

Exhibit 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE
PETROLEUM NETWORK, INC.
SECURITIES LITIGATION

) Case No. 1:18-CV-04993 (NRB)
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) Hon. Naomi Reice Buchwald
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**STIPULATION AND AGREEMENT OF SETTLEMENT
WITH SPYROS GIANNIOTIS**

This Stipulation and Agreement of Settlement with Spyros Gianniotis (the “Gianniotis Stipulation” or the “Gianniotis Settlement”) is made and entered into by and among: (a) Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff” or “URS”) (on behalf of itself and each of the Settlement Class Members¹), by and through its counsel of record; and (b) Defendant Spyros Gianniotis (“Gianniotis”), by and through his counsel of record (collectively, Lead Plaintiff and Gianniotis are referred to herein as the Gianniotis Settling Parties). This Gianniotis Settlement is intended to fully, finally and forever resolve, discharge and settle the Gianniotis Released Claims, as against Gianniotis and each of the Gianniotis Released Parties, subject to the approval of the Court and the terms and conditions set forth in this Gianniotis Stipulation. This Gianniotis Settlement does not compromise, resolve, discharge or settle any of the claims that have been asserted against Dimitris Melissanidis.

WHEREAS:

A. This federal securities fraud class action commenced on June 5, 2018 with the filing of the initial complaint, styled as *Simco v. Aegean Marine Petroleum Network, Inc., et al.*, No. 1:18-cv-04993-NRB. (ECF No. 1.)

B. By Order dated October 30, 2018, the Court appointed URS as Lead Plaintiff and approved its selection of Berman Tabacco as Lead Counsel. (ECF No. 69.)

C. On February 1, 2019, URS filed its Consolidated Class Action Complaint (the “Complaint”) alleging violations of the federal securities laws against certain officers and directors (including Gianniotis) of Aegean Marine Petroleum Network, Inc. (“Aegean”), a now defunct oil bunkering company, and its auditors. (ECF No. 81.)

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in ¶ 1, *infra* (Definitions).

D. In the Spring of 2020, each of the Persons initially named as defendants in the Consolidated Complaint filed motions to dismiss the claims asserted against them. On April 6, 2020, Gianniotis filed his motion to dismiss the Complaint. (ECF Nos. 229-231.)

E. Lead Plaintiff opposed the various motions to dismiss on June 30, 2020. (ECF Nos. 239-51.) Each defendant filed their respective replies on August 20, 2020 (ECF Nos. 261-74) and a hearing was held on March 9, 2021.

F. On March 29, 2021, the Court issued an order that denied some of the motions and granted others. The Court denied Gianniotis's motion to dismiss (ECF No. 293). The parties have since engaged in substantial discovery and Lead Plaintiff has filed a motion for class certification.

G. In the summer of 2021, Lead Plaintiff and counsel for Gianniotis discussed the possibility of mediation. The parties selected a nationally recognized mediator, Michell Yoshida of Phillips ADR, to mediate a possible settlement. In February 2022, Lead Plaintiff and Gianniotis exchanged mediation statements and engaged in a full-day mediation session with Ms. Yoshida. The mediation session was unsuccessful.

H. In June 2022, the Gianniotis Settling Parties broached the subject of mediation again. After various scheduling efforts, the Gianniotis Settling Parties scheduled another mediation session with Ms. Yoshida on October 25, 2022. After exchanging further comprehensive mediation statements and engaging in another all-day mediation, Lead Counsel and Gianniotis's Counsel reached an agreement in principle to settle all claims asserted by Lead Plaintiff in this Action against Gianniotis.

I. Gianniotis has denied, and continues to deny, that he committed any act or omission giving rise to any liability or violation of law. Specifically, Gianniotis has expressly denied, and continues to deny, each and every claim alleged by Lead Plaintiff in the Action against him, along

with all charges of wrongdoing or liability against him arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Gianniotis also has denied, and continues to deny, among other allegations, that Lead Plaintiff or the Settlement Class suffered any damage, or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged in the Action or that could have been alleged in the Action. Gianniotis has asserted, and continues to assert, that his conduct was at all times proper and in compliance with all applicable provisions of law, as well as all applicable rules, regulations and/or professional standards, and believes that the evidence supports his position that he acted properly at all times and that the Action is without merit. In addition, Gianniotis maintains that he has meritorious defenses to all claims alleged in the Action or that could have been alleged in the Action.

J. As set forth herein, nothing in this Gianniotis Stipulation or any other aspect of this Gianniotis Settlement shall be construed or deemed to be evidence of an admission or concession on the part of Gianniotis with respect to any claim or of any fault, liability, wrongdoing or damage whatsoever, or any infirmity in the defenses that Gianniotis has or could have asserted.

K. Gianniotis is entering into this Gianniotis Stipulation solely to eliminate the burden and expense of further litigation. Gianniotis has determined that it is desirable and beneficial to him that the Action be settled in the manner and upon the terms and conditions set forth in this Gianniotis Stipulation.

L. Lead Plaintiff and its counsel believe that the claims asserted in the Action against Gianniotis have merit and that the evidence developed to date supports those claims. However, Lead Plaintiff and its counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Gianniotis through trial and through appeals

as well as the risks associated with collecting upon any judgment against Gianniotis given that he is an individual residing in Greece and given the various issues limiting recoveries from insurance.

M. Lead Plaintiff believes that the investigation it has undertaken, together with its analysis of the potential outcome of this litigation, provides an adequate and satisfactory basis for the Gianniotis Settlement upon the terms herein. Lead Plaintiff and its counsel also have taken into account the uncertain outcome and the risk of any litigation and collectibility, especially in complex actions such as this Action, which involves discovery overseas, as well as the difficulties and delays inherent in such litigation. Lead Plaintiff and its counsel are also mindful of the inherent problems of proof under, and possible defenses to, the securities law violations asserted in the Action against Gianniotis.

N. Based on their evaluation, Lead Plaintiff and its counsel believe that the Gianniotis Settlement set forth in this Gianniotis Stipulation confers substantial benefits upon the Settlement Class and have concluded that the terms and conditions of this Gianniotis Stipulation are fair, reasonable and adequate to Lead Plaintiff and the Settlement Class as well as in their best interests.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Lead Plaintiff (for itself and the Settlement Class Members) and Gianniotis, by and through their counsel or attorneys of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Action shall be dismissed with prejudice as to Gianniotis and the Gianniotis Released Claims shall be finally and fully compromised, settled and released, with an Order and Final Judgment Regarding Gianniotis to be entered releasing claims against Gianniotis, upon and subject to the terms and conditions of this Gianniotis Stipulation, as follows.

1. Definitions

As used in this Gianniotis Stipulation the following terms have the meanings specified below:

1.1. “Action” means the action captioned *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB).

1.2. “Aegean Bankruptcy” means the Chapter 11 case commenced on November 6, 2018 in the Southern District of New York, Case No. 18-13374 (MEW), including all of the adversary proceedings filed in connection with that case, all orders entered in connection with that case including, but not limited to, the operative disclosure statement and confirmed joint plan of reorganization of Aegean and its jointly administered debtor affiliates.

1.3. “Auditor Settlements” means the settlements with Deloitte Greece and PwC Greece for \$14.9 million each, which settlements were approved by the Court on September 14, 2022. ECF Nos. 402, 404.

1.4. “Claims Administrator” means the claims administrator selected by Lead Counsel and approved by the Court to provide all notices approved by the Court to potential Settlement Class Members and to administer the Gianniotis Settlement.

1.5. “Complaint” means the Consolidated Class Action Complaint filed in this Action on February 1, 2019. (ECF No. 81.)

1.6. “Court” means the United States District Court for the Southern District of New York.

1.7. “Deloitte Greece” means Deloitte Certified Public Accountants, S.A.

1.8. “Deloitte US” means Deloitte & Touche LLP.

1.9. “Detailed Notice” means the Notice of (I) Pendency of Class Action and Proposed Individual Defendants Settlements; and (II) Final Approval Hearing For The Individual Defendants Settlements, Individual Defendants Plan of Allocation and Motion For Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses (substantially in the form attached

hereto as Exhibit A-1), which is to be made available to Members of the Settlement Class as set forth in the Gianniotis Preliminary Approval Order.

1.10. “Dismissed Defendants” means (a) the following Persons who were named in the Complaint but who were dismissed by order dated March 29, 2022 (ECF No. 293), E. Nikolas Tavlarios, John P. Tavlarios, Jonathan McIlroy, Peter C. Georgiopoulos, Yiannis N. Papanicolaou, Konstantinos D. Koutsomitopoulos, George Konomos, and Spyridon Fokas; and (b) Deloitte Greece, PwC Greece, DTTL, Deloitte US, PwCIL and PwC US who were dismissed pursuant to the Auditor Settlements.

1.11. “Distribution Order” means an order entered by the Court authorizing and directing that the Gianniotis Net Settlement Fund be distributed, in whole or in part, to Gianniotis Authorized Claimants (defined below).

1.12. “DTTL” means Deloitte Touche Tohmatsu Limited.

1.13. “Effective Date,” or the date upon which this Gianniotis Settlement becomes “effective,” means three (3) business days after the date by which all of the events and conditions specified in ¶ 14.1 of the Gianniotis Stipulation have been met and have occurred.

1.14. “Escrow Account” means an escrow account maintained by the Escrow Agent into which the Gianniotis Settlement Amount shall be deposited.

1.15. “Escrow Agent” means Western Alliance Bank.

1.16. “Final” when referring to an order or judgment means the expiration of any time for appeal or review of the Order and Final Judgment Regarding Gianniotis or, if any appeal is filed and not dismissed, after the Order and Final Judgment Regarding Gianniotis is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by certiorari

or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise, has expired.

1.17. “Final Approval Hearing” means the hearing set by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider final approval of the Gianniotis Settlement.

1.18. “Gianniotis” means Defendant Spyros Gianniotis.

1.19. “Gianniotis Authorized Claimant” means any Settlement Class Member who has submitted a timely and valid Proof of Claim and Release Form to the Claims Administrator and is entitled to a distribution from the Gianniotis Net Settlement Fund pursuant to the Individual Defendants Plan of Allocation, as ordered by the Court.

1.20. “Gianniotis Net Settlement Fund” means the Gianniotis Settlement Fund less: (a) any Taxes; (b) any Notice and Administration Costs; (c) any attorneys’ fees or reimbursement of Litigation Expenses awarded by the Court; and (d) other costs, expenses or amounts as may be approved by the Court.

1.21. “Gianniotis Preliminary Approval Order” means the order (substantially in the form attached hereto as Exhibit A) to be entered by the Court preliminarily approving the Gianniotis Settlement and directing that notice be provided to the Settlement Class.

1.22. “Gianniotis Released Claims” means any and all claims, counterclaims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, injuries, losses, remedies, fees, expenses, costs, accountings, obligations, judgments and causes of action of every kind or nature, character and description, whether legal, statutory, equitable or of any other type or form, whether known or unknown, anticipated or unanticipated, contingent or absolute, accrued or unaccrued, liquidated or unliquidated, disclosed or undisclosed, foreseen or unforeseen, whether arising under federal, state, common, administrative or non-U.S. law, that Lead Plaintiff or any

other member of the Settlement Class asserted in this Action against Gianniotis or the Gianniotis Released Parties, or that could or might have been asserted against Gianniotis or the Gianniotis Released Parties, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities acting in said capacity in any federal, state, common, arbitral, administrative or non-U.S. court, tribunal, forum or proceeding, that both (a) arise out of, could have arisen out of, arise now, hereafter arise out of, relate in any manner or are based upon in any way the allegations, events, transactions, facts, matters, acts, failures to act, occurrences, statements, representations, omissions, disclosures or any other matter, thing or cause at issue, set forth, referred to or otherwise related, directly or indirectly, to the Action; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “Gianniotis Released Claims” do not include: (a) claims to enforce the Gianniotis Settlement; (b) claims asserted in the Complaint against Dimitris Melissanidis (ECF No. 81); (c) claims asserted in the Aegean Bankruptcy or the rights of Lead Plaintiff or any Settlement Class Member to receive distributions pursuant to the Chapter 11 Plan confirmed in the Aegean Bankruptcy; and/or (d) any distribution of any recovery by the Litigation Trustee.

1.23. “Gianniotis Released Parties’ Claims” means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or non-U.S. law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against the Gianniotis Released Party or Gianniotis Released Parties, except for claims relating to the enforcement of the Gianniotis Settlement, against Lead Plaintiff in the Action, and its respective attorneys, or any other Settlement Class Member.

1.24. “Gianniotis Released Party” or “Gianniotis Released Parties” means Gianniotis, E. Nikolas Tavlarios, John P. Tavlarios, Jonathan McIlroy, Peter C. Georgiopoulos, Yiannis N. Papanicolaou, Konstantinos D. Koutsomitopoulos, George Konomos, and Spyridon Fokas, Aegean and its subsidiaries or affiliates (the “Aegean Entities”) and any other present or former officers, directors or employees of the Aegean Entities, and insurers and reinsurers of each of them, with the express exception of Defendant Dimitris Melissanidis.

1.25. “Gianniotis Settlement” means the resolution of the Action as it pertains to Gianniotis in accordance with the terms and provisions of this Gianniotis Stipulation.

1.26. “Gianniotis Settlement Amount” means \$11 million in cash to be paid by check or wire transfer to the Escrow Agent pursuant to ¶ 4.2 of this Gianniotis Stipulation.

1.27. “Gianniotis Settlement Fund” means the Gianniotis Settlement Amount plus all interest and accretions thereto.

1.28. “Gianniotis Settling Parties” means, collectively, (a) Gianniotis; and (b) Lead Plaintiff, on behalf of itself and the Settlement Class.

1.29. “Gianniotis’s Counsel” means Morvillo Abramowitz Grand Iason & Anello P.C.

1.30. “Individual Defendants” means the Gianniotis and Dimitris Melissanidis.

1.31. “Individual Defendants Plan of Allocation” as further defined in the Detailed Notice, means the proposed plan of allocation of the Gianniotis Net Settlement Fund (substantially in the form attached hereto as Exhibit A-2) set forth in the Detailed Notice, or such other plan of allocation as the Court shall approve, whereby the Gianniotis Net Settlement Fund shall be distributed to the Gianniotis Authorized Claimants and/or the Melissanidis Authorized Claimants.

1.32. “Lead Counsel” means Berman Tabacco.

1.33. “Lead Plaintiff” means Utah Retirement Systems.

1.34. “Litigation Expenses” means the reasonable costs and expenses incurred in connection with prosecuting and settling the Action (which may include the costs and expenses of Lead Plaintiff directly related to its representation of the Settlement Class), for which Lead Counsel has not been previously reimbursed through the Auditor Settlements and for which Lead Counsel intends to apply to the Court for reimbursement from the Gianniotis Settlement Fund.

1.35. “Litigation Trustee” means Peter Kravitz or his successor(s), if any, who is the Trustee of the Aegean Litigation Trust established by the confirmed Plan of Reorganization in the jointly administered Aegean Bankruptcy.

1.36. “Melissanidis Settlement” means the resolution of the Action as it pertains to Dimitris Melissanidis in accordance with the terms and provisions of the Stipulation and Agreement of Settlement with Dimitris Melissanidis.

1.37. “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator in (a) providing notice regarding the Gianniotis Settlement to the Settlement Class; and (b) administering the Gianniotis claims process.

1.38. “Order and Final Judgment Regarding Gianniotis” means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of this Gianniotis Settlement, substantially in the form of Exhibit B attached hereto.

1.39. “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, marital community, association, joint stock company, joint venture and joint venturer, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

1.40. “Postcard Notice” means the Postcard Notice (substantially in the form attached hereto as Exhibit A-5) to be published as set forth in the Gianniotis Preliminary Approval Order.

1.41. “Proof of Claim and Release” or “Claim Form” means the Proof of Claim and Release Form for submitting a claim for the Individual Defendants Settlements, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-3 or which was submitted in connection with the Auditor Settlements.

1.42. “PwC Greece” means PricewaterhouseCoopers Auditing Company S.A.

1.43. “PwC US” means PricewaterhouseCoopers LLP.

1.44. “PwCIL” means PricewaterhouseCoopers International Limited.

1.45. “Regulatory or Governmental Agency” or “Regulatory or Governmental Agencies” means any local, state, provincial, regional or national regulatory, governmental or quasi-governmental agency or body that was authorized, is authorized or will be authorized to enforce laws and regulations concerning the allegations at issue in this Action, including, but not limited to, U.S. authorities (including, without limitation, the U.S. Department of Justice, the Public Company Accounting Oversight Board, the U.S. Securities and Exchange Commission (“SEC”) and the New York State Department of Financial Services), and any non-U.S. authority (including, without limitation, the Hellenic Capital Market Commission, the Bank of Greece, the courts of the Hellenic Republic, the courts of the Republic of the Marshall Islands, the courts of the Republic of Cyprus and the court of Luxembourg, and their predecessors or successors).

1.46. “Settlement Class” or “Class” means all Persons who purchased or otherwise acquired Aegean securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”) and their affiliates or subsidiaries; (c) present or former officers, directors, partners or controlling

Persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors' and officers' liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any Person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion to this Gianniotis Settlement as approved by the Court.

1.47. "Settlement Class Member" or "Member of the Settlement Class" means a Person who falls within the definition of the Settlement Class as set forth in ¶ 1.46 above.

1.48. "Settlement Class Period" means the period from February 27, 2014 through November 5, 2018, inclusive.

1.49. "Settlement Website" means the website dedicated to the Gianniotis Settlement and the prior Auditor Settlements, located at www.aegeansecuritieslitigation.com.

1.50. "Summary Notice" means the Summary Notice of (I) Pendency of Class Action and Proposed Individual Defendants Settlements; and (II) Final Approval Hearing For The Individual Defendants Settlements, Individual Defendants Plan of Allocation and Motion For Approval of Attorneys' Fees and Reimbursement of Litigation Expenses (substantially in the form attached hereto as Exhibit A-4) to be published as set forth in the Gianniotis Preliminary Approval Order.

1.51. "Tax" or "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and

additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state and federal taxes.

1.52. “Unknown Claims” means any and all Gianniotis Released Claims or Gianniotis Released Parties’ Claims which (a) Lead Plaintiff or any other Settlement Class Member; and (b) the Gianniotis Released Parties do not know or suspect to exist in his, her or its favor at the time of the release of such claims, of every nature and description. This includes claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Gianniotis Released Parties, the Settlement Class Members or the Gianniotis Settling Parties, or might have affected his, her or its decision(s) with respect to the Gianniotis Settlement, the Gianniotis Released Claims or the Gianniotis Released Parties’ Claims, including his, her or its decision to object or not object to this Gianniotis Settlement. With respect to any and all Gianniotis Released Claims and the Gianniotis Released Parties’ Claims, the Gianniotis Settling Parties stipulate and agree that, upon the Effective Date of the Gianniotis Settlement, Lead Plaintiff and Gianniotis shall expressly waive, and each of the other Settlement Class Members and the Gianniotis Released Parties shall be deemed to have waived and by operation of the Order and Final Judgment Regarding Gianniotis shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law or non-U.S. law, which is similar, comparable or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Gianniotis Settling Parties and Gianniotis Released Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those he, she or it now knows or believes to

be true with respect to the subject matter of the Gianniotis Released Claims and Gianniotis Released Parties' Claims, but the Gianniotis Settling Parties and Gianniotis Released Parties expressly, fully, finally and forever settle and release, and each Gianniotis Released Party, each Gianniotis Settling Party, and each of the Settlement Class Members and counsel shall be deemed to have settled and released and, upon the Effective Date and by operation of the Order and Final Judgment Regarding Gianniotis, shall have settled and released, fully, finally and forever, any and all Gianniotis Released Claims and Gianniotis Released Parties' Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories or authorities. Lead Plaintiff and Gianniotis acknowledge, and each of the other Settlement Class Members and Gianniotis Released Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Gianniotis Settlement.

2. Certification of Settlement Class

2.1. The Gianniotis Settling Parties hereby stipulate to the certification of the Settlement Class, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, solely for the purpose of effectuating this Gianniotis Stipulation and the Gianniotis Settlement set forth herein. For purposes of this Gianniotis Stipulation and Gianniotis Settlement only, the Gianniotis Settling Parties stipulate to (a) the certification, for settlement purposes only, of a Settlement Class (as defined in ¶ 1.46 herein), pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure; (b) the appointment of Lead Plaintiff as the class representative for the Settlement Class; and (c) the appointment of Lead Counsel as counsel to the Settlement Class.

2.2. If the Gianniotis Stipulation is not approved by the Court or terminated pursuant to its terms or if the Effective Date does not occur for any reason, the certification of the Settlement Class for the purpose of the Gianniotis Settlement shall be automatically vacated, and Gianniotis

shall retain all rights to (a) object to and oppose class certification, or (b) challenge the standing of Lead Plaintiff or any other intervening plaintiff. This Gianniotis Stipulation and any motion or other papers filed in support of its approval shall not be offered as evidence of any agreement, admission or concession that any class should be or remain certified in the Action or that Lead Plaintiff or any other intervening plaintiff has standing or any legal right to represent any class. This provision survives termination of this Gianniotis Stipulation.

3. Scope and Effect of Gianniotis Settlement (Releases)

3.1. The obligations incurred pursuant to this Gianniotis Stipulation shall be in full and final disposition of the Action as against Gianniotis and any and all Gianniotis Released Claims (including Unknown Claims) as against all Gianniotis Released Parties.

3.2. Unless a request for exclusion from the Gianniotis Settlement is submitted, Proofs of Claim and Release executed by Gianniotis Authorized Claimants shall release all Gianniotis Released Claims (including Unknown Claims) against all Gianniotis Released Parties and shall be substantially in the form attached hereto as Exhibit A-3. This applies to Proofs of Claim and Release submitted in connection with the Auditor Settlements.

