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

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**SCHEDULE 13D**

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

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

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

**G37585109**  
(CUSIP Number)

**David Maryles**  
**Managing Director, Legal and Compliance**  
**BlackRock, Inc.**  
**55 East 52nd Street**  
**New York, NY 10055**  
**(212) 810-5300**

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

**February 21, 2021**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which 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:

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

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

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|---|--|-----------------------------------|
| 1   | NAMES OF REPORTING PERSONS<br>BLACKROCK, INC. (TIN: 32-0174431)  |                                   |
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP<br>(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>   |                                   |
| 3   | SEC USE ONLY   |                                   |
| 4   | SOURCE OF FUNDS (See Instructions)<br>OO – Funds of investment advisory clients  |                                   |
| 5   | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)<br><input checked="" type="checkbox"/> |                                   |
| 6   | CITIZENSHIP OR PLACE OF ORGANIZATION<br>Delaware   |                                   |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7  | SOLE VOTING POWER<br>457,372      |
|   | 8  | SHARED VOTING POWER<br>0          |
|   | 9  | SOLE DISPOSITIVE POWER<br>457,372 |
|   | 10   | SHARED DISPOSITIVE POWER<br>0     |
| 11  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br>457,372  |                                   |
| 12  | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)<br><input type="checkbox"/>       |                                   |
| 13  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br>0.48%(1)   |                                   |
| 14  | TYPE OF REPORTING PERSON (See Instructions)<br>HC  |                                   |

- (1) The percentage ownership is calculated based on aggregate number of 95,393,126 Common Shares issued and outstanding as of February 17, 2021.

**Item 1. Security and Issuer.**

The class of equity securities to which this statement relates is the Common Shares, par value \$0.01 per share (the "Common Shares"), of GasLog Ltd., a Bermuda exempted company (the "Issuer"). The principal executive offices of the Issuer are located at c/o GasLog LNG Services Ltd., 69 Akti Miaouli 18537, Piraeus, Greece.

**Item 2. Identity and Background.**

(a) This Schedule 13D is being filed by BlackRock, Inc. ("BlackRock"). BlackRock is a Delaware corporation that, through its subsidiaries, provides diversified investment management directly and indirectly through various investment products to institutions, intermediaries and individual investors. Investment management services primarily consist of the management of equity, fixed income, multi-asset class, alternative investment and cash management products. BlackRock, through its subsidiaries, offers its investment products in a variety of accounts, including open-end and closed-end mutual funds, iShares® exchange-traded funds, collective investment trusts and separate accounts. In addition, BlackRock, through its subsidiaries, provides market risk management, financial markets advisory and enterprise investment system services to a broad base of clients. Financial markets advisory services include valuation services relating to illiquid securities, dispositions and workout assignments (including long-term portfolio liquidation assignments), risk management and strategic planning and execution. The principal office and business address of BlackRock is 55 East 52nd Street, New York, NY 10055.

(b) – (c) and (f) Current information concerning the identity and background of each of the executive officers and directors of BlackRock is set forth on Annex A (collectively, the "Covered Persons"), attached hereto and incorporated herein by reference.

(d) and (e) During the last five years, none of BlackRock, nor to the best of its knowledge, any Covered Person has been convicted in any criminal proceedings (excluding traffic violations or similar misdemeanors) or, except as set forth in Annex B attached hereto, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Neither the present filing nor anything contained herein shall be construed as an admission that BlackRock constitutes a "person" for any purposes other than Section 13(d) of the Act.

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

As of March 2, 2021, BlackRock, in its role as the ultimate parent of investment advisers to certain client accounts, held beneficial ownership of 457,372 Common Shares acquired prior to such date for an aggregate purchase price of \$2,145,614.39. Such acquisitions were made for investment purposes with available funds of the applicable client accounts in the ordinary course of business of BlackRock's investment adviser subsidiaries.

**Item 4. Purpose of the Transaction.**

All of the Common Shares of the Issuer were acquired for investment purposes by funds and accounts for which certain of BlackRock's subsidiaries act as investment advisers.

