneficially own the Shares directly held by Blenheim.

Mr. Livanos also beneficially owns 100% of the share capital of the following entities (the “**Owned Entities**”) which directly own an aggregate 1,618,953 Shares:

<u>Entity</u>	<u>Number of Shares Directly Owned</u>
Ash Tree S.A.	690,000
Maple Tree Holdings Ltd.	914,453
Acer Tree SA	14,500

Mr. Livanos is an officer, member of the board of directors and/or settlor of the following entities (the “**Controlled Entities**”) which directly own an aggregate 876,000 Shares for the benefit of Mr. Livanos and members of his family, accordingly he may be deemed to have shared voting and/or dispositive power over such Shares:

<u>Entity</u>	<u>Number of Shares Directly Owned</u>
Falconera Navigation Inc.	602,000
Chiara Holdings S. de R.L.	181,000
Thatcher Investments Limited	23,250
Eleanor Investments Holdings Limited	23,250
Nelson Equity Limited	23,250
JP Jones Holdings Limited	23,250

Mr. Livanos disclaims beneficial ownership of the Shares owned by the Controlled Entities, and the Controlled Entities disclaim beneficial ownership of the Shares owned by Mr. Livanos and the Owned Entities.

Except as set forth in this Item 5(a), none of the Reporting Persons owns beneficially any Shares.

(b) Number of Shares as to which each Reporting Person has:

- (i) Sole power to vote or to direct the vote: See item 7 on Cover Pages to this Amendment No. 8.
- (ii) Shared power to vote or to direct the vote: See item 8 on Cover Pages to this Amendment No. 8.
- (iii) Sole power to dispose or to direct the disposition: See item 9 on Cover Pages to this Amendment No. 8.
- (iv) Shared power to dispose or to direct the vote: See item 10 on Cover Pages to this Amendment No. 8.

- (c) On June 22, 2020, Blenheim agreed to purchase 6,500,000 common shares in a private placement at a price of \$2.50 per share, for an aggregate purchase price of \$16,250,000. The transaction closed on June 29, 2020.

Except as described in this Item 5(c), there have been no transactions in the Shares effected during the past 60 days by any of the Reporting Persons.

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

Item 6 of the Schedule 13D/A is hereby amended by adding the following:

Item 3 of this Amendment No. 8 summarizes certain provisions of the Stock Purchase Agreement and is incorporated herein by reference.

Item 4 of this Amendment No. 8 summarizes certain provisions of the Lockup Agreement and is incorporated herein by reference.

***Item 7. Material to be Filed as Exhibits***

Exhibit 1 Stock Purchase Agreement, dated June 22, 2020, between Blenheim Holdings Ltd. and GasLog Ltd.

Exhibit 2 Lockup Agreement, dated June 22, 2020, between Blenheim Holdings Ltd. and GasLog Ltd.



**SIGNATURE**

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

Date: June 30, 2020

**Peter G. Livanos**

By: /s/ Peter G. Livanos

**Ceres Shipping Ltd.**

By: /s/ Peter G. Livanos

Name: Peter G. Livanos

Title: Director

**Blenheim Holdings Ltd.**

By: /s/ Peter G. Livanos

Name: Peter G. Livanos

Title: Director

## SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (the "Agreement") is entered into as of June 22, 2020, by and between GasLog Ltd., a Bermuda exempted company (the "Company"), and the purchaser named on the signature page to this Agreement (the "Purchaser"). The Purchaser and the Company may collectively be referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to which the Company will issue and sell to the Purchaser and the Purchaser will purchase from the Company certain common shares, par value \$0.01 per share, of the Company (the "Common Shares"), subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

**ARTICLE I**  
The Transaction

SECTION 1.01. Purchase and Sale of the Common Shares. (a) On the terms of this Agreement and subject to the satisfaction of the conditions set forth in Article V, the Purchaser hereby agrees to purchase from the Company, and the Company hereby agrees to issue, sell, transfer and convey to the Purchaser 6,500,000 Common Shares (the "Shares"). The purchase price for each Share shall be U.S.\$2.50, for an aggregate purchase price of U.S.\$16,250,000 (the "Purchase Price"), to be paid to the Company in cash upon settlement on the Closing Date (as defined below). The purchase of the Shares pursuant to this Section 1.01(a) is referred to as the "Purchase".