3.3. Upon the Effective Date of this Gianniotis Settlement, Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Member ever seeks or obtains any disbursement from the Gianniotis Settlement Fund by any means, including without limitation by submitting a Proof of Claim and Release form) shall be deemed to have, and by operation of the Order and Final Judgment Regarding Gianniotis shall have, fully, finally and forever released, relinquished, dismissed and forever discharged all Gianniotis Released Claims (including Unknown Claims)

against each and all of the Gianniotis Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Gianniotis Released Parties with respect to all such Gianniotis Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of any action or other proceeding, in any forum, asserting any Gianniotis Released Claim against any of the Gianniotis Released Parties.

3.4. Notwithstanding anything herein, this Gianniotis Settlement does not release the Gianniotis Released Parties from complying with discovery, trial or evidentiary obligations under the Federal Rules of Civil Procedure or other applicable rules, including complying with any subpoena served on them.

3.5. Upon the Effective Date of this Gianniotis Settlement, Gianniotis and each of the other Gianniotis Released Parties shall be deemed to have released, dismissed and forever discharged all Gianniotis Released Parties' Claims against Lead Plaintiff, Lead Counsel and any other Settlement Class Member.

4. The Gianniotis Settlement Consideration

4.1. In full settlement of the claims asserted in the Action against Gianniotis and in consideration of the releases set forth herein, Gianniotis shall cause to be paid the Gianniotis Settlement Amount.

4.2. Gianniotis shall cause the Gianniotis Settlement Amount to be deposited into the Escrow Account on or before twenty-one (21) business days after the later of: (a) the entry of the Gianniotis Preliminary Approval Order, as defined in ¶ 1.21 herein, or (b) the provision to Gianniotis of all information necessary to effectuate a transfer of funds by check or wire transfer,

including payment instructions and a signed W-9 reflecting the taxpayer identification number for the Gianniotis Settlement Fund. Any interest earned on the Gianniotis Settlement Fund pursuant to this paragraph shall be for the benefit of the Settlement Class if the Gianniotis Settlement becomes Final.

4.3. Other than the obligation of Gianniotis to pay or cause to be paid the Gianniotis Settlement Amount pursuant to ¶ 4.2 above, Gianniotis shall have no obligation to make any other cash payment into the Gianniotis Settlement Fund pursuant to this Gianniotis Stipulation.

4.4. In the event that this Gianniotis Stipulation is not approved, that this Gianniotis Stipulation is terminated or canceled, or that the Effective Date otherwise fails to occur for any reason, the Gianniotis Settlement Fund (less Notice and Administration Costs and Taxes or Tax Expenses (defined below) paid, incurred or due and owing in connection with the Gianniotis Settlement provided for herein) shall be refunded pursuant to written instructions from Gianniotis's Counsel in accordance with Section 14 herein.

5. Contribution Bar Order

5.1. The Gianniotis Settling Parties shall request that the Court enter a Contribution Bar Order in the Order and Final Judgment Regarding Gianniotis pursuant to 15 U.S.C. § 78u-4 as follows: To the fullest extent permitted by law, all Persons contributorily liable pursuant to 15 U.S.C. §§ 78j(b), 78t(a) or 78t(b) shall be permanently enjoined, barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions or causes of action for contribution, indemnity or otherwise against the Gianniotis Released Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment or settlement which they pay or are obligated to pay or agree to pay to the Settlement Class or any Settlement Class Member regarding the Gianniotis Released Claims (including Unknown Claims), whether arising under

state, federal or non-U.S. law as claims, crossclaims, counterclaims, third-party claims or otherwise, in the Court or any other federal, state or non-U.S. court, or in any arbitration proceeding, administrative agency proceeding, tribunal or any other proceeding or forum. The foregoing text (beginning with the colon) shall be referred to herein as the “Bar Order.” The proposed Order and Final Judgment Regarding Gianniotis will include a reciprocal order equal in scope to that contemplated in this ¶ 5.1 enjoining the Gianniotis Released Parties from bringing claims against Dimitris Melissanidis or any Dismissed Defendant.

5.2. Any final verdict or judgment that may be obtained by Lead Plaintiff or one or more of the other Settlement Class Members in connection with the violations of 15 U.S.C. §§ 78j(b) or 78t(a), 78t(b), whether individually or on behalf of a class, against any Person barred from seeking contribution pursuant to this Gianniotis Stipulation (a “Non-Dismissed Defendant Judgment”) shall be reduced, to the extent permitted by applicable law, by the greater of (a) the amount that corresponds to the percentage of responsibility attributed to the Gianniotis Released Parties under the Non-Dismissed Defendant Judgment; and (b) the gross monetary consideration provided to Lead Plaintiff or other Settlement Class Members pursuant to this Gianniotis Stipulation.

6. Use of the Gianniotis Settlement Fund

6.1. The Gianniotis Settlement Fund shall be applied as follows:

- (a) to pay all Notice and Administration Costs;
- (b) to pay the Taxes and Tax Expenses;
- (c) to pay attorneys’ fees and reimbursement of expenses of counsel for the Lead Plaintiff (the “Fee and Expense Award”), if and to the extent allowed by the Court;

- (d) to pay the time and expenses of Lead Plaintiff, if and to the extent allowed by the Court;
- (e) after the Effective Date, to distribute the Gianniotis Net Settlement Fund to Gianniotis Authorized Claimants as allowed by this Gianniotis Stipulation, or the Court; and
- (f) any other costs, expenses or amounts approved by the Court.

In no event shall the Gianniotis Released Parties bear any further or additional responsibility for any such costs or expenses beyond payment of the Gianniotis Settlement Amount and issuing notice pursuant to Class Action Fairness Act, 28 U.S.C. §1715 as set forth in Exhibit A hereto.

6.2. After the Gianniotis Settlement becomes Final, the Gianniotis Net Settlement Fund will be distributed in accordance with the Gianniotis Plan of Allocation, subject to Court approval.

6.3. Except as provided herein or pursuant to orders of the Court, the Gianniotis Net Settlement Fund shall remain in the Escrow Account prior to the distribution. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Gianniotis Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account in instruments or accounts backed by the full faith and credit of the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Issuance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. The Escrow Agent shall collect and reinvest all interest accrued thereon. The Escrow Agent shall

reinvest the proceeds of these instruments or accounts as they mature in similar instruments at their then-current market rates.

7. Taxes

7.1. The parties hereto agree that the Gianniotis Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Gianniotis Stipulation, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

7.2. For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gianniotis Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶ 7.1 hereof) shall be consistent with ¶ 7.1 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Gianniotis Settlement Fund shall be paid out of the Gianniotis Settlement Fund as provided in ¶ 7.3 hereof.

7.3. All (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Gianniotis Settlement Fund, including any Taxes or Tax detriments that may be imposed upon the Gianniotis Released Parties or their counsel with respect to any income earned by the Gianniotis Settlement Fund for any period during which the Gianniotis Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax

purposes, and (b) expenses and costs incurred in connection with the operation and implementation of this ¶ 7.3 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶ 7.3) (“Tax Expenses”) shall be paid out of the Gianniotis Settlement Fund. In all events, the Gianniotis Released Parties and their counsel shall have no liability or responsibility whatsoever for the Taxes or the Tax Expenses. The Gianniotis Settlement Fund shall indemnify and hold each of the Gianniotis Released Parties and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Gianniotis Settlement Fund and shall be timely paid by the Escrow Agent out of the Gianniotis Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Gianniotis Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(l)(2)). Neither the Gianniotis Released Parties nor their counsel are responsible for, nor shall they have any liability for, any Taxes or Tax Expenses. The Gianniotis Settling Parties hereto agree to cooperate with the Escrow Agent, each other, their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 7.3.

7.4. This is not a claims-made settlement. As of the Effective Date, Gianniotis, and/or any other Person funding the Settlement on his behalf, shall not have any right to the return of the Gianniotis Settlement Fund or any portion thereof irrespective of the number of Proof of Claim and Release forms filed, the collective amount of losses of Gianniotis Authorized Claimants, the

percentage of recovery of losses or the amounts to be paid to Gianniotis Authorized Claimants from the Gianniotis Net Settlement Fund. If any portion of the Gianniotis Net Settlement Fund remains following distribution pursuant to Section 6 and is of such an amount that, in the discretion of Lead Counsel, it is not cost effective or efficient to redistribute the amount to the Settlement Class, then such remaining funds, after payment of any further Notice and Administration Costs and Taxes and Tax Expenses, shall be donated to a 501(c)(3) organization selected by Lead Plaintiff and approved by the Court.

7.5. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to this Gianniotis Stipulation and/or further order(s) of the Court. Prior to the Effective Date, Counsel may pay up to \$300,000 from the Escrow Account, without further approval from Gianniotis or further order of the Court, for reasonable Notice and Administration Costs actually incurred. Such costs and expenses shall include, without limitation, the actual costs of publication, printing and mailing the Postcard Notice, reimbursements to nominee owners for forwarding the Postcard Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with searching for Settlement Class Members and providing the notices and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent. To the extent that Notice and Administration Costs exceed \$300,000, they may be paid only pursuant to further Order of the Court. In the event that the Gianniotis Settlement is terminated pursuant to the terms of this Gianniotis Stipulation, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to Gianniotis or to any insurer or other Person who paid any portion of the Gianniotis Settlement Fund. The finality of the Gianniotis Settlement shall

not be conditioned on any ruling by the Court concerning the Gianniotis Plan of Allocation or any award of attorneys' fees or reimbursement of Litigation Expenses. Any order or proceeding relating to a request for approval of the Gianniotis Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Gianniotis Settlement or affect or delay the Effective Date or the effectiveness or finality of the Order and Final Judgment Regarding Gianniotis and the release of the Gianniotis Released Claims. There shall be no distribution of any of the Gianniotis Net Settlement Fund to any Settlement Class Member until the Gianniotis Plan of Allocation is finally approved and such order of approval is affirmed on appeal and/or is no longer subject to review by appeal or certiorari, and the time for any petition for rehearing, appeal, or review, by certiorari or otherwise, has expired.

8. Lead Counsel's Attorneys' Fees and Litigation Expenses

8.1. Lead Counsel shall apply to the Court for an award from the Gianniotis Settlement Fund of (a) attorneys' fees, plus interest; and (b) reimbursement of Litigation Expenses from the Gianniotis Settlement Fund. Litigation Expenses may include reimbursement of the costs and expenses of Lead Plaintiff in accordance with 15 U.S.C. § 78u-4(a)(4).

8.2. With the sole exception of Gianniotis's obligation to pay the Gianniotis Settlement Amount, neither Gianniotis nor any of the Gianniotis Released Parties shall have any responsibility for, and/or liability with respect to, the attorneys' fees or reimbursement of Litigation Expenses that the Court may award in the Action.

8.3. The procedure for and amounts of any award of attorneys' fees and Litigation Expenses, and the allowance or disallowance by the Court thereof, shall not be a condition of the Gianniotis Settlement. Lead Counsel shall request that its application for an award of attorneys' fees and reimbursement of Litigation Expenses be considered by the Court separately from the Court's consideration of the fairness and adequacy of the Gianniotis Settlement. Any order or

proceedings relating to such request, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Gianniotis Settlement or affect the release of the Gianniotis Released Claims or the Gianniotis Released Parties' Claims. The finality of the Gianniotis Settlement shall not be conditioned on any ruling by the Court concerning Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses.

8.4. The attorneys' fees and reimbursement of Litigation Expenses, as awarded by the Court, shall be paid to Lead Counsel from the Escrow Account immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Gianniotis Settlement or any part thereof. If the Gianniotis Settlement is terminated for any reason or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of attorneys' fees and/or reimbursement of Litigation Expenses (including any award to pay the costs and expenses of Lead Plaintiff) is reduced or reversed, then, no later than thirty (30) days after receiving from a court of appropriate jurisdiction notice of the termination of the Gianniotis Settlement or notice of any reduction of the award of attorneys' fees and/or reimbursement of Litigation Expenses, Lead Counsel shall refund to the Gianniotis Settlement Fund all fees and Litigation Expenses previously paid to them from the Gianniotis Settlement Fund in an amount consistent with the reversal or modification, plus interest earned thereon, less any Taxes paid or that have accrued and will be payable at some later date with respect to such income, and less reasonable Notice and Administration Costs already incurred that either have been actually and properly paid or are due and owing pursuant to ¶ 6.1 herein.

9. Claims Administration

9.1. The Claims Administrator, subject to the supervision, direction and approval of Lead Counsel and the Court, shall administer and calculate the Proof of Claim and Release forms submitted by Settlement Class Members, oversee distribution of the Gianniotis Net Settlement Fund and perform all claims administration procedures necessary or appropriate in connection therewith. Neither Gianniotis nor any Gianniotis Released Party shall have any liability, obligation or responsibility for the notices, administration or processing of claims or of the Gianniotis Settlement or disbursement of the Gianniotis Net Settlement Fund including, without limitation, determinations as to the validity of any Proof of Claim and Release, the amounts of claims, distributions of the Gianniotis Net Settlement Fund or any loss incurred by the Escrow Agent or the Claims Administrator. Gianniotis shall cooperate in the administration of the Gianniotis Settlement to the extent reasonably necessary to effectuate its terms.

9.2. Lead Counsel shall cause the Claims Administrator to (i) mail the Postcard Notice (either via electronic mail where viable email addresses are known, or otherwise via first-class mail) to all individuals, entities, and institutions previously identified as potential members of the PwC Greece Settlement Class and/or the Deloitte Greece Settlement Class pursuant to the notice program instituted in connection with the Auditor Settlements (the “Original Notice Program”), (ii) cause the Detailed Notice to be disseminated via electronic mail where viable email addresses are known or otherwise via first-class mail to its proprietary database containing the names and mailing addresses and, in some instances, email addresses, of approximately 4,000 of the largest and most common banks, brokers and other nominees, known as the “Nominee List”; (iii) cause copies of the Claim Form, the Detailed Notice, the Summary Notice and Postcard Notice, as well as other documents relevant to the Gianniotis Settlement, to be posted in downloadable form on

the Settlement Website; and (iv) cause the Summary Notice to be published pursuant to the terms of the Gianniotis Preliminary Approval Order or whatever other form or manner might be ordered by the Court.

9.3. The Claims Administrator shall receive the Proof of Claim and Release forms and administer them according to a Gianniotis Plan of Allocation approved by this Court.

9.4. The future allocation of the Gianniotis Net Settlement Fund among Gianniotis Authorized Claimants is a matter separate and apart from the proposed Gianniotis Settlement between the Lead Plaintiff and Gianniotis, and any decision by the Court concerning the Gianniotis Plan of Allocation shall not affect the validity or finality of the proposed Gianniotis Settlement. The Gianniotis Plan of Allocation is not a necessary term of this Gianniotis Stipulation, and it is not a condition of this Gianniotis Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Gianniotis Settlement based on this Court's or any appellate court's ruling with respect to the Gianniotis Plan of Allocation or any plan of allocation in this Action.

9.5. Any Settlement Class Member who does not timely submit a valid Proof of Claim and Release at the time later set by the Court or has not already filed a Proof of Claim and Release pursuant to the Auditor Settlements will not be entitled to receive any distribution from the Gianniotis Net Settlement Fund but will nevertheless be bound by all of the terms of the Gianniotis Settlement, including the terms of the Order and Final Judgment Regarding Gianniotis to be entered in the Action and the releases provided for therein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Gianniotis Released Party concerning any Gianniotis Released Claim.

9.6. Lead Counsel shall be responsible for supervising the administration of the Gianniotis Settlement and disbursement of the Gianniotis Net Settlement Fund. Neither Gianniotis nor any other Gianniotis Released Party shall have any liability, obligation or responsibility whatsoever for the administration of the Gianniotis Settlement or disbursement of the Gianniotis Net Settlement Fund, nor shall Gianniotis object to the Gianniotis Plan of Allocation proposed by Lead Plaintiff. Neither Gianniotis nor any other Gianniotis Released Party shall be permitted to review, contest or object to any Proof of Claim and Release or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Proof of Claim and Release or claim for payment by a Settlement Class Member.

9.7. Lead Counsel will apply to the Court, with reasonable notice to Gianniotis, for a Distribution Order, *inter alia*: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of any Proof of Claim and Release submitted; (b) approving payment of any outstanding Notice and Administration Costs associated with the administration of the Settlement from the Escrow Account; and (c) if the conditions set forth in Section 6 above have occurred, directing payment of the Gianniotis Net Settlement Fund to Gianniotis Authorized Claimants.

9.8. Payment pursuant to a Distribution Order shall be final and conclusive against any and all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Gianniotis Net Settlement Fund, but otherwise shall be bound by all of the terms of this Gianniotis Stipulation and the Gianniotis Settlement, including the terms of the Order and Final Judgment Regarding Gianniotis to be entered in this Action and the releases provided for therein, and will be permanently barred

and enjoined from bringing any action against any and all Gianniotis Released Parties concerning any and all of the Gianniotis Released Claims.

9.9. All proceedings with respect to the administration, processing and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

10. Requests for Exclusion

10.1. A Settlement Class Member requesting exclusion from the Settlement Class for the Gianniotis Settlement shall be requested to provide the following information to the Claims Administrator: (a) name; (b) address; (c) telephone number; (d) identity and original face value of any Aegean securities purchased (or otherwise acquired) or sold; (e) prices or other consideration paid or received for such Aegean securities during the Settlement Class Period; (f) the date of each purchase or sale transaction; and (g) a statement that the Person or entity wishes to be excluded from the Settlement Class for the purpose of the Gianniotis Settlement. Any request for exclusion must also be signed by the Person or entity requesting exclusion. Unless otherwise ordered by the Court, any Settlement Class Member who does not submit a timely written request for exclusion as provided by this paragraph shall be bound by the Gianniotis Settlement, including the releases. Lead Plaintiff shall request that the deadline for submitting requests for exclusion be twenty-one (21) calendar days prior to the Final Approval Hearing.

10.2. The Claims Administrator shall scan and send electronically copies of all requests for exclusion in PDF format (or such other format as shall be agreed) to Gianniotis's Counsel and to Lead Counsel expeditiously and, in any event, not more than three (3) business days after the Claims Administrator receives such a request. As part of the motion papers in support of the Gianniotis Settlement of the Action, Lead Counsel will cause to be provided a list of all the Persons

who have requested exclusion from the Settlement Class, and shall cause to be certified that all requests for exclusion received by the Claims Administrator have been copied and provided to Gianniotis's Counsel.

10.3. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Detailed Notice shall have no rights under the Gianniotis Stipulation, shall not share in the distribution of the Gianniotis Net Settlement Fund, and shall not be bound by the Gianniotis Stipulation or any final judgment regarding Gianniotis. Unless otherwise ordered by the Court, any Settlement Class Member who does not submit a timely written request for exclusion as provided by this section shall be bound by the terms of the Gianniotis Stipulation including, without limitation, all of the releases provided for herein. The deadline for submitting requests for exclusion shall be set by the Court, but shall be no later than twenty-one (21) calendar days prior to the Final Approval Hearing, or as the Court may otherwise direct. Exclusion requests may not be submitted by e-mail, unless otherwise ordered by the Court.

11. Gianniotis Preliminary Approval Order and Final Approval Hearing

11.1. Promptly after execution of this Gianniotis Stipulation, and no later than 35 days thereafter, Lead Plaintiff, by and through Lead Counsel, with Gianniotis's Counsel's consent, shall submit the Gianniotis Stipulation together with its exhibits to the Court and shall move for entry of the Gianniotis Preliminary Approval Order substantially in the form attached hereto as Exhibit A.

12. Terms of the Order and Final Judgment Regarding Gianniotis

12.1. If the Gianniotis Settlement is approved by the Court, Lead Plaintiff, by and through Lead Counsel, with Gianniotis's Counsel's consent, shall request that the Court enter an Order and Final Judgment Regarding Gianniotis substantially in the form attached hereto as Exhibit B. The Gianniotis Settlement is expressly conditioned upon, among other things, the entry of an Order

and Final Judgment Regarding Gianniotis substantially in the form attached hereto as Exhibit B, including entry of the Bar Order.

13. Gianniotis Supplemental Agreement

13.1. Gianniotis shall have, in his sole and absolute discretion, the right to terminate the Gianniotis Settlement and render it null and void in the event that Settlement Class Members who purchased or otherwise acquired more than a certain percentage of Aegean securities during the Settlement Class Period exclude themselves from the Settlement Class, as set forth in a separate agreement (the “Gianniotis Supplemental Agreement”) executed between Lead Plaintiff and Gianniotis, by and through their counsel. The Gianniotis Supplemental Agreement, which is being executed concurrently herewith, will be filed with the Court under seal, in camera, and its terms shall otherwise not be disclosed in any other manner (other than the statements herein, to the extent necessary, or as otherwise provided in the Gianniotis Supplemental Agreement), unless a dispute arises between the Gianniotis Settling Parties concerning its interpretation or application.