*Merger Agreement and Equity Commitment Letter*

On February 21, 2021, Global Energy & Power Infrastructure Fund III, L.P. ("GEPIF III"), a fund that is managed by a subsidiary of BlackRock, entered into an Equity Commitment Letter (the "ECL") with GEPIF III Crown Bidco L.P., a Cayman Islands exempted limited partnership ("Parent"). Pursuant to the ECL, GEPIF III irrevocably committed, on the terms and subject to the conditions set forth in the ECL, to purchase an aggregate of \$247 million of equity interests in Parent, solely for the purpose of funding, and to the extent necessary to fund, the merger consideration payable by Parent, in accordance with an Agreement and Plan of Merger, dated as of February 21, 2021 (the "Merger Agreement"), by and among the Issuer, Parent and GEPIF III Crown MergerCo Limited., a Bermuda exempted company and wholly owned subsidiary of Parent ("Merger Sub"). The Merger Agreement provides that Merger Sub will merge with and into the Issuer (the "Merger") on the terms and subject to the conditions set forth therein, with the Issuer surviving such Merger.

Pursuant to the Merger Agreement, at the effective time of the Merger (the “Effective Time”), by virtue of the Merger and without any action on the part of the Issuer, Parent or Merger Sub or any holder of any equity thereof, among other things:

- (a) each common share, par value \$1.00 per share, of Merger Sub (each, a “Merger Sub Share”) issued and outstanding immediately prior to the Effective Time shall automatically be converted into and become a number of authorized, validly issued, fully paid and nonassessable common shares, par value \$0.01 per share, of the surviving company in the Merger (the “Surviving Company Shares”) equal to (i) the number of Common Shares outstanding immediately prior to the Effective Time (other than Hook Shares (as defined below) and Rollover Shares (as defined below)) divided by (ii) the number of Merger Sub Shares issued and outstanding as of immediately prior to the Effective Time;
- (b) each Common Share issued and outstanding immediately prior to the Effective Time and owned by any direct or indirect wholly owned subsidiary of the Issuer (each, a “Hook Share”) shall not represent the right to receive the Merger Consideration (as defined below) and shall instead remain outstanding as one authorized, validly issued, fully paid and nonassessable Surviving Company Share;
- (c) in accordance with the Rollover Agreement (as defined below), each Common Share issued and outstanding immediately prior to the Effective Time and owned by, without duplication, (i) any Rolling Shareholder (as defined below) or (ii) any of Bruce Blythe, Jean Haramis, Monhegetti Transport Inc., Dimitris Koliass and Stray Shipping Investments (the “Additional Rolling Shareholders”, it being understood in order for Common Shares owned by Additional Rolling Shareholders to qualify as Rollover Shares, such Additional Rolling Shareholders shall transfer each Common Share that is intended to be a Rollover Share in accordance with the Rollover Agreement to the Rolling Shareholder contemplated by the Rollover Agreement prior to the record date for the Issuer’s shareholders meeting) (each, a “Rollover Share” and collectively, the “Rollover Shares”) shall not represent the right to receive the Merger Consideration and shall remain outstanding as one authorized, validly issued, fully paid and nonassessable Surviving Company Share;
- (d) each Common Share that is issued and outstanding immediately prior to the Effective Time, other than (i) any Rollover Share, (ii) any Hook Share or (iii) any Common Shares for which appraisal rights have been properly exercised, shall automatically be canceled and converted into and shall thereafter represent the right to receive an amount in cash equal to \$5.80, without interest (the “Merger Consideration”); and
- (e) each share of the Issuer’s 8.75% Series A Cumulative Redeemable Perpetual Preference Shares, par value \$0.01 per share (the “Preference Shares”), issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding as a preference share of the surviving company (the “Surviving Company Preference Shares”).

Consummation of the Merger is subject to the satisfaction or waiver of specified closing conditions, including (i) the approval of the Merger by the affirmative vote of holders of (A) a majority of the outstanding shares of the Issuer entitled to vote at a shareholders meeting and (B) a majority of the outstanding shares of the Issuer which are not held by the Rolling Shareholders or Parent, Merger Sub or their affiliates and which are present at the shareholders meeting, and (ii) other customary closing conditions, including (a) the absence of any law or order prohibiting the Merger or the other transactions contemplated by the Merger Agreement, (b) the accuracy of each party’s representations and warranties (subject to customary materiality qualifiers) and (c) each party’s performance of its obligations and covenants contained in the Merger Agreement. Upon closing of the Merger, the Common Shares will cease to be listed on the New York Stock Exchange.