SECTION 1.02. Closing. (a) On the terms of this Agreement and subject to the conditions set forth in Article V, the closing of the Purchase (the "Closing") shall occur on June 29, 2020, at 10:00 a.m. (New York City time) or such other time and date as shall be agreed between the Company and the Purchaser (the date on which the Closing occurs, the "Closing Date").

(b) At the Closing, (i) the Company shall cause the American Stock Transfer & Trust Company, LLC, the Company's transfer agent (the "Transfer Agent") to deliver to the Purchaser the number of Shares set forth above and (ii) the Purchase Price for the Shares being purchased by the Purchaser will be delivered by or on behalf of the Purchaser to the Company.

(c) Delivery of Funds. **No later than two (2) business days after the execution of this Agreement by the Purchaser and the Company**, the Purchaser shall remit by wire transfer the amount of funds equal to the Purchase Price for the Shares being purchased by the Purchaser to an account to be identified by the Company in writing to the Purchaser within one (1) business day after the execution of this Agreement. Such funds shall be held in escrow until the Closing, pursuant to escrow arrangements to be determined by the Company promptly after the execution of this Agreement. Such funds will be delivered to the Company upon the satisfaction of the conditions set forth in Article IV hereof.

(d) Delivery of Shares. **No later than one (1) business day after the execution of this Agreement by the Purchaser and the Company**, the Purchaser shall direct the broker-

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dealer at which the account or accounts to be credited with the Shares being purchased by the Purchaser are maintained, which broker/dealer shall be a The Depository Trust Company (“DTC”) participant, to set up a Deposit/Withdrawal at Custodian (“DWAC”) instructing the Transfer Agent to credit such account or accounts with the Shares by means of an electronic book-entry delivery. Such DWAC shall indicate the settlement date for the deposit of the Shares, which date shall be the Closing Date set forth above. Simultaneously with the delivery to the Company of the funds held in escrow pursuant to Section 1.02(c) above, the Company shall direct the Transfer Agent to credit the Purchaser’s account or accounts with the Shares pursuant to the information contained in the DWAC. The settlement of the Shares purchased by the Purchaser shall be by delivery by electronic book-entry at DTC, registered in the Purchaser’s name and address as set forth below, and released by the Transfer Agent, to the Purchaser at the Closing.

**IT IS THE PURCHASER’S RESPONSIBILITY TO (A) MAKE THE NECESSARY WIRE TRANSFER IN A TIMELY MANNER AND (B) ARRANGE FOR SETTLEMENT BY WAY OF DWAC IN A TIMELY MANNER. IF THE PURCHASER DOES NOT DELIVER THE PURCHASE PRICE FOR THE SHARES OR DOES NOT MAKE PROPER ARRANGEMENTS FOR SETTLEMENT IN A TIMELY MANNER, THE SHARES MAY NOT BE DELIVERED AT CLOSING TO THE PURCHASER OR THE PURCHASER MAY BE EXCLUDED FROM THE CLOSING ALTOGETHER.**

## ARTICLE II

### Representations and Warranties of the Company.

SECTION 2.01. The Company. The Company represents and warrants, as of the date hereof, and as of the Closing Date, to the Purchaser, as follows:

(a) The Company is duly incorporated and validly existing as an exempted company with limited liability under the laws of Bermuda in good standing, and has the necessary Company power and authority to execute and deliver, and, subject to the terms and conditions hereof, to perform its obligations under, this Agreement.

(b) The Shares have been duly authorized for issuance and sale to the Purchaser pursuant to this Agreement and, when issued and delivered by the Company pursuant to this Agreement against payment of the Purchase Price, will be validly issued and fully paid and nonassessable and issued in compliance with all applicable federal and state securities laws, and such shares were not, or will not be, issued in violation of any purchase option, call option, preemptive right, resale right, subscription right, right of first refusal or similar right.

(c) The Company has taken all action as may be necessary for the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the performance of its obligations under this Agreement. This Agreement constitutes legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, moratorium, receivership, reorganization, liquidation and other similar laws relating to or affecting the rights and remedies of creditors generally from time to time in effect and to principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law.

**ARTICLE III**  
**Representations and Warranties of the Purchaser**

SECTION 3.01. The Purchaser. The Purchaser, as of the date hereof, and as of the Closing Date, represents and warrants to the Company as follows:

(a) The Purchaser has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of an investment in the Shares and has made its own independent investigation and appraisal of the business, results, financial condition, prospectus, creditworthiness, status and affairs of the Company.

