

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

GasLog Partners LP

(Name of Issuer)

Common Units Representing Limited Partner Interests  
(Title of Class of Securities)

Y2687W108

(CUSIP Number)

GasLog Ltd.  
7 Rue du Gabian  
MC 98000 Monaco

Copy to:

Nicola Lloyd, General Counsel  
c/o GasLog Monaco S.A.M.  
Gildo Pastor Center  
7 Rue du Gabian  
MC 98000, Monaco  
+377 97 97 51 15

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

April 26, 2018

(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).

CUSIP No.

13D

<b>1</b>	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  <b>GasLog Ltd.</b>
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
<b>3</b>	SEC USE ONLY
<b>4</b>	SOURCE OF FUNDS (See Instructions) <b>OO</b>
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <b>Not Applicable</b>
<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>11,843,691</b> <sup>1</sup>
	<b>8</b>	SHARED VOTING POWER
	<b>9</b>	SOLE DISPOSITIVE POWER <b>11,843,691</b>
	<b>10</b>	SHARED DISPOSITIVE POWER
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>11,843,691</b>	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <b>Not Applicable</b>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>27.6%</b> <sup>2</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions) <b>CO</b>	

<sup>1</sup> GasLog Ltd. (“GasLog”) beneficially owns 11,843,691 units representing limited partner interests (“Common Units”) in the Issuer (including 1,858,975 Common Units that were issued on April 26, 2018 pursuant to the Share Purchase Agreement defined herein). In addition, GasLog beneficially owns 100% of the incentive distribution rights (the “IDRs”) of the Issuer and, through its wholly owned subsidiary, GasLog Partners GP LLC, 100% of the general partner units (the “GP Units”).

<sup>2</sup> The percent ownership is calculated based on an aggregate number of 42,895,094 Common Units issued and outstanding as of April 26, 2018, as reported by the Issuer to the Reporting Person.

### Item 1. Security and Issuer

The class of equity securities to which this statement relates is the common units representing limited partnership interests (the “Common Units”) of GasLog Partners LP, a Marshall Islands limited partnership (the “Issuer” or the “Partnership”). The principal executive offices of the Issuer are located at Gildo Pastor Center, 7 Rue du Gabian, MC 98000, Monaco.

### Item 2. Identity and Background

(a) This Schedule 13D is being filed by GasLog Ltd., a Bermuda exempted company (“GasLog” or the “Reporting Person”).

(b) The principal business address of the Reporting Person is Gildo Pastor Center, 7 Rue du Gabian, MC 98000, Monaco.

(c) The Reporting Person is principally engaged in the ownership, operation and management of vessels in the liquefied natural gas (“LNG”) market, providing maritime services for the transportation of LNG on a worldwide basis and LNG vessel management services. GasLog owns 100% of the ownership interests in GasLog Partners GP LLC, a Marshall Islands limited liability company and the general partner of the Issuer (the “General Partner”). The name, business address, present principal occupation and citizenship of each director and executive officer of GasLog (the “Covered Individuals”) are set forth on Schedule A to this Schedule 13D, which is incorporated herein by reference.

(d) In the past five years, neither the Reporting Person nor, to the knowledge of the Reporting Person, any Covered Individual has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) In the past five years, neither the Reporting Person nor, to the knowledge of the Reporting Person, any Covered Individual has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction that has resulted in 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 violations with respect to such laws.

(f) Not applicable.

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

On April 16, 2018, the Issuer entered into an agreement for the Issuer to purchase from GasLog 100% of the shares of GAS-fourteen Ltd., the entity that owns the *GasLog Gibraltar*, for a purchase price of \$207 million (the “Share Purchase Agreement”). The Issuer financed the acquisition with a combination of \$18.4 million in cash (not including an adjustment of \$0.6 million paid by the Issuer in cash in order to maintain the agreed working capital position in the acquired entity of \$1.0 million), the assumption of \$143.6 million of existing debt of *GasLog Gibraltar* and the issuance of 1,858,975 new privately placed Common Units to GasLog.

The foregoing description of the Share Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Share Purchase Agreement, which is filed as Exhibit 1 to this Schedule 13D.

### Item 4. Purpose of Transaction

The purpose of the acquisition by GasLog of the Common Units issued pursuant to the transactions described in Item 3 of this Schedule 13D relates to an option held by the Issuer which permitted it to purchase the *GasLog Gibraltar* from GasLog within 36 months after GasLog notified the board of directors of the Issuer of its acceptance by its charterer. GasLog has received the privately placed Common Units as partial consideration for the acquisition of the *GasLog Gibraltar* by the Issuer from GasLog.

Under an omnibus agreement between the Issuer and the Reporting Person entered into in connection with the Issuer's initial public offering (the "IPO"), the Issuer has the option to acquire additional vessels from GasLog. The Issuer may finance future acquisitions of vessels using securities of the Issuer as consideration. Therefore, any such transactions could result in GasLog acquiring additional securities of the Issuer.

Under the Agreement of Limited Partnership of the Partnership, dated May 12, 2014, as amended and restated from time to time (the "Partnership Agreement"), the General Partner, of which the Reporting Person is the sole member, has the right to appoint the majority of the Issuer's directors. Therefore, the Reporting Person has the ability to influence the management, policies and control of the Issuer.

Depending on the factors discussed herein, the Reporting Person may, from time to time, acquire, retain or sell all or a portion of the Common Units in the open market or in privately negotiated transactions. Any actions the Reporting Person might undertake will be dependent upon the Reporting Person's review of numerous factors, such as the price of the Common Units; general market and economic conditions; the ongoing evaluation of the Issuer's business, financial condition, operations and prospects; the relative attractiveness of alternative business and investment opportunities; and other future developments.

GasLog and the Partnership are evaluating potential modifications to the capital structure of the Partnership with respect to the incentive distribution rights (the "IDRs") of the Partnership. The evaluation process is ongoing and no decision to pursue a particular alternative, or whether to pursue a transaction at all, has been reached. Any future transaction would be on terms acceptable to both parties and subject to approval by the boards of directors of GasLog and the Partnership.

Except as set forth above, the Reporting Person has no present plans or proposals which relate to or would result in any of the transactions described in subparagraphs (a) through (j) of the instructions to Item 4 of Schedule 13D.

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

(a) – (d) As of the date hereof, the Reporting Person may be deemed to be the beneficial owner of 11,843,691 Common Units, constituting 27.6% of the Partnership's Common Units based on 42,895,094 Common Units issued and outstanding as of April 26, 2018, as reported by the Issuer to the Reporting Person, and giving effect to the Common Units issued to the Reporting Person pursuant to the Share Purchase Agreement. The Reporting Person has the sole power to vote or direct the vote of 11,843,691 Common Units, and the sole power to dispose or direct the disposition of 11,843,691 Common Units.

Prior to the Issuer's IPO on May 12, 2014, the Reporting Person owned 100% of the partnership interests in the Issuer. In connection with the IPO, the Issuer engaged in a series of recapitalization transactions and sold Common Units to the public in the IPO. Following the completion of the recapitalization transactions and the IPO, the Reporting Person owned 162,353 Common Units, or 0.64% of the Common Units outstanding upon completion of the IPO, and all 9,822,353 subordinated units of the Issuer, having effectively sold substantially all of its Common Units in the IPO.

On May 16, 2017, the subordination period expired, and consequently all 9,822,358 subordinated units held by GasLog converted into Common Units on a one-for-one basis. This conversion occurred automatically for no additional consideration pursuant to and in accordance with the Partnership Agreement. Upon the conversion of the subordinated units, the Reporting Person owned 25.57% of the Common Units in the Issuer.

On April 26, 2018, the transactions described in Item 3 of this Schedule 13D resulted in the new issuance by the Issuer to the Reporting Person of 1,858,975 privately placed Common Units. Upon the closing of such transactions, the Reporting Person owned 27.6% of the Common Units in the Issuer.

(e) Not applicable.

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

Item 3 of this Schedule 13D summarizes certain provisions of the Share Purchase Agreement and is incorporated herein by reference.

The Partnership Agreement governs, among other things, the rights and obligations of the parties thereto with respect to distributions of cash, allocation of profits and losses and voting rights. Subject to the terms and conditions of the Partnership Agreement, the General Partner and its affiliates have the right to cause the Issuer to register for resale under the Securities Act of 1933, as amended, and applicable state securities laws any Common Units that they hold. In addition, the Partnership Agreement provides the General Partner with the ability to elect a majority of the directors that serve on the Issuer's board of directors.

The foregoing description of the Partnership Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Partnership Agreement, which is filed as Exhibit 2 to this Schedule 13D.

#### **Item 7. Materials To Be Filed as Exhibits:**

Exhibit 1 – Share Purchase Agreement, dated April 16, 2018 among GasLog Carriers Ltd., GasLog Ltd. and GasLog Partners LP.

Exhibit 2 – Third Amended and Restated Agreement of Limited Partnership of GasLog Partners LP, dated January 17, 2018 (incorporated by reference to Exhibit 3.2 to the Form 6-K of GasLog Partners LP filed with the Commission on January 17, 2018).

**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: April 27, 2018

By: /s/ Paul A. Wogan  
 Name: Paul A. Wogan  
 Title: Chief Executive Officer

**SCHEDULE A**

Information regarding each director and executive officer of the Reporting Person is set forth below. The business address for each such director and executive officer is c/o GasLog Monaco S.A.M., Gildo Pastor Center, 7 Rue du Gabian MC 98000, Monaco.

