

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

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

**GasLog Ltd.**

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(Name of Issuer)

**Common Shares, par value \$0.01 per share**

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(Title of Class of Securities)

**G37585109**

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(CUSIP Number)

**Olympic LNG Investments Ltd.  
c/o ASOFIN Management A.G.  
Städtle 27, FL-9490 Vaduz  
Liechtenstein  
+423-237 48 03**

**Copies to: D. Scott Bennett, Esq.  
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Worldwide Plaza  
825 Eighth Avenue  
New York, New York 10019  
+1 (212) 474-1132  
(telephone number)  
+1 (212) 474-3700  
(facsimile number)**

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

**June 22, 2020**

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(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.

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.

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<b>1</b>	NAMES OF REPORTING PERSONS <b>OLYMPIC LNG INVESTMENTS LTD.</b>		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS <b>WC, AF</b>		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>		
<b>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>11,164,904</b>	
	<b>8</b>	SHARED VOTING POWER	
	<b>9</b>	SOLE DISPOSITIVE POWER 11,164,904	
	<b>10</b>	SHARED DISPOSITIVE POWER	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,164,904		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.7% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON <b>CO</b>		

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

<b>1</b>	NAMES OF REPORTING PERSONS <b>A.S.O. HOLDINGS S.A.</b>		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS <b>WC, AF</b>		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION <b>PANAMA</b>		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 11,164,904	
	<b>8</b>	SHARED VOTING POWER	
	<b>9</b>	SOLE DISPOSITIVE POWER 11,164,904	
	<b>10</b>	SHARED DISPOSITIVE POWER	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,164,904		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.7% <sup>2</sup>		
<b>14</b>	TYPE OF REPORTING PERSON <b>CO</b>		

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

<b>1</b>	NAMES OF REPORTING PERSONS <b>ALEXANDER S. ONASSIS FOUNDATION</b>		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS <b>AF</b>		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION <b>LIECHTENSTEIN</b>		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 11,164,904	
	<b>8</b>	SHARED VOTING POWER	
	<b>9</b>	SOLE DISPOSITIVE POWER 11,164,904	
	<b>10</b>	SHARED DISPOSITIVE POWER	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,164,904		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.7% <sup>3</sup>		
<b>14</b>	TYPE OF REPORTING PERSON <b>OO</b>		

<sup>3</sup> 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. 1 (this “**Amendment No. 1**”) to the Schedule 13D filed with the Securities and Exchange Commission (the “**Commission**”) on February 3, 2014 (the “**Original Schedule 13D**”) is to reflect the entry by Olympic LNG Investments Ltd. (“**Olympic**”) into a share purchase agreement to acquire 4,000,000 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 Original Schedule 13D remain unchanged. Capitalized terms used in this Amendment No. 1 and not otherwise defined shall have the respective meanings assigned to such terms in the Original 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><u>Reporting Person/ Director/Officer/Control Person of a Reporting Person</u></b>	<b><u>Address of Principal Office/Business or Residenc Address</u></b>	<b><u>Jurisdiction of Incorporation/ Citizenship</u></b>	<b><u>Name/Address of Employer and Occupation</u></b>	<b><u>Principal Business</u></b>
Olympic LNG Investments Ltd.	c/o Conyers Corporate Services (Bermuda) Limited Clarendon House 2 Church Street Hamilton, HM 11, Bermuda	Bermuda	N/A	Investment company
<b><u>Directors</u></b>				
Prof. Constantinos Grammenos	c/o Center for Shipping, Trade and Finance CASS BUSINESS SCHOOL CITY UNIVERSITY LONDON 106 Bunhill Row London EC1Y 8TZ, U.K.	Greece	Center for Shipping, Trade and Finance CASS BUSINESS SCHOOL CITY UNIVERSITY LONDON 106 Bunhill Row London EC1Y 8TZ, U.K.  Professor	University
Stefanos Tamvakis	27, Artemisiou Str, GR15234 Chalandri, Athens, Greece	Greece	N/A	N/A
Edward Rance	Clarendon House 2 Church Street Hamilton, HM 11, Bermuda	UK	Conyers Corporate Services (Bermuda) Limited Clarendon House 2 Church Street Hamilton, HM 11, Bermuda	Lawyer