(b) The Purchaser is an “Accredited Investor” as defined in Rule 501(a) promulgated under the United States Securities Act of 1933, as amended (the “Securities Act”), and is acquiring the Shares for its own account, and not with a view to any distribution, resale, subdivision or fractionalization thereof in violation of the Securities Act or any other applicable domestic or foreign securities law, and the Purchaser has no present plans to enter into any contract, undertaking, agreement or arrangement for any such distribution, resale, subdivision or fractionalization of the Shares in violation of the Securities Act or any other applicable domestic or foreign securities law, without prejudice, however, to the Purchaser’s right at all times to sell or otherwise dispose of all or any part of the Shares in compliance with applicable U.S. federal and state securities law.

(c) The Purchaser has all requisite corporate or other power and authority to execute, deliver and perform its obligations under this Agreement; and all action required to be taken for the due and proper authorization, execution and delivery of this Agreement has been duly and validly taken.

(d) This Agreement constitutes legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency, moratorium, and other similar laws relating to or affecting the rights and remedies of creditors generally from time to time in effect and to principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law.

(e) Since the date on which the Company or any of its officers, directors or affiliates first contacted the Purchaser regarding the transactions contemplated by this Agreement, Purchaser has not, directly or indirectly, engaged in any transactions in the securities of the Company (including any Short Sales (as defined below) involving the Company’s securities) and has not violated any obligations of confidentiality to the Company. The Purchaser agrees that it will not use any of the Shares acquired pursuant to this Agreement to cover any short position in the Common Shares if doing so would be in violation of applicable securities laws. For purposes hereof, “Short Sales” include all “short sales” as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), whether or not against the box, and all types of direct and indirect stock pledges, forward sales contracts, options, puts, calls, short sales, swaps, “put equivalent positions” (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.

(f) Without derogating from or limiting the representations and warranties of the Company, the Purchaser (i) is not relying on the Company for any legal, tax, investment, accounting or regulatory advice; (ii) has consulted with its own advisors concerning such matters; and (iii) shall be responsible for making its own independent investigation and appraisal of the transactions contemplated in this Agreement.

(g) The Purchaser acknowledges that the Shares have not been registered under the Securities Act, or the securities laws of any state and may not be sold except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration under the Securities Act.

(h) The Purchaser acknowledges that (i) there is no minimum offering amount, and (ii) the Purchaser's obligations under this Agreement, including the obligation to purchase Shares, are expressly not conditioned on the purchase by any other purchasers of the Common Shares that they have agreed to purchase from the Company or the sale by the Company of any specified aggregate number of Common Shares.

#### **ARTICLE IV**

##### **Conditions**

SECTION 4.01. Conditions. The obligations of each Party to effect the Closing shall be further subject to the satisfaction, on or prior to the Closing Date of the following conditions:

(a) The Company's obligation to issue and sell the Shares to the Purchaser on the Closing Date as set forth in this Agreement shall be subject to satisfaction (or waiver by the Company) of the following conditions: (i) the Purchaser shall have performed its covenants and other obligations hereunder in all material respects and (ii) the Purchaser's representations and warranties set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

(b) The Purchaser's obligation to purchase the Shares on the Closing Date as set forth in this Agreement shall be subject to the satisfaction (or waiver by Purchaser) of the following conditions: (i) the Company shall have performed its covenants and other obligations hereunder in all material respects and (ii) the Company's representations and warranties set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

#### **ARTICLE V**

##### **Miscellaneous**

SECTION 5.01. Confirmation of Sale. The Purchaser acknowledges and agrees that the Purchaser's receipt of the Company's executed counterpart to this Agreement, together with the Prospectus Supplement (or the filing by the Company of an electronic version thereof with the SEC), shall constitute written confirmation of the Company's sale of Shares to the Purchaser.

SECTION 5.02. Tax Documents. The Purchaser shall furnish the Company with a completed IRS Form W-9 (or, if the Purchaser is not a United States citizen or resident, an applicable IRS Form W-8).

SECTION 5.03. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

SECTION 5.04. Binding Effect; Beneficiaries. This Agreement shall apply to and bind the Parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement is intended or shall be constructed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Common Shares, including the Shares, from the Purchaser shall be deemed to be a successor merely by reason of such purchase. This Agreement may not be assigned by any Party without the prior written consent of the other Party and any purported assignment without such consent shall be void.

SECTION 5.05. Broker's Fees. Except pursuant to the engagement by the Company of the Placement Agent with respect to the Shares, the Parties severally represent that there has been no act in connection with the transactions contemplated in this Agreement that would give rise to a valid claim against either party for a broker's fee, finder's fee or other similar payment. Each Party shall pay any and all expenses incurred by such Party incident to this Agreement and the consummation of the sale and purchase of the Shares.

SECTION 5.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both the Company and Purchaser.

SECTION 5.07. Survival. The respective representations and warranties and agreements of the Company and the Purchaser contained in this Agreement shall survive the delivery of and payment for the Shares and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company or the Purchaser.

SECTION 5.08. Headings. The headings in this Agreement are for convenience and do not constitute a part of this Agreement.

SECTION 5.09. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to its choice of law rules.

SECTION 5.10. Further Assurances. The Parties agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other action as may be reasonably necessary or convenient to carry out the transactions contemplated hereby.

SECTION 5.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

SECTION 5.12. Electronic Signatures. Any electronic signature hereof shall be of the same legal effect, validity or enforceability as a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, the undersigned have executed this Stock Purchase Agreement as of the day and year first above written.

Blenheim Holdings Ltd.,

by

/s/ Ilias Iliopoulos

Name: Ilias Iliopoulos

Title: Director

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IN WITNESS WHEREOF, the undersigned have executed this Stock Purchase Agreement as of the day and year first above written.

GasLog Ltd.,

by

/s/ Paul Wogan

Name: Paul Wogan

Title: CEO & Director

by

/s/ Sarah Larkins

Name: Sarah Larkins

Title: Assistant Company Secretary

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## GasLog Ltd.

## Lock-Up Agreement

June 22, 2020

Re: GasLog Ltd. — Lock-Up Agreement

Ladies and Gentlemen:

The undersigned has entered into a Share Purchase Agreement with GasLog Ltd., a Bermuda exempted company (the "Company"), to purchase 6,500,000 common shares, par value \$0.01 per share, of the Company (such purchased shares, the "Common Shares") as part of the Company's private placement of common shares with certain investors.

In consideration of the agreement by the Company to offer and sell the Common Shares, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period specified in the following paragraph (the "Lock-Up Period"), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of the Common Shares, or any options or warrants to purchase the Common Shares, or any securities convertible into, exchangeable for or that represent the right to receive the Common Shares, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the Securities and Exchange Commission (collectively the "Undersigned's Shares"). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Common Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Common Shares.

The initial Lock-Up Period will commence on the date of this Lock-Up Agreement and continue for 180 days after the signing of the Share Purchase Agreement.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) as a *bona fide* gift or gifts or as a contribution in rem to surplus of a company, provided that the donee or donees or contributees thereof agree to be bound in writing by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, (iii) with the prior written consent of the Company, (iv) to any of its Affiliates (as such term is defined in the Rule 405 under the U.S. Securities Act of 1933, as amended) or as distributions to members, general partners and limited partners or shareholders of the undersigned who, in any case under this clause (iv), agree to be bound by the terms of this Lock-Up Agreement, provided that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall be required or shall be voluntarily made, or (v) in

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the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Shares, provided that such plan does not provide for the transfer of Common Shares during the Lock-Up Period. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer the Undersigned's Shares to any wholly owned subsidiary of such corporation; *provided, however*, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding Common Shares subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such Common Shares except in accordance with this Lock-Up Agreement, and provided further that any such transfer shall not involve a disposition for value. The undersigned now has, and, except as contemplated by clauses (i) through (v) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

The undersigned understands that the Company is relying upon this Lock-Up Agreement in proceeding toward consummation of the private placement. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

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If (i) the Company notifies you in writing that it does not intend to proceed with the private placement or (ii) for any reason the Share Purchase Agreement shall be terminated prior to the Closing Date (as defined in the Share Purchase Agreement), the provisions of this Lock-Up Agreement shall be terminated and the undersigned shall be released from its obligations hereunder.

Very truly yours,

/s/ Ilias Iliopoulos  
Blenheim Holdings Ltd.

Ilias Iliopoulos  
Authorized Signature

Director  
Title

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