**Directors and Executive Officers of the Reporting Person:**

<b>Name, Title</b>	<b>Principal Occupation</b>	<b>Citizenship</b>
<b>Peter G. Livanos</b> <i>Chairman and Director</i>	Shipping Consultant	Greek
<b>Paul A. Wogan</b> <i>Chief Executive Officer and Director</i>	Chief Executive Officer of GasLog Ltd. and Director	UK
<b>Bruce L. Blythe</b> <i>Director</i>	Director	American
<b>David P. Conner</b> <i>Director</i>	Director	American
<b>William M. Friedrich</b> <i>Director</i>	Director	American
<b>Dennis M. Houston</b> <i>Vice Chairman and Director</i>	Director	American
<b>Donald J. Kintzer</b> <i>Director</i>	Consultant	American
<b>Julian R. Metherell</b> <i>Director</i>	Director	UK
<b>Anthony S. Papadimitriou</b> <i>Director</i>	Director	Greek
<b>Graham Westgarth</b> <i>Director</i>	Director	UK
<b>Alastair Maxwell</b> <i>Chief Financial Officer</i>	Chief Financial Officer of GasLog Ltd.	UK
<b>Richard Sadler</b> <i>Chief Operating Officer</i>	Chief Operating Officer of GasLog Ltd.	UK

---

---

SHARE PURCHASE AGREEMENT

Dated April 16, 2018

among

GASLOG CARRIERS LTD.,

GASLOG LTD.

and

GASLOG PARTNERS LP

---

---

TABLE OF CONTENTS

		<u>Page</u>
	ARTICLE I	
	Interpretation	
SECTION 1.01.	Definitions	1
	ARTICLE II	
	Purchase and Sale of Shares; Closing	
SECTION 2.01.	Purchase and Sale of Shares	7
SECTION 2.02.	Closing	7
SECTION 2.03.	Place of Closing	8
SECTION 2.04.	Purchase Price for Shares	8
SECTION 2.05.	Working Capital Adjustment	9
SECTION 2.06.	Payment of the Purchase Price	10
	ARTICLE III	
	Representations and Warranties of the Buyer	

SECTION 3.01.	Organization and Limited Partnership Authority	10
SECTION 3.02.	Valid Issuance of Buyer Common Units	10
SECTION 3.03.	Agreement Not in Breach of Other Instruments	11
SECTION 3.04.	No Legal Bar	11
SECTION 3.05.	Buyer SEC Documents	11
SECTION 3.06.	Financial Statements	11
SECTION 3.07.	No Registration Required	12
SECTION 3.08.	Listing and Maintenance Requirements	12
SECTION 3.09.	Independent Investigation	12

#### ARTICLE IV

##### Representations and Warranties Regarding the Sponsor

SECTION 4.01.	Organization and Corporate Authority	12
SECTION 4.02.	Agreement Not in Breach	13
SECTION 4.03.	Unregistered Securities	13
SECTION 4.04.	No Legal Bar	14

i

#### ARTICLE V

##### Representations and Warranties Regarding the Seller and the GAS-fourteen Vessel Owner

SECTION 5.01.	Organization Good Standing and Authority	14
SECTION 5.02.	Capitalization; Good and Marketable Title to GAS-fourteen Shares	14
SECTION 5.03.	GAS-fourteen Organizational Documents	14
SECTION 5.04.	Agreement Not in Breach	15
SECTION 5.05.	The GAS-fourteen Shares	15
SECTION 5.06.	No Legal Bar	15
SECTION 5.07.	Litigation	15
SECTION 5.08.	Indebtedness to and from Officers, etc	16
SECTION 5.09.	Personnel	16
SECTION 5.10.	GAS-fourteen Contracts and Agreements	16
SECTION 5.11.	Compliance with Law	16
SECTION 5.12.	No Undisclosed Liabilities	17
SECTION 5.13.	Payment of Taxes	17
SECTION 5.14.	Permits	17
SECTION 5.15.	No Material Adverse Change in Business	18
SECTION 5.16.	Tax Classification	18

#### ARTICLE VI

##### Representations and Warranties Regarding the GAS-fourteen Vessel

SECTION 6.01.	Title to GAS-fourteen Vessel	18
SECTION 6.02.	No Encumbrances	18
SECTION 6.03.	Condition	18

#### ARTICLE VII

##### Covenants

SECTION 7.01.	Financial Statements	19
SECTION 7.02.	Expenses	19
SECTION 7.03.	Commercially Reasonable Efforts; Financing	19
SECTION 7.04.	Tests and Surveys	20
SECTION 7.05.	Further Assurances	20
SECTION 7.06.	Covenants of Sponsor and Seller Prior to Closing	20
SECTION 7.07.	Credit Facilities	21

#### ARTICLE VIII

##### Conditions to Closing

SECTION 8.01.	Conditions to the Obligations of Sponsor, Seller and Buyer	21
SECTION 8.02.	Conditions to the Obligation of Buyer	22
SECTION 8.03.	Conditions to the Obligation of Sponsor and Seller	22

ARTICLE IX

Amendments and Waivers

SECTION 9.01.	Amendments and Waivers	22
---------------	------------------------	----

ARTICLE X

Indemnification

SECTION 10.01.	Indemnity by the Seller	23
SECTION 10.02.	Limitation Regarding Indemnification	24
SECTION 10.03.	Indemnity by the Buyer	24
SECTION 10.04.	Exclusive Post-Closing Remedy	25

ARTICLE XI

Termination

SECTION 11.01.	Termination	25
SECTION 11.02.	Effect of Termination	26

ARTICLE XII

Miscellaneous

SECTION 12.01.	Governing Law	26
SECTION 12.02.	Counterparts	26
SECTION 12.03.	Complete Agreement	26
SECTION 12.04.	Interpretation	26
SECTION 12.05.	Severability	26
SECTION 12.06.	Third Party Rights	27
SECTION 12.07.	Notices	27
SECTION 12.08.	Representations and Warranties to Survive	28
SECTION 12.09.	Remedies	28
SECTION 12.10.	Non-recourse to General Partner	28

SHARE PURCHASE AGREEMENT (the “Agreement”), dated as of April 16, 2018, is made by and among GASLOG LTD. (the “Sponsor”), a Bermuda exempted company, GASLOG CARRIERS LTD. (the “Seller”), a Bermuda exempted company and a wholly owned subsidiary of the Sponsor (and together with the Sponsor, and their affiliates other than the Buyer Entities, the “Seller Entities”) and GASLOG PARTNERS LP (the “Buyer”), a limited partnership organized under the laws of the Republic of the Marshall Islands.

WHEREAS the Seller is the registered owner and sole shareholder of record of all the authorised and issued share capital of GAS-fourteen Ltd., a Bermuda exempted company, with its registered office at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda (the “GAS-fourteen Vessel Owner” or “Vessel Owner”) and such GAS-fourteen Vessel Owner is the registered owner of the Bermuda flagged LNG carrier the *GasLog Gibraltar* (the “GAS-fourteen Vessel” or the “Vessel”).

WHEREAS the Buyer wishes to purchase from the Seller, and the Seller wishes to sell to the Buyer, all of the authorised and issued share capital of the GAS-fourteen Vessel Owner (the “GAS-fourteen Shares” or the “Shares”) which are registered in the sole name of the Seller).

WHEREAS the GAS-fourteen Vessel is employed under a LNG time charter party dated August 15, 2013 entered into by Methane Services Limited, a company incorporated under the laws of England and Wales and whose registered office is at

Shell Centre, London, United Kingdom, SE1 7NA, as charterer (the “Charterer”) commenced on October 31, 2016 (as amended or supplemented, the “GAS-fourteen Charter” or the “Charter”).

WHEREAS the GAS-fourteen Vessel Owner and the Sponsor have entered into a commercial management agreement dated September 7, 2016 for the commercial management of the GAS-fourteen Vessel (the “GAS-fourteen Commercial Management Agreement”); the GAS-fourteen Vessel Owner and GasLog LNG Services Ltd. (the “Manager”) have entered into a ship management agreement dated September 7, 2016 for the technical management of the GAS-fourteen Vessel (“GAS-fourteen Technical Management Agreement,” and together with the GAS-fourteen Commercial Management Agreement, the “GAS-fourteen Management Agreements” or the “Management Agreements”).

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE I

### Interpretation

SECTION 1.01. Definitions. In this Agreement, unless the context requires otherwise or unless otherwise specifically provided herein, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

2

---

“10 Day Closing VWAP” means the arithmetic average of the VWAP per Buyer Common Unit for the 10 Trading Days on the NYSE preceding the date which is two Trading Days before Closing of this Acquisition in accordance with Section 2.02.

“10 Day Closing VWAP Condition” has the meaning given to it in Section 2.04(d).

“Acquisition” has the meaning given to it in Section 2.01.

“Actual Adjustment” means (x) the Purchase Price as adjusted by adding the Net Working Capital Adjustment as finally determined pursuant to 2.05(b), minus (y) the Estimated Closing Payment.

“Agreement” means this Agreement, including its preamble and schedules.

“Applicable Law” in respect of any Person, property, transaction or event, means all laws, statutes, ordinances, regulations, municipal by-laws, treaties, judgments and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders, codes of practice and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event and all general principles of common law and equity.

“Board of Directors” means the board of directors of the Buyer.

“Buyer” has the meaning given to it in the preamble.