14. Effective Date of Gianniotis Settlement, Waiver or Termination

14.1. The Effective Date of the Gianniotis Settlement shall be the latest date when all of the following shall have occurred:

14.1.1. Gianniotis has not exercised its option to terminate the Gianniotis Settlement pursuant to ¶ 14.2;

14.1.2. Entry of the Gianniotis Preliminary Approval Order attached hereto as Exhibit A or an order containing materially the same terms;

14.1.3. Approval by the Court of the Gianniotis Settlement following notice to the Settlement Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure;

14.1.4. Entry by the Court of the Order and Final Judgment Regarding Gianniotis and the expiration of any time for appeal or review of said Order and Final Judgment Regarding

Gianniotis or, if any appeal is filed and not dismissed, after the Order and Final Judgment Regarding Gianniotis is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by certiorari or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise, has expired; and

14.1.5. The Court has entered the Bar Order.

14.2. Gianniotis and Lead Plaintiff each shall have the right to terminate this Gianniotis Settlement and Gianniotis Stipulation by providing written notice of their election to do so (“Termination Notice”) to the other party within thirty (30) days of the date on which: (a) the Court declines to enter the Gianniotis Preliminary Approval Order in any material respect; (b) the Court refuses to approve this Gianniotis Settlement or any material part of it; (c) the Court declines to enter the Order and Final Judgment Regarding Gianniotis in any material respect; (d) the Order and Final Judgment Regarding Gianniotis is vacated, modified or reversed in any material respect; (e) the Court enters an order declining to enter the Bar Order in any material respect; (f) the Effective Date of the Gianniotis Settlement otherwise does not occur; or (g) any of the material terms of the Gianniotis Settlement, such as the payment of the Gianniotis Settlement Amount, is not satisfied. Gianniotis may also terminate the Gianniotis Settlement and this Gianniotis Stipulation pursuant to ¶ 13.1. The foregoing list is not intended to limit or impair the parties’ rights under the law of contracts of the State of New York with respect to any breach of this Gianniotis Stipulation. In the event the Gianniotis Settlement and this Gianniotis Stipulation are terminated, the provisions of ¶¶ 2.2, 4.4, 8.4, 14.3, 14.4 and 17.5 shall survive termination.

14.3. Except as otherwise provided herein, in the event the Gianniotis Settlement and this Gianniotis Stipulation are terminated or if the Effective Date fails to occur for any reason, the parties to this Gianniotis Stipulation shall be deemed to have reverted *nunc pro tunc* to their

respective status in the Action as of October 25, 2022, and, except as otherwise expressly provided, the parties shall proceed in all respects as if this Gianniotis Stipulation and any related orders had not been entered and without any prejudice in any way from the negotiation, fact or terms of this Gianniotis Settlement.

14.4. Except as otherwise provided herein, in the event of a withdrawal or termination of this Gianniotis Settlement for any reason, including but not limited to the reasons set forth in ¶ 14.2, then the balance of the Gianniotis Settlement Fund, less any Notice and Administration Costs paid or incurred and less any Taxes and Tax Expenses paid, incurred or owing, shall be refunded in accordance with the instructions of counsel for Gianniotis, including interest accrued thereon, within ten (10) business days.

15. Disputes or Controversies

15.1. Any dispute or controversy arising out of or relating to the terms set forth in Section 4 herein shall be resolved first by discussion among counsel for the Gianniotis Settling Parties and, failing that, by confidential mediation administered by a neutral mediator agreed upon by the Gianniotis Settling Parties. The mediation shall be conducted on a strictly confidential basis, and the Gianniotis Settling Parties shall not disclose the existence or nature of any claim, document, correspondence, briefing, exhibit or information exchanged or presented in connection with any claim; or any ruling, decision or result of any claim or argument (collectively, “Mediation Materials”) to any third party, with the exception of the Gianniotis Settling Parties’ respective legal counsel (who shall also be bound by these confidentiality terms), Gianniotis’ insurers and/or the insurers’ counsel, or under seal in any judicial proceeding commenced in connection with this ¶ 15.1 or to the extent that such disclosure is required or advisable pursuant to bank regulatory requirements, SEC requirements, or other legal or regulatory requirements. The mediation decision shall be final and binding upon the Gianniotis Settling Parties. Any award may be entered

as a judgment or order in any court of competent jurisdiction. Except as otherwise agreed, the Gianniotis Settling Parties shall share the mediation administrative fees (if any) and the mediator's fees and expenses, with Lead Plaintiff responsible for 50% and Gianniotis responsible for 50%. Each Party shall be responsible for its own attorneys' fees and costs, except as otherwise provided by any applicable statute or other law. Either Party may commence litigation in this Court to obtain injunctive relief in aid of mediation. The Gianniotis Settling Parties agree to take all steps necessary to protect the confidentiality of the Mediation Materials in connection with any such proceeding, agree to use their best efforts to file all confidential information (and documents containing confidential information) under seal and agree to the entry of an appropriate protective order encompassing the confidentiality terms of any settlement agreement. The seat of mediation, unless otherwise agreed, shall be New York, New York.

16. No Admission of Liability or Wrongdoing

16.1. Neither this Gianniotis Stipulation nor the Gianniotis Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Gianniotis Stipulation: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Gianniotis Released Claim, or of any wrongdoing or liability of Gianniotis or any Gianniotis Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Gianniotis or any Gianniotis Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal or forum whatsoever. Neither this Gianniotis Stipulation nor the Gianniotis Settlement, nor any of the terms and provisions of hereof, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Gianniotis Settlement, nor the fact of the Gianniotis Settlement, nor the settlement proceedings, nor any

statement in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages or of any wrongful conduct, acts or omissions on the part of Gianniotis or any of the Gianniotis Released Parties, or of any infirmity of any defense, or of any damages to Lead Plaintiff or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Gianniotis Released Parties concerning any fact or any purported liability, fault or wrongdoing of the Gianniotis Released Parties or any injury or damages to any Person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever. Gianniotis and/or any Gianniotis Released Party may, however, file or introduce this Gianniotis Stipulation and/or the Order and Final Judgment Regarding Gianniotis from this Action in any other action or proceeding (a) that may be brought against them in order to support a defense or counterclaim, including but not necessarily limited to defenses or counterclaims based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or (b) as may be necessary to enforce the Gianniotis Settlement or Gianniotis Supplemental Agreement or Order and Final Judgment Regarding Gianniotis, or (c) as otherwise required by law.

17. Miscellaneous Provisions

17.1. The Gianniotis Settling Parties: (a) acknowledge that it is their intent to consummate this Gianniotis Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Gianniotis Stipulation and

to exercise their best efforts to accomplish the foregoing terms and conditions of this Gianniotis Stipulation.

17.2. The Gianniotis Settling Parties and their counsel represent that they will not encourage or otherwise influence (or seek to influence) any Settlement Class Members to request exclusion from, or object to, the Gianniotis Settlement.

17.3. The Gianniotis Settling Parties intend this Gianniotis Stipulation to be a final and complete resolution of all disputes between them with respect to the Action. The Gianniotis Settlement compromises claims that are contested and shall not be deemed an admission by any settling party as to the merits of any claim or defense. The Order and Final Judgment Regarding Gianniotis will contain a finding that, during the course of the Action, the Gianniotis Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Gianniotis Settling Parties agree that the Gianniotis Settlement Amount and the other terms of the Gianniotis Settlement were negotiated in good-faith by the Gianniotis Settling Parties, and reflect a partial settlement that was reached voluntarily after consultation with competent legal counsel. In written press releases, public disclosures, statements to the media or promotional materials circulated either internally or externally, Lead Plaintiff, Lead Counsel, Gianniotis and Gianniotis's Counsel shall not make any accusations of wrongful or actionable conduct by any party or their counsel concerning the prosecution, defense and resolution of the Action, and shall not otherwise suggest that the Gianniotis Settlement embodied in this Gianniotis Stipulation constitutes an admission of any claims or defense alleged. The Gianniotis Settling Parties reserve their right to rebut, in a manner that such party determines to be

appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

17.4. Lead Plaintiff, Lead Counsel, and the attorneys, staff, experts and consultants assisting them in this Action agree that (a) they will not intentionally assist or cooperate with any Person or entity in the pursuit of legal action related to the subject matter of this Action against the Gianniotis Released Parties; (b) they will not intentionally assist or cooperate with any Person or entity seeking to publicly disparage or economically harm the Gianniotis Released Parties with respect to any matter relating to the subject of this Action; and (c) they will not discuss any confidential matters related to this Action or the Gianniotis Settlement with anyone. However, nothing herein prevents Lead Plaintiff, Lead Counsel and the attorneys, staff, experts and consultants assisting them in this Action from complying with any subpoena or court order requesting the provision of information related to the subject matter of this Action.

17.5. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Gianniotis Stipulation.

17.6. All of the exhibits to this Gianniotis Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

17.7. This Gianniotis Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Gianniotis Settling Parties or their respective successors-in-interest.

17.8. This Gianniotis Stipulation and the exhibits attached hereto constitute the entire agreement among the Gianniotis Settling Parties (other than the Gianniotis Supplemental Agreement) and no representations, warranties or inducements have been made to any party concerning this Gianniotis Stipulation or its exhibits other than the representations, warranties and

covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own fees and costs.

17.9. Lead Counsel, on behalf of the Settlement Class, is expressly authorized by Lead Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Gianniotis Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Gianniotis Stipulation on behalf of the Settlement Class which it deems appropriate.

17.10. Each counsel or other Person executing this Gianniotis Stipulation or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

17.11. This Gianniotis Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or scanned and sent via e-mail shall be deemed originals.

17.12. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (c) seven (7) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

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If to Lead Plaintiff or to Lead Counsel:

Nicole Lavallee
BERMAN TABACCO
425 California Street, Suite 2300
San Francisco, CA 94104
Telephone: (415) 433-3200
Email: nlavallee@bermantabacco.com

If to Gianniotis or to Gianniotis's counsel:

Brian A. Jacobs
MORVILLO ABRAMOWITZ GRAND IASON & ANELLO P.C.
565 Fifth Avenue
New York, NY 10017
Telephone: (212) 856-9600
Email: bjacobs@maglaw.com

17.13. This Gianniotis Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

17.14. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Gianniotis Stipulation, and the Gianniotis Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Gianniotis Stipulation.

17.15. The construction, interpretation, operation, effect and validity of this Gianniotis Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

IN WITNESS WHEREOF, the parties hereto have caused the Gianniotis Stipulation to be executed, by their duly authorized attorneys, dated April 21, 2023.

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BERMAN TABACCO

Joseph J. Tabacco, Jr.
Nicole Lavallee
Christopher T. Heffelfinger
Kristin J. Moody
Jeffrey V. Rocha
425 California Street, Ste. 2300
San Francisco, CA 94104
Telephone: (415) 433-3200

*Counsel for Lead Plaintiff Utah Retirement
Systems and Lead Counsel for the Class*

**MORVILLO ABRAMOWITZ GRAND
IASON & ANELLO P.C.**



Brian A. Jacobs
Jasmine Juteau
565 Fifth Avenue
New York, NY 10017
Telephone: (212) 856-9600

Counsel for Defendant Spyros Gianniotis

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE)
PETROLEUM NETWORK, INC.) Case No. 1:18-cv-04993 (NRB)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald
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_____)

**[PROPOSED] ORDER PRELIMINARILY APPROVING THE SETTLEMENT WITH
SPYROS GIANNIOTIS AND PROVIDING FOR NOTICE**

WHEREAS:

A. Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and defendant Spyros Gianniotis (“Gianniotis”) have entered into a settlement of the claims asserted in this Action against Gianniotis, the terms of which are set forth in the April 21, 2023 Stipulation and Agreement of Settlement with Spyros Gianniotis (the “Gianniotis Stipulation” or the “Gianniotis Settlement”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed Gianniotis Settlement of the claims asserted in the Action on the merits and with prejudice as against Gianniotis, and for the entry of final judgment releasing the Gianniotis Released Claims against Gianniotis and the Gianniotis Released Parties; and

B. The Court having read and considered the Gianniotis Stipulation and exhibits thereto, including the proposed (i) Detailed Notice; (ii) Summary Notice; (iii) Order and Final Judgment Regarding Gianniotis, and (iv) Postcard Notice, and submissions relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and

C. The Court preliminarily finds that the proposed Gianniotis Settlement appears to fall within the range of possible approval and is therefore sufficiently fair, reasonable and adequate to warrant providing notice of the Gianniotis Settlement to the Settlement Class based on the following:

(1) Lead Plaintiff and Lead Counsel have adequately represented the Settlement Class;

(2) the proposed Gianniotis Settlement resulted from informed, extensive arm’s-length negotiations between experienced counsel;

(3) the relief provided by the Gianniotis Settlement is adequate considering: (i) the costs, risks and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Members' claims; (iii) the application for attorneys' fees and reimbursement of Litigation Expenses; and (iv) the Gianniotis Supplemental Agreement identified by the parties pursuant Rule 23(e)(3); and

(4) the Gianniotis Settlement treats Settlement Class Members equitably relative to each other and to the claims against Gianniotis.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Gianniotis Stipulation.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Gianniotis Settlement only, the Action is hereby preliminarily certified as a class action on behalf of:

All Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action ("Dismissed Defendants") and their affiliates or subsidiaries; (c) present or former officers, directors, partners or controlling Persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors' and officers' liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any Person or entity described in the preceding categories.

Also excluded from the Settlement Class for the purpose of the Gianniotis Settlement is any Settlement Class Member that validly and timely requested exclusion in accordance with the requirements set by the Court.

3. The Court finds, for the purposes of the proposed Gianniotis Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that:

(a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable;

(b) there are questions of law and fact common to the Settlement Class;

(c) the claims of Lead Plaintiff are typical of the claims of the Settlement Class it seeks to represent;

(d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class;

(e) the questions of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Gianniotis Settlement only, Lead Plaintiff Utah Retirement Systems is preliminarily certified as the Class Representative and Lead Counsel Berman Tabacco is preliminarily certified as Class Counsel.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Lead Counsel is authorized to act on behalf of the Class Representative and other Settlement Class Members with

respect to all acts or consents required by or that may be given pursuant to the Gianniotis Stipulation, including all acts that are reasonably necessary to consummate the proposed Gianniotis Settlement.

6. The Court preliminarily finds that the Gianniotis Settlement should be approved as: (a) the result of serious, extensive arm's-length and non-collusive negotiations; (b) falling within a range of reasonableness warranting final approval; (c) having no obvious deficiencies; and (d) warranting notice of the proposed Gianniotis Settlement to Settlement Class Members and further consideration of the Gianniotis Settlement at the final fairness hearing described below.

7. A final approval hearing shall be held on [DATE TO BE INSERTED], 2023 at [TIME TO BE INSERTED] either via video or teleconference or in person at the United States District Court for the Southern District of New York, 500 Pearl Street, Courtroom 21A, New York, New York 10007 (the "Final Approval Hearing") to determine:

(a) whether the proposed Gianniotis Settlement on the terms and conditions provided for in the Gianniotis Stipulation is fair, reasonable and adequate, and should be approved by the Court;

(b) whether the Order and Final Judgment Regarding Gianniotis as provided under in the Gianniotis Stipulation should be entered dismissing the Action as to Gianniotis, on the merits and with prejudice, and entering final judgment as to the claims against Gianniotis;

(c) whether the release by the Settlement Class of the Gianniotis Released Claims against the Gianniotis Released Parties, as set forth in the Gianniotis Stipulation, should be ordered;

(d) whether the proposed Individual Defendants Plan of Allocation is fair, reasonable and adequate and should be approved;

EXHIBIT A

(e) whether to approve the application by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses; and

(f) any other matters as the Gianniotis Settling Parties may request or the Court may deem appropriate.

8. The Court approves the form, substance and requirements of the Detailed Notice, the Summary Notice and the Postcard Notice (together, the "Notices"), attached as Exhibits A-1 A-4 and A-5 to the Gianniotis Stipulation, and finds that the procedures established for publication, mailing and/or distribution of such Notices substantially in the manner and form set forth in this Order constitute the best notice practicable under the circumstances, are in full compliance with the notice requirements of due process, Rule 23 of the Federal Rules of Civil Procedure and due process, and shall constitute due and sufficient notice to all Persons entitled thereto.

9. The Court approves the selection of A.B. Data, Ltd. by Lead Counsel as the Claims Administrator.

10. The Claims Administrator is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than twenty-one (21) calendar days after entry of this order (the "Notice Date"), the Claims Administrator shall cause the Postcard Notice to be disseminated either via electronic mail where viable email addresses are known, or otherwise via first-class mail to all individuals, entities, and institutions previously identified as potential members of the PwC Greece Settlement Class and/or the Deloitte Greece Settlement Class pursuant to the notice program instituted in connection with the Auditor Settlements (the "Original Notice Program"). At the same time, the Claims Administrator shall cause the Detailed Notice to be disseminated via electronic mail where viable email addresses are known, or otherwise via first-class mail to its

EXHIBIT A

proprietary database containing the names and mailing addresses and, in some instances, email addresses, of approximately 4,000 of the largest and most common banks, brokers and other nominees, known as the “Nominee List.”

(b) By the Notice Date, the Claims Administrator shall additionally cause copies of the Proof of Claim and Release Form (“Claim Form”), the Detailed Notice, the Summary Notice and Postcard Notice as well as other documents relevant to the Gianniotis Settlement to be posted in downloadable form on the settlement website at www.aegeansecuritieslitigation.com (the “Settlement Website”);

(c) No later than the Notice Date, the Summary Notice, substantially in the form annexed as Exhibit A-4 to the Gianniotis Stipulation, shall be published once in the *Investor’s Business Daily* and once over a national newswire service; and

(d) At least ten (10) calendar days prior to the Final Approval Hearing, Lead Counsel shall cause to be served on Gianniotis’s Counsel (defined in ¶ 22 below) and filed with the Court proof, by affidavit or declaration, of such mailing and publishing.

11. Gianniotis shall complete service on the appropriate federal and state government officials of all notices required under the Class Action Fairness Act, 28 U.S.C. §1715, no later than ten (10) calendar days following the filing of the Gianniotis Stipulation with the Court.

12. To effectuate the provision of notice provided for in paragraph 10 hereof, the Claims Administrator shall continue to maintain the post office box where members of the Settlement Classes can send requests for exclusion or other correspondence relating to the Notices and claims process for the Gianniotis Settlement. The post office box address shall be listed in the Postcard Notice, Detailed Notice and Summary Notice, and also posted on the Settlement Website. The Detailed Notice shall designate said post office box as the return address for the purposes

designated in the Detailed Notice. The Claims Administrator shall be responsible for the receipt of all responses from the Settlement Class and, until further order of the Court, shall preserve all entries of appearance and all other written communications from Settlement Class Members, nominees or any other Person or entity in response to the Notices. The Claims Administrator shall additionally continue to maintain the toll-free telephone number established pursuant to the Original Notice Program, which shall be listed in the Postcard Notice, Detailed Notice and Summary Notice and posted on the Settlement Website.

13. The Claims Administrator shall use reasonable efforts to give notice to nominee owners such as brokerage firms and other Persons or entities who purchased or otherwise acquired the relevant securities as record owners but not as beneficial owners. Such nominees who hold or held such securities for beneficial owners who are Settlement Class Members are directed to send a copy of the Postcard Notice to the beneficial owner of the securities postmarked no more than seven (7) calendar days from the date of receipt of the Postcard Notice, or to provide the names and addresses of such Persons no later than seven (7) calendar days from the date of receipt of the Notice to the Claims Administrator at the address specified in the Postcard Notice, who shall promptly send a copy of the Postcard Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Gianniotis Net Settlement Fund.

14. All fees, costs and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the Gianniotis Settlement Fund as set forth in the Gianniotis

EXHIBIT A

Stipulation, and in no event shall Gianniotis bear any responsibility for such fees, costs or expenses. Lead Counsel may pay up to \$300,000 from the Escrow Account, without further approval from Gianniotis or further order of the Court, for reasonable Notice and Administration Costs actually incurred. Such costs and expenses shall include, without limitation, the actual costs of publication, printing and mailing the Postcard Notice, reimbursements to nominee owners for forwarding the Postcard Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with searching for Settlement Class Members and providing the Notices and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent. To the extent that Notice and Administration Costs exceed \$300,000, they may be paid only pursuant to further Order of the Court.

15. Lead Counsel or its agents are authorized and directed to prepare any tax returns required to be filed for the Escrow Account, to cause any Taxes or Tax Expenses due and owing to be paid from the Escrow Account without further Order of the Court and to otherwise perform all obligations with respect to Taxes and any reports or filings in respect thereof as contemplated by the Gianniotis Stipulation without further order of the Court.

16. Unless a request for exclusion from the Gianniotis Settlement is submitted, any claim already submitted in the Lead Plaintiff's settlements with PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece") and Deloitte Certified Public Accountants, S.A. ("Deloitte Greece") (together the "Auditor Settlements") will automatically be considered for recovery in the Gianniotis Settlement and should not be resubmitted in the Gianniotis Settlement.

17. Any member of the Settlement Class who did not submit a Claim Form in connection with the Auditor Settlements, but who wishes to receive a distribution from the Gianniotis Settlement, shall timely complete and submit a Claim Form in accordance with the

instructions contained therein. All Claim Forms must be postmarked or submitted electronically no later than _____, 2023 (a date one-hundred-twenty (120) calendar days from the Notice Date).

18. New Authorized Proof of Claims submitted in the Gianniotis Settlement will be deemed eligible for the Auditor Settlements.

19. Any member of the Gianniotis Settlement Class who did not submit a timely and valid Claim Form in the Auditor Settlements or does not submit a timely and valid Claim Form in the Gianniotis Settlement shall be barred from sharing in the distribution of the proceeds of the settlement funds but nonetheless will be bound by all of the terms of the Gianniotis Settlement, including the releases provided therein, and shall be barred and enjoined from bringing any action, claim, or other proceeding of any kind against any released party concerning any released claim, and shall be bound by any judgment or determination of the Court affecting the Members of the Settlement Classes.