<u>Reporting Person/ Director/Officer/Control Person of a Reporting Person</u>		<u>Address of Principal Office/Business or Residenc Address</u>	<u>Jurisdiction of Incorporation/ Citizenship</u>	<u>Name/Address of Employer and Occupation</u>	<u>Principal Business</u>
Michail Gialouris		8 Zephyrou Str. Paleo Faliro 17564 Athens Greece	Greece	ASOFIN Management S.A. 8 Zephyrou Str. Paleo Faliro 17564 Athens Greece Managing Director	Consulting company
<b>Officers</b>					
President	Antonios S. Papadimitriou	367 Syngrou Av. Paleo Faliro 17564 Athens Greece	Greece	ASOFIN Management S.A.	Consulting company
Vice President	Marianna Moschou	8 Zephyrou Str. Paleo Faliro 17564 Athens Greece	Greece	A.S.O. HOLDINGS S.A. Calle Aquillino de la Guardia 8 Panama 1, Republic of Panama  Secretary and Director	Holding company
Treasurer	Michail Gialouris	See above	See above	See above	See above
Secretary	Conyers Corporate Services (Bermuda) Limited	Clarendon House 2 Church Street Hamilton, HM 11, Bermuda	Bermuda	N/A	Local agent
A.S.O. HOLDINGS S.A.		Calle Aquillino de la Guardia 8 Panama 1, Republic of Panama	Panama	N/A	Holding company
<b>Directors</b>					
Antonios S. Papadimitriou		See above	See above	See above	See above
Florian Marxer		Heiligkreuz 6 P.O. Box 484 FL 9490 Vaduz, Liechtenstein	Liechtenstein	Marxer & Partner Attorneys-at-Law Heiligkreuz 6 P.O. Box 484 FL 9490 Vaduz, Liechtenstein  Partner	Law firm
Marianna Moschou		See above	See above	See above	See above
Prof. Constantinos Grammenos		See above	See above	See above	See above
Dennis Houston			USA	N/A	N/A

<u>Reporting Person/ Director/Officer/Control Person of a Reporting Person</u>		<u>Address of Principal Office/Business or Residenc Address</u>	<u>Jurisdiction of Incorporation/ Citizenship</u>	<u>Name/Address of Employer and Occupation</u>	<u>Principal Business</u>
		15 North Fazio Way The Woodlands, TX 77389 USA			
Michael Sotirhos		545 Smith Ridge Road New Canaan, Connecticut 06840 USA	U.S.A.	The Blackstone Group 345 Park Avenue NY, NY 10154 USA  Senior Managing Director	Investment and advisory firm
Nikolaos Karamouzis		SME RemediumCap, 10 rue Antoine Jans, L-1820 Luxembourg, Grand Duchy of Luxembourg	Greece	N/A	N/A
<b>Officers</b>					
President	Antonios S. Papadimitriou	See above	See above	See above	See above
Vice President	Florian Marxer	See above	See above	See above	See above
Secretary	Marianna Moschou	See above	See above	See above	See above
2nd Vice President	Dennis Houston	See above	See above	See above	See above
ALEXANDER S. ONASSIS FOUNDATION		Heiligkreuz 6 Vaduz, Lichtenstein	Lichtenstein	N/A	Foundation
<b>Directors</b>					
Antonios S. Papadimitriou		See above	See above	See above	See above
Florian W. Marxer		See above	See above	See above	See above
Marianna Moschou		See above	See above	See above	See above
Paul Ioannidis		Alexander S. Onassis Foundation Staedtle 27 FL-9490 Vaduz Liechtenstein	Greece	N/A	N/A
Prof. Constantinos Grammenos		See above	See above	See above	See above
Stefanos Tamvakis		See above	See above	See above	See above
Prof. Dimitrios Nanopoulos			Greece		