## *Rollover Agreement*

In connection with the transactions contemplated by the Merger Agreement, on February 21, 2021, Parent, the Issuer and each of the persons executing the Rollover Agreement as “Rolling Shareholders” on the signature pages thereto (the “Rolling Shareholders”) entered into a Rollover Agreement (the “Rollover Agreement”). Pursuant to the Rollover Agreement, each Rolling Shareholder has agreed, among other things (i) that each Common Share beneficially owned by such Rolling Shareholder shall remain outstanding as one Surviving Company Share, (ii) that each Preference Share beneficially owned by such Rolling Shareholder shall remain outstanding as a Surviving Company Preference Share, (iii) to waive, to the fullest extent permitted by applicable law, any rights of appraisal or rights to dissent from the Merger or the other transactions contemplated by the Merger that such Rolling Shareholder may have under applicable law, (iv) to vote in favor of the Merger at any shareholders’ meeting held for the purpose of approving the Merger and the Merger Agreement and (v) to not acquire, dispose of, or otherwise transfer any Common Shares or Preference Shares, except to another Rolling Shareholder to the extent permitted by the Rollover Agreement. The Rollover Agreement will terminate upon the earliest of (a) the Effective Time, (b) the termination of the Merger Agreement in accordance with its terms, (c) with respect to any Rolling Shareholder, the entry without the prior written consent of such Rolling Shareholder into any amendment or modification to the original unamended Merger Agreement that would have the effect of (x) any Rollover Share owned by such Rolling Shareholder not remaining outstanding as a Surviving Company Share following the Effective Time or (y) increasing the total number of Surviving Company Shares that will be outstanding immediately following the Effective Time and (d) with respect to any Rolling Shareholder, the mutual written consent of such Rolling Shareholder, the Issuer and Parent.

In addition, pursuant to the Rollover Agreement, at the closing of the Merger, the Issuer, Parent and the Rolling Shareholders are required to enter into a shareholders agreement relating to certain governance and other arrangements that will be in effect following the consummation of the Merger. In connection with the shareholders’ agreement, the board of directors of the Issuer will be reduced to five persons who will be appointed by Parent and certain of the Rolling Shareholders in accordance with the terms thereof. In addition, at the Effective Time, the Issuer’s bye-laws shall be amended and restated to be in the form attached as Exhibit B to the Merger Agreement.

The entry into the ECL and the Rollover Agreement will not restrict BlackRock’s subsidiaries’ exercise of investment or voting power with respect to the Common Shares to which this Schedule relates.

The foregoing descriptions of the Merger Agreement, the Rollover Agreement, and the ECL in this Item 4 do not purport to be complete and are qualified in their entirety by reference to the text of the form of Merger Agreement, the form of Rollover Agreement, and the form of ECL, which with respect to (i) the Merger Agreement and the Rollover Agreement have been filed as exhibits to the Issuer’s Report on Form 6-K filed with the SEC on March 3, 2021 and (ii) the ECL has been filed as an exhibit to this Schedule 13D, and are incorporated herein by reference.

Except as set forth in this Schedule, BlackRock has no present plans or proposals that relate to or would result in any of the actions described in Item 4(a) through (j) of Schedule 13D. Each of BlackRock’s advisory subsidiaries may evaluate on a continuing basis its client accounts’ investment in the Issuer and BlackRock expects that such subsidiaries may from time to time acquire or dispose of Common Shares or other securities of the Issuer on behalf of such client accounts. Any acquisitions or dispositions will depend upon (i) the price and availability of the Issuer’s securities; (ii) subsequent developments concerning the Issuer’s business and prospects and the industry in which the Issuer operates; (iii) BlackRock’s advisory subsidiaries’ general investment policies with respect to the applicable accounts managed by BlackRock’s advisory subsidiaries; (iv) other investment and business opportunities available to BlackRock’s advisory subsidiaries on behalf of their clients; (v) general market and economic conditions; (vi) tax considerations; and (vii) such other factors as BlackRock’s advisory subsidiaries may consider relevant. Any such acquisitions or dispositions may be made, subject to applicable law, in open market transactions or privately negotiated transactions.

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

(a) and (b) The responses of BlackRock to Rows (7) through (11) of the cover page of this Schedule are incorporated herein by reference. In addition, pursuant to Section 13(d)(3) of the Act, GEPIF III and the Rolling Shareholders may on the basis of the facts described elsewhere herein be considered to be a “group.” GEPIF III disclaims any membership or participation in a “group” with Parent, Merger Sub or the Rolling Shareholders and further disclaims any Common Shares or Preference Shares beneficially owned by the Rolling Shareholders, including the 50,584,448 Common Shares and 9,366 Preference Shares believed to be beneficially owned by the Rolling Shareholders on the date hereof.