“Buyer Common Units” means the Buyer’s common units representing limited partner interests in the Buyer.

“Buyer Consideration Units” means the number of Buyer Common Units equal to \$45,000,000 divided by the 10 Day Closing VWAP, rounded to the nearest whole unit (as determined in accordance with Section 2.04(c)).

“Buyer Entities” means the Buyer and its subsidiaries.

“Buyer Indemnitees” has the meaning given to it in Section 10.01.

“Buyer SEC Documents” means the Buyer’s forms, registration statements, reports, schedules and statements filed by it under the Exchange Act or the Securities Act, as applicable.

“Charter” has the meaning given to it in the preamble.

“Charterer” has the meaning given to it in the preamble.

“Closing” has the meaning given to it in Section 2.02.

“Closing Date” has the meaning given to it in Section 2.02.

“Commission” means the Securities and Exchange Commission.

“Commitment” means (a) options, warrants, convertible securities, exchangeable securities, subscription rights, conversion rights, exchange rights or other contracts that could require a Person to issue any of its equity interests or to sell any equity interests it owns in another Person (other than this Agreement and the related transaction documents); (b) any other securities convertible into, exchangeable or exercisable for, or representing the right to subscribe for any equity interest of a Person or owned by a Person; and (c) stock appreciation rights, phantom stock, profit participation, or other similar rights with respect to a Person.

“Covered Environmental Losses” means all Losses suffered or incurred by the Buyer Entities by reason of, arising out of or resulting from:

(a) any violation or correction of violation of Environmental Laws; or

(b) any event or condition relating to environmental or human health and safety matters, in each case, associated with the ownership or operation by the Buyer Entities or the Seller Entities of the Vessel Owner and its assets (including, without limitation, the presence of Hazardous Substances on, under, about or migrating to or from the Vessel Owner or the disposal or release of, or exposure to, Hazardous Substances generated by or otherwise related to operation of the Vessel Owner and its assets), including, without limitation, the reasonable and documented cost and expense of (i) any investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation or other corrective action required or necessary under Environmental Laws, (ii) the preparation and implementation of any closure, remedial, corrective action or other plans required or necessary under Environmental Laws and (iii) any environmental or toxic tort (including, without limitation, personal injury or property damage claims) pre-trial, trial or appellate legal or litigation support work;

but only to the extent that such violation complained of under clause (a), or such events or conditions included in clause (b), is proven to have occurred before the Closing Date; and, provided, that in no event shall Losses to the extent arising from a change in any Environmental Law after the Closing Date be deemed Covered Environmental Losses.

“Credit Facility” means the \$1,311,356,340 loan facilities agreement dated October 16, 2015 between (i) the GAS-eleven Ltd., GAS-twelve Ltd., GAS-thirteen Ltd., GAS-fourteen Vessel Owner, GAS-twenty two Ltd., GAS-twenty three Ltd., GAS-twenty four Ltd., GAS-twenty five Ltd., as joint and several borrowers, (ii) the parties named as arrangers in that agreement (the **Arrangers**), (iii) Nordea Bank AB, London Branch as agent (in such capacity, the **Agent**), security agent and trustee (in such capacity, the **Security Agent**) for (inter alios) the banks and financial institutions named as lenders in

that agreement and their assignees and transferees (the **Lenders**), as amended and supplemented from time to time.

“Encumbrance” means any mortgage, lien, charge, assignment, adverse claim, hypothecation, restriction, option, covenant, condition or encumbrance, whether fixed or floating, on, or any security interest in, any property whether real, personal or mixed, tangible or intangible, any pledge or hypothecation of any property, any deposit arrangement, priority, conditional sale agreement, other title retention agreement or equipment trust, capital lease or other security arrangements of any kind.

“Environmental Laws” means all international, federal, state, foreign and local laws, statutes, rules, regulations, treaties, conventions, orders, judgments and ordinances having the force and effect of law and relating to protection of natural resources, health and safety and the environment, each in effect and as amended through the Closing Date.

“Equity Interest” means (a) with respect to any entity, any and all shares or other ownership interest and any Commitments with respect thereto, (b) any other direct equity ownership or participation in a Person and (c) any Commitments with respect to the interests described in (a) or (b).

“Estimated Adjustment Amount” means a good faith estimate of the Net Working Capital Adjustment, as determined by the Seller and calculated in accordance with this Agreement.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

“GAS-fourteen Balance Sheet” has the meaning given to it in Section 5.12.

“GAS-fourteen Charter” has the meaning given to it in the preamble.

“GAS-fourteen Commercial Management Agreement” has the meaning given to it in the preamble.

“GAS-fourteen Contracts” means the GAS-fourteen Ship Building Contract the Credit Facility and all related financing and security documents, the GAS-fourteen Charter and the GAS-fourteen Management Agreements.

“GAS-fourteen Management Agreements” has the meaning given to it in the preamble.

“GAS-fourteen Ship Building Contract” means the agreement dated August 1, 2013 between Samsung Heavy Industries Co., Ltd. and GAS-fourteen Ltd. related to the construction of the *GasLog Gibraltar* (also known as Hull 2103) as amended and supplemented from time to time.

---

5

“GAS-fourteen Organizational Documents” has the meaning given to it in Section 5.03.

“GAS-fourteen Purchase Price” has the meaning given to it in Section 2.04.

“GAS-fourteen Shares” has the meaning given to it in the preamble.

“GAS-fourteen Technical Management Agreement” has the meaning given to it in the preamble.

“GAS-fourteen Vessel” has the meaning given to it in the preamble.

“GAS-fourteen Vessel Owner” has the meaning given to it in the preamble.

“GPHL” means GasLog Partners Holdings LLC, a Marshall Islands limited liability company and wholly-owned subsidiary of the Buyer.

“Governmental Authority” means any domestic or foreign government, including federal, provincial, state, municipal, county or regional government or governmental or regulatory authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing and any multinational or supranational organization.

“Hazardous Substances” means (a) each substance defined, designated or classified as a hazardous waste, hazardous substance, hazardous material, solid waste, contaminant or toxic substance under Environmental Laws; (b) petroleum and petroleum products, including crude oil and any fractions thereof; (c) natural gas, synthetic gas and any mixtures thereof; (d) any radioactive material; and (e) any asbestos-containing materials in a friable condition.

“IFRS” has the meaning given to it in Section 5.12.

“Losses” means losses, damages, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorneys’ fees and experts’ fees) of any and every kind or character; provided, however, that such term shall not include any special, indirect, incidental or consequential damages.

“Management Agreements” has the meaning given to it in the preamble.

“Manager” has the meaning given to it in the preamble.

“MLP Guarantee” means the guarantee to be executed by the Buyer and GPHL in favor of the Security Agent (as such term is defined in the Credit Facility) on or before the Closing Date with respect to the obligations of the GAS-fourteen Vessel Owner, under the Credit Facility.

---

6

“Net Working Capital” means, with respect to the Vessel Owner, those current assets of the Vessel Owner, as of 11:59 p.m. BST on the day preceding the Closing Date that are included in the line item categories of current assets specifically identified on Exhibit A, less those current liabilities of the Vessel Owner, as of 11:59 p.m. BST on the day preceding the Closing Date that are included in the line item categories of current liabilities specifically identified on Exhibit A, in each case, without duplication, and as determined in accordance with IFRS as applied on a consistent basis.

“Net Working Capital Adjustment” means (i) the amount by which Net Working Capital exceeds the Net Working Capital Threshold; or (ii) the amount by which Net Working Capital is less than the Net Working Capital Threshold, as applicable; provided that any amount which is calculated pursuant to clause (ii) above shall be deemed to be a negative number.

“Net Working Capital Threshold” means U.S. dollars \$1,000,000.

“NYSE” means the New York Stock Exchange.

“Parties” means all parties to this Agreement and “Party” means any one of them.

“Partnership Agreement” means the Agreement of Limited Partnership of the Buyer dated May 12, 2014, as amended and restated from time to time.

“Person” means an individual, entity or association, including any legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, unincorporated organization or Governmental Authority.

“Permits” has the meaning given to it in Section 5.14.

“Purchase Price” has the meaning given to it in Section 2.04.

“Securities Act” means the Securities Act of 1933, as amended from time to time.

“Seller” has the meaning given to it in the preamble.

“Seller Entities” has the meaning given to it in the preamble.

“Seller Indemnitees” has the meaning given to it in Section 10.03.

“Shares” has the meaning given to it in the preamble.

“Signing Price” means, with respect to a Buyer Common Unit, the closing trading price at the end of the Trading Day on which signing of this Agreement occurs as indicated by the NYSE, provided that, if signing of this Agreement does not occur on a Trading Day, the Signing Price shall be the closing price on the immediately preceding Trading Day.

---

7

“Sponsor” has the meaning given to it in the preamble.

“Taxes” means all income, franchise, business, property, sales, use, goods and services or value added, withholding, excise, alternate minimum capital, transfer, excise, customs, anti-dumping, stumpage, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, dues and charges and other taxes required to be reported upon or paid to any domestic or foreign jurisdiction and all interest and penalties thereon.

“Termination Date” has the meaning given to it in Section 11.01(b)(i).

“Trading Day” means a day on which the NYSE is open for the transaction of business.

“Vessel” has the meaning given to it in the preamble.

“Vessel Owner” has the meaning given to it in the preamble.