<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>
		12-14 Pindou Str, GR11255, Athens, Greece		N/A	N/A
	Michael Sotirhos	See above	See above	See above	See above
	Florian Marxer	See above	See above	See above	See above
	Dennis Houston	See above	See above	See above	See above
	Nikolaos Karamouzis	See above	See above	See above	See above
	Simon Critchley	Alexander S. Onassis Foundation Staedtle 27 FL-9490 Vaduz Liechtenstein	UK	Alexander S. Onassis Foundation Staedtle 27 FL-9490 Vaduz Liechtenstein	
	James George Stavridis	Carlyle Group, 1001 Pennsylvania Avenue NW, Washington, DC 20004- 2505, USA.	USA	N/A	N/A
	Karen Fran Brooks Hopkins	216 Garfield Pl., Brooklyn, NY 11215. USA	USA	N/A	N/A
	Paul Bernhard Holdengraber	C/o Alexander S. Onassis Public Benefit Foundation USA 1617 Angelus Ave, Los Angeles, CA 90026, USA	USA	Alexander S. Onassis Public Benefit Foundation USA Los Angeles, USA.	
<b>Officers</b>					
President / Treasurer	Antonios S. Papadimitriou	See above	See above	See above	See above
Vice President	Florian Marxer	See above	See above	See above	See above
Secretary	Marianna Moschou	See above	See above	See above	See above
2 <sup>nd</sup> Vice President	Dennis Houston	See above	See above	See above	See above



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

Olympic LNG Investments Ltd. has agreed to purchase 4,000,000 shares of the Issuer's common stock from the Issuer. On June 22, 2020, Olympic LNG Investments Ltd. 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 Olympic and capital contributions by the shareholders of Olympic.

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

Item 4 of the Original Schedule 13D is hereby amended by adding the following paragraphs:

Item 3 of this Amendment No. 1 summarizes certain provisions of the Stock Purchase Agreement and is incorporated herein by reference.

On June 22, 2020, Olympic LNG Investments Ltd. entered into a registration rights agreement, dated June 22, 2020 (the "Registration Rights Agreement"), with the Issuer, which provides resale registration rights for the Holders' Registrable Securities (as defined in the Registration Rights Agreement).

The foregoing description of the Stock Purchase Agreement and Registration Rights 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 Registration Rights Agreement, which are filed as Exhibit 1 and Exhibit 2, respectively, to this Amendment No. 1.

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

- (a) See item 9 on Cover Pages to this Amendment No. 1. Percentages are based on 95,114,166 Shares issued and outstanding as of June 29, 2020.
    - (1) Olympic LNG Investments Ltd. ("**Olympic**") is the direct beneficial owner of 11,164,904 common shares.
    - (2) A.S.O. Holdings S.A. ("**Holdings**") owns 100% of Olympic LNG Investments Ltd. Holdings does not own any Shares. By reason of Holding's control of Olympic, Holdings may deemed to be the beneficial owner of, and to have the power to vote and dispose of, the common shares beneficially owned by Olympic.
    - (3) The Alexander S. Onassis Foundation (the "**Foundation**") owns 100% of Holdings. The Foundation does not own any Shares. By reason of the Foundation's control of Holdings, the Foundation may deemed to be the beneficial owner of, and to have the power to vote and dispose of, the common shares beneficially owned by Olympic.
  - (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. 1.
    - (ii) Shared power to vote or to direct the vote: See item 8 on Cover Pages to this Amendment No. 1.
    - (iii) Sole power to dispose or to direct the disposition: See item 9 on Cover Pages to this Amendment No. 1.
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- (c) On June 22, 2020, Olympic LNG Investments Ltd. purchased 4,000,000 common shares in a private placement at a price of \$2.50 per share, for an aggregate purchase price of \$10,000,000. 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 Original Schedule 13D 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 Registration Rights 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 Olympic LNG Investments Ltd. and GasLog Ltd.

Exhibit 2 Registration Rights Agreement, dated June 22, 2020, between GasLog Ltd. and each of the several holders listed on the signature pages thereto.

