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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

GasLog Partners LP

(Name of Issuer)

Common Units Representing Limited Partner Interests

(Title of Class of Securities)

Y2687W108

(CUSIP Number)

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

**Copy to:
Alexandros Laios, General Counsel
c/o GasLog LNG Services Ltd.
69 Akti Miaouli
18537 Piraeus
Greece
+30 210 459 1000**

(Name, Address and Telephone Number of Person

Authorized to Receive Notices and Communications)

January 24, 2023

(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.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* 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).

1	NAMES OF REPORTING PERSONS GasLog Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/> Not Applicable	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 15,621,602(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 15,621,602
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 15,621,602	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/> Not Applicable	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.2%(2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) As of the date hereof, GasLog Ltd., a Bermuda exempted company ("GasLog" or the "Reporting Person"), beneficially owns 15,621,602 common units representing limited partner interests ("Common Units") in GasLog Partners LP (the "Issuer"). In addition, GasLog beneficially owns through its wholly owned subsidiary, GasLog Partners GP LLC, 100% of the general partner interests and 100% of the 1,245,000 Class B Units representing limited partner interests in the Issuer.
- (2) The percent ownership is calculated based on an aggregate number of 51,687,865 Common Units issued and outstanding as of January 24, 2023, as reported by the Issuer to the Reporting Person.

The purpose of this Amendment No. 3 to the Schedule 13D filed by GasLog with the Securities and Exchange Commission (the “SEC”) on April 27, 2018, as amended by the Amendment No. 1 to Schedule 13D filed by GasLog with the SEC on November 27, 2018 and the Amendment No. 2 to Schedule 13D filed by GasLog with the SEC on June 26, 2019 (as amended, the “Amended Schedule 13D”), is to amend certain portions of the Amended Schedule 13D as described herein. Except as set forth below, all Items in the Amended Schedule 13D remain unchanged.

Item 1. Security and Issuer

The last sentence of Item 1 of the Amended Schedule 13D is hereby amended and restated in its entirety to read as follows:

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

Item 2. Identity and Background

Section (b) of Item 2 of the Amended Schedule 13D is hereby amended and restated in its entirety to read as follows:

(b) The principal business address of the Reporting Person is located at 69 Akti Miaouli, 18537 Piraeus, Greece.

Item 4. Purpose of Transaction

Item 4 of the Amended Schedule 13D is hereby amended by adding the following paragraphs above the last paragraph in Item 4:

On January 24, 2023, GasLog delivered an unsolicited non-binding proposal (the “Offer Letter”) to the Issuer’s board of directors to acquire all of the outstanding Common Units not already beneficially owned by GasLog. In connection with the proposed transaction, each Common Unit would receive overall value of \$7.70 per Common Unit in cash, consisting in part of a special distribution by the Issuer of \$2.33 per Common Unit in cash to be distributed to the Issuer’s unitholders immediately prior to the closing of the proposed transaction and the remainder to be paid by GasLog as merger consideration at the closing of the proposed transaction. The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer Letter, which is filed as Exhibit 1 hereto and incorporated by reference in its entirety into this Item 4.

There can be no assurance that any discussions that may occur between the Reporting Person and the Issuer with respect to the proposal contained in the Offer Letter will result in the entry into a definitive agreement concerning a transaction or, if such a definitive agreement is reached, will result in the consummation of a transaction provided for in such definitive agreement.

Discussions concerning a transaction may be terminated at any time and without prior notice. Except as may be required by law, the Reporting Person does not intend to disclose developments with respect to the foregoing unless and until the Issuer and the Reporting Person have entered into a definitive agreement to effect such transaction.

Item 7. Materials To Be Filed as Exhibits

Exhibit 1 — Letter, dated as of January 24, 2023, from GasLog to the Board of Directors of the Issuer.

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: January 25, 2023

By: /s/ Paolo Enoizi

Name: Paolo Enoizi

Title: Chief Executive Officer



January 24, 2023

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

Attn: Board of Directors of GasLog Partners LP

Re: Proposed acquisition of all outstanding publicly held Common Units of GasLog Partners LP

Ladies and Gentlemen:

On behalf of GasLog Ltd. ("GLOG"), I am pleased to submit to you this non-binding proposal (this "Proposal") regarding a possible transaction pursuant to which GLOG would acquire all of the outstanding common units ("Common Units") representing limited partner interests of GasLog Partners LP ("GLOP") not already beneficially owned by GLOG (the "Transaction"), subject to the negotiation of satisfactory definitive agreements and the other matters described below.

In connection with the Transaction, each Common Unit will receive overall value of \$7.70 per Common Unit in cash (the "Consideration"), consisting in part of a special distribution by GLOP of \$2.33 in cash to GLOP unitholders to be distributed immediately prior to the closing of the Transaction (the "Distribution") and the remainder to be paid by GLOG as merger consideration at the closing of the Transaction.