“VWAP” means, with respect to a Buyer Common Unit on any Trading Day, the volume-weighted average trading price of the Buyer Common Units on the NYSE on such Trading Day (or if such volume-weighted average trading price is unavailable, the closing price of one Buyer Common Unit on such Trading Day).

## ARTICLE II

### Purchase and Sale of Shares; Closing

SECTION 2.01. Purchase and Sale of Shares. The Seller agrees to sell to the Buyer, the Sponsor agrees to cause the Seller to sell to the Buyer and the Buyer agrees to purchase from the Seller for the applicable Purchase Price and in accordance with and subject to the terms and conditions set forth in this Agreement, the Shares which in turn shall result in the Buyer indirectly owning the Vessel (the “Acquisition”). The Seller shall transfer the Shares to GPHL, a wholly-

owned subsidiary of Buyer, at Closing, unless Buyer shall before Closing nominate a different Buyer Entity to receive the Shares.

SECTION 2.02. Closing. On the terms of this Agreement and subject to the satisfaction or waiver of the conditions set forth in Article VIII, the sale and transfer of the Shares and payment of the Purchase Price shall take place on the date that is five business days after the satisfaction or waiver of all of the conditions set forth in Article VIII (other than those conditions to be satisfied on the Closing Date and the condition set forth in Section 8.01(g)) (such date, as may be deferred pursuant to Section 2.04(d)(i) or the proviso to Section 2.04(d), the "Closing Date") or such other date as the Sponsor, Seller and Buyer shall otherwise agree. The sale and transfer of the Shares is hereinafter referred to as "Closing".

---

8

SECTION 2.03. Place of Closing. The Closing shall take place at Gildo Pastor Center, 7 Rue du Gabian, MC 98000, Monaco or any other place as designated by the Sponsor.

SECTION 2.04. Purchase Price for Shares.

(a) On the Closing Date, (i) the Buyer shall pay to the Seller (to such account and beneficiary being a Seller Entity as the Seller shall designate) the amount of U.S. dollars \$207,000,000 (the "GAS-fourteen Purchase Price" or the "Purchase Price") in exchange for the GAS-fourteen Shares, subject to adjustment pursuant to Section 2.05.

(b) The Purchase Price may be payable by Buyer in part, in lieu of cash, by: (i) the transfer of associated debt obligations of the Vessel Owner under the Credit Facility and the granting of the MLP Guarantee; and (ii) subject to Section 2.04(d), the allotment and issuance to the Sponsor of the Buyer Consideration Units in accordance with Section 2.04(c).

(c) Subject to Section 2.04(d) below, the Buyer shall satisfy \$45,000,000 of the Purchase Price by the allotment and issuance of the Buyer Consideration Units.

(d) Notwithstanding Sections 2.04(b)(ii) and 2.04(c) above, if the condition set forth in Section 8.01(g) below (the "10 Day Closing VWAP Condition") is not satisfied or waived in respect of the Closing Date as determined by Section 2.02 above, the parties hereto agree to discuss in good faith and, by unanimous consent, elect to:

(i) defer the Closing to any date that is no later than the Termination Date (as defined below), on which date the 10 Day Closing VWAP Condition (and all other conditions under this Agreement) would be satisfied or waived (such date as so deferred shall be the "Closing Date");

(ii) have the Purchase Price be satisfied in full by (A) the assumption of the debt obligations of the Vessel Owner under the Credit Facility and the granting of the MLP Guarantee in accordance with Section 2.04(b) above and (B) the payment of the balance of the Purchase Price in cash (without the issuance of any Buyer Consideration Units), in which case Buyer shall pay, in cash, the \$45,000,000 that would have been paid in the issuance of Buyer Consideration Units; or

(iii) have the Purchase Price be satisfied in full by (A) the assumption of the debt obligations of the Vessel Owner under the Credit Facility and the granting of the MLP Guarantee, (B) the allotment and issuance to the Sponsor of the Buyer Consideration Units in accordance with Section 2.04(c) and (C) the payment of the balance of the Purchase Price, if any, in cash,

PROVIDED THAT, by 11:59 p.m. BST on the Closing Date as determined by Section 2.02 above, if the parties hereto have not unanimously elected any of the options set forth in Section 2.04(d)(i) to

---

9

(iii) above, then they shall be deemed to have elected to defer the Closing past such Closing Date, and shall thereafter, from time to time, discuss in good faith and, by unanimous consent, elect to conduct the Closing in accordance with any of such options on any date that is no later than the Termination Date (as defined below) (such date as so deferred shall be the "Closing Date").

(e) The Buyer shall have no responsibility or liability hereunder for the Seller's allocation and distribution of the Purchase Price among the Seller Entities.

SECTION 2.05. Working Capital Adjustment.

(a) No later than one Business Days prior to the Closing Date, the Seller shall deliver to the Buyer a calculation of the Estimated Adjustment Amount, and the Purchase Price payable on the Closing Date shall be adjusted by adding the Estimated Adjustment Amount (such adjusted amount, the “Estimated Closing Payment”).

(b) As soon as practicable, but no later than 30 days after the Closing Date, Buyer shall prepare and deliver to the Seller a proposed calculation of the Net Working Capital, including the components thereof (the “Proposed Calculations”). If the Seller does not give written notice of dispute (a “Dispute Notice”) to Buyer within 30 days of receiving the Proposed Calculations, the Proposed Calculations shall be deemed to set forth the final Net Working Capital; provided, however, that the Dispute Notice may include only objections based on (x) noncompliance with the standards set forth in this Agreement for the preparation of the Net Working Capital or (y) mathematical errors in the calculation of the Net Working Capital. If the Seller gives a Dispute Notice to Buyer (which Dispute Notice must set forth, in reasonable detail, the items and amounts in dispute and all other items and amounts not so disputed shall be deemed final) within such 30-day period, Buyer and the Seller shall use commercially reasonable efforts to resolve the dispute during the 30-day period commencing on the date Buyer receives the Dispute Notice from the Seller. If the Seller and Buyer do not agree upon a final resolution with respect to such disputed items within such 30-day period, then the remaining items in dispute shall be submitted immediately to an independent accounting firm mutually acceptable to Buyer and the Seller. Any accounting firm so agreed (the “Accounting Firm”) shall be required to render a determination of the applicable dispute within 45 days after referral of the matter to such Accounting Firm, which determination must be in writing and must set forth, in reasonable detail, the basis therefor; provided that the Accounting Firm may (i) only consider those items and amounts as to which the Seller and Buyer have disagreed within the time periods and on the terms specified above and (ii) only make adjustments based on noncompliance with the standards set forth in this Agreement for the determination of the Net Working Capital. The determination made by the Accounting Firm with respect to the remaining disputed items shall not exceed or be less than the amounts proposed by the Seller and Buyer, as the case may be. The terms of appointment and engagement of the Accounting Firm shall be as agreed upon between the Seller and Buyer, and any associated engagement fees shall be borne 50% by the Seller and 50% by Buyer. The determination of such Accounting Firm shall be conclusive and binding for all purposes of this Agreement. Buyer and Seller shall provide each other

---

10

reasonable access to financial and other records in connection with the determination of the Net Working Capital under this Section 2.05(b).

(c) Adjustment to Estimated Closing Payment:

(i) If the Actual Adjustment is a positive amount, Buyer shall pay to the Seller an amount equal to such positive amount by wire transfer or delivery of immediately available funds, in each case, within three Business Days after the date on which the Net Working Capital is finally determined pursuant to Section 2.05(b).

(ii) If the Actual Adjustment is a negative amount, Seller shall pay to Buyer an amount equal to such negative amount by wire transfer or delivery of immediately available funds, in each case, within three Business Days after the date on which the Net Working Capital is finally determined pursuant to Section 2.05(b).

SECTION 2.06. Payment of the Purchase Price. The Purchase Price (to the extent paid in U.S. dollars) will be paid by the Buyer to the Seller by wire transfer of immediately available funds to an account and beneficiary being a Seller Entity designated in writing by the Seller.

### ARTICLE III

#### Representations and Warranties of the Buyer

The Buyer represents and warrants to the Seller that as of the date hereof and as of the Closing Date:

SECTION 3.01. Organization and Limited Partnership Authority. The Buyer is duly formed, validly existing and in good standing under the laws of the Republic of the Marshall Islands, and has all requisite limited partnership power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer, has been effectively authorized by all necessary action, limited partnership or otherwise, and constitutes legal, valid and binding obligations of the Buyer. No meeting has been convened or resolution proposed or petition presented and no order has been made to wind up the Buyer.

SECTION 3.02. Valid Issuance of Buyer Common Units.

(a) At the Closing Date, the Buyer Consideration Units to be issued and sold by the Buyer hereunder will have been duly authorized and, when issued and delivered and paid for as provided herein, will be duly and validly issued in accordance with the Partnership Agreement, and will be fully paid (to the extent required under the Partnership Agreement) and nonassessable and will be free of any and all liens and restrictions on

transfer, other than restrictions on transfer under the Partnership Agreement, this Agreement or applicable state and federal securities laws.

(b) Except for any such preemptive rights that have been waived, there are no Persons entitled to statutory, preemptive or other similar contractual rights to subscribe for the Buyer Consideration Units; and except (i) for the Buyer Consideration Units to be issued pursuant to this Agreement, (ii) for awards issued pursuant to the Buyer's long-term incentive plans or (iii) as disclosed in the Buyer SEC Documents, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, partnership securities or ownership interests in the Buyer are outstanding.