20. Settlement Class Members shall be bound by all determinations and judgments in the Action, whether favorable or unfavorable and whether or not such Settlement Class Members submit Claim Forms or otherwise seek or obtain by any means any distribution from the Gianniotis Net Settlement Fund, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to request exclusion from the Gianniotis Settlement must mail the request in written form to the address designated in the Notices, such that it is received no later than twenty-one (21) calendar days prior to the Final Approval Hearing (“Request for Exclusion”). A Request for Exclusion must state: (a) name; (b) address; (c) telephone number; (d) identity and original face value of any Aegean securities purchased (or otherwise acquired) or sold; (e) prices or other consideration paid or

EXHIBIT A

received for such Aegean securities during the Settlement Class Period; (f) the date of each purchase or sale transaction; and (g) a statement that the Person or entity wishes to be excluded from the Settlement Class for the purpose of the Gianniotis Settlement. Any Request for Exclusion must also be signed by the Person or entity requesting exclusion. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph and the Notices shall have no rights under the Gianniotis Settlement, shall not share in the distribution of the Gianniotis Net Settlement Fund, and shall not be bound by the Gianniotis Settlement or any final judgment. The Request for Exclusion shall not be effective unless it provides the required information, is made within the time stated above or the exclusion is otherwise accepted by the Court. Unless otherwise ordered by the Court, any Person falling within the definition of the Settlement Class who fails to timely request exclusion from the Settlement Class in compliance with this paragraph shall be deemed to have waived his, her or its right to be excluded from the Settlement Class and shall be barred from requesting exclusion from the Settlement Class in this or any other proceeding. Any new valid and timely Requests for Exclusion will only apply to the Gianniotis Settlement and will have no effect on the Auditor Settlements, which were finally approved on September 14, 2022. ECF Nos. 402 & 404. Any requests for exclusion previously submitted for the Auditor Settlements will be deemed to be requests for exclusion to the Gianniotis Settlement unless a Gianniotis Proof of Claim is submitted.

21. Any Person or entity that requests to be and is excluded from the Settlement Class for the Gianniotis Settlement shall not be entitled to receive any payment out of the Gianniotis Net Settlement Fund, as described in the Gianniotis Stipulation and Notices.

22. Any member of the Settlement Class who has not requested exclusion from the Settlement Class may appear at the Final Approval Hearing, in person or through a duly authorized

EXHIBIT A

attorney, to show cause (a) why the proposed Gianniotis Settlement should not be approved as fair, reasonable and adequate; (b) why the Individual Defendants Plan of Allocation should not be approved; (c) why a judgment should not be entered thereon; or (d) why Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses should not be granted, *provided, however*, that no member of the Settlement Class shall be heard or entitled to contest the approval of the terms and conditions of the proposed Gianniotis Settlement, the Individual Defendants Plan of Allocation, or the Order and Final Judgment Regarding Gianniotis to be entered approving the same, unless no later than twenty-one (21) calendar days before the Final Approval Hearing, such Settlement Class Member has served by hand or by overnight delivery written objections setting forth the basis therefor, and copies of any supporting papers and briefs upon Lead Counsel, Nicole Lavalley, Esq., Berman Tabacco, 425 California Street, Ste. 2300, San Francisco, CA 94104, and Brian A. Jacobs, Morvillo Abramowitz Grand Iason & Anello P.C., 565 Fifth Avenue, New York, NY 10017 ("Gianniotis's Counsel"), and has filed said objections, papers and briefs, showing due proof of service upon Lead Counsel and Gianniotis's Counsel, with the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007. Any objection must include: (a) the full name, address, and phone number of the objecting Settlement Class Member; (b) a list and documentation of all of the Settlement Class Member's transactions involving Aegean securities included in the Settlement Class definition, including brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the prices paid and/or received; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all Persons who will be called to testify in support of the

objection; (f) a statement of whether the objector intends to appear at the Final Approval Hearing; (g) a list of other cases in which the objector or the objector's counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector's signature, even if represented by counsel. Persons who intend to object to the Gianniotis Settlement, the Individual Defendants Plan of Allocation and/or to Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and who desire to present evidence at the Final Approval Hearing must include in their written objections the exhibits they intend to introduce into evidence at the Final Approval Hearing. Should any objections be received, reply papers must be filed no later than seven (7) calendar days before the Final Approval Hearing.

23. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Gianniotis Settlement, the Individual Defendants Plan of Allocation, the Order and Final Judgment Regarding Gianniotis to be entered approving the Gianniotis Settlement or the application for attorneys' fees and reimbursement of Litigation Expenses. Any valid and timely objections will only apply to the Gianniotis Settlement and will have no effect on the Auditor Settlements.

24. The administration of the proposed Gianniotis Settlement and the determination of all disputed questions of law and fact with respect to the validity of any claim or right of any Person or entity to participate in the distribution of the Gianniotis Net Settlement Fund shall remain under the authority of this Court.

25. The Court expressly reserves the right to adjourn the Final Approval Hearing without any further notice to Settlement Class Members other than an announcement at the Final Approval Hearing. The Court further reserves the right to enter its Order and Final Judgment

EXHIBIT A

Regarding Gianniotis approving the Gianniotis Settlement and dismissing the Action on the merits and with prejudice as to Gianniotis, regardless of whether it has approved a plan of allocation or awarded attorneys' fees and reimbursement of Litigation Expenses.

26. Gianniotis shall not have any responsibility whatsoever for anything arising out of or related to the Individual Defendants Plan of Allocation or for any applications for attorneys' fees or reimbursement of Litigation Expenses that may be submitted in connection with final approval of this proposed Gianniotis Settlement, and such matters will be considered separately from the fairness, reasonableness and adequacy of the proposed Gianniotis Settlement.

27. In the event the proposed Gianniotis Settlement does not become Final for any reason (including any party's exercise of a valid right to terminate under the Gianniotis Stipulation), the Gianniotis Stipulation, except as otherwise provided therein, including any amendment(s) thereto, and this Order, including but not limited to the certification of the Settlement Class provided in ¶ 2 herein, shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any action or proceedings by any Person or entity, the Gianniotis Settling Parties shall be restored to their respective positions in the Action immediately before October 25, 2022, and, except as otherwise expressly provided, the parties shall proceed in all respects as if the Gianniotis Stipulation and any related orders had not been entered, and the balance of the Gianniotis Settlement Fund, less any Notice and Administration Costs and Taxes or Tax Expenses paid, incurred or due and owing in connection with the Gianniotis Settlement provided for herein, shall be refunded to Gianniotis (or some other party or entity at its direction) pursuant to written instructions from Gianniotis's Counsel in accordance with ¶ 14.2 of the Gianniotis Stipulation.

EXHIBIT A

28. Pending final determination of whether the proposed Gianniotis Settlement should be approved, neither Lead Plaintiff nor the Settlement Class Members, nor anyone who acts or purports to act on their behalf, shall institute, commence or prosecute any action that asserts any Gianniotis Released Claims against any of the Gianniotis Released Parties.

29. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Gianniotis Settlement.

30. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Gianniotis Stipulation and/or further order(s) of the Court.

31. All opening briefs and supporting documents in support of the final approval of the Gianniotis Settlement, the Individual Defendants Plan of Allocation and any applications by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses shall be filed and served by [TO BE INSERTED], 2023 (a date that is thirty-five (35) calendar days prior to the Final Approval Hearing). Replies to any objections shall be filed and served by [TO BE INSERTED], 2023 (a date that is seven (7) calendar days prior to the Final Approval Hearing).

32. Neither the Gianniotis Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant Gianniotis or any of the Gianniotis Released Parties as to the validity of any claims or as to the truth of any of the allegations in the Action, or of any liability, fault or wrongdoing of any kind.

33. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Members of the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Gianniotis Settlement. The

EXHIBIT A

Court may approve the proposed Gianniotis Settlement, with such modifications as may be agreed to by the Gianniotis Settling Parties, if appropriate, without further notice to the Settlement Class.

34. If the Gianniotis Stipulation and the Gianniotis Settlement set forth therein is not approved or consummated for any reason whatsoever, this Order shall be rendered null and void, and be of no further force and effect, except as otherwise provided by the Gianniotis Stipulation. This Order, the Gianniotis Stipulation, the proposed Gianniotis Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Gianniotis Settling Parties *status quo ante*.

35. Unless otherwise ordered by the Court, all proceedings against Gianniotis are stayed, except as may be necessary to implement the proposed Gianniotis Settlement or comply with the terms of the Gianniotis Stipulation or other agreement of the Gianniotis Settling Parties.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

Exhibit A-1

[EXHIBIT A-1 TO STIPULATION]

United States District Court For The Southern District of New York

*In re Aegean Marine Petroleum Network,
Inc. Securities Litigation*

Case No. 1:18-CV-04993 (NRB)
Hon. Naomi Reice Buchwald

Notice of (I) Pendency of Class Action and Proposed Individual Defendants Settlements; and
(II) Final Approval Hearing For The Individual Defendants Settlements, The Individual
Defendants Plan of Allocation and Motion For Approval of Attorneys' Fees and Reimbursement
of Litigation Expenses

**If You Purchased Aegean Marine Petroleum Network, Inc. Securities During The Period
Beginning February 27, 2014 Through November 5, 2018, Your Rights May Be Impacted By
Two Additional Individual Defendants Settlements In this Action And You May Be
Entitled To Payment From These Two Additional Settlements Totaling \$__.**

A Federal Court authorized this Detailed Notice. This is not a solicitation from a lawyer.

Notice of Pendency of Class Action: Please be advised that your rights may be affected by the
above-captioned securities class action lawsuit (the "Action"), pending in the United States District
Court for the Southern District of New York (the "Court"), if you purchased or otherwise acquired
Aegean Marine Petroleum Network, Inc. ("Aegean" or the "Company") securities between
February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were
allegedly damaged thereby.¹

Notice of Individual Defendants Settlements: Please also be advised that Court-appointed Lead
Plaintiff, Utah Retirement Systems ("URS" or "Lead Plaintiff"), on behalf of itself and the
Settlement Class (defined in Question 6 below), has reached two proposed settlements for \$__ (the
"Individual Defendants Settlements") of the Action with the remaining Defendants in this Action,
Spyros Gianniotis ("Gianniotis") (the "Gianniotis Settlement") (for \$__) and Dimitris Melissanidis
("Melissanidis" or the "Melissanidis Settlement") (for \$__). These Individual Defendants
Settlements are subject to Court approval.

Lead Plaintiff previously reached settlements with Deloitte Certified Public Accountants, S.A.
("Deloitte Greece") and PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece") for
\$14.9 million each, which settlements were approved by the Court on September 14, 2022 (the
"Auditor Settlements") (see Question 2).

¹ All capitalized terms that are not defined herein shall have the meaning ascribed to them in, as applicable,
the Stipulation and Agreement of Settlement with Spyros Gianniotis, dated April 21, 2023 (the "Gianniotis
Stipulation") and the Stipulation and Agreement of Settlement with Dimitris Melissanidis, dated April 21,
2023 (the "Melissanidis Stipulation") (collectively, the "Individual Defendants Stipulations"). Gianniotis
and Melissanidis are together referred to as the "Individual Defendants."

If you did not submit a Claim Form (defined below) in the Auditor Settlements, you may submit a Claim Form now to participate in the Individual Defendants Settlements. Claim Forms submitted for the Auditor Settlements will automatically be considered for recovery in the Individual Defendants Settlements, unless you request exclusion from the Individual Defendants Settlements, and should NOT be re-submitted for the Individual Defendants Settlements. Recovery for new Claim Forms submitted in the Individual Defendants Settlements will also be considered for recovery in the Auditor Settlements.

Description of the Securities Subject to the Individual Defendants Settlements: The securities subject to the Individual Defendants Settlements consist of: (a) the common stock of Aegean (Ticker: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker “ANW”); (b) Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (the “4.00% Notes”) (CUSIP: Y0020QAA9; ISIN: USY0020QAA95); (c) Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021 issued 12/19/2016 (the “4.25% Notes”) (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018); ISIN: US00773VAB27); (d) Aegean call options; and (e) Aegean put options (collectively referred to as the “Aegean Securities”).

Estimate of Average Amount of Recovery: Based on its damages consultant’s estimate of the number of Aegean common stock shares purchased or otherwise acquired during the Settlement Class Period and, assuming that all Settlement Class Members elect to participate in the Individual Defendants Settlements, Lead Plaintiff estimates that the average recovery (before the deduction of any Court-approved fees, expenses and costs described herein) is approximately \$__ per affected common share. Collectively, with the Auditor Settlements, Lead Plaintiff estimates that the average recovery on a per share basis (before the deduction of any Court-approved fees, expenses and costs described herein) is approximately \$__ per affected common stock. Lead Plaintiff, on behalf of itself and the Settlement Class, and the Individual Defendants (together, the “Settling Parties”) do not agree on the amount of recoverable damages or on the average amount of damages per share or the amount that would be recoverable if Lead Plaintiff were to prevail on each of its claims. Among other things, the Individual Defendants deny that they violated the federal securities laws or that any damages were incurred by any Settlement Class Member as a result of their alleged conduct.

PLEASE READ THIS DETAILED NOTICE CAREFULLY. This Detailed Notice explains important rights you may have, including the possible receipt of a payment from the Individual Defendants Settlements. Your legal rights may be affected even if you do nothing.

Your Legal Rights And Options With Respect To The Individual Defendants Settlements	
Submit a Claim Form Received or Postmarked by _____	If you did not submit a Claim Form for the Auditor Settlements, this is the only way to get a payment. <i>See</i> Questions 10 and 12. If you already submitted a Claim Form for the Auditor Settlements, please do not submit another Claim Form.

Your Legal Rights And Options With Respect To The Individual Defendants Settlements	
Ask To Be Excluded by Submitting a Written Exclusion Postmarked by ____.	You will receive no payment from these Individual Defendants Settlements. This is the only option that allows you to ever be part of any other lawsuit against the Individual Defendants or the other relevant Individual Defendants' released parties (as defined in Question 11 below) concerning the claims that were or could have been asserted in this Action. <i>See</i> Question 13. Note: Requests for exclusion previously submitted for the Auditor Settlements will be automatically considered to be requests for exclusion to the Individual Defendants Settlements unless a Claim Form is submitted for the Individual Defendants Settlements.
Object by Filing and Submitting Written Objections Postmarked by _____.	If you wish to object to the Individual Defendants Settlements, or anything else referenced in this Detailed Notice, you must file and submit a written objection. <i>See</i> Questions 16 and 17.
Participate in a Final Approval Hearing (which may be held in person, telephonically, by video or as otherwise ordered by the Court)	You may also request to be heard at the Final Approval Hearing, which may be held in person or virtually. <i>See</i> Questions 18-20.
Do Nothing	If you submitted a Claim Form for the Auditor Settlements, it will automatically be considered for recovery in the Individual Defendants Settlements, unless you file a request for exclusion to the Individual Defendants Settlements. However, if you did not submit a timely Claim Form in the Auditor Settlements and you do nothing in response to this Detailed Notice, (i) you will not be eligible to receive any payment from the Gianniotis Settlement Fund (defined below) or the Melissanidis Settlement Fund (defined below); (ii) you will, however, remain a member of the Settlement Class, which means you give up your right to sue about the claims that are resolved by the Individual Defendants Settlements (as well as the Auditor Settlements); and (iii) you will be bound by any judgments or orders entered by the Court in the Action against Gianniotis and Melissanidis (as well as the Auditor Defendants). <i>See</i> Question 21.

WHAT THIS DETAILED NOTICE CONTAINS

[insert page numbers]

BASIC INFORMATION

- | | |
|--|------|
| 1. Why did I get this Detailed Notice? | Page |
| 2. What is this case about? What has happened so far? | Page |
| 3. What is a class action? | Page |
| 4. Why are there Individual Defendants Settlements? | Page |
| 5. What might happen if there were no Individual Defendants Settlements? | Page |

WHO IS INCLUDED IN THE INDIVIDUAL DEFENDANTS SETTLEMENTS?

- | | |
|---|------|
| 6. How do I know if I am affected by the Individual Defendants Settlements? | Page |
| 7. Are there any exceptions to being included as a Settlement Class Member? | Page |
| 8. I am still not sure if I'm included. | Page |

THE INDIVIDUAL DEFENDANTS SETTLEMENTS BENEFITS

- | | |
|---|------|
| 9. What do the Individual Defendants Settlements provide? | Page |
| 10. How much will my payment be? When will I receive it? | Page |
| 11. What am I giving up to get a payment or stay in the Settlement Class? | Page |
| 12. How do I participate in the Individual Defendants Settlements?
What do I need to do? | Page |

EXCLUDING YOURSELF FROM THE INDIVIDUAL DEFENDANTS SETTLEMENTS

- | | |
|--|------|
| 13. What if I do not want to be part of the Individual Defendants Settlements?
How do I exclude myself? | Page |
|--|------|

THE LAWYERS REPRESENTING YOU

- | | |
|--------------------------------------|------|
| 14. Do I have a lawyer in this case? | Page |
| 15. How will the lawyers be paid? | Page |

OBJECTING TO THE INDIVIDUAL DEFENDANTS SETTLEMENTS

- | | |
|---|------|
| 16. How do I tell the Court that I do not like the Individual Defendants Settlements? | Page |
| 17. What's the difference between objecting and being excluded
from the Individual Defendants Settlements? | Page |

THE COURT'S FINAL APPROVAL HEARING

- | | |
|---|------|
| 18. When and where will the Court decide whether to approve
the Individual Defendants Settlements? | Page |
| 19. Do I have to come to the Final Approval Hearing? | Page |
| 20. May I speak at the Final Approval Hearing? | Page |

IF YOU DO NOTHING

21. What happens if I do nothing at all? Page

GETTING MORE INFORMATION

22. Are there more details about the Individual Defendants Settlements? Page

23. Who should I contact if I have questions? Page

SPECIAL NOTICE TO NOMINEES

24. Special Notice to Banks, Trustees, Brokerage Firms, or Other Nominees. Page

BASIC INFORMATION

1. Why did I get this Detailed Notice?

The Court has authorized this Detailed Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Individual Defendants Settlements in this Action. The issuance of this Detailed Notice is not an expression of any opinion by the Court concerning the merits of any claim against the Individual Defendants in the Action, and the Court still has to decide whether to approve the Individual Defendants Settlements.

Judge Naomi Reice Buchwald of the United States District Court for the Southern District of New York is overseeing this Action, which is captioned *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB).

2. What is this case about? What has happened so far?

Aegean was an international marine fuel logistics company founded in 1995 by Defendant Dimitris Melissanidis. The Company held its initial public offering in December 2006 and, until its bankruptcy filing in the fall of 2018, its common stock traded on the New York Stock Exchange.

On November 2, 2018, following an internal investigation by outside counsel and retained forensic accountants, the Company announced that a newly-formed Audit Committee had determined that: (a) the Company’s financial results were manipulated by improperly booking approximately \$200 million in accounts receivables from bogus transactions with four shell companies controlled by former employees or affiliates of the Company; (b) approximately \$300 million in cash and assets had been misappropriated by former affiliates, including through a 2010 contract with OilTank Engineering & Consulting Ltd.; (c) Aegean’s management perpetrated and concealed the alleged financial fraud through various means including the falsification and forging of records such as bank statements, audit confirmations, contracts, invoices and third party certifications; (d) the revenues and earnings of the Company were substantially overstated in the years 2015, 2016 and

2017 and that both year-end and interim financials for these periods should no longer be relied upon and would need to be restated; (e) there were material weaknesses in the Company's internal controls over financial reporting ("ICFR") as of December 31, 2015, 2016 and 2017 and, as such, management's annual report on ICFR as of December 31, 2015, and 2016 included in the Company's Annual Reports on Form 20-F filed with the U.S. Securities and Exchange Commission ("SEC"), and also for the 2017 interim results, should no longer be relied upon and would need to be restated; (f) insiders had engaged in additional actions to defraud the Company, including engaging in prepayments for future oil deliveries which were never made; and (g) the U.S. Department of Justice had issued a grand jury subpoena in connection with suspected felonies. Then, on November 6, 2018, Aegean commenced bankruptcy proceedings under Chapter 11 of the U.S. Bankruptcy Code in the Southern District of New York, Case No. 18-13374 (MEW).

On February 1, 2019, Lead Plaintiff filed its Consolidated Class Action Complaint (the "Complaint") alleging that certain officers and directors of Aegean (including Gianniotis and Melissanidis), PwC Greece, PricewaterhouseCoopers International Limited ("PwCIL"), PricewaterhouseCoopers LLP ("PwC US"), Deloitte Greece, Deloitte Touche Tohmatsu Limited ("DTTL") and Deloitte & Touche LLP ("Deloitte US") violated the federal securities laws. Among other things, Lead Plaintiff alleged that certain of the defendants engaged in a long-running, multi-faceted fraudulent scheme through which they (a) significantly overstated the Company's income and revenue; (b) overstated the Company's assets and the strength of its balance sheet; (c) misled investors concerning the adequacy of the Company's ICFR; and/or (d) misappropriated Company assets. Lead Plaintiff further alleges that, as a result, Defendants were liable for false and misleading statements to the investors during the Settlement Class Period. In particular, Lead Plaintiff alleges that Gianniotis, who served as Aegean's Chief Financial Officer since 2008, made false and misleading statements in press releases, at quarterly conference calls, in signed registration statements for the October 2013 and January 2015 public offerings, and in the Company's certified Form 20-Fs, filed with the SEC. Lead Plaintiff further alleges that Melissanidis profited from the alleged fraud and engaged in insider trading when Aegean repurchased 11,303,031 common shares that he beneficially owned, representing approximately 22% of common shares then outstanding, for proceeds of nearly \$100 million in 2016.

On March 29, 2021, the Court issued an order deciding the motions to dismiss filed by the Defendants to end the case. The Court (i) denied the motion by Gianniotis; (ii) denied PwC Greece and Deloitte Greece's joint motion to dismiss; and (iii) denied Melissanidis's motion to dismiss the insider trading claims, but granted his motion to dismiss the remain claim asserted against him. The Court granted motions to dismiss filed by the other Defendants. The parties have since engaged in extensive document discovery. Lead Plaintiff filed a motion asking the Court to certify a class.

Earlier, two settlements with PwC Greece and Deloitte Greece were reached (the "Auditor Settlements"). The Court granted final approval of the Auditor Settlements on September 14, 2023. **THE TIME TO OBJECT TO OR FILE REQUESTS FOR EXCLUSION FROM THE AUDITOR SETTLEMENTS HAS EXPIRED.**

On October 25, 2022, at the end of a second mediation, Lead Counsel and Gianniotis's Counsel reached an agreement in principle to settle all claims against Gianniotis. On March 22, 2023,

following numerous rounds of negotiations with the Honorable Stewart Aaron, Lead Counsel and Melissanidis's Counsel also reached an agreement in principle to settle all claims against Melissanidis.