As you are aware, GLOG currently owns (a) 15,621,602 Common Units, representing approximately 30.2% of the total outstanding Common Units and (b) 100% of the outstanding Class B units ("Class B Units") representing limited partner interests of GLOP. In addition, GLOG owns all of the general partner interests in GLOP through its wholly-owned subsidiary GasLog Partners GP LLC, the general partner of GLOP.

* * *

1. Proposal.

The proposed consideration of \$7.70 per Common Unit represents:

- a 10.3% premium to the closing price of the Common Units on January 23, 2023; and
 - a 16.3% premium to the volume-weighted average price of the Common Units over the last 30 days through January 23, 2023.
-

2. Structure.

The Transaction would be structured as a merger between GLOP and a subsidiary of GLOG, with GLOP surviving the merger as a wholly-owned subsidiary of GLOG.

The portion of the Consideration consisting of the Distribution will be allocated as contemplated by Section 6.3 of the Seventh Amended and Restated Agreement of Limited Partnership of GLOP (the "Partnership Agreement"). Outstanding Common Units not owned by GLOG will be converted into the right to receive the remainder of the Consideration (as adjusted by the Distribution). The Class B Units will automatically be canceled for no consideration immediately prior to the closing of the Transaction.

3. Key Assumptions.

The principal terms set forth above are based on the following key assumptions:

- (a) GLOG and GLOP would enter into a definitive merger agreement or other similar agreement (the "Definitive Agreement") that would set out all of the terms and conditions relevant to the Transaction.
- (b) GLOG intends to arrange for fully committed financing at the time of signing the Definitive Agreement with no financing contingency.
- (c) The Transaction would be subject to (i) customary closing conditions, including the approval by holders of a majority of the outstanding Common Units entitled to vote thereon, and (ii) the declaration and payment of the Distribution.
- (d) Prior to signing the Definitive Agreement, the Transaction would be approved by (i) the Board of Directors of GLOP (the "GLOP Board") and the Conflicts Committee of the GLOP Board (the "Conflicts Committee") and (ii) the Board of Directors of GLOG (the "GLOG Board").

4. Process.

We expect that the GLOP Board will delegate to the Conflicts Committee the authority to evaluate and respond to this Proposal and potentially seek Special Approval (as defined in the Partnership Agreement as approval by a majority of the members of the Conflicts Committee) of the Transaction pursuant to Section 7.17 of the Partnership Agreement.

Further, we anticipate that the Conflicts Committee will engage independent legal and financial advisors selected by the Conflicts Committee to advise it in connection with its evaluation of this Proposal, negotiation of the Definitive Agreement and other matters related to the Transaction. We would welcome the opportunity to present this Proposal in more detail to the Conflicts Committee and its advisors as soon as possible.

In connection with the foregoing, we want to advise you that we are interested solely in acquiring Common Units and are not interested in selling any of our equity interests in GLOP or pursuing other strategic alternatives involving GLOP.

5. Advisors.

We have engaged DNB Markets Inc. as our financial advisor and Cravath, Swaine & Moore LLP as our legal advisor, and we are prepared to dedicate such resources as may be necessary to complete negotiations, execute definitive agreements and close the Transaction as promptly as practicable.

6. Internal Approvals.

The delivery of this Proposal has been approved by the GLOG Board. Notwithstanding this approval, the entry into the Definitive Agreement is conditioned upon the negotiation thereof and the approval of the same by the GLOG Board.

7. Disclosures.

GLOG intends to file an amendment to our Schedule 13D, originally filed with the Securities and Exchange Commission on April 27, 2018, to disclose this Proposal, as required under applicable securities laws and regulations. However, we expect that our discussions with respect to the Transaction will proceed in a confidential manner, unless otherwise required by applicable laws or regulations, until we have executed the Definitive Agreement or terminated our discussions regarding the Transaction.

8. Legal Effect.

This Proposal is not intended to, and does not, constitute or create any legally binding obligations or liabilities on the part of GLOG or any of its affiliates. A binding obligation of GLOG (or any of its affiliates) to effect the Transaction shall be created only upon the execution and delivery by GLOG and GLOP of a Definitive Agreement. GLOG reserves its right to withdraw this Proposal at any time, for any reason, at its sole discretion.

* * *

GLOG is well positioned to negotiate and complete the Transaction in an expeditious manner. After receipt of this Proposal and, if this Proposal is acceptable to the GLOP Board and the Conflicts Committee, GLOG is prepared to begin negotiating the Definitive Agreement and any related agreements with GLOP in respect of the Transaction as soon as possible.

We look forward to receiving your response to this Proposal and stand prepared to discuss our analysis of the potential Transaction at GLOP's convenience.

Sincerely,

GASLOG LTD.

by: /s/ Anthony S. Papadimitriou

Name: Anthony S. Papadimitriou

Title: Director

[Signature Page to Offer Letter]