SECTION 3.03. Agreement Not in Breach of Other Instruments. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement or other instrument to which the Buyer is a party or by which it is bound, the Certificate of Formation and the Partnership Agreement, any judgment, decree, order or award of any court, governmental body or arbitrator by which the Buyer is bound, or any law, rule or regulation applicable to the Buyer which would have a material effect on the transactions contemplated hereby.

SECTION 3.04. No Legal Bar. The Buyer is not prohibited by any order, writ, injunction or decree of any body of competent jurisdiction from consummating the transactions contemplated by this Agreement, including the issuance of the Buyer Consideration Units, and no such action or proceeding is pending or, to the best of its knowledge and belief, threatened against the Buyer which questions the validity of this Agreement, any of the transactions contemplated hereby or any action which has been taken by any of the parties in connection herewith or in connection with any of the transactions contemplated hereby.

SECTION 3.05. Buyer SEC Documents. The Buyer SEC Documents, at the time filed (or in the case of registration statements, solely on the dates of effectiveness), except to the extent corrected by a subsequent Buyer SEC Document, (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made in the case of any such documents other than a registration statement, not misleading and (b) complied as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be.

SECTION 3.06. Financial Statements. The historical financial statements (including the related notes) contained or incorporated by reference in the Buyer SEC Documents, (a) comply as to form in all material respects with the applicable accounting requirements under the Securities Act and the Exchange Act (except that certain supporting schedules are omitted), (b)

present fairly in all material respects the financial position, results of operations and cash flows of the entities purported to be shown thereby on the basis stated therein at the respective dates or for the respective periods and (c) have been prepared in accordance with IFRS consistently applied throughout the periods involved, in each case except to the extent disclosed therein. The other financial information of the Buyer, including non-IFRS financial measures, if any, contained or incorporated by reference in the Buyer SEC Documents has been derived from the records of the Buyer, and fairly presents in all material respects the information purported to be shown thereby. Nothing has come to the attention of the Buyer that has caused it to believe that the statistical and market-related data included in the Buyer SEC Documents is not based on or derived from sources that are reliable and accurate in all material respects as of the date on which the applicable Buyer SEC Documents were filed.

SECTION 3.07. No Registration Required. Assuming the accuracy of the representations and warranties of the Sponsor contained in Article IV, the issuance and sale of the Buyer Consideration Units to the Sponsor pursuant to this Agreement is exempt from registration requirements of the Securities Act, and neither the Buyer nor, to the knowledge of the Buyer, any Person acting on its behalf, has taken nor will take any action hereafter that would cause the loss of such exemption.

SECTION 3.08. Listing and Maintenance Requirements. The Buyer Common Units are listed on the NYSE, and the Buyer has not received any notice of delisting. The issuance and sale of the Buyer Consideration Units do not contravene NYSE rules and regulations.

SECTION 3.09. Independent Investigation. The Buyer has had the opportunity to conduct to its own satisfaction independent investigation, review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Vessel Owner and the Vessel and, in making the determination to proceed with the transactions contemplated hereby, has relied solely on the results of its own independent investigation and the representations and warranties set forth in Articles IV, V, and VI.

#### ARTICLE IV

##### Representations and Warranties Regarding the Sponsor

The Sponsor represents and warrants to the Buyer that as of the date hereof and as of the Closing Date:

SECTION 4.01. Organization and Corporate Authority. The Sponsor is duly incorporated, validly existing and in good standing under the laws of Bermuda, and has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Sponsor, has been effectively authorized by all necessary action, corporate or otherwise, and

---

13

constitutes legal, valid and binding obligations of the Sponsor. No meeting has been convened or resolution proposed or petition presented and no order has been made to wind up the Sponsor.

SECTION 4.02. Agreement Not in Breach. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement or other instrument to which the Sponsor is a party or by which it is bound, the Memorandum of Association and Bye-laws of the Sponsor, any judgment, decree, order or award of any court, governmental body or arbitrator by which the Sponsor is bound, or any law, rule or regulation applicable to the Sponsor.

SECTION 4.03. Unregistered Securities.

(a) *Sophisticated Purchaser.* The Sponsor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of and investment in the Buyer Consideration Units.

(b) *Legends.* The Sponsor understands that, until such time as the Buyer Consideration Units have been sold pursuant to an effective registration statement under the Securities Act, or are eligible for resale pursuant to Rule 144 promulgated under the Securities Act, the Buyer Consideration Units will bear a restrictive legend.

(c) *Sponsor Representation.* The Sponsor is purchasing the Buyer Consideration Units for its own account and not with a view to distribution in violation of any securities laws. The Sponsor has been advised and understands that the Buyer Consideration Units have not been registered under the Securities Act or under the “blue sky” laws of any jurisdiction and may be resold only if registered pursuant to the provisions of the Securities Act (or if eligible, pursuant to the provisions of Rule 144 promulgated under the Securities Act or pursuant to another available exemption from the registration requirements of the Securities Act). The Sponsor has been advised and understands that the Buyer, in issuing the Buyer Consideration Units, is relying upon, among other things, the representations and warranties of the Sponsor contained in this Article IV in concluding that such issuance is a “private offering” and is exempt from the registration provisions of the Securities Act.

(d) *Rule 144.* The Sponsor understands that the Buyer Consideration Units are characterized as “restricted securities” under the federal securities.

(e) *Reliance by the Buyer.* The Sponsor understands that the Buyer Consideration Units are being offered and sold in reliance on a transactional exemption from the registration requirements of federal and state securities laws and that the Buyer is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Sponsor set forth herein in order to determine the applicability of such exemptions and the suitability of the Sponsor to acquire the Buyer Consideration Units.

---

14

SECTION 4.04. No Legal Bar. The Sponsor is not prohibited by any order, writ, injunction or decree of any body of competent jurisdiction from consummating the transactions contemplated by this Agreement and no such action or proceeding is pending or, to the best of its knowledge and belief, threatened against the Sponsor which questions

the validity of this Agreement, any of the transactions contemplated hereby or any action which has been taken by any of the parties in connection herewith or in connection with any of the transactions contemplated hereby.

## ARTICLE V

### Representations and Warranties Regarding the Seller and the GAS-fourteen Vessel Owner

The Seller represents and warrants to the Buyer that as of the date hereof and as of the Closing Date:

SECTION 5.01. Organization Good Standing and Authority. The Seller is a Bermuda exempted company duly incorporated, validly existing and in good standing under the laws of Bermuda. This Agreement has been duly executed and delivered by the Seller, has been effectively authorized by all necessary action, corporate or otherwise, and constitutes legal, valid and binding obligations of the Seller. The GAS-fourteen Vessel Owner is a Bermuda exempted company duly registered, validly existing and in good standing under the laws of Bermuda. Each of the Seller and the GAS-fourteen Vessel Owner has full corporate power and authority to carry on its business as it is now, and has since its formation been, conducted, and is entitled to own, lease or operate the properties and assets it now owns, leases or operates and to enter into legal and binding contracts. No meeting has been convened or resolution proposed or petition presented and no order has been made to wind up the Seller or the GAS- fourteen Vessel Owner.

SECTION 5.02. Capitalization; Good and Marketable Title to GAS-fourteen Shares. The GAS-fourteen Shares have been duly authorized and validly issued and are fully paid and nonassessable, and constitute the total issued and outstanding Equity Interests of the GAS-fourteen Vessel Owner. There are not outstanding (i) any options, warrants or other rights to purchase from the Seller any equity interests of the GAS-fourteen Vessel Owner, (ii) any securities convertible into or exchangeable for shares of such equity interests of the GAS- fourteen Vessel Owner or (iii) any other commitments of any kind for the issuance of additional shares of equity interests or options, warrants or other securities of the GAS-fourteen Vessel Owner.

SECTION 5.03. GAS-fourteen Organizational Documents. The Seller Entities have supplied to the Buyer true and correct copies of the organizational documents of the GAS-fourteen Vessel Owner, as in effect as of the date hereof (the "GAS-fourteen Organizational Documents").

---

15

SECTION 5.04. Agreement Not in Breach. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate, or result in a breach of, any of the terms and provisions of, or constitute a default under, or conflict with, or give any other party thereto a right to terminate any agreement or other instrument to which the Seller or the GAS-fourteen Vessel Owner is a party or by which it is bound including, without limitation, any of the GAS-fourteen Organizational Documents, any judgment, decree, order or award of any court, governmental body or arbitrator applicable to the GAS-fourteen Vessel Owner or the GAS-fourteen Contracts.

SECTION 5.05. The GAS-fourteen Shares. Assuming the Buyer or the applicable Buyer Entity has the requisite power and authority to be the lawful owner of the GAS-fourteen Shares, upon delivery to the Buyer or the applicable Buyer Entity at the Closing of instruments sufficient to evidence the transfer from the Seller to the Buyer (or the applicable Buyer Entity) of the GAS- fourteen Shares under the Applicable Laws of the relevant jurisdiction, or delivery of such GAS-fourteen Shares by electronic means, and upon or simultaneously with the Seller's receipt of the GAS-fourteen Purchase Price, the Buyer or the applicable Buyer Entity shall own good and valid title to the GAS-fourteen Shares, free and clear of any Encumbrances, other than those arising under or in relation to the Credit Facility and the GAS-fourteen Charter or otherwise from acts of the Buyer Entities and an updated Register of Members of the GAS- fourteen Vessel Owner, certified by the Secretary of the GAS-fourteen Vessel Owner, shall be delivered to the Buyer. Other than this Agreement and any related transaction documents, the GAS-fourteen Organizational Documents, the Credit Facility and the GAS-fourteen Charter and restrictions imposed by Applicable Law, at the Closing, the GAS-fourteen Shares will not be subject to any voting trust agreement or other contract, agreement, arrangement, commitment or understanding restricting or otherwise relating to the voting, dividend rights or disposition of the GAS-fourteen Shares, other than any agreement to which any Buyer Entity is a party.