3. What is a class action?

A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representative(s) or lead plaintiff(s), to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any Persons who choose to exclude themselves from the class. (For more information on excluding yourself from the Settlement Class, *see* Question 13.) In the Action, the Court has directed that Lead Plaintiff and Lead Counsel have primary responsibility for prosecuting all claims against Defendants on behalf of investors in the Aegean Securities described above during the Settlement Class Period.

4. Why are There Individual Defendants Settlements?

Lead Plaintiff and Lead Counsel believe that the claims asserted against the Individual Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the risks and challenges to establishing liability and collecting a judgment against the Individual Defendants, particularly since they are two foreign nationals living in Greece. These risks are outlined in Lead Plaintiff's Motion for Preliminary Approval of the Individual Defendants Settlements located at www.aegeansecuritieslitigation.com.

In light of the risks of collecting any sums after a trial as compared to the amount certain provided to the Settlement Class by way of the total payment of \$__ (the "Individual Defendants Settlement Amount") agreed to in the Individual Defendants Settlements, Lead Plaintiff and Lead Counsel believe that the proposed Individual Defendants Settlements are fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Individual Defendants Settlements provide a substantial benefit now, namely the payment of \$__ (\$__ from Gianniotis and \$__ from Melissanidis), as compared to the risk that the claims asserted in the Complaint would produce a similar, smaller or no recovery after summary judgment, trial and appeals and collection efforts, possibly years in the future.

The Individual Defendants have denied and continue to deny each of the claims alleged by Lead Plaintiff in the Action. Each of the Individual Defendants has expressly denied and continues to deny all charges of wrongdoing or liability against him arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. The Individual Defendants also have also denied and continue to deny, among other things, the allegations that Lead Plaintiff or the Settlement Class have suffered any damage or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged in the Action. Gianniotis and Melissanidis have asserted, and continue to assert, that their conduct was at all times proper and in compliance with all applicable provisions of law and believe that the evidence supports their

position that they acted properly at all times and that the Action is without merit. Nevertheless, the Individual Defendants have taken the uncertainty and risks inherent in any litigation into account, especially in a complex case such as this. The Individual Defendants have concluded that further conduct of the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled against them in the manner and upon the terms and conditions set forth in the Individual Defendants Stipulations.

The proposed Individual Defendants Settlements represent a compromise of disputed claims and do not mean that the Individual Defendants have been found liable for any claims asserted by Lead Plaintiff.

5. What might happen if there were no Individual Defendants Settlements?

If there were no Individual Defendants Settlements and Lead Plaintiff failed to establish any essential legal or factual element of its claims against the Individual Defendants, neither Lead Plaintiff nor the Settlement Class would recover anything from the Individual Defendants. Also, if the Individual Defendants were successful in proving any of their defenses, the Settlement Class could recover substantially less than the amount provided in the Individual Defendants Settlements, or nothing at all. Moreover, there is also a risk to collecting upon judgment against the Individual Defendants, who are Greek residents.

WHO IS INCLUDED IN THE INDIVIDUAL DEFENDANTS SETTLEMENTS?

6. How do I know if I am affected by the Individual Defendants Settlements?

For the purposes of the Individual Defendants Settlements, with the few exceptions listed in Question 7 below, everyone who fits the following description is a Settlement Class Member (the “Settlement Class”): All Persons who purchased or otherwise acquired Aegean Securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. For the purposes of the Individual Defendants Settlements, a “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, marital community, association, joint stock company, joint venture and joint venturer, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

All Settlement Class Members are entitled to share in the Gianniotis Net Settlement Fund created pursuant to the Gianniotis Settlement and the Melissanidis Net Settlement Fund created pursuant to the Melissanidis Settlement. The “Gianniotis Net Settlement Fund” and the “Melissanidis Net Settlement Fund” are the Settlement Amounts paid by each of the Individual Defendants plus any and all interest earned thereon (respectively, the “Gianniotis Settlement Fund” and the “Melissanidis Settlement Fund”) (together, the “Individual Defendants Settlement Funds”) less (a) any Taxes (“Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto); (b) any Notice and Administration Costs (“Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims

Administrator in connection with (i) providing notice to the Settlement Class; and (ii) administering the Individual Defendants Settlements claims process); (c) any Litigation Expenses (“Litigation Expenses” refers to the reasonable costs and expenses incurred in connection with commencing, prosecuting and settling the Action, which may include the costs and expenses of Lead Plaintiff directly related to its representation of the Settlement Class) awarded by the Court; (d) any attorneys’ fees plus interest awarded by the Court; (e) any other costs expenses or amounts as may be approved by the Court.

RECEIPT OF NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE INDIVIDUAL DEFENDANTS SETTLEMENTS.

7. Are there any exceptions to being included as a Settlement Class Member?

Yes. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”) and their affiliates or subsidiaries; (c) present or former officers, directors, partners or controlling Persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any Person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion to the Individual Defendants Settlements as approved by the Court.

8. I am still not sure if I’m included.

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator (who was selected by Lead Counsel and approved by the Court to provide all notices approved by the Court to potential Settlement Class Members) at 1-877-888-9760 (Toll Free) or you can fill out the Proof of Claim and Release form (the “Claim Form” is used for submitting a claim for the Individual Defendants Settlements, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit A-2 to both the Gianniotis Stipulation and the Melissanidis Stipulation), described in response to Question 12 below, to see if you qualify. You can also contact Lead Counsel at the addresses and phone numbers listed in Question 23 below. Please do not contact the Court.

THE INDIVIDUAL DEFENDANTS SETTLEMENTS BENEFITS

9. What do the Individual Defendants Settlements provide?

Individual Defendants have paid or will pay a total of \$__ into an escrow account (\$__ from Gianniotis and \$__ from Melissanidis). The \$__ from the Individual Defendants will earn interest, as provided for in the Individual Defendants Stipulations, for the benefit of all Settlement Class

Members as provided herein. After deduction of (i) Taxes imposed by any governmental authority, including, but not limited to, any local, state and federal taxes); (ii) Notice and Administration Costs; (iii) Litigation Expenses awarded by the Court; (iv) attorneys' fees plus interest awarded by the Court; and (v) any other costs, Litigation Expenses or amounts as may be approved by the Court, the balance of the escrow account (the Gianniotis Net Settlement Fund and the Melissanidis Net Settlement Fund) will be distributed to Settlement Class Members in accordance with the Individual Defendants Plan of Allocation, as applicable, discussed in Question 10.

In exchange for the Individual Defendants' payments, the claims described in response to Question 11 below will be released, relinquished, discharged and dismissed with prejudice.

Details regarding these Individual Defendants Settlements, as well as the Auditor Settlements are available at www.aegeansecuritieslitigation.com.

10. How much will my payment be? When will I receive it?

At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Individual Defendants Settlements. Your share of the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund will depend on the number of valid and timely Claim Forms that Settlement Class Members send in, how many units of Aegean common stock, debt-securities (notes) and/or options you bought and sold, and when you bought and sold them.

You should look at the Individual Defendants Plan of Allocation for a description of the calculations to be made by the Claims Administrator in computing the amounts to be paid to the "Authorized Claimants," that is, those investors who submit valid and timely Claim Forms establishing that they are Settlement Class Members. See www.aegeansecuritieslitigation.com.

The Individual Defendants Plan of Allocation will be submitted for the Court's approval; however, such approval shall in no way disturb or affect the Court's approval of the Individual Defendants Stipulations and shall be considered separate from the Court's "Order and Final Judgment Regarding Gianniotis" (defined in the Gianniotis Stipulation) and the Court's "Order and Final Judgment Regarding Melissanidis" (defined in the Melissanidis Stipulation) discussed in response to Question 11 below.

The objective of the Individual Defendants Plan of Allocation is to equitably distribute the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund to those Settlement Class Members who allegedly suffered economic losses as a result of the alleged wrongdoing against each of the Individual Defendants. Payment pursuant to the Individual Defendants Plan of Allocation will be conclusive against Authorized Claimants. No Person will have any claim against Lead Plaintiff, Lead Counsel, any other Plaintiff and Plaintiff's Counsel in the Action, the Individual Defendants, Gianniotis's Counsel, Melissanidis's Counsel, the other relevant Individual Defendants' released parties (as defined in Question 11 below) or their counsel, or the Claims Administrator or other agents designated by Lead Counsel, arising from distributions made substantially in accordance with the Individual Defendants Stipulations, the Individual Defendants Plan of Allocation or further orders of the Court. Gianniotis, Melissanidis, Gianniotis's Counsel,

Melissanidis's Counsel, the other relevant Individual Defendants' released parties and their counsel will have no responsibility or liability whatsoever for the investment or distribution of the Gianniotis Settlement Fund and/or the Melissanidis Settlement Fund, the Individual Defendants Plan of Allocation or the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of Taxes owed by the Gianniotis Settlement Fund and/or the Melissanidis Settlement Fund or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent and the Claims Administrator likewise will have no liability for their reasonable efforts to execute, administer and distribute the Individual Defendants Settlements.

Each Settlement Class Member will be deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her or its Claim Form. Persons and entities that exclude themselves from the Settlement Class will not be eligible to receive a distribution from the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund and should not submit Claim Forms.

The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the claim of any member of the Settlement Class.

Each of the Individual Defendants Settlements are conditioned on two main events: (a) the entry of Judgment by the Court, after the Court holds a hearing to decide whether to approve the specific the Individual Defendants Settlements, as provided for in the Gianniotis Stipulation and/or in the Melissanidis Stipulation ("Final Approval Hearing"); and (b) the expiration of the applicable period to file all appeals from the Orders and Final Judgments Regarding Gianniotis and/or Melissanidis. If either or both of the Individual Defendants Settlements are approved, it is possible there may be an appeal by someone. There is always uncertainty as to how these appeals will be resolved, and resolving them can take time, perhaps more than a year. Also, if certain conditions of the Gianniotis Settlement or the Melissanidis Settlement, as described in the Individual Defendants Stipulations, are not met, said Individual Defendants Settlements might be terminated and become null and void. In addition, the Claims Administrator will need time to process all of the timely claims before any distribution can be made.

Claim Forms previously submitted in the Auditor Settlements will automatically be considered for recovery in the Individual Defendants Settlements and should not be re-submitted in the Individual Defendants Settlements. Recovery for new Claim Forms submitted in the Individual Defendants Settlements will likewise be considered for recovery in the Gianniotis and Melissanidis Net Settlement Funds as well as the Net Settlement Funds for the Auditor Settlements.

11. What am I giving up to get a payment or stay in the Settlement Class?

If either or both Individual Defendants Settlements are approved, the Court will enter an orders and final judgments with prejudice for each, among other things, dismissing the claims against the Individual Defendants.

The Order and Final Judgment Regarding Gianniotis will dismiss the claims against Gianniotis with prejudice and will provide that Lead Plaintiff and all other Settlement Class Members will be

deemed to have—and by operation of the Order and Final Judgment Regarding Gianniotis will have—released, relinquished, dismissed and forever discharged the Gianniotis Released Claims, including Unknown Claims, against each and all of the Gianniotis Released Parties. The terms “Gianniotis Released Claims,” “Unknown Claims,” “Gianniotis Released Party” and “Gianniotis Released Parties” are defined in the Gianniotis Stipulation, which is uploaded to www.aegeansecuritieslitigation.com.

The Order and Final Judgment Regarding Melissanidis will dismiss the claims against Melissanidis with prejudice and will provide that Lead Plaintiff and all other Settlement Class Members will be deemed to have—and by operation of the Order and Final Judgment Regarding Melissanidis will have—released, relinquished, dismissed and forever discharged the Melissanidis Released Claims, including Unknown Claims, against each and all of the Melissanidis Released Parties. The terms “Melissanidis Released Claims,” “Unknown Claims,” “Melissanidis Released Party” and “Melissanidis Released Parties” are defined in the Melissanidis Stipulation, which is uploaded to www.aegeansecuritieslitigation.com.

The Gianniotis Stipulation and the Melissanidis Stipulation, available at www.aegeansecuritieslitigation.com, describe the released claims and released Persons in detail. Please read the Gianniotis Stipulation and the Melissanidis Stipulation carefully. If you have any questions, you can talk to the law firm listed in Question 23 at no cost to you.

12. How do I participate in the Individual Defendants Settlements? What do I need to do?

If you purchased or otherwise acquired the Aegean Securities described above, are not excluded by the definition of the Settlement Class and do not elect to exclude yourself from the Settlement Class, then you are a Settlement Class Member. As such, you will be bound by the proposed Individual Defendants Settlements if the Court approves either or both of them, and by any judgment or determination of the Court affecting the Settlement Class.

To qualify for payment from the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund, you must have recognized losses under the Individual Defendants Plan of Allocation and you must timely send in a Claim Form to the Claims Administrator. **Claim Forms submitted for the Auditor Settlements will automatically be considered for recovery in the Individual Defendants Settlements, unless you request exclusion from the Individual Defendants Settlements, and should NOT be re-submitted for the Individual Defendants Settlements.**

You may obtain a Claim Form on the Settlement Website maintained by the Claims Administrator, at www.aegeansecuritieslitigation.com. Read the instructions carefully, fill out the Claim Form, include all supporting documentation the Claim Form asks for, sign it, and either mail it postmarked no later than [TO BE INSERTED] or submit it electronically to [TO BE INSERTED] no later than [TO BE INSERTED]. Please retain all records of your ownership of and transactions in the Aegean Securities, as they may be needed to document your claim.

Unless the Court orders otherwise, if you have not or do not timely submit a Claim Form, you will be barred from receiving any payments from the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund but will in all other respects be bound by the Order and Final Judgment Regarding Gianniotis and the Order and Final Judgment Regarding Melissanidis.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. What if I do not want to be part of the Individual Defendants Settlements? How do I exclude myself?

Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Individual Defendants Settlements, whether favorable or unfavorable, unless such Person or entity mails, by first class mail (or its equivalent outside the U.S.), or otherwise delivers a written Request for Exclusion from the Settlement Class, addressed to:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

The exclusion request must be *postmarked* no later than [TO BE INSERTED]. Such Persons requesting exclusion are also directed to provide the following information: (a) name; (b) address; (c) telephone number; (d) identity and original face value of any Aegean Securities purchased (or otherwise acquired) or sold; (e) prices or other consideration paid or received for such Aegean Securities during the Settlement Class Period; (f) the date of each purchase or sale transaction; and (g) a statement that the Person or entity wishes to be excluded from the Settlement Class for the purpose of the Individual Defendants Settlements. Any request for exclusion must also be signed by the Person or entity requesting exclusion. Unless otherwise ordered by the Court, any Settlement Class Member who does not submit a timely written request for exclusion as provided by this paragraph shall be bound by the Individual Defendants Settlements, including the releases.

If a Person or entity requests to be excluded from the Settlement Class for the purpose of the Individual Defendants Settlements, that Person or entity will not receive any benefit provided for in the Individual Defendants Settlements.

Note: The deadline to submit a Request for Exclusion to the Auditor Settlements has passed. Any new Requests for Exclusion will only apply to the Individual Defendants Settlements.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed Berman Tabacco as Lead Counsel to represent all Settlement Class Members. Lead Counsel may be contacted at the address and phone number listed and listed in

response to Question 23 below. There is no need to retain your own lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

At the Final Approval Hearing, Lead Counsel will ask the Court to approve (a) payment of up to 25% of the Individual Defendants Settlement Funds, or approximately \$___ plus interest, for attorneys’ fees; and (b) for reimbursement of Counsel’s out-of-pocket expenses that were not reimbursed from the Auditor Settlements, which are estimated not to exceed \$120,000. The attorneys’ fees requested will compensate Lead Counsel for their work in continuing the prosecution of the Action and achieving the Individual Defendants Settlement Funds. The Court may, however, award less than this amount. In that case the difference will remain with the Individual Defendants Settlement Funds. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 78u-4(a)(4). Any fees and expenses awarded by the Court will be paid from the Individual Defendants Settlement Funds. Settlement Class Members are not personally liable for any such fees or expenses. The estimated average cost for such fees and expenses, if the Court approves Lead Counsel’s fee and expense application, is \$___ per affected common share. In connection with the Auditor Settlements, the Court approved Lead Plaintiff’s request for a Litigation Expense Fund of \$500,000 for the continued prosecution of the case. Lead Plaintiff’s request for expenses in connection with the Individual Defendants Settlements will be separate and apart from this Litigation Expense Fund, which currently has a balance of \$249,342.42 which belongs to the Settlement Class and will be returned to the Auditor Settlements Fund.

OBJECTING TO THE INDIVIDUAL DEFENDANTS SETTLEMENTS

16. How do I tell the Court that I do not like the Individual Defendants Settlements?

If you are a Settlement Class Member and do not request exclusion in accordance with the response to Question 13 above, you can tell the Court that you do not agree with the either or both of the Individual Defendants Settlements or any part of them, the Individual Defendants Plan of Allocation, Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses.

Objections or oppositions must be in writing. You must file any written objection or opposition, together with copies of all other supporting papers and briefs, with the Clerk’s Office at the United States District Court for the Southern District of New York at the address set forth below on or before [TO BE INSERTED]. You must also serve the papers on Lead Counsel for the Settlement Class and counsel for the Individual Defendants at the addresses set forth below so that the papers are *postmarked* on or before [TO BE INSERTED].

Clerk’s Office	Lead Counsel for the Settlement Class	Counsel For Gianniotis	Counsel For Melissanidis
UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	BERMAN TABACCO Nicole Lavallee 425 California Street, Suite 2300	MORVILLO ABRAMOWITZ GRAND IASON & ANELLO P.C.	

QUESTIONS? CALL 1-877-888-9760 (Toll Free) OR VISIT www.aegeansecuritieslitigation.com

500 Pearl Street
New York, New York
10007

San Francisco, CA 94104

Brian A. Jacobs
565 Fifth Avenue
New York, NY 10017

BOIES SCHILLER
FLEXNER LLP
Matthew L. Schwartz55
Hudson Yards
New York, NY 10001

Any objection must include: (a) the full name, address, and phone number of the objecting Settlement Class Member; (b) a list and supporting documentation evidencing all of the Settlement Class Member's transactions involving Aegean Securities included in the Settlement Class definition, including brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the prices paid and/or received; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all Persons who will be called to testify in support of the objection; (f) a statement of whether the objector intends to appear at the Final Approval Hearing; (g) a list of other cases in which the objector or the objector's counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector's signature, even if represented by counsel. Persons who intend to object to the Individual Defendants Settlements, the Individual Defendants Plan of Allocation and/or Lead Plaintiff's application for attorneys' fees and reimbursement of Litigation Expenses, and who desire to present evidence at the Final Approval Hearing, must include in their written objections the exhibits they intend to introduce into evidence at the Final Approval Hearing.

You may not object to the Individual Defendants Settlements, or any aspect of them, if you excluded yourself from the Settlement Class.

You may file a written objection without having to appear at the Final Approval Hearing. You may not appear at the Final Approval Hearing to present your objection, however, unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

You are not required to hire an attorney to represent you in making written objections or in appearing at the Final Approval Hearing. If you decide to hire an attorney, which will be at your own expense, he or she must file a Notice of Intent to Appear with the Court and serve it on Lead Counsel so that the notice is received on or before [TO BE INSERTED].

Note: The Auditor Settlements are final and the deadline to object to the Auditor Settlements has passed. Any new objections will only apply to the Gianniotis Settlement and/or to the Melissanidis Settlement.

17. What's the difference between objecting to and being excluded from the Individual Defendants Settlements?

Objecting is simply telling the Court that you do not like something about either or both of the Individual Defendants Settlements. You can object only if you stay in the Settlement Class.

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Individual Defendants Settlements, the Individual Defendants Plan of Allocation and any request for attorneys' fees and reimbursement of Litigation Expenses. You do not need participate in that hearing but are welcome to do so if you so desire. This hearing may be held in person, telephonically or virtually.

18. When and where will the Court decide whether to approve the Individual Defendants Settlements?

The Final Approval Hearing on these Individual Defendants Settlements will be held on [DATE TO BE INSERTED], at [TIME TO BE INSERTED], before the Honorable Naomi Reice Buchwald, United States District Judge, at the United States District Court for the Southern District of New York, either telephonically, via video conference or at 500 Pearl Street, Courtroom 21A, New York, New York 10007.

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Individual Defendants Settlements, the Gianniotis Plan of Allocation, the Melissanidis Plan of Allocation, and/or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

If there are objections, the Court will consider them. The Court has discretion to listen to people who have made a written request to speak at the hearing. After the hearing, the Court will decide whether to approve either or both of the Individual Defendants Settlements, the Gianniotis Plan of Allocation, the Melissanidis Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses. We do not know how long these decisions will take.

The hearing may be held telephonically, virtually or moved to a different location or time without additional notice, so it is a good idea to check with Lead Counsel, www.aegeansecuritieslitigation.com or call 1-877-888-9760.

19. Do I have to come to the Final Approval Hearing?

No. Lead Counsel will answer questions the Judge may have. But you are welcome to come at your own expense.

20. May I speak at the Final Approval Hearing?

Any Settlement Class Member who did not request to be excluded from the Settlement Class is entitled to appear at the Final Approval Hearing, in person or through a duly authorized attorney, and to show cause (a) why either or both of the Individual Defendants Settlements should not be approved as fair, reasonable and adequate (b) why the Gianniotis Plan of Allocation and/or the Melissanidis Plan of Allocation should or should not be approved; (c) why judgments should not be entered thereon; or (d) why Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses should not be granted. However, you may not be heard at the Final Approval Hearing unless, on or before [TO BE INSERTED], you file a Notice of Intent to Appear and a statement of the position that you will assert and the grounds for the position, together with copies of any supporting papers or briefs with the Clerk of the Court, United States District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007, as described in response Question 16 above.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

Claim Forms submitted for the Auditor Settlements will automatically be considered for recovery in the Individual Defendants Settlements unless you file a request for exclusion from the Settlement Class. However, if you did not submit a timely Claim Form in the Auditor Settlements and you do nothing in response to this Detailed Notice, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against the Individual Defendants about the legal issues in this Action ever again, unless you exclude yourself.