The Common Shares beneficially owned by BlackRock include Common Shares beneficially owned by its subsidiaries, including BlackRock Institutional Trust Company, National Association, BlackRock Financial Management, Inc. and BlackRock (Luxembourg) S.A., none of which beneficially owns in excess of 5% of the outstanding Common Shares.

Except as set forth herein, neither BlackRock nor, to the knowledge of BlackRock, the Covered Persons beneficially own any Common Shares as of March 2, 2021.

(c) Annex C, attached hereto, sets forth transactions in the Common Shares that were effected during the 60-day period ended March 2, 2021. The transactions in the Common Shares described on Annex C were effected on securities exchanges unless otherwise indicated therein. Except as set forth in this Schedule, neither BlackRock nor, to the best of its knowledge, any of the Covered Persons has engaged in any transaction in any Common Shares during the 60-day period ended March 2, 2021.

(d) Except for investment advisory clients of BlackRock's subsidiaries, who may have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, Common Shares, no other person is known by BlackRock to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any Common Shares that may be beneficially owned by BlackRock.

(e) Not applicable.

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

The information set forth in Item 4 is hereby incorporated herein by reference.

Except as set forth in this Schedule, there are no contracts, arrangements, understandings or relationships between BlackRock and any other person with respect to any securities of the Issuer or among the investment advisory subsidiaries of BlackRock, including but not limited to transfer or voting of any securities of the Issuer, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies (other than the transfer of voting rights with respect to Common Shares that are loaned out in the ordinary course of BlackRock's and its subsidiaries' securities lending programs).

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

| <u>Exhibit No.</u> | <u>Description</u>   |
|--------------------|--|
| 1.                 | Agreement and Plan of Merger, dated February 21, 2021, by and among GasLog Ltd., GEPIF III Crown Bidco L.P. and GEPIF III Crown MergerCo Limited (incorporated by reference to Exhibit 2.1 to the Issuer's Report on Form 6-K filed with the SEC on March 3, 2021)   |
| 2.                 | Equity Commitment Letter, dated February 21, 2021, by and between Global Energy & Power Infrastructure Fund III, L.P. and GEPIF III Crown Bidco L.P.   |
| 3.                 | Rollover Agreement, dated February 21, 2021, by and among GasLog Ltd., GEPIF III Crown Bidco L.P. and the Rolling Shareholders (as defined herein) (incorporated by reference to Exhibit 2.2 to the Issuer's Report on Form 6-K filed with the SEC on March 3, 2021) |
| 4.                 | Power of Attorney, dated January 2, 2019, relating to BlackRock, Inc. (incorporated by reference to Exhibit B to Schedule 13G filed by BlackRock, Inc. on February 8, 2019 (SEC file number 005-88645))  |

**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.

Dated: March 3, 2021

**BLACKROCK, INC.**

By: /s/ David Maryles

Name: David Maryles

Title: Attorney-In-Fact

## Annex A

The following is a list of the executive officers and directors of BlackRock, Inc. (collectively, the “Covered Persons”), setting forth the present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted and citizenship for each such person. Each Covered Person is a citizen of the United States, unless otherwise noted, and does not have any other principal occupation (outside of similar positions held with respect to other entities directly or indirectly managed or advised by BlackRock, Inc.).

### *Executive Officers*

| <b>Name</b>          | <b>Principal Occupation or Employment</b>                                       | <b>Business Address</b>   | <b>Citizenship</b> |
|----------------------|---|---|--------------------|
| Laurence D. Fink     | Chairman and Chief Executive Officer  | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                  | U.S.               |
| Robert S. Kapito     | President   | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                  | U.S.               |
| Gary S. Shedlin      | Senior Managing Director and Chief Financial Officer                            | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                  | U.S.               |
| Robert L. Goldstein  | Senior Managing Director, Chief Operating Officer & Head of BlackRock Solutions | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                  | U.S.               |
| J. Richard Kushel    | Senior Managing Director and Head of the Portfolio Management Group             | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                  | U.S.               |
| Rachel Lord          | Senior Managing Director and Head of Europe, Middle East and Africa             | BlackRock, Inc.<br>Drapers Gardens<br>12 Throgmorton Avenue<br>London EC2N 2DL United Kingdom | United Kingdom     |
| Mark S. McCombe      | Senior Managing Director and Chief Client Officer                               | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                  | U.S.               |
| Christopher J. Meade | Senior Managing Director, Chief Legal Officer and General Counsel               | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                  | U.S.               |
| Manish Mehta         | Senior Managing Director, Global Head of Human Resources                        | BlackRock, Inc.<br>400 Howard Street<br>San Francisco, CA 94105                               | U.S.               |
| Mark Wiedman         | Senior Managing Director, Head of International and of Corporate Strategy       | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                  | U.S.               |