SECTION 5.06. No Legal Bar. The Seller is not prohibited by any order, writ, injunction or decree of any body of competent jurisdiction from consummating the transactions contemplated by this Agreement and no such action or proceeding is pending or, to the best of its knowledge and belief, threatened against the Seller which questions the validity of this Agreement, any of the transactions contemplated hereby or any action which has been taken by any of the parties in connection herewith or in connection with any of the transactions contemplated hereby.

SECTION 5.07. Litigation. (a) There is no action, suit or proceeding to which the GAS-fourteen Vessel Owner is a party (either as a plaintiff or defendant) pending before any court or governmental agency, authority or body or

(b) The GAS-fourteen Vessel Owner has not been permanently or temporarily enjoined by any order, judgment or decree of any court or any governmental agency, authority or body from engaging in or continuing any conduct or practice in connection with the business, assets or properties of the GAS-fourteen Vessel Owner.

(c) There is not in existence any order, judgment or decree of any court or other tribunal or other agency enjoining or requiring the GAS-fourteen Vessel Owner to take any action of any kind with respect to its business, assets or properties.

SECTION 5.08. Indebtedness to and from Officers, etc. The GAS-fourteen Vessel Owner will not be indebted, directly or indirectly, to any person who is an officer (save to the company secretary in respect of professional and transactional fees), director, stockholder or employee of the Seller or any spouse, child, or other relative or any affiliate of any such person, nor shall any such officer, director, stockholder, employee, relative or affiliate be indebted to the GAS-fourteen Vessel Owner.

SECTION 5.09. Personnel. The GAS-fourteen Vessel Owner has no employees.

SECTION 5.10. GAS-fourteen Contracts and Agreements. Other than the GAS-fourteen Contracts, there are no material contracts or agreements, written or oral, to which the GAS-fourteen Vessel Owner is a party or by which any of its assets are bound.

(a) Each of the GAS-fourteen Contracts is a valid and binding agreement of the GAS-fourteen Vessel Owner, and to the best knowledge of the Seller, of all other parties thereto.

(b) The GAS-fourteen Vessel Owner has fulfilled all material obligations required pursuant to its GAS-fourteen Contracts to have been performed by it prior to the date hereof and has not waived any material rights thereunder, including payment in full of the purchase price for the GAS-fourteen Vessel, together with any other payments of the GAS-fourteen Vessel Owner due thereunder.

(c) There has not occurred any material default under any of the GAS- fourteen Contracts on the part of the GAS-fourteen Vessel Owner, or to the best knowledge of the Seller, on the part of any other party thereto nor has any event occurred which with the giving of notice or the lapse of time, or both, would constitute any material default on the part of the GAS-fourteen Vessel Owner under any of the GAS- fourteen Contracts nor, to the best knowledge of the Seller, has any event occurred which with the giving of notice or the lapse of time, or both, would constitute any material default on the part of any other party to any of the GAS-fourteen Contracts.

SECTION 5.11. Compliance with Law. The conduct of business by the GAS-fourteen Vessel Owner does not and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate any Applicable Laws of any country, province, state or other governing body, the enforcement of which would

---

materially and adversely affect the business, assets, condition (financial or otherwise) or prospects of the GAS-fourteen Vessel Owner taken as a whole, nor has the GAS-fourteen Vessel Owner received any notice of any such violation.

SECTION 5.12. No Undisclosed Liabilities. Except for such liabilities, debts, obligations, encumbrances, defects, restrictions or claims of a general nature and magnitude that would arise in connection with the operation of LNG carriers of the same type as the GAS-fourteen Vessel in the ordinary course of business and obligations arising under the GAS-fourteen Contracts, the GAS- fourteen Vessel Owner (or the GAS-fourteen Vessel owned by it) has no liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, and whether due or to become due (including, without limitation, any liability for Taxes and interest, penalties and other charges payable with respect to any such liability or obligation) that: (i) have not been disclosed in writing to the Buyer Entities prior to the date hereof or (ii) have not been set forth in the unaudited balance sheet of the GAS-fourteen Vessel Owner as of December 31, 2017, provided to Buyer prior to the execution of this Agreement (the "GAS-fourteen Balance Sheet"). The GAS-fourteen Balance Sheet (A) was derived from and has been prepared in accordance with the underlying books and records of the GAS- fourteen Vessel Owner, (B) has been prepared in accordance with international financial reporting standards ("IFRS") (subject to the absence of footnote disclosure) and (C) fairly presents the assets, liabilities (including reserves) and financial position of the GAS-fourteen Vessel Owner as of the date thereof.

SECTION 5.13. Payment of Taxes. The GAS-fourteen Vessel Owner has filed all foreign, federal, state and local income and franchise tax returns required to be filed, which returns are correct and complete in all material respects, and has timely paid all taxes due from it, and the GAS-fourteen Vessel is in good standing with respect to the payment of past and current Taxes, fees and other amounts payable under the laws of the jurisdiction where it is registered as would affect its registry with the ship registry of such jurisdiction.

SECTION 5.14. Permits. The GAS-fourteen Vessel Owner has such permits, consents, licenses, franchises, concessions, certificates and authorizations (“Permits”) of, and has all declarations and filings with, and is qualified and in good standing in each jurisdiction of, all federal, provincial, state, local or foreign Governmental Authorities and other Persons, as are necessary to own or lease its properties and to conduct its business in the manner that is standard and customary for a business of its nature other than such Permits the absence of which, individually or in the aggregate, has not and could not reasonably be expected to materially or adversely affect the GAS-fourteen Vessel Owner or the GAS-fourteen Vessel, and the GAS-fourteen Vessel Owner has fulfilled and performed all its obligations with respect to such Permits which are or will be due to have been fulfilled and performed by such date and no event has occurred that would prevent such Permits from being renewed or reissued or that allows, or after notice or lapse of time would allow, revocation or termination thereof or results or would result in any impairment of the rights of the holder of any such Permit, except for such nonrenewals, nonissues, revocations,

---

18

terminations and impairments that would not, individually or in the aggregate, materially or adversely affect the GAS-fourteen Vessel Owner or the GAS-fourteen Vessel, and none of such Permits contains any restriction that is materially burdensome to the GAS-fourteen Vessel Owner.

SECTION 5.15. No Material Adverse Change in Business. Since December 31, 2017, there has been no material adverse change in the condition, financial or otherwise, or in the earnings, properties, business affairs or business prospects of the GAS-fourteen Vessel Owner, whether or not arising in the ordinary course of business, that would have or could reasonably be expected to have a material adverse effect on the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the GAS-fourteen Vessel Owner.

SECTION 5.16. Tax Classification. The GAS-fourteen Vessel Owner has filed an election under U.S. Treasury Regulation Section 301.7701-3(c) to be classified as a disregarded entity for U.S. Federal income tax purposes, to be effective prior to the date hereof.

## ARTICLE VI

### Representations and Warranties Regarding the GAS-fourteen Vessel

The Seller represents and warrants to the Buyer that as of the date hereof and as of the Closing Date:

SECTION 6.01. Title to GAS-fourteen Vessel. The GAS-fourteen Vessel Owner is the owner (beneficially and of record) of the GAS-fourteen Vessel and has good and marketable title to the GAS-fourteen Vessel.

SECTION 6.02. No Encumbrances. The assets of the GAS-fourteen Vessel Owner and the GAS-fourteen Vessel are free of all Encumbrances other than the Encumbrances arising under the GAS-fourteen Charter and the Credit Facility (including the associated finance and security documents).

SECTION 6.03. Condition. The GAS-fourteen Vessel is (i) adequate and suitable for use by the GAS-fourteen Vessel Owner in the manner that is standard and customary for a vessel of its type and age, ordinary wear and tear excepted; (ii) seaworthy in all material respects for hull and machinery insurance warranty purposes and in good running order and repair; (iii) insured against all usual risks, and in amounts, consistent with common industry practices; (iv) in compliance with applicable maritime laws and regulations; and (v) in compliance in all material respects with the requirements of its class and classification society; and all class certificates of the GAS-fourteen Vessel are clean and valid and free of recommendations affecting class; and the Buyer acknowledges and agrees that, subject only to the representations and warranties in this Agreement, it is acquiring the GAS-fourteen Vessel on an “as is, where is” basis.

---

19

## ARTICLE VII

### Covenants

SECTION 7.01. Financial Statements. The Seller Entities agree to cause the Vessel Owner to provide access to the books and records of the Vessel Owner to allow the Buyer to prepare at the Buyer's expense any information, review or audit the Buyer reasonably believes is required to be furnished or provided by the Buyer pursuant to applicable securities laws, including in connection with obtaining Buyer's financing for the Acquisition and the filing of a registration statement with the Commission in connection therewith. The Seller will (a) provide the Buyer or the Buyer's auditors access to the Seller's work papers and (b) use its commercially reasonable efforts to assist the Buyer with any such information, review or audit and to provide other financial information reasonably requested by the Buyer or its auditors, including the delivery by the Seller Entities of any information, letters and similar documentation, including reasonable "management representation letters" and attestations.