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**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: July 2, 2020

<b>OLYMPIC LNG INVESTMENTS LTD.</b>	
By:	/s/ Marianna Moschou
Name:	Marianna Moschou
Title:	Vice President

By:	/s/ Michail Gialouris
Name:	Michail Gialouris
Title:	Director

<b>A.S.O. HOLDINGS S.A.</b>	
By:	/s/ Anthony S. Papadimitriou
Name:	Anthony S. Papadimitriou
Title:	Director
By:	/s/ Marianna Moschou
Name:	Marianna Moschou
Title:	Director

<b>ALEXANDER S. ONASSIS FOUNDATION</b>	
By:	/s/ Anthony S. Papadimitriou
Name:	Anthony S. Papadimitriou
Title:	Director

By:	/s/ Marianna Moschou
Name:	Marianna Moschou
Title:	Director

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## 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 4,000,000 Common Shares (the "Shares"). The purchase price for each Share shall be U.S.\$2.50, for an aggregate purchase price of U.S.\$10,000,000 (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.

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(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-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.

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### 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.

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(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.

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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]*

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

OLYMPIC LNG INVESTMENTS LTD

by /s/ Marianna Moschou  
Name: Vice-President

by /s/ Michail Gialouris  
Name: Treasurer/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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**REGISTRATION RIGHTS AGREEMENT  
OF  
GASLOG LTD.,  
a Bermuda exempted Company  
Dated Effective as of June 22, 2020**

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## REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”) is dated as of June 22, 2020 by and among GasLog Ltd., a Bermuda exempted company (the “**Company**”), and each of the several holders listed on the signature pages hereto (each, a “**Holder**” and collectively, the “**Holders**”). Capitalized terms used herein without definition have the respective meanings set forth in Section 1.

This Agreement is made in connection with individual Share Purchase Agreements by and between the Company and each of the Holders hereto, dated as of the date hereof (each as amended, restated, supplemented or otherwise modified from time to time, the “**Share Purchase Agreements**”).

### W I T N E S E T H:

WHEREAS, upon the terms and subject to the conditions of the Share Purchase Agreements, (i) the Company has agreed to issue to the Holders, and the Holders have agreed to purchase, an aggregate of 7,900,000 common shares, par value \$0.01 per share, of the Company (the “**Shares**”), pursuant to Article 1 of each Share Purchase Agreement (collectively, the “**Transaction**”); and

WHEREAS, in connection with the Share Purchase Agreements, the Company has agreed to provide certain registration rights with respect to the Shares.

ACCORDINGLY, in consideration of the mutual covenants and agreements contained herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. Definitions

Unless otherwise defined herein, as used in this Agreement, the following terms have the following respective meanings:

“**Affiliate**” of a Person means a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes of this definition, “control” (including terms “controlled by” and “under common control with”) means the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by agreement or otherwise.

“**Business Day**” means any day other than a Saturday, Sunday or legal holiday on which banks in New York, New York are authorized or obligated by law to close.

“**Common Shares**” means the common shares, par value \$0.01 per share, of the Company.

“**Entity**” means any corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, unincorporated association, estate or other entity.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Person**” means any individual or Entity.

“**Prospectus**” has the meaning set forth in Section 4(a).

“**Registrable Securities**” means all Shares issued pursuant to the Share Purchase Agreements, provided such securities shall cease to be Registrable Securities when (i) Transferred by a Holder in a transaction in which the Holder’s rights under this Agreement are not assigned, (ii) Transferred pursuant to an effective registration statement under the Securities Act, (iii) Transferred in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act (including transactions under Rule 144, or successor thereto,

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promulgated under the Securities Act) so that all transfer restrictions and restrictive legends with respect thereto, if any, are removed upon the consummation of such transaction or (iv) that are eligible for resale without restriction (including any limitation thereunder on volume or manner of sale) and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act.

“**Registration Expenses**” means, except for Selling Expenses (as hereinafter defined), all expenses incurred by the Company in effecting any registration pursuant to this Agreement, including all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, Financial Industry Regulatory Authority (“**FINRA**”) fees, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration.

“**Registration Statement**” has the meaning set forth in Section 4(a)(i).

“**Registration Violation**” has the meaning set forth in Section 6(a)(i).