**Directors**

| <b><u>Name</u></b>   | <b><u>Principal Occupation or Employment</u></b>   | <b><u>Business Address</u></b>  | <b><u>Citizenship</u></b> |
|----------------------|--|---|---------------------------|
| Laurence D. Fink     | Chairman and Chief Executive Officer   | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                | U.S.                      |
| Robert S. Kapito     | President  | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                | U.S.                      |
| Bader M. Alsaad      | Kuwait Investment Authority – Former Managing Director   | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                | Kuwait                    |
| Mathis Cabiallavetta | UBS – Former Chairman  | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                | Switzerland               |
| Pamela Daley         | General Electric Company—Former Senior Vice President of Corporate Business Development        | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                | U.S.                      |
| Jessica Einhorn      | Paul H. Nitze School of Advanced International Studies at Johns Hopkins University—Former Dean | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                | U.S.                      |
| William E. Ford      | General Atlantic – Chief Executive Officer   | General Atlantic<br>Park Avenue Plaza<br>55 East 52nd Street, 33rd Fl<br>New York, NY 10055 | U.S.                      |
| Fabrizio Freda       | The Estée Lauder Companies Inc.— President and Chief Executive Officer                         | Estée Lauder Companies<br>767 Fifth Avenue, 40th Fl<br>New York, NY 10153                   | Italy & U.S.              |
| Murry S. Gerber      | EQT Corporation—Former Executive Chairman, Chairman, President and CEO                         | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                | U.S.                      |
| Margaret L. Johnson  | Magic Leap Inc. – Chief Executive Officer  | Magic Leap, Inc.<br>7500 W. Sunrise Blvd.<br>Plantation, FL 33322                           | U.S.                      |
| Cheryl D. Mills      | BlackIvy Group LLC—Chief Executive Officer   | BlackIvy Group LLC<br>2300 N Street NW<br>Suite 630<br>Washington DC 20037                  | U.S.                      |

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|--------------------------|---|--|-------------|
| Gordon M. Nixon          | Royal Bank of Canada—Former<br>President, CEO and Board Member  | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055   | Canada      |
| Charles H. Robbins       | Cisco Systems, Inc.—Chief Executive<br>Officer and Board Member | Cisco Systems, Inc.<br>170 West Tasman Drive<br>San Jose, CA 95134   | U.S.        |
| Marco Antonio Slim Domit | Grupo Financiero Inbursa, S.A.B. de<br>C.V.—Chairman            | Grupo Financiero Inbursa<br>Av. Paseo de las Palmas, #736 Floor 1<br>Colonia Lomas de Chapultepec<br>C.P. 11000, México D.F. | Mexico      |
| Susan L. Wagner          | BlackRock—Former Vice Chairman                                  | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055   | U.S.        |
| Mark Wilson              | Aviva plc—Former CEO  | BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055   | New Zealand |

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**Annex B**

On January 17, 2017, BlackRock, Inc. ("BlackRock") reached an agreement with the U.S. Securities and Exchange Commission (the "SEC"), resolving a matter regarding a provision in an old version of BlackRock's form employee separation agreement that the SEC found violated the Dodd Frank Act's whistleblower provisions. In the settlement with the SEC, BlackRock agreed to pay a \$340,000 penalty and consented to the entry of an Administrative Order containing a finding that BlackRock violated Rule 21F-17 under the Securities Exchange Act of 1934 and ordering BlackRock to cease and desist from committing or causing any violations and any future violations of Rule 21F-17.