SECTION 7.02. Expenses. All costs, fees and expenses incurred in connection with this Agreement and the related transaction documents (including those related to the MLP Guarantee) shall be paid by the Buyer, including all costs, fees and expenses incurred in connection with conveyance fees, recording charges and other fees and charges applicable to the transfer of the Shares. In addition:

(i) all costs and expenses incurred by the Buyer to load the Vessel with fuel oil, lubricating oil, greases, fresh water and other stores necessary to operate the Vessel after the Closing shall be for the Buyer's account;

(ii) all unused fuel oil, lubricating oil, greases, fresh water, and other stores on the Vessel at the Closing shall become the Buyer's property after the Closing without extra payment;

(iii) all spare parts and spare equipment, including spare tail-end shafts, spare propellers and propeller blades, if any, belonging to the Vessel Owner at the time of Closing used or unused, and on board shall become the Buyer's property after the Closing, and spares on order are to be included; and

(iv) subject to the provisions of Section 2.05, all bank account balances, cash, current assets and current liabilities of the Vessel Owner at the time of Closing shall remain the assets of the Vessel Owner and shall not be transferred to the Seller Entities in connection with Closing.

SECTION 7.03. Commercially Reasonable Efforts; Financing. On the terms and subject to the conditions of this Agreement, each of the Sponsor, Seller and Buyer shall use its commercially reasonable efforts to cause the Closing to occur, including taking all commercially reasonable actions

---

20

necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing and to obtain any such consents required to be obtained by it in connection with the transfer of the Vessel Owner. Each of Sponsor, Seller and Buyer shall not, and shall not permit any of their respective affiliates to, take any actions that would, or that could reasonably be expected to, result in any of the conditions set forth in Article VIII not being satisfied (including obtaining any consent, authorization, order or approval of, or any exemption by, any Governmental Authority required to be obtained or made by Sponsor, Seller or Buyer in connection with the acquisition of the Vessel Owner or the taking of any action contemplated by this Agreement in accordance with its terms).

SECTION 7.04. Tests and Surveys. The Seller and the Sponsor will grant to the Buyer the right, exercisable at the Buyer's risk and expense, to make such surveys, tests and inspections of the Vessel as the Buyer may deem desirable, so long as such surveys, tests or inspections do not damage the Vessel or interfere with the activities of the Seller Entities or the Charterer thereon so long as the Buyer has furnished the Seller and the Sponsor with evidence that adequate liability insurance is in full force and effect.

SECTION 7.05. Further Assurances. From time to time after the date of this Agreement, and without any further consideration, the Parties agree to execute, acknowledge and deliver all such additional deeds, assignments, bills of sale, conveyances, instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, all in accordance with Applicable Law, as may be necessary or appropriate (a) more fully to assure that the applicable Parties own all of the properties, rights, titles, interests, estates, remedies, powers and privileges granted by this Agreement, or which are intended to be so granted, (b) more fully and effectively to vest in the applicable Parties and their respective successors and assigns beneficial and record title to the interests distributed, contributed and assigned by this Agreement or intended so to be and (c) to more fully and effectively carry out the purposes and intent of this Agreement.

SECTION 7.06. Covenants of Sponsor and Seller Prior to Closing. From the date of this Agreement to the Closing Date, Sponsor and Seller shall cause the Vessel Owner to conduct its business in the usual, regular and ordinary course in substantially the same manner as previously conducted. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Closing, except with the prior written consent of Buyer, the Sponsor and Seller shall not permit the Vessel Owner to:

(a) enter into any contracts or other written or oral agreements;

(b) (i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its capital stock, (ii) split, combine or reclassify any of its capital stock or issue any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (iii) purchase, redeem or

---

21

otherwise acquire any shares of capital stock or any other securities of the Vessel Owner or any options, warrants, calls or rights to acquire any such shares or other securities; or

(c) issue, deliver, sell, pledge or otherwise encumber any shares of its capital stock, any other voting securities or any securities convertible into, or exchangeable for, any shares of its capital stock, or any stock options, warrants, calls or rights to acquire any such shares, voting securities or convertible securities or any stock appreciation rights or other rights that are linked in any way to the price of the Shares or the value of the Vessel Owner or any part thereof.

SECTION 7.07. Credit Facilities. The Sponsor, Seller and Buyer shall use, and shall cause their respective subsidiaries to use, commercially reasonable efforts to execute the MLP Guarantee and any other amendments to the Credit Facility as may be required in connection with the Closing of the transactions contemplated by this Agreement.

## ARTICLE VIII

### Conditions to Closing

SECTION 8.01. Conditions to the Obligations of Sponsor, Seller and Buyer. The obligations of Sponsor, Seller and Buyer to effect the Closing shall be subject to the satisfaction or waiver by Sponsor, Seller and Buyer on or prior to the Closing Date of the following conditions:

(a) no Governmental Authority shall have entered any order that remains in effect which would restrain, enjoin or otherwise prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby in accordance with the terms of this Agreement;

(b) all approvals of Governmental Authorities required to consummate the transactions contemplated by this Agreement shall have been obtained;

(c) all approvals or consents of the Charterer required to consummate the transactions contemplated by this Agreement shall have been obtained;

(d) no Applicable Law shall have been enacted by any Governmental Authority which prohibits the consummation of the Closing;

(e) the MLP Guarantees in such form as the Lenders (as such terms are defined in the Credit Facility) and any other amendments to the Credit Facility required in connection with the Closing of the transactions contemplated by this Agreement in such form as the Majority Lenders may require have been entered into;

(f) the provision of a counter indemnity (in a form reasonably acceptable to the Sponsor) for any payment made under the Sponsor's corporate guarantee given in relation to the Credit Facility, to the extent that such payment by the Sponsor is made in respect of the obligations of the Buyer and its subsidiaries; and

---

22

(g) the 10 Day Closing VWAP is within plus or minus 15% of the Signing Price.

SECTION 8.02. Conditions to the Obligation of Buyer. The obligation of Buyer to effect the Closing shall be subject to the satisfaction or waiver by Buyer on or prior to the Closing Date of each of the following conditions:

(a) each of the representations and warranties of Seller contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date, with the same effect as if those representations and warranties had been made on and as of the Closing Date except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty need only be so true and correct as of such date, and except to the extent the failure to be so true and correct would not be material;

(b) Seller Entities shall have duly performed and complied in all material respects with all covenants and agreements contained in this Agreement that are required to be performed or complied with by Seller Entities at or before the Closing; and

(c) the results of any searches, surveys, tests or inspections conducted pursuant to Section 7.04 are, in the reasonable opinion of the Buyer, satisfactory.

SECTION 8.03. Conditions to the Obligation of Sponsor and Seller. The obligation of Sponsor and Seller to effect the Closing shall be subject to the satisfaction or waiver by Sponsor and Seller on or prior to the Closing Date of each of the following conditions:

(a) Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date, with the same effect as if those representations and warranties had been made on and as of the Closing Date except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty need only be so true and correct as of such date, and except to the extent the failure to be so true and correct would not be material; and

(b) Buyer Entities shall have duly performed and complied in all material respects with all covenants and agreements contained in this Agreement that are required to be performed or complied with by Buyer Entities at or before the Closing.

## ARTICLE IX

### Amendments and Waivers

SECTION 9.01. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each party hereto. By an instrument in writing the Buyer, on the one hand, or the Sponsor and Seller, on the other hand, may waive compliance by the other with

23

any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

## ARTICLE X

### Indemnification

SECTION 10.01. Indemnity by the Seller. From and after the Closing, the Seller shall be liable for, and shall indemnify the Buyer and each of its subsidiaries and each of their directors, employees, agents and representatives (the "Buyer Indemnitees") against and hold them harmless from, any Losses, suffered or incurred by such Buyer Indemnitee:

(a) by reason of, arising out of or otherwise in respect of (i) any inaccuracy in, or breach of, any representation or warranty (without giving effect to any supplement to any disclosure schedules after the date hereof or qualifications as to materiality or dollar amount or other similar qualifications), or (ii) a failure to perform or observe any covenant, agreement or obligation of, the Seller Entities in or under this Agreement or in or under any document, instrument or agreement delivered pursuant to this Agreement by the Seller Entities;

(b) with respect to any fees, expenses or other payments incurred or owed by the Seller Entities or the Vessel Owner to any brokers, financial advisors or comparable other persons retained or employed by it in connection with the transactions contemplated by this Agreement;

(c) by reason of, arising out of or otherwise in respect of obligations, liabilities, expenses, cost and claims relating to, arising from or otherwise attributable to the assets owned by the Vessel Owner or the assets, operations, and obligations of the Vessel Owner or the businesses thereof, in each case, to the extent relating to, arising from, or otherwise attributable to facts, circumstances or events occurring prior to the Closing Date;

(d) with respect to any Covered Environmental Losses relating to the Vessel Owner to the extent Sponsor or Seller is notified by Buyer of any such Covered Environmental Losses within five years after the Closing Date;

(e) with respect to any Losses to the Buyer arising from:

(i) the failure of the Buyer, immediately after the Closing Date, to be the owner of such valid leasehold interests or fee ownership interests in and to the Vessel Owner and Vessel as are necessary to enable the Buyer to own and operate the Vessel Owner and Vessel in substantially the same manner that the Vessel Owner and Vessel were owned and operated by the Seller immediately prior to the Closing Date; or

(ii) the failure of the Vessel Owner to have by the Closing Date any consent or governmental permit necessary to allow the Vessel Owner to own or operate the Vessel in substantially the same manner that the Vessels was owned and operated by the Seller Entities immediately prior to the Closing Date;

in each of clauses (i) and (ii) above, to the extent that the Sponsor or Seller is notified by the Buyer of such Losses within three years after the Closing Date; or

(f) with respect to all federal, state, foreign and local income tax liabilities attributable to the operation of the Vessel Owner prior to the Closing Date, but excluding any federal, state, foreign and local income taxes reserved on the books of the Buyer on the Closing Date.