“**Resale Registration Statement**” has the meaning set forth in Section 2(a).

“**Rule 144**” has the meaning set forth in Section 7.

“**SEC**” means the Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Selling Expenses**” means all underwriting discounts and selling commissions applicable to the securities sold in a transaction or transactions registered on behalf of the Holder.

“**Shares**” has the meaning given to such term in the recitals of this Agreement.

“**Shelf Registration Statement**” means a registration statement of the Company filed with the SEC on Form F-3 (or any successor form or other appropriate form under the Securities Act) for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the SEC) covering the Registrable Securities, as applicable.

“**Target Effective Date**” has the meaning set forth in Section 2(a).

“**Target Filing Date**” has the meaning set forth in Section 2(a).

“**Transaction**” has the meaning set forth in the recitals of this Agreement.

“**Transfer**” means a disposition, sale, assignment, transfer, exchange, pledge or the grant of a security interest or other encumbrance.

## 2. Shelf Registration

A. **General.** The Company shall use its reasonable best efforts to (i) prepare and file a registration statement under the Securities Act to permit the resale of the Registrable Securities from time to time as permitted by Rule 415 (or any similar provision adopted by the SEC then in effect) of the Securities Act (the “**Resale Registration Statement**”) as soon as practicable, but in no event more than 30 days following the closing of the Transaction (the “**Target Filing Date**”) and (ii) cause the Resale Registration Statement to become effective no later than 75 days after filing thereof (the “**Target Effective Date**”). The Company will use its reasonable best efforts to cause the Resale Registration Statement filed pursuant to this Section 2(a) to be continuously effective under the Securities Act until the date on which there are no longer any Registrable

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Securities outstanding. The Resale Registration Statement filed pursuant to this Section 2(a) shall be on such appropriate registration form of the SEC as shall be selected by the Company. The Resale Registration Statement when declared effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (and, in the case of any prospectus contained in the Resale Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the date that the Resale Registration Statement becomes effective, but in any event within three Business Days of such date, the Company shall provide the Holders with written notice (including electronic notice) of the effectiveness of the Resale Registration Statement. The Company shall not be obligated to have more than one effective Resale Registration Statement at any given time pursuant to this Section 2(a).

B. Notwithstanding anything to the contrary contained herein, the Company shall not be obligated to file or cause the Resale Registration Statement filed pursuant to Section 2(a) to become effective:

i. during the period starting with the date 30 days prior to its good faith estimate of the date of filing of, and ending on a date 60 days after the effective date of, a Company-initiated registration for the offer and sale of Common Shares, or securities convertible into Common Shares for cash (in each case other than a registration relating solely to the sale of securities to employees the Company pursuant to a stock option, stock purchase or similar plan or to a SEC Rule 145 transaction), *provided* that the Company is actively employing in good faith all reasonable best efforts to cause such registration statement to become effective; or

ii. if the Company furnishes to such Holders a certificate signed by an executive officer of the Company stating that in the good faith judgment of the board of directors of the Company it would be materially detrimental to the Company and its equity holders for the Resale Registration Statement to be filed at the time filing would be required and it is therefore essential to defer the filing of the Resale Registration Statement, *provided, however*, that the Company shall have the right to defer such filing and effectiveness for a period of not more than 60 days after the Target Filing Date and Target Effective Date, respectively.

C. The Company may, upon written notice (including electronic notice) to any Holder whose Registrable Securities are included in the Resale Registration Statement, suspend such Holder's use of any prospectus which is a part of the Resale Registration Statement (in which event the Holder shall discontinue sales of the Registrable Securities pursuant to the Resale Registration Statement but may settle any previously made sales of Registrable Securities) if (i) the Company determines that it would be required to make disclosure of material information in the Resale Registration Statement that the Company has a bona fide business purpose for preserving as confidential or (ii) the Company has experienced some other material non-public event, the disclosure of which at such time, in the good faith judgment of the Company, would adversely affect the Company; *provided, however*, that in no event shall the Holders be suspended from selling Registrable Securities pursuant to the Resale Registration Statement for a period that exceeds 60 days; and *provided further* that the Company shall not suspend the Resale Registration Statement in this manner more than twice in any 12-month

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period. Upon disclosure of such information or the termination of the condition described above, the Company shall provide prompt notice to the Holders whose Registrable Securities are included in the Resale Registration Statement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities pursuant to the Resale Registration Statement.

3. Registration Expenses; Selling Expenses

A. All Registration Expenses incurred in connection with any registration, filing, qualification or compliance pursuant to Section 2 shall be borne by the Company. All Selling Expenses relating to each sale of securities registered by the Holders shall be borne by the holders of such securities pro rata on the basis of the number of shares so sold.

4. Further Obligations

A. In connection with any registration of the sale of Registrable Securities under the Securities Act pursuant to this Agreement, the Company will consult with each Holder whose Registrable Securities are to be included in any such registration, and shall provide to such Holders and their representatives such other documents (including correspondence with the SEC with respect to the registration statement and the related securities offering) as such Holders shall reasonably request in connection with their participation in such registration. The Company will furnish each Holder whose Registrable Securities are registered thereunder with a copy of the registration statement and all amendments thereto and will supply each such Holder with copies of any prospectus forming a part of such registration statement (including a preliminary prospectus and all amendments and supplements thereto, the "**Prospectus**"), in such quantities as may be reasonably requested for the purposes of the proposed sale or distribution covered by such registration. In the event that the Company prepares and files with the SEC a registration statement on any appropriate form under the Securities Act (a "**Registration Statement**") providing for the sale of Registrable Securities held by any Holder pursuant to its obligations under this Agreement, the Company will:

i. prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement as may be necessary to keep such Registration Statement effective; cause the related Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the participating Holder or Holders thereof set forth in such Registration Statement or supplement to such Prospectus;

ii. promptly notify the Holders (A) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (B) of any request by the SEC or any state securities commission for amendments or supplements to a Registration Statement or related Prospectus or for additional information, (C) of the issuance by the SEC or any state securities commission of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (D) of the receipt by

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the Company of any notification with respect to the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (E) of the existence of any fact which results in a Registration Statement, a Prospectus or any document incorporated therein by reference containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

iii. use reasonable best efforts to promptly obtain the withdrawal of any order suspending the effectiveness of a Registration Statement;

iv. if requested by a Holder, promptly incorporate in a Prospectus supplement or post-effective amendment such information as the Holders holding a majority of the Registrable Securities being sold by the Holders agree should be included therein relating to the sale of such Registrable Securities, including without limitation information with respect to the amount of Registrable Securities being sold by the Holders, and with respect to any other terms of the offering of the Registrable Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

v. furnish to such Holders at least one signed copy of the Registration Statement and any post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference) (*provided, however*, that any such document made available by the Company through EDGAR shall be deemed so furnished);

vi. deliver to such Holders and the underwriters, if any, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such persons or entities may reasonably request;

vii. cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold pursuant to such Registration Statement and not bearing any restrictive legends, and enable such Registrable Securities to be in such denominations and registered in such names as the Holders may request at least one Business Day prior to any sale of Registrable Securities;

viii. if any fact described in subparagraph (ii)(E) above exists, promptly prepare and file with the SEC a supplement or post-effective amendment to the applicable Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;

ix. cause all Registrable Securities covered by the Registration Statement to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

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x. provide a CUSIP number for all Registrable Securities included in such Registration Statement, not later than the effective date of the applicable Registration Statement; and

xi. make available for inspection by the Holders whose Registrable Securities are being sold pursuant to such Registration Statement, and any attorney or accountant retained by such Holder, all financial and other records and any pertinent corporate documents and properties of the Company reasonably requested by such Holder, attorney or accountant in connection with such Registration Statement; *provided, however*, that any records, information or documents that are designated by the Company in writing as confidential shall be kept confidential by such persons or entities unless disclosure of such records, information or documents is required by court or administrative order.

B. Each Holder agrees that, upon receipt of any notice from the Company of the happening of an event of the kind described in Section 4(a)(ii)(B) through Section 4(a)(ii)(E), such Holder will immediately discontinue disposition of Registrable Securities pursuant to a Shelf Registration Statement until such stop order is vacated or such Holder receives a copy of the supplemented or amended Prospectus. If so directed by the Company, each Holder will deliver to the Company (at the reasonable expense of the Company) all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities at the time of receipt of such notice.

#### 5. Further Information Furnished by Holders

It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 2 through 4 that the Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to effect the registration of the sale of their Registrable Securities.

#### 6. Indemnification

A. i. In the event any Registrable Securities are included in a Registration Statement under Section 2, the Company will indemnify and hold harmless each Holder, each of the officers, directors, partners and agents of each Holder, any underwriter (as defined in the Securities Act) or broker for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or Exchange Act, against any losses, claims, actions, damages or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Registration Violation**"): any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or any violation or alleged violation by the Company or any officer, director, employee, advisor or Affiliate thereof of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law, and the Company will reimburse each such Holder, officer, director, partner or agent,

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underwriter, broker or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action; *provided, however*, that the indemnity agreement contained in this Section 6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, conditioned, delayed or denied), nor shall the Company be liable in any such case for any such loss, claim, damage, liability, or action to the extent that it arises out of or is based upon a Registration Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder or underwriter.

B. To the extent permitted by law, each Holder will, if Registrable Securities held by such Person are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Company, each of its directors and officers, each legal counsel and independent accountant of the Company, each Person, if any, who controls the Company within the meaning of the Securities Act, each underwriter (within the meaning of the Securities Act) of the Company's securities covered by such a registration statement, any Person who controls such underwriter, and any other Holder selling securities in such registration statement and each of its directors, officers, partners or agents or any Person who controls such Holder, against any losses, claims, damages, or liabilities (joint or several) to which the Company or any such underwriter, other Holder, director, officer, partner or agent or controlling Person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Registration Violation, in each case to the extent (and only to the extent) that such Registration Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration, and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such underwriter, other Holder, officer, director, partner or agent or controlling Person in connection with investigating or defending any such loss, claim, damage, liability, or action; *provided, however*, that the indemnity agreement contained in this Section 6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld, conditioned, delayed or denied); and *provided, further* that in no event shall any indemnity under this Section 6(b) exceed the net proceeds from the offering received by such Holder.

C. Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 6, notify the indemnifying party in writing of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if the indemnified party shall have been advised by counsel that representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified

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party and any other party represented by such counsel in such proceeding. The failure of any indemnified party to notify an indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of liability to the indemnified party under this Section 6 only to the extent that such failure to give notice shall materially prejudice the indemnifying party in the defense of any such claim or any such litigation, but the omission so to notify the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 6.

D. If the indemnification provided for in this Section 6 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Registration Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided, however*, that in no event shall any contribution by a Holder hereunder exceed the net proceeds from the offering received by such Holder.

E. The obligations of the Company and the Holder under this Section 6 shall survive completion of any offering of Registrable Securities pursuant to a registration statement.

#### 7. Rule 144 Reporting

With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act ("**Rule 144**") and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration, the Company agrees to use reasonable best efforts to:

- A. make and keep public information available (as those terms are understood and defined in Rule 144) at all times after the date hereof;
  - B. file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and
  - C. furnish to any Holder, forthwith upon request, (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), (ii) a copy of the most recent annual or periodic report of the Company and such other reports and documents so filed by the Company (*provided, however*, that any such report or document described in this subsection (ii), made available by the Company through EDGAR shall be deemed so furnished), and (iii) such other information as may be reasonably requested in
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availing any Holder of any rule or regulation of the SEC which permits the selling of any such securities without registration or pursuant to such form.

#### 8. Assignment of Rights

For so long as this Agreement is in effect, the rights to cause the Company to register Registrable Securities pursuant to Section 2 may only be assigned by a Holder to (i) an Affiliate of such Holder or (ii) any assignee that, together with its Affiliates, will hold 3% or more of the issued and outstanding Common Shares after giving effect to such assignment; *provided*, that in the case of clauses (i) and (ii) hereof, such assignee agrees in writing to be subject to the terms and conditions of this Agreement. Subject to the foregoing, any assignment pursuant to this Section 8 shall be conditioned upon prior written notice to the Company identifying the name and address of the assignee and any other material information as to the identity of such assignee as may be reasonably requested and upon the agreement of such assignee to be bound by the terms of this Agreement. Notwithstanding anything to the contrary contained in this Section 8, any Holder may elect to transfer all or a portion of its Registrable Securities to any third party without assigning its rights hereunder with respect thereto; *provided, however*, that in any such event all rights under this Agreement with respect to the Registrable Securities so transferred shall cease and terminate. References to a Holder in this Agreement shall be deemed to include any such transferee or assignee permitted by this Section 8.

#### 9. Amendment of Registration Rights

Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Holders of 66-2/3% or more of the then outstanding Registrable Securities, provided that, if any amendment, modification or waiver disproportionately and adversely impacts a Holder (or group of Holders), the consent of such disproportionately impacted Holder (or group of Holders) shall be required. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Holder or some Holders and that does not directly or indirectly affect the rights of other Holders may be given only by such Holder or Holders of all of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 9. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement. Any amendment or waiver effected in accordance with this Section 9 shall be binding upon each Holder and the Company.

#### 10. Expiration, Termination and Delay of Registration

A. A Holder's registration rights will expire at such time that such Holder no longer owns any Registrable Securities.

B. The Company shall have no further obligations pursuant to this Agreement at such time as no Registrable Securities are outstanding after their original issuance; *provided, however*, that the Company's obligations under Sections 6 and 12 (and any related definitions) shall remain in full force and effect following such time.

C. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

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11. Limitations on Subsequent Registration Rights

From and after the date hereof, the Company may not, without the prior written consent of the Holders, enter into any agreement with any holder or prospective holder of any securities of the Company which provides such holder or prospective holder of securities of the Company information or registration rights that are inconsistent in any material respect with, superior to or in any way violates or subordinates the rights granted to the Holders hereby.

12. Miscellaneous

A. **Notices.** All notices and other communications provided for or permitted hereunder shall be in writing and shall be deemed to have been duly given and received when delivered by overnight courier or hand delivery, when sent by telecopy, or five days after mailing if sent by registered or certified mail (return receipt requested) postage prepaid, to the parties at the following addresses (or at such other address for any party as shall be specified by like notices, *provided, however*, that notices of a change of address shall be effective only upon receipt thereof).

If to the Company, at:

GasLog Ltd.  
The Company Secretary  
c/o GasLog Services UK Ltd  
99 Kings Road  
London  
SW3 4NX  
London, UK

If to any Holder of Registrable Securities, to such Person's address as set forth under its name on the signature pages hereof.

B. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

D. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

E. **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto

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shall use their reasonable best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

F. **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement, and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein, with respect to the registration rights granted by the Company with respect to Registrable Securities. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to such subject matter.

G. **Securities Held by the Company or its Subsidiaries.** Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Company or its subsidiaries shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

H. **Termination.** This Agreement shall terminate when no Registrable Securities remain outstanding; *provided, however*, that Sections 3 and 6 shall survive any termination hereof.

I. **Specific Performance.** The parties hereto recognize and agree that money damages may be insufficient to compensate the Holders of any Registrable Securities for breaches by the Company of the terms hereof and, consequently, that the equitable remedy of specific performance of the terms hereof will be available in the event of any such breach.

[Signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed as of the date 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

BRUCE L BLYTHE,

by /s. Bruce L Blythe  
Name: Bruce L Blythe

MARK DENNING,

by /s/ Mark Denning  
Name: Mark Denning

FABBIAN INVESTMENTS LIMITED

by /s/ Tung Chee Chen  
Name: Tung Chee Chen

JEAN HARAMIS

by /s/ Jean Haramis  
Name: Jean Haramis

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OLYMPIC LNG INVESTMENTS LTD

by /s/ Marianna Moschou  
Name: Vice-President

by /s/ Michail Gialouris  
Name: Treasurer/Director

SHIP FINANCE MARITIME CORPORATION

by /s/ Paolo Mondini  
Name: President

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