GETTING MORE INFORMATION

22. Are there more details about the Individual Defendants Settlements?

Yes. This Detailed Notice summarizes the proposed Individual Defendants Settlements. More details (including definitions of various terms used in this Detailed Notice) are contained in the pleadings and other papers in this Action, including the Individual Defendants Stipulations, which have been filed with the Court. Lead Plaintiff's final submissions in support of the Individual Defendants Settlements will be filed with the Court prior to the Final Approval Hearing. In addition, information about the Individual Defendants Settlements (including, among other documents, copies of the Gianniotis Stipulation, the Melissanidis Stipulation, the Claim Form and the Complaint) will be posted on the Settlement Website set up for this case: www.aegeansecuritieslitigation.com. If you have any further questions, you may contact Lead Counsel identified in the response to Question 23 below. You may also call the Claims Administrator at 1-877-888-9760 (Toll Free) to find answers to common questions about the Individual Defendants Settlements and obtain information about the status of the settlement approval process.

23. Who Should I Contact If I Have Questions?

All inquiries concerning this Detailed Notice or the Claim Form should be directed to either:

The Claims Administrator
In re Aegean Marine Petroleum Network, Inc.
Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173088
Milwaukee, WI 53217

Lead Counsel
Nicole Lavalley
BERMAN TABACCO
425 California Street, Suite 2300
San Francisco, CA 94104
Telephone: (415) 433-3200
law@bermantabacco.com

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF COURT REGARDING THIS DETAILED NOTICE.

SPECIAL NOTICE TO NOMINEES

24. Special Notice to Banks, Trustees, Brokerage Firms or Other Nominees

Note: The Court has approved notice of the Individual Defendants Settlements in a shortened postcard format (the "Postcard Notice") to individuals previously identified as potential Settlement Class members of the Auditor Settlements.

If you hold any Aegean Securities purchased during the Settlement Class Period as nominee for a beneficial owner, then you must adhere to the following procedures, as applicable:

- If in the notice program implemented in connection with the Auditor Settlements (the "Original Notice Program"), you provided the Claims Administrator with names and addresses of such beneficial owners, you do not need to take any additional action.
- If in the Original Notice Program, you elected to obtain bulk copies of the settlement notice from the Claims Administrator to provide to such beneficial owners yourself, you must provide the Postcard Notice to all such clients within seven (7) calendar days of receipt from the Claims Administrator.
- If you did not have any potential members of the Auditor Settlement Classes among your clients, you should determine whether you have since acquired any new clients who may be potential members of Settlement Class and, if you did, either provide the names and addresses of such clients to the Claims Administrator or request bulk copies of the Postcard Notice. The Claims Administrator will also provide this Detailed Notice and/or the Claim Form to any Person or entity who requests one.

The Claims Administrator may be reached as follows:

QUESTIONS? CALL 1-877-888-9760 (Toll Free) OR VISIT www.aegeansecuritieslitigation.com

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173088
Milwaukee, WI 53217

If you choose to mail the Postcard Notice yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of the Postcard Notice as you will need to complete the mailing. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may seek reimbursement of your reasonable expenses actually incurred in complying with these directions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed \$0.10 per mailing record provided to the Claims Administrator; \$0.50 per unit for each Postcard Notice actually mailed, which amount includes postage; and \$0.10 per Postcard Notice sent via email. Such properly documented expenses incurred by nominees in compliance with these directions shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

Dated: _____, 2023

By Order of the Clerk of Court
United States District Court
for the Southern District of New York

Exhibit A-2

United States District Court For The Southern District of New York

*In re Aegean Marine Petroleum Network,
Inc. Securities Litigation*

Case No. 1:18-CV-04993 (NRB)
Hon. Naomi Reice Buchwald

INDIVIDUAL DEFENDANTS PLAN OF ALLOCATION

THE INDIVIDUAL DEFENDANTS PLAN OF ALLOCATION

UNDERSTANDING YOUR PAYMENT

1. How will my claim be calculated for the Individual Defendants Settlements?	Page
Allocation of the Individual Defendants Net Settlement Funds	Page
Calculation of Recognized Loss Amounts for the Individual Defendants Settlements	Page
Transactions in Aegean Common Stock	Page
Transactions in Aegean 4.00% Notes	Page
Transactions in Aegean 4.25% Notes	Page
Transactions in Aegean Option Contracts	Page
Additional Provisions Regarding the Individual Defendants Settlements	Page

**THE INDIVIDUAL DEFENDANTS PLAN OF ALLOCATION
UNDERSTANDING YOUR PAYMENT**

1. How will my claim be calculated for the Individual Defendants Settlements?

1. As discussed in the Detailed Notice, the Individual Defendants Settlements are additional partial settlements that provide \$___ in cash (\$__ from Gianniotis and \$__ from Melissanidis), for the benefit of the members of the full Settlement Class who allegedly have claims against Gianniotis and/or Melissanidis (the “Individual Defendants”). The Melissanidis Settlement Amount and the Gianniotis Settlement Amounts constitute the “Individual Defendants Settlement Funds.” The Individual Defendant Settlement Funds after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Costs, Taxes and any other fees or expenses approved by the Court, are the “Individual Defendants Net Settlement Funds.” If the Individual Defendants Settlements are approved by the Court, the Individual Defendants Net Settlement Funds will be distributed to eligible Authorized Claimants – members of the entire Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court and who allegedly have a claim against Gianniotis and Melissanidis – in accordance with this proposed plan of allocation (“Individual Defendants Plan of Allocation”) or such other plan of allocation as the Court may approve. The Court may approve this proposed Individual Defendants Plan of Allocation, or modify it, without additional notice to the Settlement Class. This plan of allocation is identical to the Deloitte Greece Plan of Allocation posted on the Settlement Website: www.aegeansecuritieslitigation.com. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Individual Defendants Net Settlement Funds but will otherwise be bound by the Individual Defendants Settlements. Any order modifying the Individual

QUESTIONS? CALL 1-877-888-9760 (Toll Free) OR VISIT www.aegeansecuritieslitigation.com

Defendants Plan of Allocation will be posted on the Settlement Website: www.aegeansecuritieslitigation.com.

2. The objective of the Individual Defendants Plan of Allocation is to distribute the Individual Defendants Net Settlement Funds equitably among those Settlement Class Members who suffered economic losses as a proximate result of the Individual Defendants' alleged wrongdoing. Settlement Class Members who purchased or acquired Aegean Securities (or sold Aegean put options) during the Settlement Class Period and held through at least one partial disclosure allegedly have claims against the Individual Defendants. The Individual Defendants Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Individual Defendants Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover against Gianniotis and/or Melissanidis after a trial. Nor are the calculations in accordance with the Individual Defendants Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Individual Defendants Settlements. The computations under the Individual Defendants Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Individual Defendants Net Settlement Funds.

3. In order to have recoverable damages against Gianniotis and/or Melissanidis, Authorized Claimants must have either (a) purchased or otherwise acquired at least one of the following: (i) Aegean common stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the "4.00% Notes")¹; (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the "4.25% Notes")²; and/or (iv) Aegean call options; or (b) sold Aegean put options (collectively referred to as the "Aegean Securities") within the Settlement Class Period and have held through a partial disclosure.

4. The Individual Defendants Plan of Allocation was developed in consultation with Lead Plaintiff's damages consultant. In developing the Individual Defendants Plan of Allocation, Lead Plaintiff's damages consultant calculated the estimated amount of alleged artificial inflation in each of the Aegean Securities purchased or acquired during the Settlement Class Period. In calculating the estimated artificial inflation allegedly caused by Gianniotis's and/or Melissanidis's misconduct, Lead Plaintiff's damages consultant considered price changes in Aegean Securities in reaction to public disclosures that allegedly corrected the respective alleged misconduct, adjusting the price change for factors that were attributable to market and industry forces.

5. In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Lead Plaintiff alleges that corrective information (referred to as a "corrective disclosure") was released to the market on various dates: December 14, 2016; February 20, 2018; June 4, 2018; November 2, 2018; and November 6, 2018; thereby impacting the prices

¹ The CUSIP number for the 4.00% Notes is: Y0020QAA9.

² The CUSIP number for the 4.25% Notes is: 00773VAB2. Prior to February 12, 2018, the CUSIP number for the 4.25% Notes is: 00773VAA4.

of Aegean Securities on December 14, 2016; February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and November 7, 2018.

6. In order to have a “Recognized Loss Amount” under the Individual Defendants Plan of Allocation for the Individual Defendants Settlements against Gianniotis and/or Melissanidis, Aegean Securities must have been purchased or otherwise acquired during the Settlement Class Period and held through the issuance of at least one corrective disclosure.³

ALLOCATION OF THE INDIVIDUAL DEFENDANTS NET SETTLEMENT FUNDS

7. As detailed below, the Individual Defendants Net Settlement Funds will be allocated on a *pro rata* basis according to recognized claims for Settlement Class Member’s damages. The Individual Defendants Net Settlement Funds will be allocated to Authorized Claimants as follows: (a) at least 95% of the Individual Defendants Net Settlement Funds will be allocated collectively to Aegean common stock and the specified Aegean debt securities; and (b) no more than 5% of the Individual Defendants Net Settlement Funds will be allocated to options on Aegean common stock.

CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR THE INDIVIDUAL DEFENDANTS SETTLEMENTS

8. Based on the formulas stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Aegean Securities (or sold put options) during the Settlement Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or \$0.00 under the formula below, that Recognized Loss Amount will be \$0.00.

Transactions in Aegean Common Stock

9. For each share of Aegean publicly traded common stock purchased or otherwise acquired during the Settlement Class Period, the claim per share shall be as follows:

- (a) Sold prior to December 14, 2016, the Recognized Loss Amount will be \$0.00.
- (b) Sold from December 14, 2016 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1) less the sale price multiplied by the percent inflation at the time of sale (as presented in Table 1); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018 through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the purchase

³ Any transactions in Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

price multiplied by the percent inflation at the time of purchase (as presented in Table 1); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 2 below.

- (d) Held as of the close of trading on February 4, 2019 or sold thereafter, the Recognized Loss Amount per share will be ***the lesser of***: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); or (ii) the difference between the purchase price and \$0.04 per share.⁴

Transactions in Aegean 4.00% Notes

10. For each \$100 of par of Aegean 4.00% Notes purchased or otherwise acquired during the Settlement Class Period, and;

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be ***the lesser of***: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be ***the least of***: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 4 below.
- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be ***the lesser of***: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$20.83 per \$100 of par.⁵

⁴ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” 15 U.S.C. § 78u-4(e)(1). Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Aegean common stock during the 90-day look-back period. The mean (average) closing price for Aegean common stock during this 90-day look-back period was \$0.04.

⁵ The mean (average) closing price for the Aegean 4.00% Notes during this 90-day look-back period was \$20.83 per \$100 of par.

Transactions in Aegean 4.25% Notes

11. For each \$100 of par of Aegean 4.25% Notes purchased or otherwise acquired during the Settlement Class Period, and;
- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
 - (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
 - (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 5 below.
 - (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$19.92 per \$100 of par.⁶

Transactions in Aegean Option Contracts

12. In order to have a Recognized Loss Amount for options on Aegean common stock, the option contract must have been purchased or written (sold) and the position must have remained open through at least one of the following dates: December 14, 2016; February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and/or November 7, 2018.⁷
13. For call options on Aegean common stock purchased or otherwise acquired during the Settlement Class Period, and:

⁶ The mean (average) closing price for the Aegean 4.25% Notes during this 90-day look-back period was \$19.92 per \$100 of par.

⁷ To participate in the Individual Defendants Settlements, claimants must provide adequate documentation to establish that each call option and put option purchased or sold remained open through at least one of the corrective disclosures identified above. The Claims Administrator will determine if the claimant had a “Market Gain” or “Market Loss” with respect to his, her, or its overall transactions in Aegean options contracts during the Settlement Class Period. Only claimants who suffered an overall “Market Loss” in connection with his, her or its purchases or sales of Aegean options contracts shall be eligible to participate in the Individual Defendants Settlements. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option, and the purchase/sale price of the Aegean common stock is the exercise price of the option.

- (a) Closed (through sale, exercise or expiration) before December 14, 2016, the Recognized Loss Amount is \$0.00.
 - (b) Closed (through sale, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
 - (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the price paid for the call option less the proceeds received upon settlement (through sale, expiration or exercise) of the call option contract.
14. For call options on Aegean common stock written or otherwise sold, the Recognized Loss Amount is \$0.00.
15. For put options on Aegean common stock written or otherwise sold during the Settlement Class Period, and:
- (a) Closed (through purchase, exercise or expiration) before December 14, 2016, the Recognized Loss Amount is \$0.00.
 - (b) Closed (through purchase, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
 - (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the amount(s) paid upon settlement (through sale, expiration or exercise) of the put option contract less the initial proceeds received upon the sale of the put option contract.
16. For put options on Aegean common stock purchased or otherwise acquired, the Recognized Loss Amount is \$0.00.

**ADDITIONAL PROVISIONS REGARDING THE INDIVIDUAL DEFENDANTS
SETTLEMENTS**

17. If a claimant has more than one purchase or sale of Aegean Securities, purchases and sales will be matched on a First In, First Out (“FIFO”) basis for each respective security. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period.
18. A claimant’s “Recognized Claim” under the Individual Defendants Plan of Allocation will be the sum of his, her or its Recognized Loss Amounts.
19. The Individual Defendants Net Settlement Funds will be distributed to Authorized Claimants on a *pro rata* basis, based on the relative size of their Recognized Claims. Specifically,

a “Distribution Amount” (referring to the amount that the Court authorizes and directs to be distributed, in whole or in part, to Authorized Claimants) will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Individual Defendants Net Settlement Funds. If any Authorized Claimant’s Distribution Amount calculates to less than \$10, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

20. Purchases, acquisitions and sales of Aegean Securities will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Aegean Securities during the Settlement Class Period will not be deemed a purchase, acquisition or sale of Aegean Securities for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Aegean Securities unless: (i) the donor or decedent purchased or otherwise acquired the securities during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

21. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Aegean Securities. The date of a “short sale” is deemed to be the date of sale of Aegean Securities. However, under the Individual Defendants Plan of Allocation, the Recognized Loss Amount on “short sales” is \$0.00. In the event that a claimant has an opening short position in Aegean Securities, his, her or its earliest Settlement Class Period purchases or acquisitions of Aegean Securities will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

22. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option and the purchase/sale price of the Aegean common stock is the exercise price of the option.

23. If a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period, the value of the claimant’s Recognized Claim will be \$0.00. If a claimant suffered an overall market loss with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period but that market loss was less than the claimant’s total Recognized Claim calculated above, then the claimant’s Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining whether a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount⁸ and (ii) the sum of the Total

⁸ The “Total Purchase Amount” is the total amount the claimant paid (excluding commissions and other charges) for Aegean Securities purchased or acquired during the Settlement Class Period.

Sales Proceeds^{9,10} and Holding Value (for Aegean common stock and Notes only).¹¹ This difference will be deemed a claimant's market gain or loss with respect to his, her, or its overall transactions in Aegean Securities during the Settlement Class Period.

24. After the initial distribution of the Individual Defendants Net Settlement Funds, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Individual Defendants Settlements, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Individual Defendants Settlements, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Individual Defendants Net Settlement Funds is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

25. Payment pursuant to the Individual Defendants Plan of Allocation, or such other plan of allocation as may be approved by the Court for the Individual Defendants Settlements, shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages consultant, Defendants, Defendants' Counsel, any of the other Settlement Class Members, Gianniotis, Gianniotis's Counsel, Melissanidis, Melissanidis's Counsel, or the Claims Administrator or other agent designated by Lead Counsel

⁹ The Claims Administrator will match any sales of Aegean common stock from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean common stock sold from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

¹⁰ The Claims Administrator will match any sales of Aegean Convertible Notes from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean Convertible Notes sold from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

¹¹ The Claims Administrator will ascribe a value of \$0.12 per share for Aegean common stock purchased or acquired during the Settlement Class Period and still held as of the close of trading on November 7, 2018 (the "Holding Value"). The Claims Administrator will ascribe a Holding Value of \$17.20 per \$100 of par for Aegean 4.00% Notes purchased or acquired during the Settlement Class Period and still held as of the close of trading on November 7, 2018. The Claims Administrator will ascribe a Holding Value of \$15.54 per \$100 of par for Aegean 4.25% Notes purchased or acquired during the Settlement Class Period and still held as of the close of trading on November 7, 2018.

arising from distributions made substantially in accordance with the Gianniotis Stipulation and/or Melissanidis Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Gianniotis and his counsel, all other relevant Gianniotis Released Parties, Melissanidis and his counsel, and all other relevant Melissanidis Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Individual Defendants Settlement Funds or the Individual Defendants Net Settlement Funds; the Individual Defendants Plan of Allocation; the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent or any Claims Administrator likewise will have no liability for their reasonable efforts to execute administer and distribute the Individual Defendants Settlements.

26. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member or claimant.

27. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

TABLE 1**Decline in Inflation Per Share of Aegean Common Stock**

Date Range		Common Stock
Start Date	End Date	
2/27/2014	12/13/2016	98.37%
12/14/2016	2/20/2018	98.13%
2/21/2018	2/21/2018	97.04%
2/22/2018	6/4/2018	96.79%
6/5/2018	11/4/2018	86.95%
11/5/2018	11/6/2018	81.81%
11/7/2018	Thereafter	0.00%

TABLE 2**Aegean Common Stock Price and Average Closing Price**

Date	Closing Price	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$0.12	\$0.12	12/21/2018	\$0.03	\$0.05
11/8/2018	\$0.10	\$0.11	12/24/2018	\$0.03	\$0.05
11/9/2018	\$0.10	\$0.10	12/26/2018	\$0.03	\$0.05
11/12/2018	\$0.07	\$0.10	12/27/2018	\$0.03	\$0.05
11/13/2018	\$0.06	\$0.09	12/28/2018	\$0.03	\$0.05
11/14/2018	\$0.06	\$0.08	12/31/2018	\$0.03	\$0.05
11/15/2018	\$0.05	\$0.08	1/2/2019	\$0.03	\$0.05
11/16/2018	\$0.04	\$0.07	1/3/2019	\$0.03	\$0.04
11/19/2018	\$0.05	\$0.07	1/4/2019	\$0.03	\$0.04
11/20/2018	\$0.07	\$0.07	1/7/2019	\$0.03	\$0.04
11/21/2018	\$0.05	\$0.07	1/8/2019	\$0.03	\$0.04
11/23/2018	\$0.05	\$0.07	1/9/2019	\$0.03	\$0.04
11/26/2018	\$0.04	\$0.07	1/10/2019	\$0.03	\$0.04
11/27/2018	\$0.04	\$0.06	1/11/2019	\$0.03	\$0.04
11/28/2018	\$0.04	\$0.06	1/14/2019	\$0.03	\$0.04
11/29/2018	\$0.04	\$0.06	1/15/2019	\$0.03	\$0.04
11/30/2018	\$0.04	\$0.06	1/16/2019	\$0.03	\$0.04
12/3/2018	\$0.04	\$0.06	1/17/2019	\$0.03	\$0.04
12/4/2018	\$0.04	\$0.06	1/18/2019	\$0.03	\$0.04
12/6/2018	\$0.05	\$0.06	1/22/2019	\$0.03	\$0.04
12/7/2018	\$0.04	\$0.06	1/23/2019	\$0.03	\$0.04
12/10/2018	\$0.03	\$0.06	1/24/2019	\$0.03	\$0.04
12/11/2018	\$0.03	\$0.05	1/25/2019	\$0.03	\$0.04
12/12/2018	\$0.03	\$0.05	1/28/2019	\$0.03	\$0.04
12/13/2018	\$0.03	\$0.05	1/29/2019	\$0.03	\$0.04
12/14/2018	\$0.03	\$0.05	1/30/2019	\$0.03	\$0.04
12/17/2018	\$0.03	\$0.05	1/31/2019	\$0.03	\$0.04
12/18/2018	\$0.03	\$0.05	2/1/2019	\$0.03	\$0.04
12/19/2018	\$0.03	\$0.05	2/4/2019	\$0.03	\$0.04
12/20/2018	\$0.03	\$0.05			

TABLE 3**Inflation of Aegean Notes Per \$100 Par**

Date Range			
Start Date	End Date	4.00% Note	4.25% Note
2/27/2014	2/20/2018	\$88.12	\$91.85
2/21/2018	6/4/2018	\$87.82	\$90.72
6/5/2018	11/6/2018	\$77.79	\$74.15
11/7/2018	Thereafter	\$0.00	\$0.00

TABLE 4
Aegean 4.00% Convertible Unsecured Senior Note Value/Price and
Average Closing Value/Price

Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$17.20	\$17.20	12/21/2018	\$23.24	\$17.65
11/8/2018	\$26.59	\$21.89	12/24/2018	\$24.30	\$17.86
11/9/2018	\$18.50	\$20.76	12/26/2018	\$24.28	\$18.05
11/12/2018	\$20.43	\$20.68	12/27/2018	\$24.25	\$18.23
11/13/2018	\$19.52	\$20.45	12/28/2018	\$23.15	\$18.37
11/14/2018	\$19.52	\$20.29	12/31/2018	\$24.18	\$18.53
11/15/2018	\$17.29	\$19.86	1/2/2019	\$24.16	\$18.69
11/16/2018	\$17.05	\$19.51	1/3/2019	\$24.18	\$18.83
11/19/2018	\$18.25	\$19.37	1/4/2019	\$23.03	\$18.94
11/20/2018	\$16.24	\$19.06	1/7/2019	\$23.67	\$19.06
11/21/2018	\$14.66	\$18.66	1/8/2019	\$23.65	\$19.17
11/23/2018	\$14.13	\$18.28	1/9/2019	\$23.71	\$19.28
11/26/2018	\$13.90	\$17.94	1/10/2019	\$23.94	\$19.39
11/27/2018	\$14.06	\$17.67	1/11/2019	\$23.92	\$19.49
11/28/2018	\$12.70	\$17.34	1/14/2019	\$23.94	\$19.59
11/29/2018	\$14.28	\$17.14	1/15/2019	\$23.16	\$19.67
11/30/2018	\$14.35	\$16.98	1/16/2019	\$23.25	\$19.74
12/3/2018	\$14.34	\$16.83	1/17/2019	\$23.25	\$19.81
12/4/2018	\$14.30	\$16.70	1/18/2019	\$24.22	\$19.90
12/6/2018	\$14.16	\$16.57	1/22/2019	\$24.37	\$19.99
12/7/2018	\$14.17	\$16.46	1/23/2019	\$25.08	\$20.09
12/10/2018	\$14.11	\$16.35	1/24/2019	\$25.80	\$20.20
12/11/2018	\$14.41	\$16.27	1/25/2019	\$25.74	\$20.31
12/12/2018	\$14.71	\$16.20	1/28/2019	\$25.23	\$20.40
12/13/2018	\$21.00	\$16.39	1/29/2019	\$25.23	\$20.49
12/14/2018	\$21.04	\$16.57	1/30/2019	\$25.49	\$20.58
12/17/2018	\$22.68	\$16.80	1/31/2019	\$25.56	\$20.66
12/18/2018	\$22.95	\$17.02	2/1/2019	\$25.65	\$20.75
12/19/2018	\$24.09	\$17.26	2/4/2019	\$25.68	\$20.83
12/20/2018	\$23.25	\$17.46			

QUESTIONS? CALL 1-877-888-9760 (Toll Free) OR VISIT www.aegeansecuritieslitigation.com

TABLE 5

**Aegean 4.25% Convertible Unsecured Senior Note Value/Price and
Average Closing Value/Price**

Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$15.54	\$15.54	12/21/2018	\$23.58	\$16.16
11/8/2018	\$18.30	\$16.92	12/24/2018	\$23.58	\$16.39
11/9/2018	\$18.23	\$17.36	12/26/2018	\$23.58	\$16.61
11/12/2018	\$18.22	\$17.57	12/27/2018	\$23.60	\$16.81
11/13/2018	\$17.72	\$17.60	12/28/2018	\$23.59	\$17.01
11/14/2018	\$17.09	\$17.52	12/31/2018	\$23.60	\$17.19
11/15/2018	\$15.07	\$17.17	1/2/2019	\$23.61	\$17.36
11/16/2018	\$12.48	\$16.58	1/3/2019	\$23.60	\$17.53
11/19/2018	\$12.45	\$16.12	1/4/2019	\$23.61	\$17.68
11/20/2018	\$12.41	\$15.75	1/7/2019	\$22.16	\$17.79
11/21/2018	\$12.28	\$15.44	1/8/2019	\$22.09	\$17.90
11/23/2018	\$12.17	\$15.16	1/9/2019	\$22.32	\$18.00
11/26/2018	\$12.17	\$11.3	1/10/2019	\$23.34	\$18.13
11/27/2018	\$12.13	\$14.73	1/11/2019	\$23.29	\$18.25
11/28/2018	\$12.28	\$14.57	1/14/2019	\$23.44	\$18.36
11/29/2018	\$12.25	\$14.42	1/15/2019	\$23.38	\$18.47
11/30/2018	\$12.52	\$14.31	1/16/2019	\$23.38	\$18.57
12/3/2018	\$13.11	\$14.24	1/17/2019	\$23.38	\$18.67
12/4/2018	\$13.21	\$14.19	1/18/2019	\$25.44	\$18.81
12/6/2018	\$13.54	\$14.16	1/22/2019	\$25.09	\$18.94
12/7/2018	\$13.79	\$14.14	1/23/2019	\$25.64	\$19.07
12/10/2018	\$13.71	\$14.12	1/24/2019	\$25.41	\$19.19
12/11/2018	\$17.51	\$14.27	1/25/2019	\$25.20	\$19.30
12/12/2018	\$17.51	\$14.40	1/28/2019	\$25.20	\$19.41
12/13/2018	\$19.67	\$14.61	1/29/2019	\$25.52	\$19.53
12/14/2018	\$19.73	\$14.81	1/30/2019	\$25.06	\$19.62
12/17/2018	\$21.98	\$15.08	1/31/2019	\$25.32	\$19.72
12/18/2018	\$23.16	\$15.37	2/1/2019	\$25.53	\$19.82
12/19/2018	\$23.52	\$15.65	2/4/2019	\$25.44	\$19.92
12/20/2018	\$23.54	\$15.91			

Exhibit A-3

In re Aegean Marine Petroleum Network, Inc. Securities Litigation

c/o A.B. Data, Ltd.

P.O. Box 173088

Milwaukee, WI 53217

Toll-Free Number: 1-877-888-9760

Settlement Website: www.aegeansecuritieslitigation.com

Email: info@aegeansecuritieslitigation.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the Individual Defendants Settlement Funds in connection with the Individual Defendants Settlements in the action captioned *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 18-Civ-4993-NRB (S.D.N.Y.) (the “Action”), pending in the United States District Court for the Southern District of New York (the “Court”), you must be a Settlement Class Member and complete and sign this Proof of Claim and Release Form (“Claim Form” or “Claim”) and mail it by First-Class Mail to the above address, **postmarked no later than _____, 2023. However, please note that any Claim Forms already submitted in the prior Auditor Settlements will be automatically considered for recovery in the Individual Defendants Settlements and do not need to be re-submitted.**

Failure to submit your Claim Form by the date specified will subject your Claim to rejection and may preclude you from being eligible to recover any money in connection with the Individual Defendants Settlements.

Do not mail or deliver your Claim Form to the Court, the Settling Parties or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

TABLE OF CONTENTS

PAGE #

PART I – CLAIMANT INFORMATION

2

PART II – GENERAL INSTRUCTIONS

3

**PART III – SCHEDULE OF TRANSACTIONS IN
AEGEAN SECURITIES**

5

PART IV – RELEASE OF CLAIMS AND SIGNATURE

6

PART I – CLAIMANT INFORMATION

(Please read Part II. General Instructions below before completing this page.)

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner’s Name

Co-Beneficial Owner’s Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

Zip Code

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Foreign Country (only if not USA)

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (day)

Telephone Number (evening)

--	--

Email address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this Claim.)

Account Number (account(s) through which the Securities were traded)¹

Claimant Account Type (check appropriate box):

- | | | |
|---|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Estate | |
| <input type="checkbox"/> IRA/401K | <input type="checkbox"/> Other _____ | (please specify) |

¹ If the account number is unknown, you may leave blank. If filing for more than one account for the same legal entity, you may write “multiple.” Please see paragraph 11 of the General Instructions for more information on when to file separate Claim Forms for multiple accounts, *i.e.*, when you are filing on behalf of distinct legal entities.

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Pendency of Class Action and Proposed Individual Defendants Settlements; and (II) Final Approval Hearing For The Individual Defendants Settlements, The Individual Defendants Plan of Allocation and Motion For Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses (the “Detailed Notice”) that accompanies this Claim Form, including the Individual Defendants Plan of Allocation set forth in the Detailed Notice. Note: The Individual Defendants Settlements are the third and fourth proposed partial settlements in this Action and were entered into with the final two remaining defendants in this Action. The Detailed Notice describes the proposed Individual Defendants Settlements, how Settlement Class Members are affected by the Individual Defendants Settlements and the manner in which the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund will be distributed if the Individual Defendants Settlements and the Individual Defendants Plan of Allocation are approved by the Court. The Detailed Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Detailed Notice, including the terms of the releases described therein and provided for herein.

2. This Claim Form is directed to all Persons who purchased or otherwise acquired (a) Aegean Marine Petroleum, Inc. (“Aegean”) common stock (Tickers: ANW, ANWWQ) (CINS: Y0017S102) (“Common Stock”); (b) Aegean Notes (“Notes”): Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (CUSIP: Y0020QAA9, ISIN: USY0020QAA95) and/or Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021 issued 12/19/2016 (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018), ISIN: US00773VAB27); and/or (c) purchased call option contracts or sold put option contracts on Aegean Common Stock (collectively, “Aegean Securities”) during the period between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby (“Settlement Class”). Any Person who falls within the definition of the Settlement Class is referred to as a “Settlement Class Member.”

3. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”) and their affiliates or subsidiaries; (c) present or former officers, directors, partners or controlling Persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any Person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion to the Individual Defendants Settlements as approved by the Court.

4. If you are not a Settlement Class Member, do not submit a Claim Form. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE INDIVIDUAL DEFENDANTS SETTLEMENTS IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU ARE EXCLUDED FROM THE SETTLEMENT CLASS (AS SET FORTH IN PARAGRAPH 3 ABOVE), ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

5. If you are a Settlement Class Member, you will be bound by the terms of any judgments or orders entered in the Action related to the Gianniotis Released Parties and/or the Melissanidis Released Parties WHETHER OR NOT YOU SUBMIT A CLAIM FORM, unless you submit a request for exclusion from the Settlement Class. Thus, if you are a Settlement Class Member and do not request exclusion from the Gianniotis Settlement, the Order and Final Judgment Regarding Gianniotis will release, and enjoin the filing or continued prosecution of, the Gianniotis Released Claims against Gianniotis and the other Gianniotis Released Parties. And, if you are a Settlement Class Member and do not request exclusion from the Melissanidis Settlement, the Order and Final Judgment Regarding Melissanidis will release, and enjoin the filing or continued prosecution of, the Melissanidis Released Claims against Melissanidis and the other Melissanidis Released Parties.

6. You may be eligible to participate in the distribution of the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund as described herein only if you are a Member of the Settlement Class and if you complete and return this Claim Form as specified herein. If you fail to submit a timely, properly addressed, and completed Claim Form with the required documentation, your Claim may be rejected, and you may be precluded from receiving any distribution from the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund. However, please note that any Claim Forms already submitted in the prior Auditor Settlements will be automatically considered for recovery in the Individual Defendants Settlements and do not need to be re-submitted.

7. Submission of a Claim Form does not guarantee that you will share in the proceeds of the Individual Defendants Settlements. The distribution of the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund will be governed by the Individual Defendants Plan of Allocation, if it is approved by the Court, or by such other plan of allocation approved by the Court.

8. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) in and holdings of Aegean Securities. On the Schedule of Transactions, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Aegean Securities, whether such transactions resulted in a profit or a loss. Failure to report all transaction and holding information during the requested time periods may result in the rejection of your Claim.

9. Please note: To be eligible to receive a distribution under the Individual Defendants Plan of Allocation, you must be a Settlement Class Member and have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) during the Settlement Class Period.²

² Any transactions in the Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

10. You are required to submit genuine and sufficient documentation for all of your transactions and holdings of Aegean Securities set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Settling Parties and the Claims Administrator do not independently have information about your investments in Aegean Securities. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents.**

11. **One Claim Form should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (e.g., an individual should not combine his or her IRA holdings and transactions with holdings and transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single Person or legal entity had multiple accounts that were separately managed, separate Claim Forms may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Aegean Securities made on behalf of a single beneficial owner.

12. All joint beneficial owners must sign this Claim Form. If you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) and held the securities in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these securities, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

13. Agents, executors, administrators, guardians and trustees must complete and sign the Claim Form on behalf of Persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or Taxpayer Identification Number), address and telephone number of the beneficial owner of (or other Person or entity on whose behalf they are acting with respect to) the Aegean Securities; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the Person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade stock in another Person's accounts.)

14. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Aegean Securities you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

15. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your Claim and may subject you to civil liability or criminal prosecution.

16. If the Court approves either or both of the Individual Defendants Settlements, all payments to eligible Authorized Claimants pursuant to the Individual Defendants Plan of Allocation (or such other plan of allocation as the Court approves at a later time) will be made after the completion of all Claims processing. This could take substantial time. Please be patient.

17. **PLEASE NOTE:** As set forth in the Individual Defendants Plan of Allocation, each Authorized Claimant shall receive his, her or its *pro rata* share of the Gianniotis Net Settlement Fund and/or Melissanidis Net Settlement Fund. If the prorated payment to any Authorized Claimant, however, calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

18. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Detailed Notice, you may contact the Claims Administrator, A.B. Data, Ltd., by email at info@aegeansecuritieslitigation.com, or by toll-free phone at 1-877-888-9760, or you may download the documents from the Settlement Website, www.aegeansecuritieslitigation.com.

19. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement Website at www.aegeansecuritieslitigation.com, or you may email the Claims Administrator's electronic filing department at info@aegeansecuritieslitigation.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to that effect after processing your file with your Claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at info@aegeansecuritieslitigation.com to inquire about your file and confirm it was received and acceptable.

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL-FREE AT 1-877-888-9760.

PART III – SCHEDULE OF TRANSACTIONS IN AEGEAN SECURITIES

Complete this Part III if, and only if, you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) during the Settlement Class Period. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 10, above. Do not include information in this section regarding securities other than the following Aegean Securities: (i) Aegean Common Stock (Ticker: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker “ANW”); (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”) (CUSIP: Y0020QAA9; ISIN: USY0020QAA95); (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”) (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018); ISIN: US00773VAB27); and/or (iv) purchased call option contracts or sold put option contracts on Aegean Common Stock (collectively referred to as the “Aegean Securities”) within the Settlement Class Period.

SCHEDULE OF TRANSACTIONS IN AEGEAN COMMON STOCK

1. HOLDINGS OF AEGEAN COMMON STOCK AS OF FEBRUARY 26, 2014 – State the total number of shares of Aegean common stock (Tickers: ANW, ANWWQ) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

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2. PURCHASES/ACQUISITIONS OF AEGEAN COMMON STOCK FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean common stock (Tickers: ANW, ANWWQ; CINS: Y0017S102) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. SALES OF AEGEAN COMMON STOCK FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of Aegean common stock (Tickers: ANW, ANWWQ; CINS: Y0017S102) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

4. HOLDINGS OF AEGEAN COMMON STOCK AS OF FEBRUARY 4, 2019 – State the total number of shares of Aegean common stock (Tickers: ANW, ANWWQ; CINS: Y0017S102) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN 4.00% NOTES

5. HOLDINGS OF AEGEAN 4.00% NOTES AS OF FEBRUARY 26, 2014 – State the total number of \$100 par Aegean 4.00% Notes (CUSIP: Y0020QAA9; ISIN: USY0020QAA95) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

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6. PURCHASES/ACQUISITIONS OF AEGEAN 4.00% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean \$100 par 4.00% Notes (CUSIP: Y0020QAA9; ISIN: USY0020QAA95)) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of 100 Par Notes Purchased/ Acquired	Purchase/Acquisition Price Per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

7. SALES OF AEGEAN 4.00% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of \$100 par Aegean 4.00% Notes (CUSIP: Y0020QAA9; ISIN: USY0020QAA95) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

8. HOLDINGS OF AEGEAN 4.00% NOTES AS OF FEBRUARY 4, 2019 – State the total number of \$100 par Aegean 4.00% Notes (CUSIP: Y0020QAA9; ISIN: USY0020QAA95) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN 4.25% NOTES

9. HOLDINGS OF AEGEAN 4.25% NOTES AS OF FEBRUARY 26, 2014 – State the total number of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018); ISIN: US00773VAB27) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

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10. PURCHASES/ACQUISITIONS OF AEGEAN 4.25% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean \$100 par 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018); ISIN: US00773VAB27) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of 100 Par Notes Purchased/ Acquired	Purchase/Acquisition Price Per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

11. SALES OF AEGEAN 4.25% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018); ISIN: US00773VAB27) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Notes Sold	Sale Price Per Note	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

12. HOLDINGS OF AEGEAN 4.25% NOTES AS OF FEBRUARY 4, 2019 – State the total number of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN CALL OPTIONS

13. HOLDINGS OF CALL OPTION CONTRACTS ON AEGEAN COMMON STOCK – Separately list each Aegean Call Option held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Year)		Number of Call Option Contracts in Which You Had an Open Interest				
\$	/ /						
\$	/ /						
14. PURCHASES/ACQUISITIONS OF AEGEAN CALL OPTION CONTRACTS – Separately list each and every purchase/acquisition (including free receipts) of Aegean Call Option contracts from after the opening of trading on February 27, 2014, through and including the expiration date of any Aegean Call Option contracts that you held long as of the close of trading on February 4, 2019. (Must be documented.)							
Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Purchased/Acquired	Purchase Acquisition Price Per Call Option Contract	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)	Insert an “E” if Exercised Insert an “X” if Expired	Exercise Date (Month/Day/Year)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
15. SALES OF AEGEAN CALL OPTION CONTRACTS – Separately list each and every sale/disposition (including free deliveries) of Aegean Call Option contracts from after the opening of trading on February 27, 2014, through and including the expiration date of any Aegean Call Option contracts that you held long as of the close of trading on February 4, 2019. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Date of Sale (Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract		Insert an “E” if Exercised Insert an “X” if Expired	Total Sale Price (excluding taxes, commissions, and fees)
/ /	\$	/ /		\$			
/ /	\$	/ /		\$			
16. ENDING HOLDINGS OF AEGEAN CALL OPTION CONTRACTS – Separately list each Aegean Call Option held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract		Expiration Date of Call Option Contract (Month/Day/Year)		Number of Call Option Contracts in Which You Had an Open Interest			
\$		/ /					
\$		/ /					

SCHEDULE OF TRANSACTIONS IN AEGEAN PUT OPTIONS

17. HOLDINGS OF PUT OPTION CONTRACTS ON AEGEAN COMMON STOCK – Separately list each Aegean Put Option held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)		Number of Put Option Contracts in Which You Had an Open Interest				
\$	/ /						
\$	/ /						
B. SALES (WRITING) OF AEGEAN PUT OPTIONS – Separately list each and every sale (writing) (including free deliveries) of Aegean Put Option contracts from after opening of trading on February 27, 2014, through and including the expiration date of Aegean Put Option contracts that you held a short position in as of the close of trading on February 4, 2019. (Must be documented.)							
Date of Sale (Writing) (Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions, and fees)	Insert an “A” if Assigned Insert an “X” if Expired	Exercise Date (Month/Day/Year)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
C. PURCHASES/ACQUISITIONS OF AEGEAN PUT OPTIONS – Separately list each and every purchase/acquisition (including free receipts) of Aegean Put Option contracts from after opening of trading on February 27, 2014, through and including the expiration date of any Aegean Put Option contracts that you held a short position in as of the close of trading on February 4, 2019. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Purchased/Acquired	Purchase/Acquisition Price Per Put Option Contract		Insert an “A” if Assigned Insert an “X” if Expired	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /	\$	/ /		\$			
/ /	\$	/ /		\$			
D. ENDING HOLDINGS – Separately list all positions Aegean Put Option contracts that you had a short position in as of the close of trading on February 4, 2019, in which you had an open interest as of the expiration date. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract		Expiration Date of Put Option Contract (Month/Day/Year)		Number of Put Option Contracts in Which You Had an Open Interest			
\$		/ /					
\$		/ /					

PART VI – RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE XX OF THIS CLAIM FORM.

I (we) hereby acknowledge that, as of the Effective Date of the Gianniotis Settlement, pursuant to the terms set forth in the Gianniotis Stipulation, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment Regarding Gianniotis shall have, fully, finally and forever released, relinquished and discharged all Gianniotis Released Claims (as defined in the Gianniotis Stipulation and in the Detailed Notice) against Gianniotis and the Gianniotis Released Parties (as defined in the Gianniotis Stipulation and in the Detailed Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the Gianniotis Released Parties with respect to any such Gianniotis Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Gianniotis Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the Gianniotis Released Parties.

I (we) hereby acknowledge that, as of the Effective Date of the Melissanidis Settlement, pursuant to the terms set forth in the Melissanidis Stipulation, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment Regarding Melissanidis shall have, fully, finally and forever released, relinquished and discharged all Melissanidis Released Claims (as defined in the Melissanidis Stipulation and in the Detailed Notice) against Melissanidis and the Melissanidis Released Parties (as defined in the Melissanidis Stipulation and in the Detailed Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the Melissanidis Released Parties with respect to any such Melissanidis Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Melissanidis Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the Melissanidis Released Parties.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the Person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that I (we) have read and understand the contents of the Detailed Notice and this Claim Form, including the releases provided for in the Individual Defendants Settlements and the terms of the Individual Defendants Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Detailed Notice and in paragraph 2 on page 3 of this Claim Form, and is (are) not excluded from the Settlement Class by definition or pursuant to request as set forth in the Detailed Notice and in paragraph 3 on page 3 of this Claim Form;
3. that I (we) own(ed) Aegean Securities and have not assigned the claim against either of the Individual Defendants, the Gianniotis Released Parties or the Melissanidis Released Parties to another or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that the Claimant(s) has (have) not submitted any other Claim covering the same purchases/acquisitions of Aegean Securities and knows (know) of no other Person having done so on the Claimant's (Claimants') behalf;
5. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') Claim and for purposes of enforcing the releases set forth herein;
6. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator or the Court may require;
7. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the Court's summary disposition of the determination of the validity or amount of the Claim made by this Claim Form;
8. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and
9. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that he/she/it is no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he, she or it is subject to backup withholding, please strike out the language in the preceding sentence indicating that the Claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HERewith ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant

Date

Print your name here

Signature of joint Claimant, if any

Date

Print your name here

If the Claimant is other than an individual, or is not the Person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant

Date

Print your name here

Capacity of person signing on behalf of Claimant, if other than an individual, e.g., executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – see paragraph 13 on page 4 of this Claim Form.)