#### SECTION 10.02. Limitation Regarding Indemnification.

(a) The aggregate liability of the Seller under Section 10.01(d) above shall not exceed \$5,000,000. Furthermore, no claim may be made against the Seller for indemnification pursuant to Section 10.01(d), unless the aggregate dollar amount of all claims for indemnification pursuant to such section shall exceed \$500,000, in which case the Seller shall be liable for claims for indemnification only to the extent such aggregate amount exceeds \$500,000. The limitations set forth in this Section 10.02 shall also apply to any claim under Section 10.01 (a)(i) to the extent related to environmental or health and human safety matters.

(b) The aggregate liability of the Seller under Section 10.01 above shall not exceed \$207,000,000.

(c) The aggregate liability of the Buyer under Section 10.03 below shall not exceed \$207,000,000.

(d) Except as otherwise set forth in this Article X or in Section 12.08, the indemnification obligations set forth in this Article X shall survive until the expiration of the applicable statute of limitations.

SECTION 10.03. Indemnity by the Buyer. From and after the Closing, the Buyer shall be liable for, and shall indemnify the Seller and Sponsor and their respective subsidiaries and each of their directors, employees, agents and representatives (the "Seller Indemnitees") against and hold them harmless from, any Losses, suffered or incurred by such Seller Indemnitee:

(a) by reason of, arising out of or otherwise in respect of (i) any inaccuracy in, or breach of, any representation or warranty (without giving effect to any supplement to the disclosure schedules occurring after the date hereof or qualifications as to materiality or dollar amount or other similar qualifications), or (ii) a failure to perform or observe any covenant, agreement or obligation of, the Buyer Entities in or under this Agreement or in or under any document, instrument or agreement delivered pursuant to this Agreement by the Buyer

Entities;

(b) with respect to any fees, expenses or other payments incurred or owed by the Buyer Entities to any brokers, financial advisors or comparable other persons retained or employed by it in connection with the transactions contemplated by this Agreement; or

(c) with respect to any payments made by the Sponsor and its subsidiaries, other than Buyers and its subsidiaries, under the Credit Facility after the Closing.

SECTION 10.04. Exclusive Post-Closing Remedy. From and after the Closing, and except for any remedies for wilful misconduct or actual fraud or for payments under Section 2.05, the rights and remedies set forth in this Article X shall constitute the sole and exclusive rights and remedies of the Parties under or with respect to the subject matter of this Agreement.

## ARTICLE XI

### Termination

SECTION 11.01. Termination. This Agreement may be terminated at any time prior to the Closing Date:

- (a) by mutual written consent of the Sponsor, Seller and Buyer;
- (b) by Seller and Sponsor, on the one hand, or Buyer, on the other hand, by written notice to the other, if:
  - (i) the Closing shall not have occurred by July 1, 2018, unless such date is extended by the mutual written consent of Sponsor, Seller and Buyer (such date, as may be extended, the “Termination Date”);
  - (ii) a Governmental Authority has entered any permanent order which restrains, enjoins or otherwise prevents the performance of this Agreement or the consummation of any of the transactions contemplated hereby in accordance with the terms of this Agreement; or
  - (iii) an Applicable Law has been enacted by any Governmental Authority which prohibits the consummation of the Closing;

provided that no Party may terminate this Agreement pursuant to this Section 11.01(b) if that Party has breached its obligations under this Agreement in a manner that shall have proximately caused the failure of the Closing to occur by such date;

- (c) by Seller and Sponsor if either of the conditions set forth in Section 8.03(a) or 8.03(b) are not satisfied, and such failure shall not have been cured within 30 days following written notice of such failure;

---

26

- (d) by the Buyer if:
  - (i) either of the conditions set forth in Section 8.02(b) or 8.03(c) are not satisfied, and such failure shall not have been cured within 30 days following written notice of such failure; or
  - (ii) the results of any searches, surveys, tests or inspections conducted pursuant to Section 7.04 are, in the reasonable opinion of the Buyer, unsatisfactory.

SECTION 11.02. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 11.01, this Agreement shall become void and have no effect, without any liability to any Person in respect hereof or the transaction contemplated hereby on the part of any Party, or any of its directors, officers, employees, agents, legal and financial advisors, representatives, stockholders, or affiliates; provided, however, that the agreements contained in Section 7.02 (Expenses), this Section 11.02 and Article XII shall survive the termination of this Agreement.

## ARTICLE XII

### Miscellaneous

SECTION 12.01. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed wholly within such jurisdiction without giving effect to conflict of law principles thereof other than Section 5-1401 of the New York General Obligations Law, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Vessel is located, shall apply.

SECTION 12.02. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 12.03. Complete Agreement. This Agreement and Schedules hereto contain the entire agreement between the parties hereto with respect to the transactions contemplated herein and, except as provided herein, supersede all previous oral and written and all contemporaneous oral negotiations, commitments, writings and understandings.

SECTION 12.04. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 12.05. Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be

---

27

invalid under, the laws of any governmental body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and necessary provision added so as to give effect, as nearly as possible, to the intention of the Parties as expressed in this Agreement at the time of execution of this Agreement.

SECTION 12.06. Third Party Rights. Except to the extent provided in Article XI, a Person who is not a party to this Agreement has no right to enforce or to enjoy the benefit of any term of this Agreement.

SECTION 12.07. Notices. Any notice, claim or demand in connection with this Agreement shall be delivered to the parties at the following addresses (or at such other address or facsimile number for a party as may be designated by notice by such party to the other party):

- (a) if to GASLOG CARRIERS LTD., as follows:

GasLog Carriers Ltd.  
c/o GasLog Monaco S.A.M.  
Gildo Pastor Center  
7 Rue du Gabian  
MC 98000, Monaco  
Attention: Legal  
Facsimile: +377 9797-5124

- (b) if to GASLOG LTD., as follows:

GasLog Ltd.  
c/o GasLog Monaco S.A.M.  
Gildo Pastor Center  
7 Rue du Gabian  
MC 98000, Monaco  
Attention: Legal  
Facsimile: +377 9797-5124

- (c) if to GASLOG PARTNERS LP, as follows:

GasLog Partners LP  
c/o GasLog Monaco S.A.M.  
Gildo Pastor Center  
7 Rue du Gabian  
MC 98000, Monaco  
Attention: Andrew J. Orekar (Chief Executive Officer)  
Facsimile: +377 9797-5124

and any such notice shall be deemed to have been received (i) on the next working day in the place to which it is sent, if sent by facsimile or (ii) forty eight (48) hours from the time of dispatch, if sent by courier.

SECTION 12.08. Representations and Warranties to Survive. All representations and warranties contained in this Agreement shall survive the Closing and shall remain operative and in full force and effect after the Closing, regardless of (a) any investigation made by or on behalf of any Party or its affiliates, any Person controlling any Party, its officers or directors, and (b) delivery of and payment for the Shares, for a period of three years from the date of this Agreement. At the end of such three year period, such representations and warranties will terminate, and no claim may be brought in respect of such representations and warranties under Article XI or otherwise, except for claims that have been asserted prior to such date.

SECTION 12.09. Remedies. Except as expressly provided in Section 10.04, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided in this Agreement, nothing in this Agreement will be considered an election of remedies.

SECTION 12.10. Non-recourse to General Partner. Neither the Buyer's general partner nor any other owner of Equity Interests in the Buyer shall be liable for the obligations of the Buyer under this Agreement or any of the related transaction documents, including, in each case, by reason of any payment obligation imposed by governing partnership statutes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed as of the date first above written.

GASLOG CARRIERS LTD.,

by

/s/ Achilleas Tasioulas

Name: Achilleas Tasioulas

Title: Director

GASLOG LTD.,

by

/s/ Achilleas Tasioulas

Name: Achilleas Tasioulas

Title: Financial Controller

GASLOG PARTNERS LP,

by

/s/ Andrew J. Orekar

Name: Andrew J. Orekar

Title: Director and CEO

### Exhibit A - Net Working Capital Line Items

#### **Current Assets**

Trade and other receivables	[·]
Inventories	[·]
Due from related parties <sup>(1)</sup>	[·]
Prepayments and other current assets	[·]
Short-term investments	[·]
Cash and cash equivalents <sup>(1)</sup>	[·]
<b>Total Current Assets (A)</b>	<b>\$ [·]</b>

#### **Current Liabilities**

Trade accounts payable	[·]
Amounts due to related parties	[·]
Other payables and accruals	[·]
<b>Total Current Liabilities (B)</b>	<b>\$ [·]</b>

<b>Net Working Capital (A)-(B)</b>	<b>\$ [·]</b>
------------------------------------	---------------

---

<sup>(11)</sup> Adjusted for any amounts of cash or cash equivalents paid prior to the Closing by the Sponsor to Buyer specifically in respect of the amounts due from Seller.

---