**Annex C****Transactions in Common Shares**  
(60-day period ended on March 2, 2021)

| <b>Legal Entity</b>   | <b>Trade Date</b> | <b>Amount</b> | <b>Trade Price</b> | <b>BUY/SELL</b> | <b>Execution Type</b> |
|---|-------------------|---------------|--------------------|-----------------|-----------------------|
| BlackRock Institutional Trust Company, National Association | December 28, 2020 | -4,614.00     | 3.65920000         | SELL            | ETF Redeem            |
| BlackRock Institutional Trust Company, National Association | December 29, 2020 | -4,464.00     | 3.54840000         | SELL            | ETF Redeem            |
| BlackRock Institutional Trust Company, National Association | December 30, 2020 | -1,848.00     | 3.84430000         | SELL            | ETF Redeem            |
| BlackRock Institutional Trust Company, National Association | December 31, 2020 | -19.00        | 3.69080000         | SELL            | ETF Redeem            |
| BlackRock Institutional Trust Company, National Association | January 4, 2021   | -127.00       | 3.83040000         | SELL            | ETF Redeem            |
| BlackRock Institutional Trust Company, National Association | January 8, 2021   | -517.00       | 4.70750000         | SELL            | ETF Redeem            |
| BlackRock Institutional Trust Company, National Association | January 8, 2021   | -1,925.00     | 4.70750000         | SELL            | ETF Redeem            |
| BlackRock Financial Management, Inc.                        | January 12, 2021  | -6,939.00     | 5.38250000         | SELL            | ETF Redeem            |
| BlackRock Institutional Trust Company, National Association | January 22, 2021  | 16,620.00     | 4.55020000         | BUY             | ETF Create            |
| BlackRock Institutional Trust Company, National Association | January 22, 2021  | 3,462.00      | 4.55020000         | BUY             | ETF Create            |
| BlackRock Financial Management, Inc.                        | January 22, 2021  | 164,463.00    | 4.55020000         | BUY             | ETF Create            |
| BlackRock Institutional Trust Company, National Association | January 25, 2021  | 10,942.00     | 4.43390000         | BUY             | ETF Create            |
| BlackRock Institutional Trust Company, National Association | January 25, 2021  | 2,340.00      | 4.43390000         | BUY             | ETF Create            |
| BlackRock Institutional Trust Company, National Association | January 28, 2021  | 14,718.00     | 3.86510000         | BUY             | ETF Create            |
| BlackRock Institutional Trust Company, National Association | January 29, 2021  | 5,466.00      | 4.11900000         | BUY             | ETF Create            |
| BlackRock Institutional Trust Company, National Association | January 29, 2021  | 21,377.00     | 4.11900000         | BUY             | ETF Create            |
| BlackRock Institutional Trust Company, National Association | February 1, 2021  | 1,711.00      | 4.21180000         | BUY             | ETF Create            |
| BlackRock Institutional Trust Company, National Association | February 1, 2021  | 3,775.00      | 4.26510000         | BUY             | ETF Create            |
| BlackRock (Luxembourg) S.A.                                 | February 2, 2021  | 10,121.00     | 4.45720000         | BUY             | BUY                   |
| BlackRock (Luxembourg) S.A.                                 | February 4, 2021  | 10,095.00     | 4.44680000         | BUY             | BUY                   |
| BlackRock Institutional Trust Company, National Association | February 5, 2021  | 2,618.00      | 4.60740000         | BUY             | ETF Create            |

GLOBAL ENERGY & POWER INFRASTRUCTURE FUND III, L.P.

February 21, 2021

GEPIF III Crown Bidco L.P.  
c/o Global Energy & Power Infrastructure Funds  
One Lafayette Place,  
Greenwich, CT 06830

Re: Equity Commitment

Ladies and Gentlemen:

1. Reference is made to the Agreement and Plan of Merger, dated as of February 21, 2021 (as it may be amended, restated, supplemented or otherwise modified in accordance with its terms from time to time, the "Merger Agreement") by and among GasLog Ltd., a Bermuda exempted company (the "Company"), GEPIF III Crown Bidco L.P., a Cayman Islands exempted limited partnership ("Parent"), and GEPIF III Crown MergerCo Limited, a Bermuda exempted company and a wholly owned Subsidiary of Parent ("Merger Sub"), pursuant to which, subject to the terms and conditions set forth in the Merger Agreement, Merger Sub will merge with and into the Company, with the Company surviving such merger (the "Merger"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Merger Agreement.

2. This letter agreement hereby confirms the commitment of Global Energy & Power Infrastructure Fund III, L.P., a Cayman Islands exempted limited partnership ("Equity Sponsor"), to purchase, directly or indirectly, subject to the conditions set forth herein, at the Closing equity securities of Parent for an aggregate purchase price in cash in immediately available funds of \$247,000,000 (the "Commitment"), solely for the purposes of funding, and to the extent necessary to fund, the payment of the aggregate Merger Consideration at the Closing pursuant to, and subject to the terms of, the Merger Agreement; provided, that, Equity Sponsor shall not, under any circumstances, be obligated to purchase (or cause to be purchased) equity securities of Parent in excess of the Commitment. The amount to be funded under this letter agreement may be reduced by Equity Sponsor solely to the extent that Parent does not require all of the funds with respect to which commitments have been made hereunder to fund the aggregate Merger Consideration, pursuant to, and subject to the terms of, the Merger Agreement. The Equity Sponsor hereby confirms that it has unfunded capital commitments, cash or access to available funds in an amount not less than the Commitment and there are no restrictions whatsoever applicable to the Equity Sponsor that would prevent it from funding the Commitment. Equity Sponsor may allocate a portion of its investment to other co-investors in entities that are controlled by an Affiliate of Equity Sponsor (Equity Sponsor, together with such other co-investors, the "Investors") and/or may cause the Commitment (or portion thereof) hereunder to be funded indirectly through one or more entities that an Investor or an Affiliate thereof controls; provided, however, that such allocation will not reduce the Commitment except to the extent of any amounts actually funded by such controlled entities.

3. Any Investor's obligation to fund the Commitment under this letter agreement is subject to the terms of this letter agreement and the Merger Agreement, including the satisfaction in full or valid waiver of the conditions precedent to Parent's obligations to consummate the Merger and the other Transactions at the Closing as set forth in Section 6.01 and Section 6.02 of the Merger Agreement and the Closing being required to occur pursuant to Section 1.06 of the Merger Agreement.

4. This letter agreement may only be enforced by Parent (or the Company pursuant to Section 8 below), and none of Parent's or its Affiliates' creditors shall have any right to enforce this letter agreement or to cause Parent or its Affiliates to enforce this letter agreement.

5. This letter agreement will become effective upon its acceptance by Parent, as evidenced by the delivery to Equity Sponsor of a counterpart of this letter agreement executed by Parent. Notwithstanding Section 4, this letter agreement, including, without limitation, any Investor's obligation to fund the Commitment under this letter agreement, will terminate automatically and immediately upon the earlier to occur of (a) the valid termination of the Merger Agreement in accordance with its terms, (b) the Company or any Company Related Party commencing a lawsuit or other legal proceeding asserting a claim to enforce (or cause Parent to enforce (other than the Company pursuant to Section 8 below)) the Commitment or (c) funding of the Commitment in full pursuant to the terms hereof and the application of the proceeds therefrom in accordance with the terms of this letter agreement and the Merger Agreement.

6. Notwithstanding anything that may be expressed or implied in this letter agreement or any document, instrument or statement (written or oral) delivered in connection herewith, Parent, by its acceptance hereof, acknowledges and agrees that (a) notwithstanding that the signatory below is a partnership, no recourse hereunder or under any documents or instruments delivered in connection herewith may be had against any director, officer, agent or employee of any Investor or any of its successors or assigns or any partner, member, manager or stockholder of any Investor or any of its successors or assigns or any director, officer, employee, partner, Affiliate, assignee or representative of the foregoing, in each case whether current, former or future (any such Person, a "Parent Representative"), including but not limited to whether by or through attempted piercing of the veil, by or through any claim (whether in tort, contract or otherwise), by the enforcement of any judgment or assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, and (b) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Parent Representative of any Investor under this letter agreement or any documents or instruments delivered in connection herewith or with the Merger Agreement or for any claim based on, in respect of or by reason of obligations hereunder or thereunder.

7. Neither this letter agreement nor any of the rights and obligations described herein may be assigned, other than by Equity Sponsor in accordance with the last sentence of Section 2; provided, however, that such assignment shall not reasonably be expected to have the effect of impairing, preventing, making less likely or delaying the Closing. This letter agreement shall inure to the benefit of and be binding upon Parent and Equity Sponsor. Nothing set forth in this letter agreement shall be construed to confer upon or give to any Person other than the parties hereto and their respective successors and permitted assigns any rights or remedies under or by

reason of the Commitment or to confer upon or give to any Person any rights or remedies against any Person other than the undersigned under or by reason of the Commitment, except (a) that the Parent Representatives are entitled to be third party beneficiaries of the provisions of Section 6 and are entitled to enforce such provisions and (b) as contemplated by Section 8 and Section 11 below.

8. The Company is hereby made an express third party beneficiary of the obligations of the Investors set forth herein solely for the purpose of enforcing the obligation of the Investors to fund the Commitment under this letter agreement and for purposes of Section 11 and the Company may enforce Parent's right to cause all or any portion of the Commitment to be funded (if Parent has a right to enforce such Commitment in accordance with the terms hereof, and subject to the terms and conditions set forth in Section 8.08 of the Merger Agreement) without the consent or direction of Parent.

9. The existence of this letter agreement and its terms shall be treated as confidential and this letter agreement is being provided to Parent solely in connection with the transactions contemplated by the Merger Agreement. This letter agreement may not be used, circulated, quoted, referred to in any document or otherwise disclosed, except with the written consent of Equity Sponsor; provided that Equity Sponsor and the Company shall be entitled to disclose this letter agreement and its contents (a) to its Affiliates and its and their respective officers, directors, employees, advisors, consultants and other representatives to the extent such Persons in turn agree to abide by the confidentiality provisions of this Section 9; (b) in connection with the enforcement of this letter agreement; and (c) where required under applicable Law or the applicable rules of any securities exchange.

10. Equity Sponsor hereby represents and warrants that (a) it has all power and authority to execute, deliver and perform this letter agreement; (b) the execution, delivery and performance of this letter agreement by Equity Sponsor has been duly and validly authorized and approved by all necessary action, and no other proceedings or actions on the part of Equity Sponsor are necessary therefor; (c) no conditions exist to the obligations of Equity Sponsor to fund the Commitment, other than as set forth in this letter agreement; (d) this letter agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against Equity Sponsor in accordance with its terms (subject to the Bankruptcy and Equity Exception); (e) the execution, delivery and performance by Equity Sponsor of this letter agreement does not and will not violate the organizational documents of Equity Sponsor or any applicable Law; and (f) Equity Sponsor has sufficient undrawn commitments from its limited partners to fund the Commitment.

11. This letter agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by each of the parties hereto, and consented to in advance in writing by the Company. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that state, regardless of the laws that might otherwise govern under any applicable conflict of laws principles. All Actions arising out of or relating to the interpretation and enforcement of the provisions of this letter agreement shall be heard and determined in the Delaware Court of Chancery or, if the Delaware Court of Chancery declines to

accept jurisdiction over a particular matter, any federal court within the State of Delaware or, if both the Delaware Court of Chancery and the federal courts within the State of Delaware decline to accept jurisdiction over a particular matter, any other state court within the State of Delaware, and, in each case, any appellate court therefrom. The parties hereto hereby irrevocably (a) submit to the jurisdiction and venue of such courts in any Actions arising out of or relating to this letter agreement, (b) irrevocably waive the defense of an inconvenient forum or lack of jurisdiction to the maintenance of any such Action and (c) agree to not attempt to deny or defeat such jurisdiction by motion or otherwise request for leave from any such court. The consents to jurisdiction set forth in this Section 11 shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 11 and shall not be deemed to confer rights on any Person other than the parties hereto. The parties hereto agree that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

12. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LETTER AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 12.

13. Upon any valid termination of this letter agreement in accordance with its terms, this letter agreement shall cease to have force and effect, and there shall be no further liability or obligation on the part of the parties hereto, except that the provisions of Sections 6, 7, 9, 10, 11 and 12 shall survive such termination.

14. This letter agreement may be executed in any number of counterparts (including by facsimile, PDF, electronic mail or electronic signature), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[Remainder of page intentionally left blank]*



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Very truly yours,

**GLOBAL ENERGY & POWER INFRASTRUCTURE  
FUND III, L.P.**

By: GEPIF III (GenPar), LLC, its general partner

By: /s/ James Berner

Name: James Berner

Title: Managing Director

Accepted and Agreed:

**GEPIF III CROWN BIDCO L.P.**

By: GEPIF III (GenPar), LLC, its general partner

By: /s/ James Berner

Name: James Berner

Title: Managing Director

[Signature Page to Equity Commitment Letter]