REMINDER CHECKLIST:

1. Please sign the above release and certification. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Remember to attach only **copies** of acceptable supporting documentation, as these documents will not be returned to you.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Do not send original security certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Claim Form and documentation for your own records.
6. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your Claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll-free at 1-877-888-9760.**
7. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. **If you** have any questions or concerns regarding your Claim, please contact the Claims Administrator at the address below, by email at info@aegeansecuritieslitigation.com, toll-free at 1-877-888-9760, or visit www.aegeansecuritieslitigation.com.

Please DO NOT call the Individual Defendants or any of the other Defendants or their counsel with questions regarding your Claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN _____, 2023, ADDRESSED AS FOLLOWS:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
 c/o A.B. Data, Ltd.
 P.O. Box 173088
 Milwaukee, WI 53217

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted if a postmark date on or before _____, 2023 is indicated on the envelope and it is mailed First-Class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173088
Milwaukee, WI 53217

COURT-APPROVED NOTICE REGARDING
In re Aegean Marine Petroleum Network, Inc. Securities Litigation

Exhibit A-4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE AEGEAN MARINE) Case No. 1:18-cv-04993 (NRB)
PETROLEUM NETWORK, INC.)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald

**SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION AND
PROPOSED INDIVIDUAL DEFENDANTS SETTLEMENTS; AND (II) FINAL APPROVAL
HEARING FOR THE INDIVIDUAL DEFENDANTS SETTLEMENTS, THE INDIVIDUAL
DEFENDANTS PLAN OF ALLOCATION AND MOTION FOR APPROVAL OF ATTORNEYS' FEES
AND REIMBURSEMENT OF LITIGATION EXPENSES**

TO: All Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. ("Aegean") securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby.

The securities subject to these proposed settlements consist of: (a) the common stock of Aegean (Tickers: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker "ANW"); (b) Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018, issued 10/23/2013 (CUSIP: Y0020QAA9; ISIN: USY0020QAA95); (c) Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021, issued 12/19/2016 (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018); ISIN: US00773VAB27); (d) Aegean call options; and (e) Aegean put options (collectively, "Aegean Securities").

Please read this notice carefully. Your rights may be affected by two proposed partial settlements, which are the third and fourth proposed partial settlements of a class action lawsuit pending in this court. Please do not contact the court, any defendant, or their counsel, regarding this notice. All questions about this notice, these proposed settlements, or your eligibility to participate in these proposed settlements should be directed to lead counsel or the claims administrator, whose contact information is provided below. Additional information about the proposed settlements is available on the Settlement Website: www.aegeansecuritieslitigation.com.

YOU ARE HEREBY NOTIFIED, that Utah Retirement Systems ("Lead Plaintiff"), on behalf of itself and the proposed Settlement Class, has reached two additional proposed settlements (one with Spyros Gianniotis ("Gianniotis") for \$__ in cash and one with Dimitris Melissanidis ("Melissanidis") for \$__ in cash) that will, among other things, resolve all claims against the two remaining Defendants in this Action, Gianniotis and Melissanidis (the "Individual Defendants") (the "Individual Defendants Settlements") if approved. **The Court previously approved settlements with the outside auditors (the "Auditor Settlements").**

YOU ARE ALSO NOTIFIED, that pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, a Settlement Class in the above-captioned litigation (the "Action") has been preliminarily certified for the purposes of these proposed Individual Defendants Settlements only.

A hearing (the "Final Approval Hearing") will be held before the Honorable Naomi Reice Buchwald, United States District Judge for the United States District Court for the Southern District of New York, either telephonically, via video conference, or at 500 Pearl Street, Courtroom 21-A, New York, New York, 10007 on [TO BE INSERTED], to, among other things, determine whether: (i) the proposed Individual Defendants

Settlements should be approved by the Court as fair, reasonable and adequate; (ii) the Action should be dismissed with prejudice against Gianniotis, final judgment should be entered as to the claims against Gianniotis and the Gianniotis Released Claims should be released as against the Gianniotis Released Parties, as set forth in the Stipulation and Agreement of Settlement with Spyros Gianniotis (“Gianniotis Stipulation”); (iii) the Action should be dismissed with prejudice against Melissanidis, final judgment should be entered as to the claims against Melissanidis and the Melissanidis Released Claims should be released as against the Melissanidis Released Parties, as set forth in the Stipulation and Agreement of Settlement with Dimitris Melissanidis (“Melissanidis Stipulation”); (iv) the proposed Individual Defendants Plan of Allocation for distribution of the Individual Defendants Settlement Funds and any interest earned thereon, less Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys’ fees awarded by the Court, and any other costs, expenses, or amounts as may be approved by the Court (the “Net Settlement Fund”) should be approved as fair and reasonable; and (v) whether Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses should be approved by the Court. The Court may change the date of the Final Approval Hearing without providing another notice. You do NOT need to attend the Final Approval Hearing in order to receive a distribution from the Gianniotis Net Settlement Fund and/or the Melissanidis Net Settlement Fund.

You may be a member of the Settlement Class if you purchased or acquired Aegean Securities between February 27, 2014 And November 5, 2018. If you are a Settlement Class Member, you may seek to participate to share in the Individual Defendants Settlements by submitting a Proof of Claim and Release Form (“Claim Form”) to the Claims Administrator at the address below. If you are a Settlement Class Member but do not file a Claim Form, you will still be bound by the releases set forth in the Gianniotis Stipulation if the Court enters an order approving the Gianniotis Settlement and/or the releases set forth in the Melissanidis Stipulation if the Court enters an order approving the Melissanidis Settlement.

ANY CLAIM FORMS ALREADY SUBMITTED IN THE AUDITOR SETTLEMENTS WILL BE AUTOMATICALLY CONSIDERED FOR RECOVERY IN THE INDIVIDUAL DEFENDANTS SETTLEMENTS AND DO NOT NEED TO BE RE-SUBMITTED. The full notice, entitled the Notice of (I) Pendency of Class Action and Proposed Individual Defendants Settlements; and (II) Final Approval Hearing For The Individual Defendants Settlements, The Individual Defendants Plan of Allocation and Motion For Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses (“Detailed Notice”), and the Claim Form, are each available on the Settlement Website www.aegeansecuritieslitigation.com, or by contacting the Claims Administrator:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173088
Milwaukee, WI 53217

Please refer to the Settlement Website for more detailed information and to review the documents pertaining to the proposed Individual Defendants Settlements. Inquiries may also be made to Lead Counsel:

Nicole Lavallee
BERMAN TABACCO
425 California Street, Ste. 2300
San Francisco, CA 94104
Telephone: (415) 433-3200
law@bermantabacco.com

If you are a potential Settlement Class Member, but wish to exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Detailed Notice, which can also be found on the Settlement Website, *postmarked no later than* [TO BE INSERTED]. If you are a potential Settlement Class Member and do not timely exclude yourself from the Settlement Class, you will be bound by any judgments or orders entered by the Court in the Action. Note: The deadline to submit a request for exclusion to the Auditor Settlements has passed. Any new requests for exclusion will only apply to the Individual Defendants Settlements.

Any objections to the proposed Individual Defendants Settlements, the Individual Defendants Plan of Allocation, and/or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses must be submitted to the Court in accordance with the instructions set forth in the Detailed Notice, *received no later than* [TO BE INSERTED], and filed with the Court *no later than* [TO BE INSERTED]. Note: The deadline to object to the Auditor Settlements has passed. Any new objections will only apply to the Gianniotis Settlement.

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
District Judge, United States District Court for the Southern District
of New York

Exhibit A-5

Lead Plaintiff in *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, Case No. 1:18-cv-04993 (S.D.N.Y.) has reached two proposed settlements totaling \$__ (the “Individual Defendants Settlements”) with the two remaining defendants in this action: \$__ with Spyros Gianniotis (“Gianniotis”), the former Chief Financial Officer of Aegean Marine Petroleum Network, Inc. (“Aegean”), and \$__ with Dimitris Melissanidis (“Melissanidis”), the founder of Aegean (together, the “Individual Defendants”). Lead Plaintiff previously reached settlements with Aegean’s outside auditors for a total of \$29.8 million (the “Auditor Settlements”). This class action is brought on behalf of purchasers of Aegean Securities alleging fraud concerning Aegean’s financial statements and value as well as insider trading. The Settling Defendants each deny all claims alleged against them and maintain they did nothing wrong.

Am I Included?

You may be a Member of the Settlement Class if you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. The cost to administer the Individual Defendants Settlements, expert costs and, if awarded, attorney fees and expenses will be paid out of the \$__ Individual Defendants Settlement Funds. More details, including the categories of Persons excluded from the Settlement Class, and the Gianniotis Stipulation and/or the Melissanidis Stipulation, are available at www.aegeansecuritieslitigation.com (the “Settlement Website”).

What Are My Options?

FILE A CLAIM. Any claims already submitted in the Auditor Settlements will be automatically considered for recovery in the Individual Defendants Settlements and do NOT need to be re-submitted. New Claim Forms in the Individual Defendants Settlements can be filed electronically on the Settlement Website or may be downloaded and mailed to the Claims Administrator. Claim Forms must be postmarked (if mailed) or submitted online by **Month 00, 2023**.

EXCLUDE YOURSELF. If you wish to exclude yourself from the Individual Defendants Settlements, you must do so in writing to the Claims Administrator by **Month 00, 2023**.

OBJECT. If you wish to object to the terms of the Individual Defendants Settlements, you must file and serve a written objection postmarked by mail no later than **Month 00, 2023**.

DO NOTHING. If you did not previously submit a claim and you do nothing now, you will both forfeit your right to receive a monetary benefit from the Individual Defendants Settlements, give up your right to assert claims against these Individual Defendants.

ATTEND A HEARING. The Court will hold a hearing on **Month 00, 2023 at XX:XX .m.**, to consider, among other things, whether to approve the Individual Defendants Settlements and a request by the lawyers representing the Class for up to 25% of the aggregate Individual Defendants Settlement Funds in attorneys’ fees plus reimbursement of Litigation Expenses. You may attend the hearing and ask to be heard by the Court, but you do not have to.

This is only a summary of the full notice (the “Detailed Notice”), which contains more detailed information. The Detailed Notice provides instructions on how to submit a Claim Form, request exclusion and object, all of which you must comply with. For more information, or to obtain a copy of the Detailed Notice, visit www.aegeansecuritieslitigation.com, or call 1-877-888-9760.

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE) Case No. 1:18-cv-04993 (NRB)
PETROLEUM NETWORK, INC.)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald
_____)

**[PROPOSED] ORDER AND FINAL JUDGMENT
REGARDING SPYROS GIANNIOTIS**

This matter came before the Court pursuant to the Order Preliminarily Approving Settlement with Spyros Gianniotis and Providing for Notice (“Notice Order”) dated _____, 2023 (ECF No. XX), on the application of the Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and Defendant Spyros Gianniotis (“Gianniotis”) to determine (i) whether the terms and conditions of the Stipulation and Agreement of Settlement with Spyros Gianniotis, dated April 21, 2023, (the “Gianniotis Stipulation” or the “Gianniotis Settlement”) are fair, reasonable and adequate for the settlement of all claims asserted by Lead Plaintiff on behalf of itself and the Settlement Class against defendant Gianniotis in the above-captioned Action, and should be approved; (ii) whether judgment should be entered dismissing the Action on the merits and with prejudice in favor of Gianniotis and as against all Persons or entities who are members of the Settlement Class herein who have not requested exclusion therefrom; and (iii) whether final judgment should be entered as to the claims against Gianniotis.

Due and adequate notice having been given to the Settlement Class as required in said Notice Order and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

EXHIBIT B

1. This Order and Final Judgment Regarding Spyros Gianniotis (“Order and Final Judgment Regarding Gianniotis”) hereby incorporates by reference the definitions in the Gianniotis Stipulation, and all capitalized terms shall have the same meanings as set forth in the Gianniotis Stipulation, unless otherwise defined herein.

2. This Court has jurisdiction to enter this Order and Final Judgment Regarding Gianniotis. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class Members.

3. The Court hereby certifies, for settlement purposes only, pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, a Settlement Class defined as:

All Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. (“Aegean”) securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”) and their affiliates or subsidiaries; (c) present or former officers, directors, partners or controlling Persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any Person or entity described in the preceding categories.

Also excluded from the Settlement Class for the purpose of the Gianniotis Settlement is any Settlement Class Member that validly and timely requested exclusion in accordance with the requirements set by the Court. A copy of the valid exclusions from the Gianniotis Settlement is attached hereto as **Exhibit 1**.

4. With respect to the Settlement Class, this Court finds, solely for the purposes of the Gianniotis Settlement (and without an adjudication of the merits), that the prerequisites for a class

action under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied, in that:

- (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable;
- (b) there are questions of law and fact common to the Settlement Class;
- (c) the claims of Lead Plaintiff are typical of the claims of the Settlement Class it seeks to represent;
- (d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class;
- (e) the questions of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and
- (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Gianniotis Settlement only, the Court hereby affirms its determination in its Notice Order (at ¶ 4) that Utah Retirement Systems is appointed as Class Representative.

6. Notice of the pendency of the Action as a class action and of the proposed Gianniotis Settlement was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Gianniotis Settlement met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 20 of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, constituted the best notice practicable

under the circumstances, and constituted due and sufficient notice to all Persons and entities entitled thereto.

7. Pursuant to and in compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that due and adequate notice of these proceedings was directed to all Persons and entities who are Settlement Class Members, advising them of the Gianniotis Settlement, and of their right to object thereto, and a full and fair opportunity was accorded to all Persons and entities who are Settlement Class Members to be heard with respect to the Gianniotis Settlement. Thus, it is hereby determined that all Settlement Class Members are bound by this Order and Final Judgment Regarding Gianniotis.

8. The Court has considered the objection(s) to the Gianniotis Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that the objection(s) is/are either without merit and/or is/are now moot, and is/are hereby overruled.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Gianniotis Settlement as set forth in the Gianniotis Stipulation, and finds that the Gianniotis Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class Members. This Court further finds that the Gianniotis Settlement set forth in the Gianniotis Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of the Gianniotis Settling Parties. Accordingly, the Gianniotis Settlement embodied in the Gianniotis Stipulation is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Gianniotis Stipulation.

10. The Court finds and concludes that the Gianniotis Settling Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal

EXHIBIT B

Rules of Civil Procedure in connection with the commencement, maintenance, prosecution, defense and settlement of the Action.

11. The Consolidated Class Action Complaint (“Complaint”) (ECF No. 81) is hereby dismissed on the merits with prejudice as against the Gianniotis Released Parties only and without costs except for the payments expressly provided for in the Gianniotis Stipulation.

12. Upon the Effective Date of the Gianniotis Settlement, and as provided in the Gianniotis Stipulation, Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Members ever seeks or obtains any disbursement from the Gianniotis Settlement Fund by any means, including without limitation by submitting a Proof of Claim and Release form) shall be deemed to have, and by operation of this Order and Final Judgment Regarding Gianniotis, shall have fully, finally and forever released, relinquished, dismissed and forever discharged all Gianniotis Released Claims (including Unknown Claims) against each and all of the Gianniotis Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Gianniotis Released Parties with respect to all such Gianniotis Released Claims. Claims to enforce the terms of the Gianniotis Stipulation are not released.

13. Upon the Effective Date of the Gianniotis Settlement, Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Members ever seeks or obtains any disbursement from the Gianniotis Settlement Fund by any means, including without limitation by submitting a Proof of Claim and Release form), are permanently barred and enjoined from asserting, commencing,

EXHIBIT B

prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of any action or other proceeding, in any forum, asserting any Gianniotis Released Claim against any of the Gianniotis Released Parties.

14. Upon the Effective Date of the Gianniotis Settlement, Gianniotis and each of the Gianniotis Released Parties shall be deemed to have released, dismissed and forever discharged all Gianniotis Released Parties' Claims against Lead Plaintiff and their respective attorneys, and all other Settlement Class Members.

15. The facts and terms of the Gianniotis Stipulation, including the exhibits thereto, this Order and Final Judgment Regarding Gianniotis, all negotiations, discussions, drafts and proceedings in connection with the Gianniotis Settlement, and any act performed or document signed in connection with the Gianniotis Settlement:

(a) shall not be offered or received against the Gianniotis Released Parties, Lead Plaintiff or the other Members of the Settlement Class as evidence of, or be deemed to be evidence of, any presumption, concession or admission by any of the Gianniotis Released Parties or by Lead Plaintiff or the other members of the Settlement Class with respect to the truth of any fact alleged by Lead Plaintiff or the validity, or lack thereof, of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault or wrongdoing of the Gianniotis Released Parties;

(b) shall not be offered or received against the Gianniotis Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Gianniotis Released

EXHIBIT B

Party, or against Lead Plaintiff or any of the other Members of the Settlement Class as evidence of any infirmity in the claims of Lead Plaintiff and the other Members of the Settlement Class;

(c) shall not be offered or received against the Gianniotis Released Parties, Lead Plaintiff or the other Members of the Settlement Class as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Gianniotis Stipulation, in any arbitration proceeding or other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Gianniotis Stipulation;

(d) shall not be construed against the Gianniotis Released Parties, Lead Counsel or Lead Plaintiff or the other Members of the Settlement Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or the other Members of the Settlement Class or any of them that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the Gianniotis Settlement Fund.

16. The Court reserves jurisdiction, without affecting in any way the finality of this Order and Final Judgment Regarding Gianniotis, over: (a) implementation and enforcement of the Gianniotis Settlement; (b) the allowance, disallowance or adjustment of any Settlement Class Member's claim on equitable grounds and any award or distribution of the Gianniotis Settlement Fund; (c) disposition of the Gianniotis Settlement Fund; (d) hearing and determining Lead Counsel's application for attorneys' fees, costs, interest and expenses, including fees and costs of

EXHIBIT B

experts and/or consultants; (e) enforcing and administering this Order and Final Judgment Regarding Gianniotis; (f) enforcing and administering the Gianniotis Stipulation, including any releases and bar orders executed in connection therewith; and (g) other matters related or ancillary to the foregoing.

18. Any plan of allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and reimbursement of costs and expenses application shall in no way disturb or affect this Judgment and shall be considered separate from this Order and Final Judgment Regarding Gianniotis.

19. In the event that the Gianniotis Settlement does not become effective in accordance with the terms of the Gianniotis Stipulation or in the event that the Gianniotis Settlement Fund, or any portion thereof, is returned to Gianniotis or any insurer who might pay on their behalf, then this Order and Final Judgment Regarding Gianniotis shall be rendered null and void to the extent provided by and in accordance with the Gianniotis Stipulation, and shall be vacated to the extent provided by the Gianniotis Stipulation and, in such event: (a) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Gianniotis Stipulation; (b) the fact of the Gianniotis Settlement shall not be admissible in any trial of the Action and the parties to the Gianniotis Stipulation shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action immediately before October 25, 2022; (c) the certification of the Settlement Class, including the findings in paragraph 4 herein, shall be null and void without further Court action; and (d) the balance of the Gianniotis Settlement Fund, less any Notice and Administration Costs paid or incurred and less any Taxes and Tax Expenses paid, incurred, or owing, shall be returned in full as provided in the Gianniotis Stipulation.

EXHIBIT B

20. As a material condition of the Gianniotis Settlement, the Court hereby permanently bars, enjoins and restrains as follows: Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Members ever seeks or obtains any disbursement from the Gianniotis Settlement Fund by any means, including without limitation by submitting a Proof of Claim and Release form), shall be deemed to have, and by operation of the Order and Final Judgment Regarding Gianniotis, shall have, fully, finally and forever released, relinquished, dismissed and forever discharged all Gianniotis Released Claims (including Unknown Claims) against each and all of the Gianniotis Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Gianniotis Released Parties with respect to all such Gianniotis Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of any action or other proceeding, in any forum, asserting any Gianniotis Released Claim against any of the Gianniotis Released Parties.

21. Gianniotis and each of the other Gianniotis Released Parties shall be deemed to have released, dismissed and forever discharged all Gianniotis Released Parties' Claims against Lead Plaintiff, plaintiff's counsel in the Action and all other Settlement Class Members.

22. As a material condition of the Gianniotis Settlement, the Court hereby orders that:

(a) to the fullest extent permitted by law, all Persons contributorily liable pursuant to 15 U.S.C. §§ 78j, 78t(a) or 78t(b) shall be permanently enjoined, barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions or causes of action for

EXHIBIT B

contribution, indemnity or otherwise against the Gianniotis Released Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment or settlement which they pay or are obligated to pay or agree to pay to the Settlement Class or any Settlement Class Member regarding the Gianniotis Released Claims (including Unknown Claims), whether arising under state, federal or non-U.S. law, and whether asserted as claims, crossclaims, counterclaims, third-party claims or otherwise in any proceeding or forum of any kind.

(b) if any final verdict or judgment is obtained by Lead Plaintiff or one or more of the other Settlement Class Members in connection with the violations of 15 U.S.C. §§ 78j(b), 78t(a) or 78t(b), whether individually or on behalf of a class, against any Person barred from seeking contribution pursuant to this Gianniotis Stipulation (a “Non-Dismissed Defendant Judgment”), said Judgment shall be reduced, to the extent permitted by applicable law, by the greater of (i) the amount that corresponds to the percentage of responsibility attributed to the Gianniotis Released Parties under the Non-Dismissed Defendant Judgment; and (ii) the gross monetary consideration provided to Lead Plaintiff or other Settlement Class Members pursuant to the Gianniotis Stipulation.

24. Without further Order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Gianniotis Stipulation.

23. There is no just reason for delay in the entry of this Order and Final Judgment Regarding Gianniotis and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE